



City of Elkhart
Redevelopment Commission

AMENDED
AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, JULY 11, 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=m60d3920bb8ff718f46a6f4fcc93a6eab>
enter **2317 115 1462** as the event number and **RDC7** as the event password.

To join by phone, call 1-415-655-0001, enter **2317 115 1462 ##**

*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 prior to the meeting.

1. Call to Order
2. Approval of Minutes
 - June 13, 2023 Regular Meeting Minutes
3. New Business
 - a) Open Bids
 - b) Baker Tilley
 - Jason Semler from Baker Tilly to present on Annual TIF Report.
 - c) Nelson Law Group Invoice #23088
 - Approve Nelson Law Group invoice #23088 for \$3303.50 for services on 1101 E. Beardsley (Conn-Selmer) and appropriate this amount from the Downtown Allocation Area No. 1 Special Fund to pay this invoice.
 - d) Ice Miller Invoice #01-2210660
 - Approve Ice Miller invoice #01-2210660 for \$315.00 for services on G&W Industries VRP Closure services and appropriate this amount from the Consolidated South Elkhart Economic Development/Redevelopment TIF Allocation Area Special Fund to pay this invoice.

- e) **Transfer of 535 W Lexington to Board of Works**
 - Authorize and approve the transfer of Real Property (535 W Lexington) to Board of Public Works.
 - f) **511 Division Acceptance**
 - Accept transfer of 511 Division Alleyway from Board of Public Works.
 - g) **Parkway Declaratory Resolution**
 - Designate and declare the Parkway at 17 Economic Development Area and approve an Economic Development Area Plan and establish an Allocation Area for purposes of Tax Increment Financing.
 - h) **Funding for Railroad Corridor Improvements**
 - Approve the proposed projects improvements on the Railroad corridor owned by Patriot Rail and appropriate \$228,000 from Downtown Allocation Area No 1 and \$429,000 from the Technology Park Tax Allocation Area to cover the cost of the project. Any unused funds to be returned to the appropriate account.
 - i) **River District Development Agreement Extension**
 - Approve amendment to the EOZ Business, LLC Development Agreement.
 - j) **Lacasa Inc. Subrecipient Agreement for Rehab of 209 N. Second St.**
 - Approve Lacasa Subrecipient Agreement for rehab of 209 N. Second Street.
 - k) **511 Division Lacasa Additional Appropriation**
 - Approve Lacasa IGP grant request of \$44,100 and appropriate funds from IGP Program Special Fund.
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, 2ND FLOOR, COUNCIL CHAMBERS

Tuesday, June 13, 2023

4:00 p.m.

PRESENT: Dina Harris, Alex Holtz, Sandi Schreiber, Wes Steffen, Gary Boyn, Adam Fann, Mary Kaczka, Mike Huber, Jacob Wolgamood, Drew Wynes, Chris Pottratz and Sherry Weber (Recording Secretary)

PRESENT BY WEBEX: Gerry Roberts and Bradley Tracy

CALL TO ORDER

This meeting was held in-person, telephonically and virtually through WEBEX. Mrs. Schreiber called the meeting to order at 4:00 pm.

AMENDMENT OF JUNE 13, 2023 AGENDA

Mrs. Schreiber asked for a motion to amend the June 13, 2023 Agenda. Moved by Ms. Harris. Seconded by Mr. Steffen. Roll call vote, all in favor, motion approved.

APPROVAL OF MAY 9, 2023 REGULAR MEETING MINUTES

Mrs. Schreiber asked for a motion to approve the May 9, 2023 Regular Meeting Minutes. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, minutes approved.

NEW BUSINESS

A. OPEN OFFERS

Mr. Adam Fann addressed the commission stating there are no bids to open.

B. NELSON LAW GROUP INVOICE #23067

Mrs. Schreiber asked for a motion to approve the Nelson Law Group invoice #23067 for \$370.30 for the former Star Tire/Executive Cleaners litigation and appropriate this amount from the Downtown Allocation Area No. 1 Special Fund to pay this invoice. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

C. NELSON LAW GROUP INVOICE #23068

Mrs. Schreiber asked for a motion to approve the Nelson Law Group invoice #23068 for \$10,899.80 for services on 1101 E. Beardsley litigation and appropriate this amount from the Downtown Allocation Area No. 1 Special Fund to pay this invoice. Moved by Mr. Steffen. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved. Motion amended to appropriate these funds out of the Brownfield Foundry Settlement Fund rather than the Downtown Allocation Area No. 1 Special Fund. Moved by Mr. Steffen. Seconded by Ms. Harris. Roll call vote, all in favor, amended motion approved.

D. 700 WEST BEARDSLEY

Mr. Adam Fann addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the employment of Weaver Consultants Group, LLC to perform services outlined in the supplemental agreement and appropriate \$35,330 from Technology Park Economic Development Allocation Area Special Fund to cover the cost of this study. Moved by Ms. Harris. Seconded by Mr. Steffen. Roll call vote, all in favor, motion approved.

E. 1025-1045 SOUTH MAIN STREET ASBESTOS SERVICES

Mr. Adam Fann addressed the commission and answered questions. Mrs. Schreiber asked for a motion to appropriate \$29,975 in equal shares from Downtown Allocation Area No. 1 Special Fund and Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund to pay for asbestos removal services with A&G. Moved by Mr. Steffen. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

F. PHOTOGRAPHIC SERVICES AT 1045 S. MAIN

Mr. Adam Fann addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the employment of Digital Art to perform photographic services at 1045 S. Main and appropriate \$8,789 from Downtown Allocation Area No. 1 Special Fund to cover the services. Moved by Ms. Harris. Seconded by Mr. Steffen. Roll call vote, all in favor, motion approved.

G. APPROVE INFRASTRUCTURE PROJECT SUPERVISOR EQUIPMENT PURCHASES

Mr. Adam Fann addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the TIF Infrastructure Project Supervisor equipment purchases and appropriate \$16,000 to be spread equally to and paid from each existing TIF Area Special Funds. Moved by Mr. Holtz. Seconded by Ms. Harris. Roll call vote, all in favor, motion approved.

H. ACCEPT OFFER ON 1560 ½ SOUTH MAIN STREET

Mr. Adam Fann addressed the commission and answered questions. Mrs. Schreiber asked for a motion to accept the offer of \$1 on 1560 ½ South Main Street and authorize staff to negotiate an appropriate agreement. Moved by Mr. Holtz. Seconded by Ms. Harris. Roll call vote, all in favor, motion approved.

I. STERLING PARCEL OFFERING OF REAL ESTATE FOR SALE UNDER 36-7-14-22

Mr. Adam Fann addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the offering of real estate for sale under 36-7-14-22 (parcel north of 1701

Sterling) to the public for the sum of \$35,000. Moved by Ms. Harris. Seconded by Mr. Steffen. Roll call vote, all in favor, motion approved.

J. GLC RIVER DISTRICTS HOLDINGS, LLC

Mr. Gary Boyn addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve to ratify the action that has been taken executing and delivering the partial release of mortgage and partial release of assignment of rents and approving those releases. Moved by Mr. Holtz. Seconded by Mr. Steffen. Roll call vote, all in favor, motion approved.

K. GOODWILL USER AGREEMENT

Mr. Adam Fann addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the Goodwill use agreement and restrictive use terms. Moved by Mr. Holtz. Seconded by Ms. Harris. Roll call vote, all in favor, motion approved.

L. BAKER TILLY CONTRACT

Mr. Mike Huber addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the employment of Baker Tilly for Amphitheater advisory services at a not to exceed fee of \$50,000 on an hourly rate basis and appropriate that amount from the Cassopolis Corridor Allocation Area Special Fund to cover the cost of these services. Moved by Mr. Steffen. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

M. STONE PLANNING, LLC CONTRACT

Mr. Gary Boyn addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the employment of Stone Planning, LLC for Amphitheater advisory services at a not to exceed fee of \$48,000 on an hourly rate basis and appropriate that amount from the Cassopolis Corridor Allocation Area Special Fund to cover the cost of these services. Moved by Mr. Steffen. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

STAFF UPDATES

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

- **State Road 19 Improvements** - Project has been reopened for bids. Will potentially go to the July 18 Board of Works meeting to open bids.
- **700 Beardsley** - Starting third round of ground injections at the Walter Piano site.
- **Meijer** - Reimbursement check from Meijer for their part of the public improvements on Cassopolis Street is in process of being issued.
- **Tax Reimbursement** check of \$43,000 has been received and is going back into the Downtown TIF.
- **White Bottom Properties** - Would like to thank the Redevelopment Commission for the opportunity and privilege of serving the community. They were able to repair and revitalize the home, located at 1524 Francis Street, in excess of their proposed commitments and stabilize environmental hazards found from a buried fuel oil tank in the back yard. They successfully completed the sale of the home to a first time homebuyer who is a Marine veteran who served in Afghanistan.

- **1101 Beardsley Demolition** - Waiting on the SWIPP to be done and then we will give the go ahead to start demolition. Potentially in the next couple of weeks.
- **Habitat Groundbreaking for Hope Court** - Seven families breaking ground on seven new homes at the same time. Thank you for your participation and contribution to that project.
- **Amphitheater Update** - Request for Proposal (RFP) on the lease of the property potentially in July. We hope to have a Request for Quote (RFQ) out for garage design consultants and construction consultants in July. Both items will be going through the Board of Works.

OTHER BUSINESS

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for \$28,369.45.

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$28,369.45. Moved by Mr. Steffen. Seconded by Ms. Harris. Roll call vote, all in favor, motion approved.

PUBLIC COMMENT

No public was present to address the Commission for public comment.

ADJOURNMENT

There being no further discussion, Mrs. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Steffen. Seconded by Ms. Harris. Roll call vote, all in favor, motion approved. The meeting adjourned at 4:28 p.m. Next meeting is on Tuesday, July 11, 2023 at 4:00 p.m. in Council Chambers.

SANDRA SCHREIBER, PRESIDENT

RESOLUTION NO. 23-R-045

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA APPROVING INVOICE FOR
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 attached Invoice No. 23088 in the amount of \$3303.50 for services rendered through May of 2023 (the "Invoice"); and

Whereas, the Commission believes the services performed have benefitted the City, are necessary and it is in the best interest of the City and its inhabitants to approve the Invoice and appropriate the funds for payment.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoice for payment and appropriates the sum of \$3303.50 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the Services.
2. The Officers and staff of the Commission are authorized to submit the Invoice for payment and do all acts which they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11th DAY OF JULY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Hoitz, Secretary



Michael O. Nelson

Attorney

Phone: 317-755-0661

MNelson@nelsonlawgroupllc.com

June 27, 2023

Via Email

Gary Boyn, Attorney
Elkhart Redevelopment Commission
229 S. Second Street
Elkhart, IN 46516

**Re: City of Elkhart v. Camsaw, et al.
City of Elkhart v. Conn-Selmer (future)**

Dear Gary:

Attached for payment please find a copy of our invoice #23088, regarding legal defense expense charges through May 2023, in the amount of \$3,303.50. Also attached are receipts regarding expenses.

Our goal is to provide you with efficient, cost-effective services that are aimed at resolving your case. We truly appreciate your choosing us to handle your legal needs

Please remit payment to the following address at your earliest convenience:

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

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



8777 Purdue Road, Suite 310
Indianapolis, IN 46268

Federal Tax ID # 45-5379244

Date: 06-27-23

Attention:

Account # 089-3

Invoice Number: 23088

Billing through: May 31, 2023

RE: Elkhart- Beardsley Ave

FEES:

DATE	TKID	DESCRIPTION	ACTIVITY/TASK	HRs	AMT
05-01-23	MON			0.30	\$88.50
05-01-23	MON			0.80	\$236.00
05-04-23	MON			0.30	\$88.50
05-04-23	MON			0.40	\$118.00
05-05-23	MON			0.30	\$88.50
05-08-23	MON			0.60	\$177.00
05-08-23	MON			0.30	\$88.50
05-08-23	MON			0.60	\$177.00
05-09-23	MON			0.70	\$206.50
05-09-23	MON			0.40	\$118.00
05-09-23	EF			0.50	\$47.50
05-10-23	MON			0.40	\$118.00
05-10-23	MON			0.50	\$147.50

05-10-23	MON		0.40	\$118.00
05-10-23	MON		0.50	\$147.50
05-10-23	MON		0.50	\$147.50
05-10-23	MON		0.50	\$147.50
05-10-23	EF		0.30	\$28.50
05-10-23	EF		0.40	\$38.00
05-10-23	EF		0.50	\$47.50
05-30-23	MON		0.40	\$118.00
05-30-23	MON		0.50	\$147.50
05-30-23	MON		0.50	\$147.50
05-30-23	CB		0.50	\$0.00
05-31-23	MON		0.40	\$118.00
05-31-23	MON		0.50	\$147.50
				\$3,052.50

TIMEKEEPER SUMMARY:

MON	Michael O. Nelson	Senior Partner	9.80	Hrs	\$295.00	/hr	\$2,891.00
CB	Christopher Broshears	Associate	0.50	Hrs	\$200.00	/hr	\$0.00
EF	Elizabeth Fatouh	Paralegal	1.70	Hrs	\$95.00	/hr	\$161.50

EXPENSES:

05-30-23		250.00
05-31-23		1.00

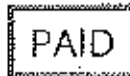
TOTAL EXPENSES: \$251.00

TOTAL AMOUNT FOR THIS BILL: \$3,303.50



Copy/Print Totals May 2023

ID	Name	Color Copy Usage	BW Copy Usage	Color Print Usage	BW Print Usage	Total
089-3	Beardsley Ave -Elkha	0	0	32	9	41



Invoice

31329

Lexbe Inc.
8303 North MoPac Expressway, Suite B-225
Austin Texas 78759
(800) 401-7809
accounting@lexbe.com
www.lexbe.com

Balance Due
\$0.00

Bill To
Nelson Law Group-Beardsley 089-3
Mr. Michael Nelson
8777 Purdue Rd. Suite 310
Indianapolis, IN 46268
US

Invoice Date: 05-31-23
Terms: Due on Receipt
Due Date: 05-31-23
Sales Consultant: Matt Paczko

Item & Description	Qty	Rate	Amount
Subscription Installment Plan-50 GBs Use of LEP application under a Subscription-Installment Account for up to the contracted Maximum GBs of ESI, for one month under a LEP Subscription-Installment Account. An LEP Subscription-Installment Account allows for unlimited users and unlimited cases, but is noncancellable until the Subscription End Date in the account contract. Any usage above the contracted Maximum GBs of ESI is billed as Subscription Plan-Overage ESI for the month utilized.	1.00	250.00	250.00
		Sub Total	250.00
		Total	\$250.00
		Payment Made	(-) 250.00
		Balance Due	\$0.00

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RESOLUTION NO. 23-R- 046

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING ICE MILLER BILLING
FOR VRP CLOSURE SERVICES AND APPROPRIATING FUNDS

Whereas, The Commission has employed Ice Miller, LLP to seek recovery of City costs and damages arising from the environmental contamination at the G&W Industries, Inc. and for services related to VRP Closure on the site; and

Whereas, the Commission has received and reviewed the attached Invoice 01-2210660 in the amount of \$315.00 for VRP Closure services through May 31, 2023 (the "Invoice"); and

Whereas, the Commission 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 the Invoice for payment in the amount of \$315.00.
2. The Commission appropriates the sum of \$315.00 from the Consolidated South Elkhart Economic Development/Redevelopment TIF Allocation Area 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 this Resolution.

