



City of Elkhart

Redevelopment Commission

**AMENDED**

**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING  
MUNICIPAL BUILDING (2<sup>ND</sup> FLOOR), COUNCIL CHAMBERS  
TUESDAY, SEPTEMBER 12, 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=m419b1bdb23895756f868775fb2d25b74>

enter **2315 283 6336** as the event number and **RDC9** as the event password.

To join by phone, call 1-415-655-0001, enter **2315 283 6336 ##**

*Press \*6 to unmute telephone*

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

1. Call to Order
2. Approval of Minutes
  - August 8, 2023 Regular Meeting Minutes
3. New Business
  - a) Open Bids
  - b) Public Hearing to review the 2022 CAPER
    - Review Consolidated Annual Performance Report (CAPER) for expenditures of the Community Development Block Grant (CDBG) funds for Program Year 2022.
  - c) Approve Veritext Invoice #6529925 for \$1,414.30 – Labour Pump Deposition
    - Approve invoice for Labour Pump deposition cost and appropriate \$1,414.30 from the Consolidated South Economic Development/Redevelopment Area TIF Special Fund.

- d) G&W VRP Process IDEM Appropriation
    - Appropriate \$20,000 from Consolidated TIF to cover future costs of IDEM oversight associated with G&W VRP process.
  - e) Joint Elkhart City/Elkhart County transfer of real estate
    - Approve joint resolution between County of Elkhart, Indiana and the City of Elkhart, Indiana Redevelopment pursuant to Indiana Code 36-1-11-8 transfer of real estate between governmental entities.
  - f) Alley at 511 Division – Lacasa Purchase and Development Agreement
    - Approve transfer of Real Estate and Purchase & Development Agreement with Lacasa, Inc.
  - g) EOZ Development Agreement River District
    - Approve Amendment No.1 to the EOZ Business, LLC Development Agreement.
  - h) Concord Mall Local Public improvements
    - Approve funding request contingent upon completion of specified conditions to funding and appropriate \$2,000,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Tax Allocation Area.
  - i) Community Development Block Grant (CDBG) Program Year 23 Subrecipient Agreement
    - AMAA-Health Plus Indiana
    - Minority Health Coalition of Elkhart County
  - j) Lacasa Home Ownership Assistance Program Forms
    - Approve the Lacasa Homeownership Assistance Program forms.
  - k) Approve Homebuyer Grant 1635 Huron
    - Approve Homebuyer Assistance Grant for 1635 Huron Street and appropriate \$15,000 from the CDBG Grant Year 2022 Funds
  - l) Lamar Advertising-CDBG Fair Housing Billboards
    - Approve Lamar Advertising contract for CDBG Fair Housing Billboards and appropriate \$10,000 from CDBG Fair Housing PY22 Grant #B22MC180015.
  - m) Downtown Parking Strategy
    - Approve employment of Abonmarche for parking study for amphitheater.
  - n) Central Green
    -
  - o) ARP Homeowner Occupied Rehab Program
    - Approve and appropriate \$30,000 from Special Account 294 to cover the cost of the ARP Homeowner Occupied Rehab program.
4. Staff Updates
5. Other Business
- a) Warrick and Boyn Invoice
  - b) July 2023 TIF Report
9. Public Comment
10. Adjournment



**City of Elkhart**  
*Redevelopment Commission*

**REGULAR MEETING**  
**ELKHART REDEVELOPMENT COMMISSION**  
**LOCATION: CITY HALL, 2<sup>ND</sup>. FLOOR, COUNCIL CHAMBERS**  
**Tuesday, August 8, 2023**  
**4:00 p.m.**

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**PRESENT:** Dina Harris, Alex Holtz, Gerry Roberts, Sandi Schreiber, Wes Steffen, Dorisanne Nielsen, Gary Boyn, Mary Kaczka, Mike Huber, Drew Wynes (acting Recording Secretary), Bil Murray (Self Vibrant Communities) and Lewis Anne Deputy (citizen)

**PRESENT BY WEBEX:** Chris Pottratz, Corinne Straight

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**CALL TO ORDER**

This meeting was held in-person, telephonically and virtually through WEBEX. Mrs. Schreiber called the meeting to order at 4:01 pm.

**AMENDMENT OF AUGUST 8, 2023 AGENDA**

Mrs. Schreiber asked for a motion to amend the August 8, 2023 Agenda. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor, motion approved.

**APPROVAL OF JULY 11, 2023 REGULAR MEETING MINUTES**

Mrs. Schreiber asked for a motion to approve the July 11, 2023 Regular Meeting Minutes. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor, minutes approved.

**NEW BUSINESS**

**A. OPEN OFFERS**

Mike Huber addressed the commission stating there are no bids to open.

**B. ICE MILLER INVOICE FOR VRP CLOSURE SERVICES**

Removed from agenda.

**C. NIBLOCK ACCESS AGREEMENT**

Mr. Mike Huber addressed the commission and explained the access agreement. Mrs. Schreiber asked for a motion to approve the Access Agreement with Niblock. Moved by Mr. Roberts. Seconded by Mr. Holtz. Voice vote, all in favor, minutes approved.

**D. 511 DIVISION ALLEY SALE TO LACASA**

Mrs. Schreiber asked for a motion to authorize the publication for the Alley at 511 Division. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor, motion approved.

**E. STATE ROAD 19 IMPROVEMENTS**

Mr. Huber addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the proposed work and appropriate \$8,140,000 from the Cassopolis Economic Development Area Allocation Special Fund to cover the cost with any unused funds to be returned to the appropriate account. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor, motion approved.

Mr. Huber addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve hiring Abonmarche for engineering oversight for construction on the Cassopolis Street improvements and appropriate \$300,000 from the Cassopolis Corridor Economic Development Area Allocation. Moved by Mr. Holtz. Seconded by Ms. Harris. Voice vote, all in favor, motion approved.

**F. APPROVE ROBERT'S ENVIRONMENTAL CONTRACT FOR 1701 STERLING AVENUE ENVIRONMENTAL REMEDIATION**

Mr. Huber addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve Robert's Environmental for soil remediation services at 1701 Sterling Avenue and appropriate \$18,700 from the Consolidated South Elkhart Economic Development Area Fund. Moved by Mr. Holtz. Seconded by Mr. Roberts. Voice vote, all in favor, motion approved.

**G. ADVANTIX AGREEMENT FOR 1701 STERLING AVENUE**

Mr. Huber addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the terms of the Advantix agreement and to ratify the President's prior execution of the agreement so Advantix can get their grant application in on a timely basis. Moved by Mr. Holtz. Seconded by Ms. Harris. Voice vote, all in favor, motion approved.

**H. 1101 EAST BEARDSLEY SETTLEMENT AGREEMENTS**

Mr. Boyn addressed the commission and answered questions. Camsaw, Inc. settlement presented for \$80,000. All American Group Holdings, LLC / HIG Capital, LLC settlement presented for \$75,000. Mrs. Schreiber asked for a motion to approve the respective terms of settlement outlined in the agreements subject to any final revisions the President might deem necessary or appropriate and authorize legal counsel to take all action including dismissal of the lawsuit required to effectuate the terms of settlement. Moved by Mr. Holtz. Seconded by Ms. Harris. Voice vote, all in favor, motion approved.

#### **I. 1101 EAST BEARDSLEY SWPPP INSTALLATION OF THE SWPPP SILT FENCE AND TEMPORARY DRIVE**

Mr. Huber addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the employment of Reed's Excavating for installation of silt fence and temporary drive as required under the Storm Water Pollution Protection Plan (SWPPP) approved by IDEM and appropriate \$10,500 from the Foundry Settlement Special Fund to pay for the cost of these services. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor, motion approved.

#### **J. LIGHTING DOWNTOWN ELKHART REQUEST**

Mr. Huber addressed the commission and answered questions. Mr. Bil Murray addressed the Commission, presented the Downtown After Dark proposal and answered questions. Mrs. Schreiber asked for a motion to approve funding for Downtown After Dark and appropriate \$50,000 from the Downtown Allocation Area No 1 Special Fund. Moved by Mr. Holtz. Seconded by Mr. Steffen. Ms. Harris recused herself from the conversation, as she is related to Bil Murray. Ms. Lewis Anne Deputy addressed the Commission asking if we could create a survey that the merchants could present to their customers asking what effect the lights have pulling on them to downtown Elkhart and the business. Voice vote, all in favor, one recused. Motion approved.