ADOPTED BY MAJORITY VOTE THIS 11th DAY OF JULY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Toltz, Secretary



One American Square } Suite 2000 } Indianapolis, IN 46262-0200

June 27, 2023

WRITER'S DESK NUMBER: (317) 336-5942
DIRECT FAX: (317) 592-4822
INTERNET: BRENT.HUBER@ICEMILLER.COM

VIA E-MAIL

Sherry Weber
Development Services
201 S. 2nd Street
Elkhart, IN 46516
sherry.weber@coei.org

**RE: City of Elkhart/ G & W Industries (VRP Closure- Hourly Matter)
Our Matter No. 002600.00001**

Dear Sherry:

Enclosed please find our interim statement for services rendered in the above-referenced matter for the period ending May 31, 2023. If you have any questions regarding this statement, please contact me.

Very truly yours,

ICE MILLER LLP

Brent W. Huber

BWH/djj
Enclosure

cc: Adam Fann
John Espar
Gary Boyn



Invoice No. 01-2210660
June 15, 2023

Attn: John Espar, Gary Royn, & Dana Donald
City of Elkhart
229 S. Second Street
Elkhart, IN 46516

Re: City of Elkhart v. G&W Industries, et al. VRP Closure
Our Matter No. 002600.00001

INVOICE SUMMARY

For Services rendered through May 31, 2023

Professional Services	\$315.00
Total Current Invoice	\$315.00
Previous Balance Due	\$1,170.00
Total Balance Due	\$1,485.00

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.

PROFESSIONAL SERVICES

Date	Initials	Description	Hours	Rate	Amount
05/15/2023	BERG A	Evaluated terms and conditions from EnviroForensics and proposed revisions.	0.20	\$450.00	\$90.00
05/15/2023	HUBB B	Reviewed brand new terms and conditions from EFl that are problematic (.2); call to B. Lewis regarding problematic terms and conditions and proposed new terms and conditions (.3).	0.50	\$450.00	\$225.00
Total Professional Services			0.70		\$315.00

Total Invoice Balance Due

\$315.00

OUTSTANDING INVOICES

Date	Invoice	Amount	Payments	Balance Due
05/15/23	01-2205503	\$1,170.00	\$0.00	\$1,170.00
Total Outstanding Balance Due				\$1,170.00

AGED AR

Current	31-60 days	61-90 days	91-120 days	120 days +	Total
\$315.00	\$1,170.00	\$0.00	\$0.00	\$0.00	\$1,485.00

Payment Terms: Net 30. Interest charges may accrue on past due balance.

Questions or concerns, please email paylee@icemiller.com.



Attn: John Espar, Gary Boyn, & Dana Donald
City of Elkhart
229 S. Second Street
Elkhart, IN 46516

Invoice No. 01-2210660
June 15, 2023

Re: City of Elkhart v. G&W Industries, et al. VRF Closure
Our Matter No. 002600.00001

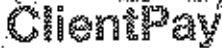
INVOICE SUMMARY

For Services rendered through May 31, 2023

Professional Services	\$315.00
Total Current Invoice	\$315.00
Previous Balance Due	\$1,170.00
Total Balance Due	\$1,485.00

Payment Options

Online Payments:
Click the logo below or visit
www.icemiller.com/firm/payment-portal



Wire/ACH Instructions:
Huntington Bank
ABA for ACH 074000078
ABA for Wire 044000024
Account No. 01401048453
Swift Code: HUNTUS33
Please Reference **Invoice No. 01-2210660**

Payment by check

Remit to: Ice Miller LLP
P.O. Box 68
Indianapolis, IN 46206-0068

Please include remittance or reference **Invoice No. 01-2210660**

Questions or concerns, please email payice@icemiller.com.

RESOLUTION NO. 22-R-047

**A RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF ELKHART, INDIANA
AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE CITY OF ELKHART**

Tax Parcel No. 20-06-05-376-003.000-012 (535 W. Lexington Avenue)

WHEREAS, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the Elkhart, Indiana, Department of Redevelopment (the "Department") exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the "Act") and is a body corporate and politic; and

WHEREAS, the City of Elkhart, Indiana, Board of Public Works (the "Board") has custody of and may maintain all property owned by the City of Elkhart, Indiana (the "City") pursuant to I.C. § 36-9-6-3; and

WHEREAS, pursuant to I.C. § 36-7-14-12.2, the Department, acting by and through the Commission, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the City, by and through the Board, has presented to the Commission, a request for the transfer to the Commission of the vacant lot more particularly described at Exhibit A (the "Property"); and

WHEREAS, the Department, through the Commission, desires to transfer the Property to the City; and

WHEREAS, the Board will adopt a resolution consistent with the requirement of I.C. § 36-7-14-12.2.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The transfer of the Property described at Exhibit A situated in Elkhart County, Indiana to the City of Elkhart shall be, and hereby is, authorized and approved.
2. This Resolution shall be in full force and effect upon its adoption and upon the adoption by the Board of a resolution consistent with the requirements of I.C. § 36-7-14-12.2 and § 36-1-11-8.

ADOPTED at a meeting of the Elkhart Redevelopment Commission held on July 11, 2023 at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART,
DEPARTMENT OF REDEVELOPMENT**

Signature

Sandra Schreiber, President
Printed Name and Title

Elkhart Redevelopment Commission

ATTEST:

Signature

Alex Holtz, Secretary
Printed Name and Title

Elkhart Redevelopment Commission

EXHIBIT A

Property to be Transferred

Parcel No: 20-06-05-376-003.000-012

2ND & S W E PT & 52.25X125.2FT ON LEX AV SEC 5

535 West Lexington Avenue, Elkhart, Indiana

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 6/28/23

Re: Transfer of 535 W Lexington to Board of Works

Staff has been working with Public Works on property acquisition for a project they have coming up. In these conversations, the property at 535 W Lexington was identified as a needed parcel for the project. Staff requests the Commission transfer deed of the property to Board of Works for the use in this project.

Prescribed by the State Board of Accounts

TAX DEED

WHEREAS CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT did the 5th day of October, 2012 produce to the undersigned, PAULINE E. GRAFF Auditor of the County of Elkhart in the State of Indiana, a certificate of sale dated the 19th day of October, 2011, signed by Pauline E. Graff who, at the date of sale, was Auditor of the County, from which it appears that CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT, Indiana accepted an assignment of that certain certificate of sale on the 16th day of April, 2012, from the Commissioners in and for the County of Elkhart, who held that certain certificate of sale pursuant to IND, CODE § 6-1.1-24-6 et seq., and that the CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT acquired that certain certificate of sale for the real property described in this indenture for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the respective parties hereto, in connection with the following tracts of land returned delinquent in the name BURKS MARY ALICE for 2010 and prior years, namely:

Parcel No: 20-06-05-376-003-012.000-012
2ND & SWEPT & 52.25X125.2FT ON LEX AV SEC 5
535 West Lexington

Such real property has been recorded in the Office of the Elkhart County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT is the owner of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Elkhart County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2010 and prior years.

THEREFORE, this indenture, made this 20 day of Oct, 2012 between the State of Indiana by PAULINE E. GRAFF Auditor of Elkhart County, of the first part, and CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT of the second part, witnesseth: That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Elkhart, and State of Indiana, namely and more particularly described as follows:

1
16 Oct

Parcel No: 20-06-05-376-003-012.000-012
2ND & SWEPT & 52.25X125.2FT ON LEX AV SEC 5
535 West Lexington

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered by law to convey the same.

In testimony whereof, PAULINE E. GRAFF, Auditor of Elkhart County, has hereunto set his/her hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Larry R Ernest
Attest: LARRY R. ERNST
Treasurer: Elkhart County

Witness: Pauline E. Graff (L.S.)
PAULINE E. GRAFF, Auditor of Elkhart County

State of Indiana)
County of Elkhart) SS.

Before me, the undersigned, WENDY HUDSON, in and for said County, this day, personally came the above named PAULINE E. GRAFF, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 27 day of Oct, 20 12

Wendy Hudson
WENDY HUDSON, Clerk of Elkhart County

This instrument prepared by PAULINE E. GRAFF, Auditor
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. PAULINE E. GRAFF, Auditor

Post Office address of grantee: CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT
117 N SECOND STREET
GOSHEN, IN 46526

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

10/30 20 12
Pauline E. Graff AUDITOR

RETURN TO:

City of Elkhart, Board of Public Works
229 South Second Street
Elkhart, Indiana 46516

AUDITOR'S RECORD

TRANSFER NO.: _____
TAXING UNIT: _____
DATE: _____
PARCEL ID: _____

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, THAT the City of Elkhart, Indiana, Department of Redevelopment *the Grantor Conveys and Quit-claims* to City of Elkhart, Indiana, *the Grantee*

for no monetary consideration, the following described real estate in Elkhart County, in the State of Indiana, to-wit:

2ND & S W E PT & 52.25X125.2FT ON LEX AV SEC 5

535 West Lexington Avenue, Elkhart, Indiana

Subject to all easements, restrictions and public rights of way of record.

Tax ID Number: 20-06-09-454-001.000-012

The Grantor herein is a tax-exempt entity and therefore there are no real estate taxes or assessments levied or assessed against the above-designated real estate prior to the date of this deed.

The Grantor hereby conveys the above-described real estate free and clear of all leases, licenses, or other interests, both legal and equitable, subject to all easements, highways as public rights of way or record.

The undersigned state that each is a duly elected official of the Grantor and that each has statutory authority to execute this Deed.

NO SALES DISCLOSURE REQUIRED

Executed this _____ day of July, 2023.

“GRANTOR”

DEPARTMENT OF REDEVELOPMENT

Sandra Schreiber, President
Elkhart Redevelopment Commission

ATTEST:

Alex Holtz, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Sandra Schreiber and Alex Holtz, known to me to be the President and Secretary of the City of Elkhart Redevelopment Commission, and acknowledged the execution of the foregoing Acceptance on the ___ day of July, 2023.

Gary D. Boyn, Notary Public

Interests in land acquired by:

City of Elkhart, Indiana
229 South Second Street
Elkhart, Indiana 46516

ACCEPTANCE

The Grantee hereby accepts the foregoing Quit Claim Deed.

Executed this ____ day of July, 2023.

"GRANTEE"

CITY OF ELKHART, INDIANA

Rod Roberson, Mayor

ATTEST:

Debra Barrett City Clerk

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Rod Roberson and Debra Barrett, the Mayor and City Clerk, respectively, of the City of Elkhart, Indiana, and acknowledged the execution of the foregoing Deed on the ____ day of July, 2023.

_____, Notary Public

This Instrument was prepared by the law firm of Warrick & Boyn, LLP, 861 Parkway Avenue, Elkhart, Indiana 46516, by Gary D. Boyn. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Gary D. Boyn

RESOLUTION NO. 22-R-_____

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE
CITY OF ELKHART, INDIANA
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM
THE CITY OF ELKHART, DEPARTMENT OF REDEVELOPMENT**

**535 West Lexington Avenue
Tax Parcel: 20-06-05-376-003.000-012**

WHEREAS, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the Elkhart, Indiana, Department of Redevelopment (the "Department") and of the Redevelopment District of the City of Elkhart, Indiana (the "Redevelopment District"), exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the "Act") and is a body corporate and politic; and

WHEREAS, the City of Elkhart, Indiana, Board of Public Works (the "Board") has custody of and may maintain all real property owned by the City of Elkhart, Indiana (the "City") pursuant to I.C. § 36-9-6-3; and

WHEREAS, pursuant to I.C. § 36-7-14-12.2, the Department, acting by and through the Commission, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the City, through the Board, desires to accept transfer of the Property from the Department and to authorize the staff of the City to accept quitclaim deeds effecting the transfer of the Property and cause those to be presented for recording; and

WHEREAS, the Department, by and through the Commission, wishes to transfer to the City certain parcels of land or interests therein previously acquired by the Department and more particularly described at Exhibit A (the "Property"); and

WHEREAS, the Commission has adopted a resolution consistent with the requirement of I.C. § 36-7-14-12.2.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART BOARD OF PUBLIC WORKS AS FOLLOWS:

1. The transfer of the Property, or the Departments's interests therein, described at Exhibit A situated in Elkhart County, Indiana, by the City of Elkhart, Indiana, acting by and through its Redevelopment Commission, (**Inter-Department**) to the "City of Elkhart, Indiana" shall be, and hereby is, authorized and approved.

2. The staff of the City shall be, and hereby are, authorized to accept and cause to be recorded with the Elkhart County Recorder's Office a quit claim deed transferring the

Departments's interests in the Property described at Exhibit A.

3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the Elkhart Board of Public Works held on _____, 2023, at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART
BOARD OF PUBLIC WORKS**

Michael Machlan, President

Chad Crabtree, Vice-President

Ron Davis, Member

Jamie Arce, Member

Rose Rivera, Member

ATTEST:

Debra Barrett, Clerk

EXHIBIT A

Property to be Transferred

Parcel No: 20-06-05-376-003.000-012

2ND & S W E PT & 52.25X125.2FT ON LEX AV SEC 5

535 West Lexington Avenue, Elkhart, Indiana

RESOLUTION NO. 23-R-048

**A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM
THE CITY OF ELKHART**

511 Division Street

WHEREAS, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the Elkhart, Indiana, Department of Redevelopment (the "Department") and of the Redevelopment District of the City of Elkhart, Indiana (the "Redevelopment District"), exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the "Act") and is a body corporate and politic; and

WHEREAS, the City of Elkhart, Indiana, Board of Public Works (the "Board") has custody of and may maintain all real property owned by the City of Elkhart, Indiana (the "City") pursuant to I.C. § 36-9-6-3; and

WHEREAS, pursuant to I.C. § 36-1-11-8, the City, acting by and through the Board, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the Department, through the Commission, desires to accept transfer of the Property from the City and to authorize the staff of the Department to accept quitclaim deeds effecting the transfer of the Property and cause those to be presented for recording; and

WHEREAS, the City, by and through the Board, wishes to transfer to the Commission certain parcels of land or interests therein previously acquired by the Board and more particularly described at Exhibit A (the "Property"); and

WHEREAS, the Board has adopted a resolution consistent with the requirement of I.C. § 36-1-11-8.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The transfer of the Property, or the City's interests therein, described at Exhibit A situated in Elkhart County, Indiana, by the City of Elkhart, Indiana, acting by and through its Board of Public Works, (**Inter-Department**) to the "City of Elkhart, Department of Redevelopment, a municipal corporation" shall be, and hereby is, authorized and approved.

2. The staff of the Department of Redevelopment shall be, and hereby are, authorized to accept and cause to be recorded with the Elkhart County Recorder's Office a quit claim deed transferring the City's interests in the Property described at Exhibit A.

3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the Elkhart Redevelopment Commission held on July 11, 2023,
at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART,
DEPARTMENT OF REDEVELOPMENT**

Signature

Sandra Schreiber, President
Printed Name and Title

Elkhart Redevelopment Commission

ATTEST:

Signature

Alex Holtz, Secretary
Printed Name and Title

Elkhart Redevelopment Commission

EXHIBIT A

Property to be Transferred

Parcel No. 20-06-04-355-011.000-012 **Address:** 511 Division Street
Elkhart, Indiana

The following described real estate in Elkhart County, Indiana:

The North 5 feet of the West 32 feet of Lot 22 and the South 5 feet of the West 32 feet of Lot 48 and the South 5 feet of Lots 45, 46, and 47, all in the S.M. Besson's Addition to the City of Elkhart, as found in Deed Record Book 31, Page 457 in the Office of the Recorder of Elkhart County, Indiana.

Red Roberson
Mayor

Laura Kilo
Environmental Resources

Tory Iwini, P.E.
Engineering Services



Public Works &
Utilities Department

Administration, Engineering
& Laboratory
574.293.2572

Utility Billing
574.264.4273

1201 S. Nappanee St.
Elkhart, Indiana 46516

DATE	7/5/23
APPROVED BY CITY OF ELKHART BOARD OF PUBLIC WORKS	
<i>Chad Crabtree</i>	
<i>Ron Davis</i>	
<i>Tory Iwini</i>	

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: MAGGIE MARNOCHA, PWU ATTORNEY
DATE: July 5, 2023
28-R-17
RE: RESOLUTION TO TRANSFER REAL ESTATE TO RDC

As part of the Long Term Control Plan, an outfall will be constructed on the St. Joseph River near High Street. The original design was to place the outfall at the very end of High Street. An inspection of that location determined that the spot is unsuitable due to the unfettered dumping of concrete and other debris, making the bank unstable for construction. The design has now been shifted to a nearby location with a suitable bank. In order to move the proposed location of the facilities, four parcels of undeveloped real estate must be purchased.

As authorized by the Board, I have been negotiating the acquisition of certain property. In one instance, the land owner offered to exchange the needed real estate for certain property currently owned by the RDC. The RDC has offered to transfer said property to the Board, and in return for the Board to transfer an alleyway that was dedicated to the Board in 2014. I recommend this transfer.

Attached please find the proposed Resolution and quit claim deed that transfers the alleyway to the RDC.

Please approve and sign the attached resolution as well as the quit claim deed.

RETURN TO:

City of Elkhart, Indiana
Redevelopment Commission
201 South Second Street
Elkhart, Indiana 46516

AUDITOR'S RECORD

TRANSFER NO. _____
TAXING UNIT _____
DATE _____
KEY NO. _____

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, THAT the City of Elkhart, Indiana acting by and through its Board of Public Works (the "Grantor") CONVEYS AND QUIT CLAIMS TO the City of Elkhart, Indiana Redevelopment Commission (the "Grantee") for no monetary consideration, the following described real estate in Elkhart County, Indiana:

The North 5 feet of the West 32 feet of Lot 22 and the South 5 feet of the West 32 feet of Lot 48 and the South 5 feet of Lots 45, 46, and 47, all in the S.M. Beeson's Addition to the City of Elkhart, as found in Deed Record Book 31, Page 457 in the Office of the Recorder of Elkhart County, Indiana.

This real property was transferred to the Grantor by Deed of Dedication of Alleyway and Acceptance Thereof recorded on July 11, 2014 as Document 2014-12506. The Grantor herein is a tax-exempt entity and therefore there are no real estate taxes or assessments levied or assessed against the above-designated real estate prior to the date of this deed.

This document shall constitute a conveyance of the above-described real estate in fee simple, and no reversionary rights whatsoever are intended to remain in the Grantor.

The undersigned state that each has statutory authority to execute this Deed.

[Remainder of Page Intentionally Left Blank]

Executed this 5th day of July, 2023.

"GRANTOR"

CITY OF ELKHART, INDIANA

Chad Crabtree

Chad Crabtree, Vice-President
Board of Public Works

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chad Crabtree, as Vice-President of the City of Elkhart Board of Public Works and acknowledged the execution of the foregoing deed to be his duly authorized act on behalf of the City of Elkhart by and through the Board of Public Works.

Witness, my hand and seal this 5th day of July, 2023.

Nancy A. Wilson
Nancy A. Wilson, Notary Public
Elkhart County - State of Indiana
Commission No. NP0748899
Commission Expires May 14, 2031



Send Tax Bills To:

The City of Elkhart, Indiana
Redevelopment Commission
201 S. Second Street
Elkhart, IN 46516

This document was prepared by Margaret Mary Marnocha, #23249-71, 1201 S. Nappanee St., Elkhart, IN 46516. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Margaret Mary Marnocha

Resolution 23-R-17

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE
CITY OF ELKHART, INDIANA, TO TRANSFER ALLEYWAY TO THE
REDEVELOPMENT COMMISSION**

WHEREAS, the City of Elkhart, Indiana, is a municipal corporation;

WHEREAS, the Board of Public Works is the body authorized to purchase or transfer certain real property for the City of Elkhart;

WHEREAS, the City of Elkhart desires to transfer certain real estate within the City to the Redevelopment Commission;

WHEREAS, that real estate is the alleyway located at 511 Division Street, Elkhart, Indiana;

WHEREAS, the Utility Attorney, Margaret M. Marnocha, is available and willing to bid on said real estate on behalf of the City of Elkhart.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF ELKHART, INDIANA, THAT the alleyway near 511 Division Street be transferred to the Redevelopment Commission.

RESOLVED the 5th day of July 2023.

Michael Machlan, President

Chad Crabtree

Chad Crabtree, Vice President



Jamie Arce, Member

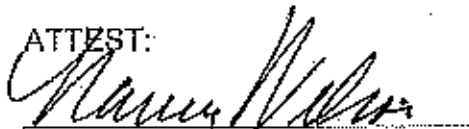


Ronnie Davis, Member



Rose Rivera, Member

ATTEST:



Nancy Wilson, Clerk

RESOLUTION NO. 23-R 049

**RESOLUTION OF THE CITY OF ELKHART, INDIANA,
REDEVELOPMENT COMMISSION DESIGNATING AND
DECLARING THE PARKWAY AT 17 ECONOMIC DEVELOPMENT AREA,
APPROVING AN ECONOMIC DEVELOPMENT AREA PLAN AND ESTABLISHING
AN ALLOCATION AREA FOR PURPOSES OF TAX INCREMENT FINANCING**

WHEREAS, the City of Elkhart, Indiana, Redevelopment Commission (the "Commission"), governing body of the City of Elkhart, Indiana, Department of Redevelopment (the "Department") and the Redevelopment District of the City of Elkhart, Indiana, (the "Redevelopment District"), exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953 which has been codified in I.C. 36-7-14-1 *et seq.*, as amended from time to time (the "Act"); and

WHEREAS, the Department, pursuant to the Act, has conducted surveys and investigations and has thoroughly studied the area within the City of Elkhart, Indiana (the "City"), hereby designated as the Parkway At 17 Economic Development Area (the "Area") and more particularly described in **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, upon such surveys, investigations and studies being made, the Commission finds that the area herein designated has become an area needing redevelopment as defined in I.C. 36-7-14-2.5, 41 and 43, and the Economic Development Area Plan for the Area, which plan is hereby adopted in this Resolution (the "Plan") cannot be achieved by regulatory processes or by the ordinary operations of private enterprise without resort to the powers allowed under the Act because of a lack of public improvements, the necessity for requiring the proper use of the land so as to best serve the interests of the City and its citizens, and the costs associated with completing those projects described in the Plan; and

WHEREAS, the Commission has caused to be prepared maps and plats of the Area, said maps and plats of the Area showing the boundaries of the Area, the location of the various parcels of property, streets and alleys and other features affecting the clearance, replatting, replanning, rezoning, or redevelopment of the Area, indicating the parcels of property that are to be devoted to public ways, levees, sewerage, parks, playgrounds, and other public purposes under the plan for the redevelopment of the Area as adopted herein; and

WHEREAS, certain parcels of property are proposed to be acquired within the Area, and estimates of the costs to be incurred in acquisition and redevelopment of the property have been made; and

WHEREAS, there was presented to this meeting of the Commission for its consideration and approval, a copy of the Plan for the Area, dated July 11, 2023, which plan consists of _____ () pages with attachments and is attached hereto as **Exhibit B** and is entitled the Parkway At 17 Economic Development Area Plan; and

WHEREAS, the public health and welfare will be benefited by the redevelopment of the Area under the provisions of the Act and the accomplishment of the Plan for the Area will be of public utility and benefit as measured by the attraction of permanent jobs, an increase in the property tax base and improved diversity of the economic base; and

WHEREAS, in determining the location and extent of the Area, the Commission has given consideration to transitional and permanent provisions for adequate housing for the residents of the Area, if any, who will be displaced by the redevelopment thereof; and

WHEREAS, the Plan for the Area conforms to other development plans for the City; and

WHEREAS, the Act establishes that an economic development area may be an allocation area for the purposes of distribution and allocation of property taxes; and

WHEREAS, Section 39 of the Act has been created and amended to permit the creation of allocation areas within an economic development area to provide for the allocation and distribution, as provided in the Act, of the proceeds of taxes levied on property situated in an allocation area; and

WHEREAS, the Commission deems it advisable to apply the provisions of said Section 39 to the financing of the Plan; and

WHEREAS, when land adjacent to the Area, if any, is annexed by the City and it is determined that such areas lack the local public improvements to support additional redevelopment, it is the intent of the Commission that this Resolution be amended as appropriate to include such area or areas; and

WHEREAS, the Commission has, at a meeting held this day and open to the public, heard evidence and reviewed the maps and plats presented at the meeting and considered the same.

NOW, THEREFORE, BE IT RESOLVED by the City of Elkhart, Indiana, Redevelopment Commission as follows:

1. The Commission hereby finds that the Area is an area needing redevelopment as defined in I.C. 36-7-14-2.5, 14-41 and 14-43;

2. The Commission hereby finds and determines that the Area is an Economic Development Area, that the Plan for the Area meets the purposes of Section 41(b) of the Act in that it will promote significant opportunities for the gainful employment of its citizens, seek to attract major new business enterprises to the unit, seek to retain or expand significant business enterprises existing in the boundaries of the City, and meet other purposes of the Act.

3. The Commission hereby finds and determines that the Plan for the Area cannot be achieved by regulatory processes or by the ordinary operations of private enterprise without resort to the powers allowed under the Act because of a lack of local

public improvements, the existence of improvements or conditions that lower the value of the land below that of nearby land, there is multiple ownership of land in the area, or other similar conditions.

4. The Commission hereby finds and determines that the public health and welfare will be benefited by accomplishment of the Plan for the Area.

5. The Commission hereby finds and determines that the accomplishment of the Plan for the Area will be of public utility and benefit as measured by:

- (a) The promotion and use of land that best serves the interests of the unit and its inhabitants;
- (b) the attraction or retention of permanent jobs;
- (c) an increase in the property tax base;
- (d) improved diversity of the economic base; and
- (e) other similar public benefits.

6. The Commission hereby finds and determines that the Plan for the Area conforms to other development and redevelopment plans for the City.

7. The Commission hereby finds and determines that it will be of public utility and benefit to develop the Area under the Act as described in the Plan.

8. The Plan is in all respects approved and is hereby adopted as the Plan for the Area subject to a confirmatory resolution to be adopted after a duly called meeting.

9. The maps and plats of the Area showing its boundaries, the location of the various parcels of property, streets, alleys, and other features affecting the clearance, replatting, replanning, rezoning, or redevelopment of the Area, indicating the parcels of property to be acquired, if any, and the parts of the Area that are to be devoted to public ways, levees, sewerage, parks, playgrounds, and other public purposes under the Plan are hereby approved and adopted as the maps and plats for the Area.

10. There are no parcels of property within the Area that the Commission plans to acquire at the present time. All the property in the Area has been included in the Acquisition List contained in the Area Plan in the event acquisition by the Commission is desirable in the future.

11. The estimated cost of acquiring property in the Area is \$5,000,000.

12. The Commission makes the following findings subject to confirmation after a duly called public meeting:

- (a) Based upon evidence submitted to the Commission, the Commission finds and determines that there is a substantial presence in the Area of excessive vacant land on which structures were or could be located and/or there are vacant buildings, old buildings, excessive vacancies, and substandard structures;
- (b) The Area is an area needing redevelopment and it will be of public utility and benefit to redevelop the land within such Area under the Act;
- (c) The Plan will result in the demolition and/or selective demolition and reuse of structures, and/or provide infrastructure and local public improvements which will be a catalyst to ongoing and future development in the area;
- (d) The Plan for the Area cannot be achieved without the designation of the Area as an economic development area;
- (e) The Area status will allow opportunity for the master planning of traffic, circulation, road, bridge, right-of-way, water, sewer and other infrastructure upgrades and development, master signage and control, landscaping and site design control and general development planning;
- (f) The Plan for the Area will complement public and private sector investment within the immediate neighborhoods;
- (g) The public health and welfare will be benefited by the accomplishment of the Plan within the Area;
- (h) The Plan for the Area will result in improvements to the public infrastructure necessary to provide for the vehicular and pedestrian circulation needs of an industrial and commercial retail corridor;
- (i) The Plan for the Area will provide the necessary redevelopment tools and facilitate the use of certain funding mechanisms to aid in the redevelopment of the Area;
- (j) The Plan for the Area will provide the necessary redevelopment tools and funding mechanisms to aid in the demolition and/or selective demolition and site preparation and remediation of the Area;
- (k) The Plan for the Area will allow for the expansion and upgrade of public facilities and utilities within the Area;
- (l) The Plan for the Area conforms to other development and redevelopment plans for the City of Elkhart and conforms to the comprehensive plan of the City of Elkhart; and
- (m) The Plan is reasonable and appropriate when considered in relation to the purpose of Chapter 14, Article 7, Title 36 of the Indiana Code.

- (n) The adoption of the Area allocation provisions will result in new property taxes in the Area that would not have been generated but for the adoption of the allocation provision.

13. The Secretary is directed to file a certified copy of the Plan with the minutes of this meeting and to record the same with the Elkhart County Recorder.

14. The Commission hereby finds and determines that for purposes of the allocation provisions of Section 39 of the Act, the Area shall constitute an Allocation Area for purposes of the Act and this Resolution.

15. Such Allocation Area shall be designated as the Parkway At 17 Economic Development Area Allocation Area" (the "Allocation Area").