#### **K. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 23 SUBRECIPIENT AGREEMENT**

Ms. Kaczka addressed the commission and answered questions. Mrs. Schreiber asked for a voice vote (motion) to approve the sub recipient agreements submitted to the commission for Boys and Girls Club of Elkhart, Council on Aging of Elkhart County, Goodwill Industries of Michiana and YWCA North Central Indiana. Voice vote, all in favor, passed unanimously.

#### **L. LEX-MAIN FORGIVABLE LOAN**

Ms. Kaczka addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the assumption agreement for the façade improvement loan from Lex Main, LLC to J. J. Dalton for the \$25,000 five year forgivable loan. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor, motion approved.

#### **STAFF UPDATES**

Mr. Huber addressed the commission with updates on projects around the city

- **Development plan and proposal on zone 2 and 3 in the River District** – We are currently reviewing the plans. Anticipate we will bring them to the September Redevelopment meeting.
- **Development agreement for Zone 1** – We are currently reviewing the plans. Anticipate we will bring them to the September Redevelopment meeting.
- **Charrette** – Co-sponsored City of Elkhart, Elkhart Chamber, Notre Dame School of Architecture, South Central Elkhart Planning charrette on south side/Benham neighborhood taking place. Listening sessions to gather community input are currently taking place.

**OTHER BUSINESS**

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for \$25,300.07. Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$25,300.07. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice 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. Roberts. Seconded by Ms. Harris. Voice vote, all in favor, motion approved. The meeting adjourned at 5:18 p.m. Next meeting is on Tuesday, August 8, 2023 at 4:00 p.m. in Council Chambers.

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**SANDRA SCHREIBER, PRESIDENT**



**City of Elkhart**  
*Redevelopment Commission*

Elkhart Redevelopment Commission  
Pre-Agenda Meeting Summary  
For August 4, 2023

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**PRESENT:** Dina Harris, Wes Steffen, Alex Holtz, Gary Boyn, Chris Pottratz, Mike Huber, Adam Fann, Jacob Wolgamood, Sherry Weber, Mary Kaczka, Kristen Smole, Drew Wynes and Ambrose Kamya

**PRESENT BY WEBEX:** Jamie Arce

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The Commission reviewed each agenda item and staff explained the status of each matter to date and the need for and purpose of the proposed Resolution to be acted upon at the upcoming Elkhart Redevelopment Commission meeting on August 8, 2023.

## Public Notice

### Program Year 2022 Consolidated Annual Performance Evaluation Report (CAPER)

The City of Elkhart, as required by federal law, has prepared the Consolidated Annual Performance Evaluation Report (CAPER) for the expenditure of Community Development Block Grant (CDBG) funds for Program Year 2022, covering the period from July 1, 2022 through June 30, 2023.

The CAPER report contains a summary of programmatic accomplishments including a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, actions taken to affirmatively further Fair Housing, and other actions indicated in the Consolidated and Annual Action Plans.

The Annual report will be available to the public for examination at the City of Elkhart website ([www.elkhartindiana.org](http://www.elkhartindiana.org)) under the Community Department page or at the following Elkhart area locations:

City of Elkhart Municipal Building, Community and Redevelopment Department, 220 S. 2<sup>nd</sup> Street.

Elkhart Public Libraries:

- Main Branch 300 S 2<sup>nd</sup> Street
- Pierre Moran Branch, 2400 Benham Avenue
- Osolo Branch, 3429 East Bristol Street

The document will be available for public review and comment from September 5, 2023 through September 21, 2023. A public hearing to review the CAPER during the **regularly scheduled meeting of the Elkhart Redevelopment Commission on Tuesday, September 12, 2023 at 4:00pm**. The meeting will take place in the Common Council Chambers.

Questions or comments regarding the CAPER should be addressed to Ms. Dana Donald, 229 S. 2<sup>nd</sup> Street or via email to [Dana.Donald@coei.org](mailto:Dana.Donald@coei.org). The deadline for comments is Monday, September 25<sup>th</sup> at 5:00pm. All written and verbal comments regarding the CAPER will be reviewed and included in the report submitted to the US Department of Housing and Urban Development on or about September 30, 2023.



RESOLUTION NO. 23-R-062

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING INVOICE FOR LABOUR PUMP  
DEPOSITION COST AND APPROPRIATING FUNDS FOR PAYMENT

Whereas, The Commission has employed Ice Miller, LLP to seek recovery of City costs and damages arising from the environmental contamination at the former Labour Pump site; and

Whereas, the Contract for Services requires the City to pay litigation expenses as incurred; and

Whereas, Veritext Legal Solutions has submitted the attached invoice 6529925 for court reporting services for the deposition of our expert witness held on 4/11/23, in the amount of \$1414.30 (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 \$1414.30.
2. The Commission appropriates the sum of \$1414.30 from the Consolidated South Elkhart Economic Development/Redevelopment Area TIF 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 12th DAY OF SEPTEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

**Veritext, LLC - Midwest Region**

Tel. 800-554-3376 Email: [billing-midwest@veritext.com](mailto:billing-midwest@veritext.com)  
Fed. Tax ID: 20-3132569



Bill To: Louie Jorczak  
Ice Miller LLP  
One American Square  
Ste 2900  
Indianapolis, IN, 46282

Invoice #: 6529925  
Invoice Date: 4/27/2023  
Balance Due: \$1,414.30

**Case: City Of Elkhart Redevelopment Commission, etc. v. Labour Pump Company, et al. (20D021512CT000210)**

**Proceeding Type: Depositions**

Job #: 5772980 | Job Date: 4/11/2023 | Delivery: Normal

Location: Indianapolis, IN

Billing Atty: Louie Jorczak

Scheduling Atty: Amy Berg | Ice Miller LLP

Witness: John Kilmer	Quantity	Price	Amount
Transcript Services - Original Transcript(s)	177.00	\$4.00	\$708.00
Attendance - Hourly	7.00	\$65.00	\$455.00
Exhibits	1723.00	\$0.10	\$172.30
Litigation Package - Secure File Suite	1.00	\$25.00	\$25.00
Logistics & Processing	1.00	\$29.00	\$29.00
Hosting & Delivery of Encrypted Files	1.00	\$25.00	\$25.00

	Quantity	Price	Amount
Expenses (Out of Pocket)	1.00	\$0.00	\$0.00

Notes:	<b>Invoice Total:</b>	<b>\$1,414.30</b>
	<b>Payment:</b>	<b>\$0.00</b>
	<b>Credit:</b>	<b>\$0.00</b>
	<b>Interest:</b>	<b>\$0.00</b>
	<b>Balance Due:</b>	<b>\$1,414.30</b>

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

**THIS INVOICE IS 120 DAYS PAST DUE, PLEASE REMIT - THANK YOU**

Remit to:  
Veritext  
P.O. Box 71303  
Chicago IL 60694-1303  
Fed. Tax ID: 20-3132569

Pay By ACH (Include invoice numbers):  
A/C Name: Veritext  
Bank Name: BMO Harris Bank  
Bank Addr: 311 W. Monroe Chicago, IL 60606  
Account No: 4353454 ABA: 071000288  
Swift: HATRUS44

Invoice #: 6529925  
Invoice Date: 4/27/2023  
Balance Due: \$1,414.30

Pay by Credit Card: [www.veritext.com](http://www.veritext.com)

RESOLUTION NO. 23-R- 063

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROPRIATING FUNDS FOR INDIANA  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT OVERSIGHT  
OF VOLUNTARY REMEDIATION PROGRAM

Whereas, the Commission is engaged in a voluntary remediation program ("VRP") through the Indiana Department of Environmental Management ("IDEM") to remediate environmental contamination at the G&W Industries, Inc. site; and

Whereas, IDEM periodically invoices the Commission for its oversight of the VRP; and

Whereas, to facilitate prompt payment of the invoices, the Commission believes it is in the best interest of the City and its inhabitants to appropriate \$20,000.00 for the payment of invoices from IDEM related to the VRP.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission, having previously approved the Voluntary Remediation Agreement with IDEM and the costs associated therewith, appropriates the sum of \$20,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment TIF Allocation Area Special Fund to pay invoices of IDEM for its oversight of the VRP at the G&W Industries, Inc. site as and when they become due, with any surplus funds at the completion of the VRP returned to the Fund.
2. The Commission authorizes its officers and staff to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF SEPTEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 9/6/23  
Re: IDEM Fees Associated with G&W VRP

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Staff receives bills on occasion from IDEM for any document creation, conference calls, remedial oversight, or any other work involved in the VRP process. From 2020 to present, IDEM has invoiced the Commission roughly \$18,500 for these services. Staff is requesting the Commission appropriate \$20,000 from the Consolidated TIF to cover future costs of IDEM's oversight associated with G&W VRP process.