16. Any property taxes levied on property in the Allocation Area in 2023, for collection in 2024, and thereafter each year for twenty-five (25) years from and after the date on which the first obligation was incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues, except as otherwise provided in Section 39 of the Act, by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Allocation Area, shall be allocated and distributed as follows:

- (a) The proceeds of the taxes attributable to the lesser of: (i) the assessed value of the property for the assessment date with respect to which the allocation and distribution is made; or (ii) the assessed value of all the property as finally determined for the assessment date immediately preceding the effective date of these allocation provisions, which assessment date is January 1, 2023; shall be allocated to, and, when collected, paid into the funds of the respective taxing units;
- (b) Property tax proceeds in excess of those described in clause (a) shall be allocated to the Redevelopment District and, when collected, paid into an allocation fund for the Allocation Area, such fund hereinafter created by this Resolution.
- (c) The proceeds distributed to the Redevelopment District pursuant to Paragraph 16(b) hereof, shall be deposited in an allocation fund designated "City of Elkhart, Indiana, Department of Redevelopment, Parkway At 17 Economic Development Area Allocation Fund" (the "Allocation Fund"), and may be used only as provided for in the Act, and more particularly to (i) pay the principal of and interest on any obligations payable solely from allocated tax proceeds which are incurred by the Redevelopment District for the purpose of financing or refinancing the redevelopment of the Allocation Area; (ii) establish, augment, or restore the debt service reserve for bonds payable solely or in part from allocated tax proceeds in the Allocation Area; (iii) pay the principal of and interest on bonds payable from allocated tax proceeds in the Allocation Area and from the special tax

levied under Section 27 of the Act; (iv) pay the principal of and interest on bonds issued by the City to pay for local public improvements physically located in or physically connected to the Allocation Area; (v) pay premiums on the redemption before maturity of bonds payable solely or in part from allocated tax proceeds in the Allocation Area; (vi) make payments on leases payable from allocated tax proceeds in the Allocation Area under Section 25.2 of the Act; (vii) reimburse the City for expenditures made by it for local public improvements (which include buildings, parking facilities, and other items described in Section 25.1(a) of the Act) physically located in or physically connected to the Allocation Area; (viii) reimburse the City for rentals paid by it for a building or parking facility physically located in or physically connected to the Allocation Area under any lease entered into under I.C. 36-1-10; (ix) pay all or a portion of a property tax replacement credit to taxpayers in the Allocation Area as determined by the Commission in accord with the provisions of the Act; (x) pay expenses incurred by the Commission for local public improvements that are in or serving the Allocation Area; (xi) reimburse public and private entities for expenses incurred in training employees of industrial facilities that are located in the Allocation Area and on a parcel of real property that has been classified as industrial property under the rules of the Department of Local Government Finance in accord with the provisions of the Act; (xii) pay the costs of carrying out an eligible efficiency project (as defined in I.C. 36-9-41-1.5) within the City; and (xiii) expend money and provide financial assistance as authorized in Section 12.2(a)(27) of the Act.

Provided however, that if future uses of property tax proceeds allocated to the Allocation Fund are authorized or permitted by amendments to the Act, including I.C. 36-7-14-39, after the effective date of this Resolution, those uses shall also be authorized or permitted for property tax proceeds allocated to the Allocation Fund.

17. Except as provided in Section 39(g) of the Act, before June 15 of each year, the Commission shall do the following:

- (a) Determine the amount, if any, by which property taxes payable to the Allocation Fund in the following year will exceed the amount of property taxes necessary to make, when due, principal and interest payments on bonds described in Paragraph 16(c) plus the amount necessary for the other purposes described in Paragraph 16(c).
- (b) Notify the County Auditor of the amount, if any, of excess property taxes that the Commission has determined may be paid to the respective taxing units in the manner prescribed in I.C. 36-7-14-39(b)(4)(B). The Commission may not authorize the payment to the respective taxing units if to do so would endanger the interests of the holders of bonds described in Paragraph 16(c) or lessors under Section 25.3 of the Act.

18. The officers of the Commission are hereby directed to make any and all required filings with the Indiana Department of Local Government Finance, the Elkhart County Auditor, the State Board of Accounts, and the appropriate county and township assessors in connection with the creation of the Allocation Area.

19. This Resolution, together with the supporting data, shall be submitted to the City Plan Commission and the City Common Council, as provided by Section 16 of the Act, for the approval of the Resolution and Plan, and if approved by both bodies, the Resolution and Plan shall be submitted to public hearing and remonstrance as provided by Section 17 of the Act, after public notice in accordance with Section 17 of the Act and I.C. 5-3-1 and after all required filings with governmental agencies and officers have been made pursuant to Section 17(b) and (c) of the Act.

20. All orders or Resolutions in conflict herewith are hereby rescinded, revoked and repealed in so far as such exist.

21. This Resolution does not affect any rights or liabilities accrued, penalties incurred, offenses committed, or proceedings begun before the effective date of this Resolution.

22. This Resolution shall be in full force and effect from and after its adoption by the Commission.

ADOPTED AND APPROVED at a meeting of the City of Elkhart, Indiana, Redevelopment Commission held on the 11th day of July, 2023.

CITY OF ELKHART, INDIANA
REDEVELOPMENT COMMISSION

Sandra Schreiber, President

ATTEST:

Alex Holtz, Secretary

EXHIBIT A

**Parkway At 17 Economic Revitalization Area and
T.I.F. District Boundary Description**

Real Estate in the City and County of Elkhart, State of Indiana, to wit:

Lot 9 as the said Lot is known and designated on the plat of Parkway at 17 DPUD – Phase III, recorded in Plat Book 33, Page 47, Elkhart County Recorder, situated in the Southwest Quarter of Section 7, Township 37 North, Range 6 East, Jefferson Township, Elkhart County, Indiana.

Containing 8 acres, more or less.

Tax Code: 07-07-300-029-039

EXHIBIT A

Parkway Avenue, Elkhart, Indiana 46514
Parkway at 17 DPUD - Phase III Lot 9 (TF 151)

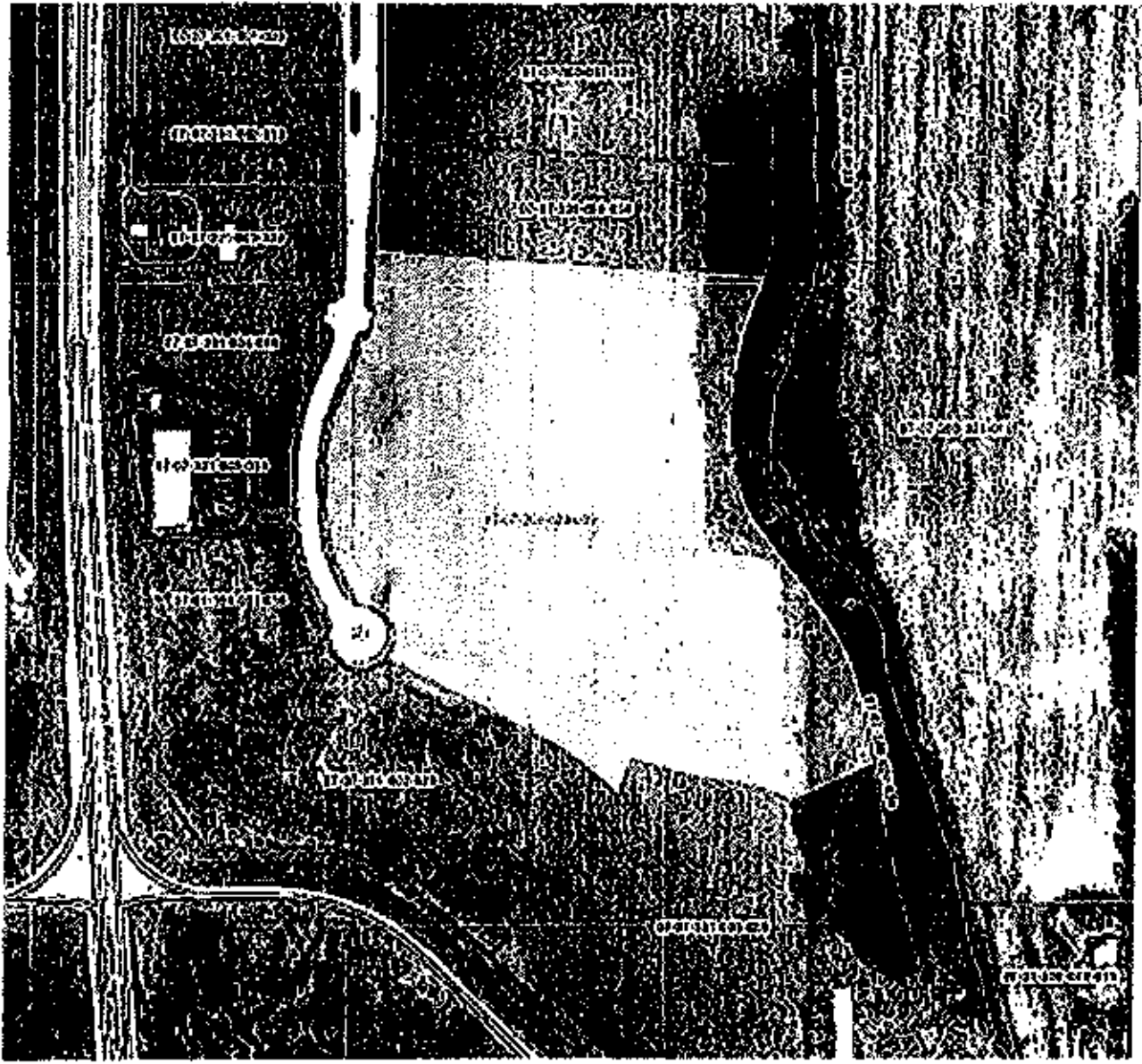


EXHIBIT B

THE PLAN



City of Elkhart

**City of Elkhart
County Road 17 Corridor
Economic Development Area Plan**

July 11, 2023

Elkhart Redevelopment Commission

County Road 17 Corridor Economic Development Area Plan

City of Elkhart, Indiana

Prepared by:
Department of Development Services

City of Elkhart
The Honorable Rod Roberson, Mayor

Elkhart Redevelopment Commission
Sandra Schreiber, President
Wes Steffen, Vice President
Alex Holtz, Secretary
Gerry Roberts
Dina Harris
Dorisanne Nielsen, School Board Advisor

Staff Support
Mike Huber, Director of Development Services
Adam Fann, Assistant Director for Redevelopment

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Introduction

City of Elkhart County Road 17 Corridor Economic Development Area Plan Purpose Statement

It is necessary to create an Economic Development Plan for the City of Elkhart County Road 17 Economic Development Area (the "Plan") to determine the activities that may be undertaken by the City of Elkhart Redevelopment Commission in relation to any of the development Area under its management. The purpose of the Plan is to benefit the public health, safety, and general welfare of the citizens of both the City and County by increasing the economic well-being of the City of Elkhart and the County of Elkhart, Indiana; and by increasing the real estate values in the City of Elkhart. The Plan will promote opportunities for attraction of new business enterprise to the City, for gainful employment of our citizens, retention and expansion of existing business enterprises, attraction and retention of jobs, and enhancement of the property tax base in the City of Elkhart, Indiana.

The Plan identifies projects and provides direction for public investment in the Tax Increment Financing District (TIF) Allocation Area. The Plan has been developed using established policy set forth in documents such as the City's comprehensive and transportation plans and from the recommendations of other subarea plans that have been completed for the corridor.

TIF's are a source of local property tax revenue used to make local public improvements in an allocation area that will support new economic growth, and provide job opportunities and opportunities for private investment. TIF's are one of the primary economic development incentives available to a community to spur investment in an area.

A TIF is an economic mechanism that is granted by the State of Indiana to local jurisdictions with Redevelopment Commissions under Indiana Code (IC) 36-7-14. A TIF works by establishing a base assessed value for the targeted area in the year the TIF was established. Once redevelopment occurs, new assessed value is generated from those properties in the allocation area, and that increase of assessed value is allocated to the TIF authority, which is Elkhart's Redevelopment Commission who re-invests those proceeds into the Economic Development Area to pay for local public improvements.

The County Road 17 Corridor Economic Development Area (the "Area") has been identified as a key economic development corridor within the City of Elkhart's 2015 Comprehensive Plan. The development of the Area cannot be achieved through the regulatory processes or by the ordinary operation of private enterprise without resorting to the powers allowed under the Act. Notwithstanding the installation of road, sewer, water, and other utilities in the Area in 2006, the Area has not been developed and remains vacant land.

- The Plan seeks to provide incentives that will support the installation of a new multi-family residential development containing over 250 housing units. The project will include a mix of market rate units and units affordable to residents who ear between 60-80% of the Area Median Income (AMI) as defined by the US Department of Housing and Urban Development (HUD).
- The Plan will incentivize other industry or professional park uses and attract specialized services/users that will help diversify the local economy.

Legal Description

Lot Numbered 9 as the said Lot is known and designated on the recorded plat of "Parkwell at 17 DPUD - Phase III," said plat being recorded in Plat Book 33, Page 47 as instrument No. 2010-14388 in the Recorder's Office of Elkhart County, Indiana.

Description of Economic Development Area

The TIF District consists of the approximately 21 Acres parcel directly to the east of County Road 17 within the Parkway on 17 DPUD.

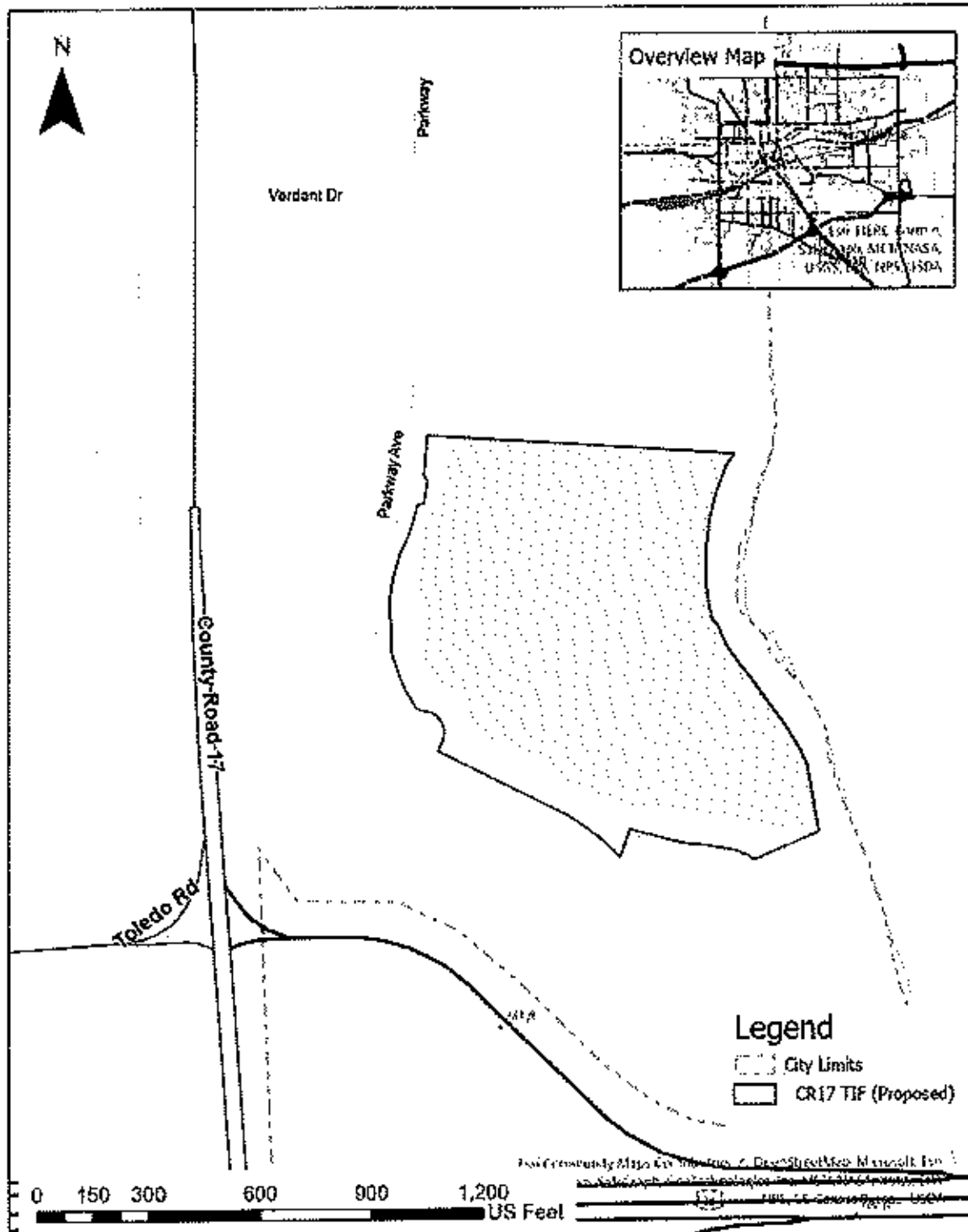
REAL ESTATE IN COUNTY ROAD 17 CORRIDOR TIF ON WHICH REAL AND PERSONAL PROPERTY TAXES MAY BE CAPTURED:

Real Estate in Elkhart County, State of Indiana, to wit:

Lot Numbered 9 as the said Lot is known and designated on the recorded plat of "Parkwell at 17 DPUD - Phase III," said plat being recorded in Plat Book 33, Page 47 as instrument No. 2010-14388 in the Recorder's Office of Elkhart County, Indiana.