COUNTY OF ELKHART RESOLUTION NO. CO-2023-42

CITY OF ELKHART RESOLUTION NO. 23-R-064

JOINT RESOLUTION OF THE COUNTY OF ELKHART, INDIANA AND THE CITY OF  
ELKHART, INDIANA DEPARTMENT OF REDEVELOPMENT  
PURSUANT TO I.C. §36-1-11-8

WHEREAS the City of Elkhart, Indiana, Department of Redevelopment ("City"), has expressed an interest in acquiring certain real estate from the County of Elkhart, Indiana ("County") to facilitate possible redevelopment of the Exhibit A real estate for the betterment of the County and the City;

WHEREAS Indiana Code §36-1-11-8 contemplates the transfer of interests in real estate between governmental entities upon terms and conditions agreed upon by the entities as evidenced by the adoption of a substantially identical resolution by each entity;

NOW, THEREFORE, BE IT DETERMINED, ESTABLISHED, AND RESOLVED JOINTLY BY THE COUNTY OF ELKHART, INDIANA AND THE CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT, AS FOLLOWS:

1. Following the approval and execution of this Joint Resolution by the County and the City, the County agrees to transfer and convey by quit-claim deed the real estate identified on Exhibit A (the "Real Estate") to the "City of Elkhart, Indiana, Department of Redevelopment, a municipal corporation."

2. The City agrees to accept the Real Estate in "as is" condition without warranty and to indemnify, defend, and hold harmless the County from any and all claims, demands, actions, causes of action, and liabilities of any nature whatsoever arising from the Real Estate and from all judgments therefore, and for all expenses in defending or appealing said matters, including without limitation, court costs, attorney fees, and other expenses.

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the County of Elkhart, Indiana.

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ELKHART, INDIANA

By: Bradley D. Rogers  
Bradley D. Rogers, President

By: Suzanne M. Weirick  
Suzanne M. Weirick, Vice President

By: Bob Barnes  
Bob Barnes, Member

ATTEST:

By: Patricia A. Pickens  
Patricia A. Pickens, Elkhart County Auditor

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the City of Elkhart, Indiana,  
Department of Redevelopment, acting by and through its Redevelopment Commission.

CITY OF ELKHART, INDIANA, DEPARTMENT  
OF REDEVELOPMENT

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

ATTEST:

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

EXHIBIT A

REAL ESTATE

Lot 762 in the recorded Plat of Hudson Sterling Addition at Plat Book 115, page 413, Elkhart County Records.

Being tax parcel 20-06-09-427-013.000-012.

Lots 378 and 379 in the recorded Plat of Studebaker Park Addition at Plat Book 116, page 44, Elkhart County Records.

Being tax parcels 20-06-09-278-030.000-012 and 20-06-09-278-031.000-012.



RESOLUTION NO. 23-R- 065

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,  
INDIANA, APPROVING TRANSFER OF REAL ESTATE AND PURCHASE AND DEVELOPMENT  
AGREEMENT WITH LA CASA, INC.

WHEREAS, the Commission holds title to realty commonly known as Alley at 511 Division Street in the City of Elkhart, the legal description thereof is attached hereto as Exhibit A (the "Real Estate"); and

WHEREAS, the Commission desires to transfer the Real Estate to LaCasa, Inc., a Community Development Corporation ("Buyer"), pursuant to I.C. 36-7-14-22.2, to be redeveloped in furtherance of its plan for housing for low or moderate income families at 511 Division Street; and

WHEREAS, the Commission has been presented for approval the request for donation of the Real Estate to LaCasa, Inc. and form of Development Agreement for the Real Estate between the Commission and LaCasa, Inc. ("Buyer") in the form attached hereto as Exhibit B (the "Agreement"); and

WHEREAS, the Commission has published a notice in accordance with I.C. 5-3-1 of this public meeting and its intent to consider selling or granting the Real Estate to a community development corporation ("CDC") at this meeting; and

WHEREAS, the Commission has conducted a public meeting on the issue of sale or grant to the CDC, and duly considered all comments.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission now determines that the Real Estate shall be offered to LaCasa, Inc. by donation in furtherance of the previously approved plan of LaCasa, Inc. to develop the property at 511 Division Street for residential use to benefit low and moderate income families.
2. The Commission approves the donation of the Real Estate to LaCasa, Inc.
3. The Commission approves the terms of the Agreement.
4. The officers of the Commission are authorized to execute the Agreements, all deeds and other documents, and take all action they deem necessary and appropriate to carry out the terms of this Resolution.

DULY ADOPTED BY MAJORITY VOTE THIS 12th DAY OF SEPTEMBER, 2023.

ELKHART REDEVELOPMENT COMMISSION

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

Attest:

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

## DEVELOPMENT AGREEMENT

1. **PARTIES:** As of the 12th day of September, 2023, City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation (“Donor”) agrees to convey to LaCasa, Inc., a Community Development Corporation (“Developer”) and Developer agrees to accept from Donor, the following Property upon the terms hereinafter set forth including the contingencies set forth in the Home Funds Addendum attached hereto.

2. **PROPERTY:** The Property commonly known as the Alley at 511 Division Street in the City of Elkhart, Elkhart County, Indiana, and all privileges and appurtenances pertaining thereto, hereinafter collectively called “Property,” and whose legal description is contained on Exhibit A attached hereto and incorporated herein.

3. **DONATION:** Donor will donate the Property to Developer provided the Developer shall have the necessary funding in place to construct the eight (8) unit apartment building at 511 Division Street in accordance with the plan previously approved (the “Project”).

4. **CLOSING:** The closing (the “Closing Date”) shall take place at Meridian Title Corporation within thirty (30) days from the date Developer notifies Donor that all contingencies are satisfied and it is ready to close, unless extended in writing signed by both parties hereto, with the costs thereof paid by Developer.

5. **POSSESSION:** The possession of the Property shall be delivered to Developer at closing in its AS IS condition.

6. **INSPECTIONS:** Developer has been afforded the option of having the Property inspected, waives such right, affirms that it has conducted its own review of the Property and purchases the same AS IS.

7. **REAL ESTATE TAXES:** All real estate taxes for tax year 2021, pay 2022, and prior years, if any, shall be paid by Developer at closing. In addition, Developer shall pay all 2022, pay 2023, taxes, if any, as and when due.

8. **INSURANCE:** Insurance shall be canceled as of the Closing Date and the Developer shall provide its own insurance.

9. **SURVEY:** Donor shall permit Developer access to the Property to obtain, at Developer’s expense, any survey for the Property it may desire.

10. **ENVIRONMENTAL INSPECTIONS:** This property is located in a Residential Zone. Donor will provide Developer a copy of any existing environmental review report it may possess. All further inspections will be completed at Developer 's option and expense prior to closing, except for MACOG studies pursuant to the January 22, 2022, letter of support and commitment of funds. If Developer reasonably believes the environmental reports disclose a major problem with the Real Estate and the Donor is unable or unwilling to remedy the problem, this Agreement may be terminated or the problem waived by Developer.

11. **TITLE AND SURVEY APPROVAL:** Donor shall deliver to Developer prior to the Closing Date, at Developer's sole expense, a Commitment for Title Insurance from Meridian Title Corporation to insure Developer or its assignee a marketable title in fee simple absolute to the Property, subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment") and, at Developer's request, legible copies of all recorded instruments affecting the Property recited as exceptions in the Commitment. If Developer has an objection to items disclosed in such Commitment, Developer shall promptly make written objection to Donor after receipt of each such instrument. If Developer makes such objections, Donor shall, at Developer's sole expense, have a reasonable opportunity to cure the same, and the Closing Date shall be extended if necessary. Donor agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such reasonable time period, Developer may (a) terminate this agreement, or (b) waive the unsatisfied objections and close the transaction.

If the Title Company requires entry of a Quiet Title Judgment as a pre-condition to insuring the title, or any issue can be resolved by payment of an additional premium, all costs thereof shall be paid by Developer.

At Closing, Developer shall take title to the Property in its AS IS, WHERE IS, CONDITION WITHOUT WARRANTY, EXPRESS OR IMPLIED.

12. **SPECIAL ASSESSMENTS:** Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Developer. Developer will assume and agree to pay all special assessments for municipal improvements which are completed after the date of this Agreement.