Boundary Map

City of Elkhart County Road 17 Corridor Economic Development Area and Tax Increment Finance Allocation Area



DISCLAIMER: The graphic data provided by the City of Elkhart, Indiana, City of Elkhart, Indiana, and Elkhart County, Indiana, is provided for informational purposes only. The City of Elkhart, Indiana, and Elkhart County, Indiana, do not warrant the accuracy, completeness, or reliability of the data. The City of Elkhart, Indiana, and Elkhart County, Indiana, are not responsible for any errors or omissions in the data. The City of Elkhart, Indiana, and Elkhart County, Indiana, are not responsible for any damages, including consequential damages, arising from the use of the data. The City of Elkhart, Indiana, and Elkhart County, Indiana, are not responsible for any actions taken based on the data. The City of Elkhart, Indiana, and Elkhart County, Indiana, are not responsible for any legal liability arising from the use of the data. The City of Elkhart, Indiana, and Elkhart County, Indiana, are not responsible for any other actions taken based on the data. The City of Elkhart, Indiana, and Elkhart County, Indiana, are not responsible for any other legal liability arising from the use of the data.

Goals and Objectives

The implementation of the Plan will result in several public benefits to the citizens, property owners, and businesses in the City of Elkhart. These include:

- A coordinated development pattern that is consistent with the City's Comprehensive Plan and is sustainable in the future.
- Strengthened employment creation and opportunities within the Corridor.
- TIF Incentives that can stimulate redevelopment in a manner that is consistent with proposed development character.
- Public-private partnerships to maximize investment in the Corridor.
- Diversified land uses along the Corridor to assist with increasing the tax base.

For each infrastructure project described below, the Commission may fund the costs of real estate acquisition, engineering costs, architectural fees, surveying costs, title fees, design costs, legal costs, accounting costs, financing costs, project development and management costs, costs of permits, licenses, approvals or other similar costs in addition to the cost of construction.

The following list is an overview of potential activities that may be undertaken using TIF funding. These activities may be used individually or in combination to achieve the goals of the Plan. Additional activities as allowed by statute can also be completed as deemed necessary to further the redevelopment efforts for the Area. These actions could include, but are not limited to, the following:

- Planning Activities
- Project Supervision Activities
- Promotion Activities
- Infrastructure
 - ❖ Streetscape/Beautification/Public Amenities
 - ❖ Gateway Improvements
 - ❖ Transportation Improvements
 - ❖ Utility, Technology Infrastructure and Right-of-Way Improvements
- Housing Program
- Development Incentives
- Public/Private Partnerships
- Property Acquisition, Demolition, Rehabilitation/Redevelopment
- Environmental Assessments and Remediation Activities

Analysis

History

The Area was annexed into the City of Elkhart in 2015. The Common Council approved the annexation ordinance in April 2014 with an effective date of January 1, 2015, Ordinance #5381. The overall area specified in the annexation petition was generally land on the east and west sides of County Road 17 south of Middlebury Street to the US 20 Bypass.

The Elkhart County Redevelopment Commission established the Northeast Corridor Economic Development Area in 1990 that was amended in 2004 to incorporate the area. As the Economic Development area was in effect with existing debt at the time of annexation, the County TIF area is still in effect until 2035.

The Elkhart County Redevelopment Commission took action at its meeting July 6, 2023 to release the parcel from its Northeast Corridor TIF District.

Overview and Existing Conditions

The proposed TIF consists of vacant land generally located east of CR 17, and includes parcel 20-07-07-300-029,000-039. The parcel has level topography and has been platted for commercial uses.

Infrastructure Conditions

The TIF parcel is served by utilities, including roads, water, sewer, and street lights. Roads within the TIF include Parkway Avenue, which runs north/south and connects to Verdant Drive, which runs east/west. Verdant Drive extends west and intersects CR 17. There is a stoplight located at the intersection of CR 17 and Verdant Street.

Zoning

The Area is currently zoned R-4 Residential. This classification was adopted by the City of Elkhart Common Council in 2023 at the request of the land owner.

Floodplain

Portions of the Area are within the Special Flood Hazard Area (SFHA), zone AE Flood Fringe and identified Floodway. Generally, those Floodplain portions consist of the northeast corner of the site in the area adjacent to the creek. A graphic depicting the approximate SFHA boundaries is included in Appendix 2. Base Flood Elevations (BFE) have been determined for this area.

The City of Elkhart participates in the National Flood Insurance Program (NFIP). Therefore, all proposed development must meet the minimum development standards found in the City of Elkhart Zoning Ordinance found in Section 21. Not meeting the minimum requirements within the SFHA could impact the premiums on existing flood insurance policies and future participation in the NFIP.

All new residential construction shall have the lowest floor including basement built at or above the Flood Protection Grade (FPG) (which is two feet above the BFE). All new commercial or non-residential structures shall have the lowest floor elevated to or above the FPG or be flood-proofed to or above the FPG. Options for structures to be built on fill are also available. The lowest floor for those structures must also be built at or above the FPG. Specific design criteria for elevated structures is contained in Section 21.

Existing Plans

Comprehensive Plan

The City of Elkhart Comprehensive Plan Update was adopted in 2015 to serve as a long-range guide and decision-making tool regarding land use changes and capital improvement planning. The overall vision encompassed in the Comprehensive Plan seeks to promote Elkhart as a vibrant community comprised of healthy neighborhoods, a robust economy, a distinctive downtown, and safe and attractive transportation corridors.

This portion of the County Road 17 corridor has been designated as a commercial corridor. The future land use envisioned for the Area is commercial. In keeping with the remainder of the corridor, it is anticipated that the properties will be developed with similar uses as those on Parkway Drive to the north and to the west across County Road 17 - a mix of retail stores, restaurants, medical and professional offices, and similar uses. The base district of B-3 for the PUD allows for the development of such uses. Additionally, R-4 residential uses are complimentary uses to the B-3 commercial activity/uses.

Corridor Study

In 2005, the City of Elkhart, together with Elkhart County, has funded the SR 19 (Cassopolis Street), CR9 and CR 17 Corridor Study to analyze the existing conditions and apply the principles of access management to maintain efficient traffic flow, preserve the street's capacity and reduce the frequency and severity of crashes while maintaining reasonable access to adjacent land uses. Access management techniques include consolidation of curb cuts where possible, increasing the distance between curb cuts, guiding traffic to signalized intersections, and restricting turning movements.

Michiana on the Move: 2040 Transportation Plan

Michiana Area Council of Governments' (MACOG) Michiana on the Move: 2040 Transportation Plan provides a blueprint for how the Michiana region will address its transportation needs and how federal, state and local funds will be invested into highways, public transit, freight, bikeways and pedestrian walkways. As described in this plan, CR 17 is identified in the National Highways Systems (NHS) network, "which contains roads and highways important to the nation's economy, defense and mobility, and therefore, should be given the highest priority for improvements and repairs." Map-21, which is referenced in this plan, classified CR 17 as a principle arterial.

Proposed Activities

There are a variety of activities that should be implemented in the Area that would foster development that is consistent with the goals of this Plan.

The following list is an overview of potential activities that may be undertaken using TIF funding. These activities may be used individually or in combination to achieve the goals of the Plan. Additional activities as allowed by statute can also be completed as deemed necessary to further the redevelopment efforts for the Area. These actions could include, but are not limited to, the following:

Planning Activities

On occasion, short-range and long-range plans will be developed to provide direction for the Commission and city staff. The planning activities may include, without limitation:

- Corridor improvements
- Access management strategy
- Beautification plans
- Utility needs
- Storm water management
- Traffic improvement plans
- Pedestrian facilities that are ADA compliant
- Zoning standards and development overlay recommendations
- Site development plans
- Master Plans

Project Supervision Activities

The City of Elkhart has dedicated staff to provide supervision of the Commission plans and activities. This staff is responsible for developing and supervising the activities outlined in the Plan and keeping the Commission and the public informed of progress towards meeting the Plan goals and objectives.

Promotion Activities

The ultimate success of any economic development plan will be shown by how successful the city has been in attracting new businesses, new employers, creating new job opportunities, and retaining existing jobs and citizens. The public needs to be informed of progress in reaching those goals and what Elkhart has to offer potential developers and businesses. That requires a sound marketing plan supported by significant funding. TIF funds can be used to develop and implement such marketing plans. A well designed and executed marketing plan will promote development opportunities in area. This promotion and marketing will spur development and reinvestment in the Area resulting in increased investment and development of Elkhart.

Infrastructure

For each infrastructure project described in the Plan, the Commission may fund the costs of real estate acquisition, engineering costs, architectural fees, surveying costs, title fees, design costs, legal costs, accounting costs, financing costs, project development and management costs, costs of permits, licenses, approvals or other similar costs in addition to the cost of construction.

Streetscape/Beautification/Public Amenities

One of the goals of the Plan is to improve public amenities and aesthetics in an effort to spur interest and economic development. This Plan will allow these projects to be selected based on high-impact locations where projects will encourage private investment and, therefore, increase the increment to the TIF. Improvements could include, without limitation:

- Crosswalks, Walkways (sidewalks, multimodal paths, etc.)

- Lighting, Landscaping, Improvements to tree lawns, Right-of-Way Improvements
- Building façades, Signage
- Parks, Community Gardens, Additional Public Amenities
- Public Art

Streetscape improvements could tie the corridor together. Improvements could include landscaping, sidewalks and other pedestrian friendly amenities, distinctive street lighting, street trees, and a unified sign program. Consistent lighting and signage are necessary elements for creating a sense of cohesion along the corridor. Some key landscape components include sidewalks, pedestrian crossings, gateway features, pedestrian amenities, and street trees. As redevelopment occurs, each property owner and/or tenant should be encouraged, through incentives, to install sidewalks so the burden doesn't fall on the City to install all sidewalks. Zoning and subdivision regulations should be updated requiring sidewalks on all properties, especially in commercial areas.

Gateway Improvements

Gateways are the "front door" and give visitors their first impression of the community. It is important that special attention be given to improving the gateways in an effort to spur additional economic development in the Area. When possible, TIF revenue should be leveraged with other funding sources to maximize impact in areas where roadway improvements will encourage private investment. Major thoroughfares, connector streets, and primary intersections should be priorities.

Transportation Improvements

Transportation corridors are a vital part of making Elkhart a complete community. Railroads, rivers, and existing roadways restrict traffic flow in a number of areas around the city. Staff will use a coordinated, comprehensive effort to determine the transportation improvements that will be needed in the near term as well as into the future. Special attention will be given to major thoroughfares, connector streets, intersections and gateways to the community.

Utility, Technology Infrastructure and Right-of-Way Improvements

Easy access to development sites and public utilities is vitally important to future economic development in the community. In addition to traditional infrastructure, technology infrastructure is critical as we move towards more technology-driven development in Elkhart. Where appropriate, TIF revenue will be utilized to construct, repair, extend and upgrade utilities, technology infrastructure, and right-of-ways to better serve the Area. These actions could include, without limitation, the following:

- Traffic Devices, Street Lights, Streetscape Improvements
- Water, Fire Hydrants, Drainage, Sewer, and Storm Water Infrastructure
- Technology Infrastructure
- Curbs, Gutters, Intersections, Overpass/Underpass, Roadways, Alleys, Bridges, etc.
- Gas, Electric, and other Utilities including burying of utilities

The Area has many overhead utility lines impacting aesthetics and detracting from the visual element of the corridor. Any new utilities should be installed underground. In select areas, where significant redevelopment occurs, it may be appropriate to use TIF funds to relocate overhead utilities underground. TIF funds may also be used to assist in the cost of burying power lines in future development areas within this district. The RDC should consider options carefully when reviewing proposed development as burying overhead utilities can be costly.

Housing Program

IC 36-7-14 allows for the development of housing programs to assist in the redevelopment of allocation areas. The findings of several plans have identified the desire to promote more residential development in Elkhart. Economic development research indicates that a mix of residential and

commercial uses are critical for a vibrant community. The Commission intends to develop housing programs in an effort to facilitate the development of housing units as a means of increasing the value of the Area and furthering the development goals of the Plan.

Development Incentives

Public-private partnerships will likely be necessary in some of the most challenged properties. The Commission will assist and facilitate improvements in order to attract significant new development. This may extend to assistance in assemblage or acquisition, demolition, survey or pre-development costs, environmental testing, site work, permits and/or hook-up fees, public infrastructure, reimbursement agreements, tax incentives or low interest loans or grants.

Public/Private Partnership.

The Commission has determined that it will use its limited funds in a manner which will leverage significant new private investment in the Area. All public/private partnerships created must leverage private investment which is consistent with the specific objectives stated within this Plan.

The Commission has adopted a leveraging goal of \$1 to \$4 - \$10. In other words, every dollar of local, public sector funds used to implement the Plan is expected to leverage between four to ten additional dollars from the private sector. Funds that the Commission uses for site improvements are intended to lead to development activities financed by outside sources. Outside funding may include conventional equity investment, long-term debt financing, or other "soft money" sources such as private foundations, state grants, or national program. While the Commission is expected to play the lead role in the development process, other local groups will be significantly involved, and may take responsibility for finding outside funding to supplement the Commission's funds.

Property Acquisition, Demolition, Rehabilitation/Redevelopment

Land Acquisition and Disposition is an important redevelopment tool. In order to encourage new investment in the Area, the Commission will continue to be involved in acquisition of strategic properties when the private sector is unable or unwilling to acquire, demolish, and/or rehabilitate properties. There are no current plans for acquisition of property in the Area by the Commission as the current proposal calls for acquisition by the potential developer (s). If that proposal does not come to fruition, there may be properties in the Area that should be considered for acquisition and potential demolition, rehabilitation, and/or redevelopment. The acquisition of such properties is always contingent upon negotiation with individual property owners.

The properties on the Property Acquisition List may be considered for acquisition. The properties identified for demolition would be considered as dilapidated or functionally obsolete to the extent that adaptive re-use of the existing structure will likely not be sustainable. The properties identified for rehabilitation would be considered as under-performing but have a functional or historic value that would allow for reuse.

Hence, acquisition and redevelopment through a public-private partnership may be required. Costs for acquisition will vary depending upon the structure and possibility of partnerships.

Acquisition List

All of the parcels of property in the Area are included in the Acquisition List. The only entities with ownership or option rights in the property in the Area are:

Parkwel Investments Co., LLC, Landaq, LLC, 17-20 Land Development, LLC., and Michelle Blough, Kurtis & Kevin Bullard

Parcel Number	Address	Owner
07-07-300-029	Parkway Avenue	Parkwel Development, LLC

Acquisition Cost Estimate

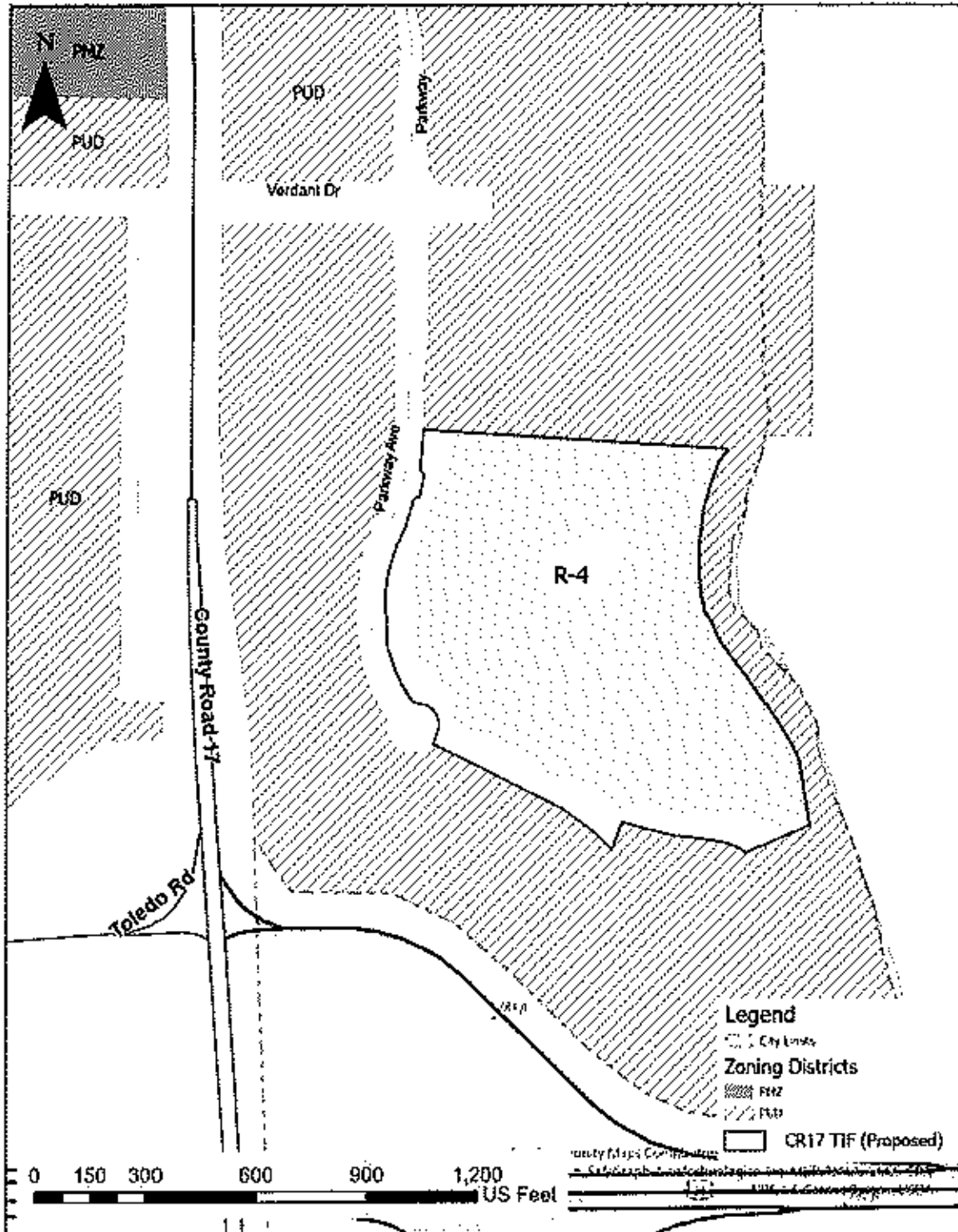
An estimate of the costs to be incurred for the acquisition of the above properties is \$26,700, based on assessed values for 2017

Statutory Findings

The controls, regulations and land use restrictions contained in this Plan are for the specific purpose of implementing the County Road 17 Corridor Economic Development Area Plan pursuant to Indiana Code 36-7-14-1-et.seq.

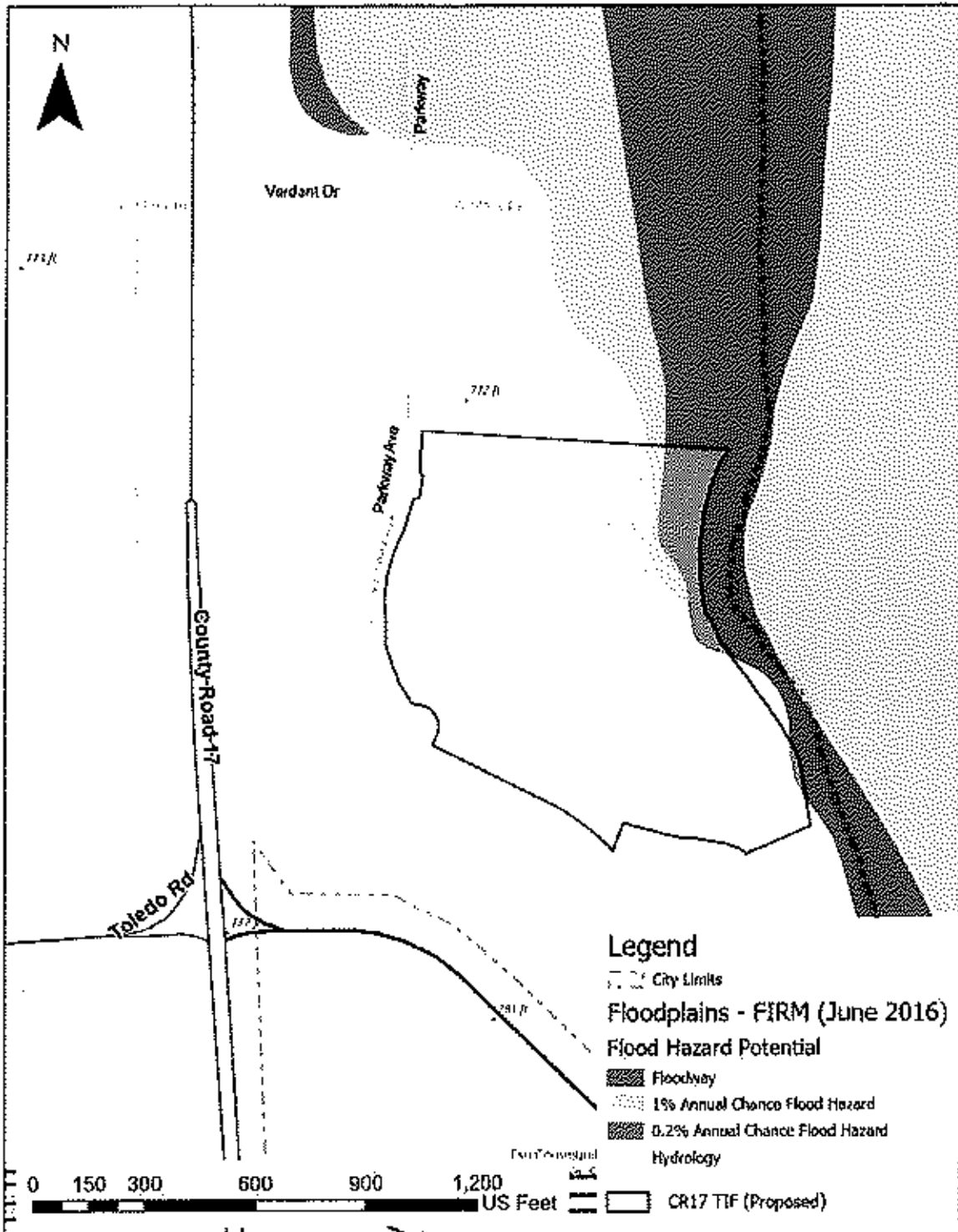
Appendices

Appendix 1: Zoning Map



DISCLAIMER: The geographic information system (GIS) data was prepared by the City of El Paso, Texas. The information is provided as a public service. It is not intended to be used for any purpose other than that for which it was prepared. The City of El Paso, Texas, does not warrant the accuracy, reliability, or completeness of any of the data provided herein. The data is provided "as is" without any warranty of any kind, and the user is responsible for the proper use of the data. The City of El Paso, Texas, is not liable for any damages, including but not limited to, direct, indirect, or consequential damages, arising from the use of the data. The information is provided for informational purposes only and should not be used as a basis for any legal or financial decisions.

Appendix 2: Floodplain Map



DISCLAIMER: The graphics developed by the City of Park, Texas, are for informational purposes only. They are not intended to be used for any purpose other than that of general information. The City of Park, Texas, does not warrant the accuracy, completeness, or timeliness of any of the data provided herein. The City of Park, Texas, does not warrant the accuracy, completeness, or timeliness of any of the data provided herein. The City of Park, Texas, does not warrant the accuracy, completeness, or timeliness of any of the data provided herein. The City of Park, Texas, does not warrant the accuracy, completeness, or timeliness of any of the data provided herein. The City of Park, Texas, does not warrant the accuracy, completeness, or timeliness of any of the data provided herein.

Appendix 3: Water, Storm & Sanitary Sewer Maps

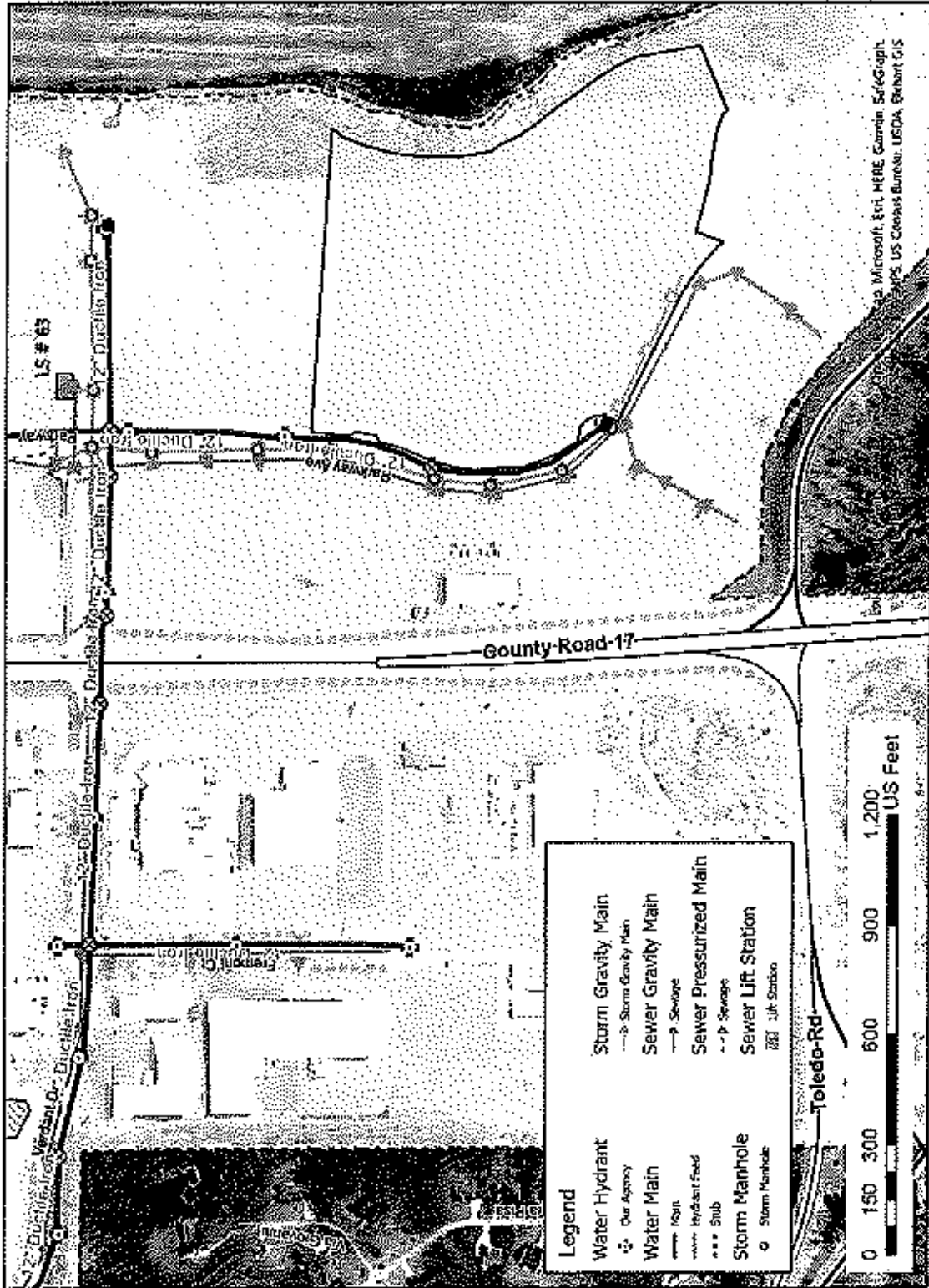


EXHIBIT C

(PROPOSED RESIDENTIAL DEVELOPMENT REAL ESTATE)

Real Estate in Elkhart County, State of Indiana, to wit:

Lot Numbered 9 as the said Lot is known and designated on the recorded plat of "Parkwell at 17 DPUD – Phase III," said plat being recorded in Plat Book 33, Page 47 as instrument No. 2010-14388 in the Recorder's Office of Elkhart County, Indiana.

RESOLUTION NO. 23-R-000

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,
APPROPRIATING FUNDING FOR RAILROAD CORRIDOR IMPROVEMENTS

Whereas, The Commission is working with the Public Works and Utilities Departments on improvements along the Rail Corridor owned by Patriot Rail (the "Project") and staff has requested the Commission appropriate \$657,000 of funding for the project contingent upon Patriot Rail transferring necessary and appropriate property rights to enable the City to proceed with the project and make the improvements; and

Whereas, the proposed improvements are located within and/or will directly benefit and serve the Downtown Allocation Area No. 1 and Consolidated South Elkhart Allocation Area residents; and

Whereas, the Commission believes it is in the best interest of the City, the Areas, and the inhabitants to approve and provide the funding for the Project.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the proposed Project and the Funding Request.
2. The Commission requests the Board of Public Works execute all contracts and take all actions necessary to cause the additional work to be performed at such time as it has the required property rights.
3. The Commission appropriates the sum of \$228,000.00 from Allocation Area No. 1 and \$429,000.00 from the Technology Park Tax Allocation Area to cover the cost of the Project, with any unused funds to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 11TH DAY OF JULY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 7/6/23

Re: Railroad Crossing Improvement

Staff has been working with the Public Works and Utilities Department on some improvements needed along the Railroad corridor owned by Patriot Rail. Staff would ask the Commission appropriate \$228,000 from the Downtown TIF and \$429,000 from the TECH Park TIF to fund these improvements contingent on an agreement be reached with Patriot Rail to deed over right of way for the construction of these improvements.



Patriot Rail

City of Elkhart Crossings Estimate

Priority	MP (FRA)	DOT# (FRA)	Street Name	Crossing Length	Approximate Cost	Current Surface Material	Notes
1	1.79	S22677G	Cassopolis Street	54	\$64,800	Asphalt	Upgrade to Ballseal
2	1.52	S22678B	Street (Abandoned)	42	\$51,240	Asphalt	Upgrade to Ballseal
3	0.45	S22678E	Prairie St	102	\$163,200	Asphalt	Upgrade to concrete slabs
4	2.35	S22681W	N Michigan St	56	\$79,200	Asphalt	Upgrade to Ballseal
5	2.23	S22680P	Edwardsburg Ave	84	\$100,800	Asphalt	Upgrade to Ballseal
6	1.93	S22681W	Country Road	48	\$64,800	Asphalt	Upgrade to Ballseal
7	1.93	S22681W	Country Road	48	\$64,800	Asphalt	Upgrade to Ballseal
8	2.7	S22685Y	West Blvd	48	\$57,600	Asphalt	Upgrade to Ballseal
9	2.6	S22684S	Oak St	54	\$64,800	Asphalt	Upgrade to Ballseal
10	2.13	S22683K	Ward St	42	\$51,600	Wood	Will need to remove abandoned track out of crossing, upgrade to Ballseal
11	2.3	S22682D	Pine St	60	\$72,000	Wood	Upgrade to Ballseal

ELKHART AVE. ?
 MAIN ?
 BRAZEL CROSS ?

Total

~~\$600,000~~
 DT \$ 206,000
 TECH \$ 429,000

RESOLUTION NO. 23-R- 051

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING AMENDMENT
TO THE EOZ BUSINESS, LLC DEVELOPMENT AGREEMENT

Whereas, The Commission has entered into a Development Agreement dated September 28, 2020, with EOZ Business, LLC ("EOZ") as purchaser and developer for construction of office/retail space and residential town homes on the real estate in the 200 block of East Jackson in the City of Elkhart (the "Real Estate"); and

Whereas, EOZ has constructed one office/retail building and has a second building in process, and EOZ has requested additional time to complete and submit a revised development plan to the City for approval, and to negotiate appropriate amendments to the Agreement for commencement and completion of the revised construction plan; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the same be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby grants EOZ's request to submit a revised development plan for the Project and proposed amendments to the Development Agreement by September 30, 2023, for consideration by the Commission.
2. The Officers and staff of the Commission are hereby authorized to negotiate such revised plans and amendments, and do all acts they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11TH
DAY OF JULY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary



2022
Community Development Block Grant
Sub recipient Agreement

By and Between the City of Elkhart
And
Lacasa, Inc.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Program Managed by the Community and Redevelopment Department
City of Elkhart, Indiana

Project Name: 209 N. Second Street Rehabilitation
Project Type: Residential Rehabilitation
Sub recipient ID: 35-1554538
FAIN: B-22-MC-180015
Federal Award Date: July 11, 2023
Federal Award Amount: \$266,000
Research & Development Award: No
Environmental Status: CEST Convert to Exempt
Other Fed Requirements: None
CDFFA Number: 14.218
Account Number: 2226-5-631-4314260 Residential Rehab
Project Amount: \$ 266,000 CDBG

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THIS AGREEMENT, entered this _____ day of _____, 2023 by and between the City of Elkhart through its Redevelopment Commission (herein called the "Grantee") and Lacasa, Inc. (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient shall rehabilitate 6 rental units and building exterior located at 209 N. Second Street, Elkhart, IN and manage the units for low income families and individuals at 50% of the area median income (AMI). See rehabilitation plan, Schedule 1. The total cost of the rehabilitation is estimated to be \$266,000.

B. National Objectives

All activities funded under this Agreement shall meet the CDBG program's National Objective of benefit low- and moderate-income persons, as defined in 24 CFR 570.208.

C. Accomplishment, Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Rehabilitate 6 rental units and building exterior that will benefit 6 low income (50% AMI) households.

D. Staffing/Capacity

By executing this Agreement, Subrecipient warrants they have or shall retain, the appropriate staffing and expertise to undertake the activities described in the Scope of Service.

E. Performance Monitoring

At regular intervals during the term of this agreement the Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. If, as a result of such review, it is the opinion of the Grantee that revisions of the Scope of Services are necessary or the performance of the subrecipient is substandard, the City will notify the subrecipient in writing of specific issues that need to be addressed. Upon receipt of such notification, the subrecipient shall, within ten (10) days, propose the manner in which the issues will be addressed. The proposed revisions shall be subject to the City's written approval. If action to correct identified issues are not taken by the Subrecipient within the prescribed period of time as indicated in the written notification, contract suspension or termination procedures will be initiated.

F. Time Of Performance

Services of the Subrecipient shall start upon execution of this Agreement and shall terminate on August 31, 2024 at which time the activities included in the Scope of Services shall be complete. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

G. Budget

Grant B-22-MC-180015

Line Item:	Amount:
Residential Rehabilitation	\$ 266,000
TOTAL	\$ 266,000

II. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement for the acceptable performance, as determined by the Grantee, of the above defined Scope of Services shall not exceed **Two Hundred Sixty-six Thousand and no/100 (\$266,000) Dollars**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in I. G. Budget and in accordance with performance measures as described in the Scope of Service. Each drawdown request must be presented to the Grantee in the drawdown request form and with approved sources of documentation for expenses. All expenses shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. Payments are contingent upon the Subrecipient's compliance with the financial management system in accordance with the standards specified in 24 CFR 84.21.

In the event that the Subrecipient does not expend the amount allocated under this agreement or the project is canceled or terminated for any reason, any funds not claimed and approved for allowable costs shall revert back to the Grantee.

III. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

IV. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The

Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its officers, agents, employees, staff, and elected or appointed officials from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. Subrecipient shall require and verify that all Contractors and Sub-Contractors maintain insurance meeting all the requirements stated herein, and Subrecipient shall ensure that City is an additional insured on insurance required from Contractors and Sub-Contractors. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, "Bonding and Insurance."

F. Bonding

Pursuant to 2 CFR 200.326, the following bonds are to be provided for this HUD-funded activity:

1. Performance, Payment and other Bonds

The Subrecipient shall furnish, or cause its contractor(s) to furnish, a satisfactory Performance Bond and a Payment Bond, each in the amount of 100 percent of the Project Price.

2. Warranty(ies)

The Subrecipient shall provide, or cause its contractor(s) to provide a warranty of their work for a 1-year correction and repair period for correction or removal and replacement of defective work.

3. Bid Bond

The subrecipient shall require a 5% bid surety (bond or cash) from eligible bidders for all contracts of work estimated to exceed \$ 250,000.

4. Bonding Company Waiver of Right of Notification

The Contractor shall assure that its Bonding Company is familiar with all of the terms and conditions of the Contract specifications, and shall obtain a written acknowledgment by the Bonding Company that said Bonding Company thereby waives the right of special notification of any charges or modifications of the Contract, or of extensions of time, or of decreased or increased work, or of cancellation of the Contract, or any other act or acts by the City of Elkhart, the City's Subrecipient, or any of its authorized representatives.

G. Federal Funds Recognition

Subrecipient shall ensure recognition of the CDBG funds, sub-granted by the City of Elkhart, and granted by the U.S. Department of Housing and Urban Development (HUD) to support Subrecipient's activity. To accomplish this recognition, during performance of the scope of work, Subrecipient shall post a sign, or use other appropriate means, to acknowledge the use of Federal CDBG funds from the City of Elkhart and the U.S. Department of Housing and Urban Development. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

I. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports by the Subrecipient to the Grantee that are incorrect or incomplete in any material respect.

If the Subrecipient materially fails to comply with any terms of this agreement, the Grantee may take any of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient,
2. Disallow (that is deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance,
3. Wholly or partly suspend or terminate the current award for the Subrecipient's program,
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available. In taking an enforcement action, the Grantee will provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

J. System For Award Management (SAM)

Subrecipient acknowledges that Federal funds are being used for this Agreement and that compliance with all material obligations is required by Federal or state law in reporting work completed with said funds. Subrecipient herein certifies that it and all its Contractors and Sub-Contractors, are eligible to participate in this Federally funded contract, pursuant to the "System for Award Management (SAM)" database, as maintained by the General Services Administration and required by 2 CFR, part 180.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR Part 200)

Subrecipient hereby agrees to comply with the requirements of 2 CFR Part 200. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, as grantor agency, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt of audit findings. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR Part 200.

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National
- c. Objectives of the CDBG program;
- d. Records required to determine the eligibility of activities;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21--28; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Personally Identifiable Information

The Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200 -- Federal Uniform Guidance) provides the following guidance and requirements on Personally Identifiable Information (PII). As a recipient of federal funds, Subrecipient shall take reasonable measures to safeguard protected personally

identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the City of Elkhart considers sensitive consistent with federal, state and local laws regarding privacy and responsibility over confidentiality.

2 CFR 200.79 Personally Identifiable Information (PII).

PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some information that is considered to be PII is available in public sources such as telephone books, public Web sites, and university listings. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual.

2 CFR 200.82 Protected Personally Identifiable Information (Protected PII).

Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed. (See also §200.79 Personally Identifiable Information (PII)).

Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive, or the City of Elkhart considers sensitive consistent with federal, state and local laws regarding privacy and responsibility over confidentiality (2 CFR 200.303).

2. Disclosure

Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act of 1974, 5 USC 552a, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

3. Close-outs

Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during

any period that the Subrecipient has control over CDBG funds, including program income.

4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Further, the Subrecipient will permit the Grantee, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this contract. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and conformance with 2 CFR Part 200 (formerly OMB Circular A-133).

C. Reporting and Payment Procedures

1. Program Income

Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an Indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

Subrecipient shall submit progress reports on the form provided by the Grantee detailing the expenditures of funds and progress made toward achieving program goals as described in the Scope of Service. The progress reports shall be submitted with each payment request. Subrecipient shall submit an annual report within 30 days of that report form becoming available by the Grantee. This report must provide all required data regarding beneficiaries and the services provided to them in accordance with the Scope of Service.

D. Procurement

1. Compliance

Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

3. Buy American and Lowest Responsive Bidder

Subrecipient agrees to purchase American-made materials and components for this federally funded contract to the maximum extent practicable. In addition, contractor agrees to compare at least two sets of vendor pricing for each kind of materials or components, and will provide for the file written documentation that the lowest responsive vendor was selected.

4. Travel

Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

Subrecipient shall keep inventory records, acceptable to the Grantee, on all nonexpendable property purchased with project funds. The Agency shall submit an inventory record of all items at the end of the program year and resubmit it each program year with revisions as necessary.

Subrecipient shall be responsible for the maintenance and upkeep of all nonexpendable property. The subrecipient shall also maintain sufficient insurance to cover the cost of replacement of any property purchased with supplemental funds, of loss due to fire, theft or accidental damage.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. Grant Funds

Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real Property

Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until the completion of the prescribed affordability period indicated in the recorded note for the project. If the Grantee determines that the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the note balance less any portion forgiven by the date of the default. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this agreement after the expiration of the affordability period.

3. Equipment

In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient agrees to comply with City Fair Housing Ordinance 4210 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive

Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

B. Equal Opportunity Provisions

During the performance of this contract, Subrecipient agrees to comply with the following federal provisions.

1. Executive Order 11246

Requires that during the performance of this Contract, the Subrecipient agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of the nondiscrimination clause.

2. Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et. seq.

Requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and subcontracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the project area.

3. Title VI of the Civil Rights Act of 1964

Provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

4. Section 109, Title 1 of the Housing and Community Development Act of 1974

Provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Title.

5. Age Discrimination Act of 1975

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

C. Section 504

Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

D. Affirmative Action

1. Approved Plan

Subrecipient, and or its Contractor or its Sub-Contractor (hereafter "Subrecipient"), agrees that it shall be committed to carry out, pursuant to City's specifications, an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. Upon request, City shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Disadvantaged, Minority, Women Business Enterprises (D/M/WBE)

Pursuant to the regulatory requirements under 2 CFR 200.321, Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Contract. As used herein, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representatives by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. Subrecipient may rely on written representations by

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The following information, as applicable, shall be retained by Subrecipient and produced upon request by the City, if determined to be necessary to establish the Subrecipient or Contractor or Subcontractor's "good faith efforts" to meet the Disadvantaged, Minority, Women Business Enterprise (D/M/WBE) requirements.

- a. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
- b. The names and dates of notices of all certified D/M/WBE's solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBE's were interested.
- c. The items of work for which the bidder requested sub-bids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with its own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
- d. The names of D/M/WBEs who submitted bids for any of the work indicated in (iii) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the contractor, subcontractor or supplier that was selected for that portion of the work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected contractor, subcontractor or supplier.
- e. Assistance that the bidder has extended to D/M/WBEs identified in (iv) above to remedy the deficiency in their sub-bids.

E. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

F. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

G. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

H. Employment Restrictions

1. Prohibited Activity

Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

I. Labor Standards, Davis-Bacon Act and Copeland Anti-Kickback Act

Subrecipient, and each of his/her Contractors and Sub-Contractors, agree to comply with the following Federal labor standards:

1. Compliance with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended;
2. Provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.);
3. Compliance with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the implementing regulations of the U.S. Department of Labor at 29 CFR Part 5;
4. The maintenance of documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
5. All other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

J. Residential Property

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

K. "Section 3" Clauses

1. Compliance

Compliance with the provisions of Section 3 of HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill

these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

2. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Said Notice shall describe the Section 3 preference including the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

L. Conduct

1. Assignability

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

M. Hatch Act

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

N. Conflict of Interest

Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

1. Written Code of Conduct

Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. Avoiding Conflict of Interest

No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No Financial Interest

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

The Subrecipient agrees that it will incorporate into every contract required to be in writing the following provisions: Interest of Contractor and Employees.--The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, in this Contract.

The assistance provided under this agreement shall not be used in payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other

approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

O. Lobbying

Subrecipient hereby certifies that:

1. No Contract Funding for Lobbying Activities

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. Requirement to Disclose Lobbying Activities

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

P. Subcontract Provisions

1. Federal Requirements

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

2. Lobbying Certification

Subrecipient will require that the language of the following "Lobbying Certification" is included in all subcontracts and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

3. Section 3 Clause

Subrecipient shall include the entire Section 3 clause included in this Agreement in every subcontract and will take appropriate action pursuant to the subcontract upon a finding

that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Approvals

Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

5. Monitoring

Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

6. Content

Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

7. Selection Process

Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

Q. Copyright & Patents

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed on and administered, in order to protect the public interest.

R. Religious Activities

Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

S. Drug-Free Workplace

Subrecipient agrees it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance that is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about
 - i) The dangers of drug abuse in the workplace
 - ii) The grantee's policy of maintaining a drug-free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs;
 - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the written code of conduct.
4. Notifying the employee in the written code of conduct that, as a condition of employment under the grant, the employee will-
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying HUD in writing, within ten calendar days after receiving notice under subparagraph 4 (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless HUD has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4 (b), with respect to any employee who is so convicted-
 - i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

T. Debarment and Suspension Common Rule

The Subrecipient shall comply with the non-procurement debarment and suspension common rule implementing E.O.'s 12549 and 12689 "Debarment and Suspension" at 24 CFR part 24. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

U. Architectural Barriers

Subrecipient agrees to comply with the Architectural Barriers Act of 1968 when applicable and with access requirements of the State of Indiana and City of Elkhart.

V. Fair Housing

Subrecipient agrees to affirmatively further fair housing.

VIII. ENVIRONMENTAL CONDITIONS

A. NEPA

Subrecipient agrees to comply with the provisions of the National Environmental Protection Act of 1969 and regulations pursuant thereto.

B. Air and Water

Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

E. Historic Preservation

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XI. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties have entered into this agreement on the _____ day of _____, 2023.

Lacasa, Inc.
(Subrecipient)

City of Elkhart Redevelopment Commission
(Grantee)

By _____
Jeremy P. Stutsman, CEO

By _____
Sandra Schreiber, President

RESOLUTION NO. 23-RES 252

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROPRIATING FUNDS TO PAY INFRASTRUCTURE IMPROVEMENTS FOR 511 DIVISION PROJECT

WHEREAS, LaCasa Inc. ("LaCasa") is seeking state and local grant funding to enable it to acquire the property and build an 8 unit apartment building on property currently owned by the Dept. of Redevelopment at 511 Division Street, as more fully described in the attached updated infrastructure support funding proposal for 511 Division Street (the "Proposal"); and

WHEREAS, LaCasa, due to cost increases, has requested an additional \$44,100 from the Infrastructure Grant Program for State and Division Streets (the "IGP Program") to cover the cost of water, sewer and fire suppression connections, road and sidewalk patch, curb cut and approach, alley improvements and relocation of an AEP 3 phase pole located in the dedicated alley, all of which are eligible IGP Program expenses; and

WHEREAS, the Commission believes this project furthers the goals of the Downtown Development Plan and it is in the best interest of the City and its citizens to approve the requested grant.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the LaCasa IGP Grant request of \$44,100 for the purposes set forth in the Proposal.
2. The Commission appropriates \$44,100.00 from the IGP Program Special Fund to fund the designated infrastructure costs, provided that any funds not expended will be returned to the appropriate fund.
3. The Officers of the Commission are hereby authorized do all acts which they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11TH DAY OF JULY 2023.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 7/7/23
Re: LaCasa Additional Appropriation

Last year the Commission appropriated \$58,000 from the Local Public Improvements Allocation done in 2020. LaCasa has run into some cost increases on the 511 Division project and has requested an additional appropriation of \$44,100 to pay for the work needed. Staff requests the Commission appropriate the additional request of \$44,100 from the Local Public Improvements Allocation.

511 Division St. 8 affordable units

Updated Redevelopment Infrastructure support Funding Proposal

	4/12/2022	6/23/62023
Item	Preliminary Request (Funded)	Final Budget Numbers (Proposed)
Water, Sewer, Fire Suppression (Will require all new connections)	\$ 8,341	\$ 57,100
Road Patch	\$ 6,000	(included in above)
ROW sidewalk patch, curb cut and approach	\$ 10,000	\$ 15,000
Improvements to former alley to South (due to Increased asphalt costs and curb instalation)	\$ 13,659	\$ 30,000
Electrical service costs into the building	\$ 20,000	\$ -
Total	\$ 58,000	\$ 102,100
Additional Request		\$ 44,100



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Page: 1

Elkhart Redevelopment Commission
 ATTN: Sherry Weber
 229 S. Second Street
 Elkhart IN 46516

June 30, 2023

Account No: 26399-000M
 Statement No: 176549

Attn: Sherry Weber

Re: General Services

Payments received after 06/30/2023 are not included on this statement.

Previous Balance \$49,921.84

Fees

			Hours	
06/01/2023	CTP	Research paying for equipment with TIF funds. Email A. Mann re: same re: TIF SUPERVISOR EQUIPMENT, ALL TIFs	0.80	238.00
	CTP	Review signed Purchase Agreement. Order title insurance commitment re: GARFIELD PROPERTIES	0.60	178.50
	CTP	Telephone call with M. Huber re: status re: PARKWAY TIF	0.30	89.25
06/02/2023	CTP	Review title insurance commitment re: 604-610 Garfield. Email A. Mann and J. Hughoy re: same re: GARFIELD PROPERTIES	0.60	178.50
06/06/2023	CDB	Review NLG bill on lawsuit. Review January '23 appropriation. E-mail Sherry if funds are still available to pay re: NLG/1101 B. BEARDSLEY	0.40	127.50
	GDB	Review memorandum, quotes and opinion memorandum. Draft and e-mail Resolution for computer, software and subscription costs re: TIF SUPERVISOR'S EQUIPMENT	0.80	255.00
	GDB	E-mail Public Notice of Offering to Elkhart Truth. Review and approve copy re: LOTS 51-56 HUBSON STERLING	0.70	223.13
	GDB	Update and e-mail red-lined Master Agreement, Note and Mortgage for Rehabilitation Loan Program re: HOUSING REHABILITATION	0.50	159.38
	GDB	Draft Resolution appropriating funds for April bill and e-mail for packet re: NLG/1101 B. BEARDSLEY	0.70	223.13
	GDB	Review A. Mack bill and locate February Resolution appropriating funds for same. E-mail Sherry to process for payment re: ICR/G & W	0.40	127.50

Re: General Services

			Hours	
	GDB	E-mail recorded Mortgage to Mary re: AURORA - LEX/MAIN	0.20	63.75
	GDB	Approve Agenda subject to addition of equipment purchase. Confirm resolutions needed are prepared and sent for packet re: TIF SUPERVISOR EQUIPMENT, All TIFs	0.50	159.38
	GDB	Review Ice bill for \$1,170 for VRIP work. Review Resolution 19-R-98 appropriating same and e-mail to Sherry to process for payment re: ICE/G & W - CONSOLIDATED TIF	0.40	127.50
	GDB	Initial review of title issue and respond to Adam re: 511 DIVISION	0.30	95.63
	GDB	Review Settlement Statement for closing and respond re: GARFIELD LOTS	0.30	95.63
06/07/2023	CTP	Review covenants. Conference re: same re: WOODLAND CROSSING	2.00	595.00
	GDB	Review e-mails re: boundary issues re: 511 DIVISION	0.70	223.13
	GDB	Review Restrictive Covenants. E-mail comments to Mary and Mike re: WOODLAND CROSSING	2.30	733.13
	GDB	Review closing documents. E-mail Sandy re: W. GARFIELD LOTS	0.30	95.63
	GDB	Review \$1.00 offer for back yard re: 1560 1/2 S. MAIN	0.20	63.75
06/08/2023	GDB	Prepare Agenda Follow-Up List. E-mail to Sherry and Adam	0.70	223.13
	GDB	Review packet and Agenda re: AURORA	0.30	95.63
06/09/2023	CTP	Research exchange of property re: Advantix re: CONSOLIDATED TIF	2.50	743.75
	GDB	Attend Pre-Agenda meeting	1.30	414.38
	GDB	Conference with Mary K. re: restrictions and upcoming meeting re: WOODLAND CROSSING	1.30	414.38
	GDB	Collect signatures and deliver closing documents to Meridian re: W. GARFIELD LOTS	0.60	191.25
	GDB	Conference re: how to recover GMLF funds and who to bill. Review e-mail with Chamber re: AURORA	0.30	95.63
	GDB	Review Resolutions and contracts. Conference re: file search for signed contracts. E-mail Sherry re: contracts she provided signed copies of re: AURORA	2.00	637.50
06/12/2023	CTP	Review projections and proposal for Zone 2 and 3 - re: RIVER DISTRICT/DOWNTOWN TIF	1.60	476.00
	GDB	Draft Baker Tilly contract and appropriation resolution. Draft Stone contract and appropriation resolution. E-mail to all. Review contracts re: CASSOPOLIS TIF - AMPHITHEATER	1.30	414.38
	GDB	Review Carve-out request and financial information. Respond to Mike H. Review e-mails with Baker Tilly re: (We Impact) RIVER		

Re: General Services

		Hours	
	DISTRICT ZONE 1/DOWNTOWN TIF	1.10	350.63
GDB	E-mail Sherry re: three additional follow-up contracts to circulate after meeting	0.30	95.63
GDB	Prepare Weaver contract for signature re: 700 W. BEARDSLEY	0.20	63.75
06/13/2023	GDB Conference with Mike H. re: new proposals and Carve-out re: (We Impact) ZONE 1 RIVER DISTRICT/DOWNTOWN TIF	0.60	191.25
	GDB Attend meeting re: AURORA	0.50	159.38
	GDB Attend meeting	1.30	414.38
06/14/2023	CTP Telephone call with D. Wynes re: Aurora loan limit. Review meeting minutes. Draft updated Aurora loan application. Email D. Wynes re: same re: AURORA CAPITAL	2.50	743.75
	CTP Review status of file and email D. Troyer re: 1918 Markle re: CONSOLIDATED TIF	1.10	327.25
	CTP Email R. Rompola re: financing options re: RIVER DISTRICT/DOWNTOWN TIF	0.30	89.25
06/15/2023	CTP Prepare Purchase Agreement re: 1560 1/2 S. Main. Email A. Fann re: same re: CONSOLIDATED TIF	1.60	476.00
	CTP Telephone call with M. Huber re: PARKWAY TIF. Review Economic Development Plans re: PARKWAY TIF	1.40	416.50
06/19/2023	CTP Revise Declaratory Resolution and letters to Plan Commission and Council re: PARKWAY AT 17	1.30	386.75
06/21/2023	CTP Review file and email D. Troyer re: status of 209 N. Second Street sale re: DOWNTOWN TIF	0.60	178.50
06/22/2023	CTP Video call with R. Rompola re: potential bonds or CPEA in River District re: DOWNTOWN TIF	0.60	178.50
	CTP Review title commitment re: 1560 S. Main Street. Multiple emails with A. Fann and Meridian Title re: same re: CONSOLIDATED TIF	0.70	208.25
06/27/2023	CTP Review and revise agreement for inspection of Beardsley properties. Email A. Fann re: same.	0.80	238.00
06/30/2023	CTP Review status of Parkway on 17 resolutions. Email M. Huber re: economic development plan. For Current Services Rendered	0.50 40.30	148.75 12,424.97

Advances

06/26/2023	Online legal research - May services. AEROMEX (\$25.68); DOWNTOWN (\$8.56); GENERAL (\$228.64)		262.88
	Total Advances		262.88
06/19/2023	Payment to Eikhart County Recorder re: Hotel		

Elkhart Redevelopment Commission

June 30, 2023

Account No: 26399-000M
Statement No: 176549

Re: General Services

Elkhart Plat, dated 11/14/22 --- check was never cashed. Stale check voided on 6/19/23	-40.00
Total Credits for Advances	-40.00
Total Current Work	12,647.85

Payments

06/08/2023	Fee Payment - ACH payment	-21,176.44
06/08/2023	Expense Payment - ACH payment	-187.48
06/08/2023	Advance Payment - ACH payment	-188.47
	Total Payments	-21,552.39
	Balance Due	<u>\$41,017.30</u>

Aged Due Amounts					
<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
41,017.30	0.00	0.00	0.00	0.00	0.00
Please Remit					<u>\$41,017.30</u>

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.

City of Elkhart
 TIF Budget Summary
 As of May 31st, 2023
 (Unaudited)

	4445 - Downtown		4446 - Pierre Moran		4447 - Southwest	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		4,652,673.38				
Revenues						
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	43,738.94	43,738.94	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	43,738.94	43,738.94	-	-	-	-
Expenses						
Personnel Services	3,385.73	14,320.25	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	5,809.52	16,560.92	-	-	-	-
Debt Service (Principle)	-	495,000.00	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	238,911.13	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	-	3,072.75	-	-	-	-
State Grant Expense	-	-	-	-	-	-
Other Services & Charges	125,756.30	218,649.74	-	-	-	-
Contract Services	277,253.00	281,603.00	-	-	-	-
Infrastructure	-	200,574.25	-	-	-	-
Transfers (Out)	-	-	-	-	-	-
Total Expenses	412,204.55	1,458,697.04	-	-	-	-
Ending Cash		3,227,720.28				
Less: Encumbrances		106,491.00				
Estimated Ending Cash		3,121,229.28				

City of Elkhart
 TIF Budget Summary
 As of May 31st, 2023
 (Unaudited)

	4448 - Acropolis		4449 - Sterling		4450 - Caspops	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		1,407,076.75		-		12,412,196.31
Revenues						
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	-	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	-	-	-	-	-	-
State Grant Expense	-	-	-	-	-	-
Other Services & Charges	696.65	696.65	-	-	792.28	286,841.78
Contract Services	-	-	-	-	-	-
Infrastructure	-	-	-	-	244,590.75	866,556.07
Transfers (Out)	-	-	-	-	-	-
Total Expenses	696.65	696.65	-	-	245,323.03	1,153,397.85
Ending Cash		1,406,380.10		-		11,258,798.46
Less: Encumbrances		-		-		1,673,513.40
Estimated Ending Cash		1,406,380.10		-		9,585,285.06

City of Elkhart
TIF Budget Summary
As of May 31st, 2023
(Unaudited)

	4451 - Tech Park		4452 - Main Gateway		4453 - Consolidated	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		996,801.90		-		6,791,100.64
Revenues						
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	500.00
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue						500.00
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	873.00
Debt Service (Principle)	-	-	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	-	-	-	-	-	-
State Grant Expense	-	-	-	-	-	193,966.96
Other Services & Charges	896.65	2,800.67	-	-	4,636.68	309,821.80
Contract Services	200.00	200.00	-	-	570.00	570.00
Infrastructure	-	-	-	-	-	-
Transfers (Out)	-	-	-	-	-	-
Total Expenses	1,096.65	3,000.67	-	-	5,206.68	505,231.76
Ending Cash		993,801.23		-		6,286,368.88
Less: Encumbrances		98,557.60		-		1,878,497.74
Estimated Ending Cash		895,243.63		-		4,407,871.14

City of Elkhart
TIF Budget Summary
As of May 31st, 2023
(Unaudited)

	1697 - Downtown Capital		2552 - Redevelopment	
	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		68,478.32		-
Revenues				
Spring Property Taxes	-	-	-	-
Fall Property Taxes	-	-	-	-
State Grants	-	-	-	-
Miscellaneous	-	-	-	-
Rent Income	-	-	-	-
Sale of Property	-	-	-	44,057.50
Transfers (In)	-	-	-	-
Total Revenue	-	-	-	44,057.50
Expenses				
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Professional Services	-	-	-	-
Debt Service (Principle)	-	-	-	-
Major Moves Loan Payment	-	-	-	-
Interest Expense	-	-	-	-
Admin & Trustee Fee	-	-	-	-
Brownfield Services	-	-	-	-
State Grant Expense	-	-	-	-
Other Services & Charges	-	-	-	263.00
Contract Services	-	-	-	-
Infrastructure	-	-	-	-
Transfers (Out)	-	-	-	-
Total Expenses	-	-	-	263.00
Ending Cash		68,478.32		43,794.50
Less: Encumbrances		39,451.72		-
Estimated Ending Cash		29,026.60		43,794.50