13. **DEVELOPER'S CONDITIONS TO CLOSING:**

a. Developer's obligations under this Agreement are expressly conditioned upon the occurrence of the following events:

- (1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required as of the Closing Date;
- (2) Donor shall be ready, willing and able to deliver to Developer on the Closing Date the fully executed Limited Warranty Deed, as required hereunder; and
- (3) Developer and/or the Title Company shall have received such other documents as, in the opinion of the title insurer, are necessary to complete the transactions contemplated by this Agreement, including without limitation a fully executed Indiana Disclosure of Sales form.

b. In the event that satisfaction of any of the conditions described in this Paragraph shall not have timely occurred, Developer shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement. Except as otherwise herein specifically provided, upon termination of this Agreement by Developer pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

14. **DONOR'S CONDITIONS TO CLOSING:**

a. Donor's obligations under this Agreement are expressly conditioned upon the occurrence of the following event: (a) on the date hereof and as of closing, Developer shall be a Community Development Corporation as defined in I.C. 4-4-28-2; and (b) Developer shall have provided Donor satisfactory proof of its ability to fund the proposed Project.

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Donor, Donor shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement. Except as otherwise herein specifically provided, upon termination of this Agreement by Donor pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

15. **SALES EXPENSES:** Developer agrees to pay all costs associated with this transaction, and all closing costs and expenses, in cash prior to or at the Closing.

16. **DEFAULT:** If Developer breaches this Agreement and is in default, Donor may treat this Agreement as terminated. If Donor, through no fault of Donor, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Developer, this Agreement will terminate without further liability of either party.

17. **ATTORNEY'S FEES:** Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

18. **DUTIES OF DEVELOPER AND DONOR AT CLOSING:**

a. At the closing, Donor shall deliver to Developer, at Developer's sole cost and expense, the following:

(1) A duly executed and acknowledged Limited Warranty Deed conveying title in fee simple to all of the Property, and execute a Vendor's Affidavit;

(2) A commitment for issuance of an Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company dated as of the closing, agreeing to insure Developer's fee simple title to the Property subject to the standard printed exceptions contained in the usual form of the Title Policy;

(3) Execute all other necessary documents to close this transaction.

b. At the closing, Developer shall perform the following:

(1) Pay the Closing Costs; and

(2) Execute all other necessary documents to close this transaction.

19. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Developer may, at its option, terminate this Agreement by written notice to Donor within ten (10) days after Developer is advised of the commencement of condemnation proceedings, or Developer shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Developer's election, become the property of Developer and be applied to the Project costs.

20. **DEVELOPMENT REQUIREMENTS:** The Developer agrees to the following:

a. The Developer will develop the Property to provide low and moderate income housing for families, which development is in accord with its primary corporate purpose and the approved Development Plan for 511 Division Street;

b. The Developer will complete the Project within five years of the date of this Agreement;

c. The Developer, and each applicant, recipient, contractor or subcontractor undertaking work on the Development will use lower income project area residents as trainees and as employees and contract for work with business concerns located in the project area or owned in substantial part by persons residing in the project area, to the greatest extent feasible, as determined under the standards specified in 24 CFR 135; and

d. The Developer will rehabilitate or otherwise develop the property in a manner that is similar to and consistent with the use of the other properties in the area served by the Developer.

e. This Paragraph 20 shall survive closing and not be deemed merged into the Deed.

21. **MISCELLANEOUS:**

a. Any notice required or permitted to be delivered hereunder, shall be deemed received when personally delivered or sent by United States mail, postage prepaid, certified and return receipt requested, addressed to Donor or Developer, as the case may be, at the address set forth below the signature of such party hereto.

b. During the term of this Agreement, Donor shall entertain no competing offers nor shall it negotiate with any third person or entity for the sale of this Property.

c. Both Developer and Donor agree that there are no brokers involved in this Agreement.

d. Developer reserves the right to assign its interest in this Agreement to affiliates of Developer without recourse to the Developer. In the event of such assignment, Developer shall have no personal liability to the Donor or to any third party on account of this Agreement. In the event of assignment, all Developers' rights under this Agreement will transfer to the Assignee.

e. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

f. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

g. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

h. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

i. Time is of the essence of this Agreement.

j. Words of any gender used in this Agreement shall be held and constructed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

k. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

l. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[signature page to follow]*

DEVELOPER

LaCasa, Inc.

By: \_\_\_\_\_  
Jeremy Stutsman,  
President & CEO

By: \_\_\_\_\_  
Brad Hunsberger,  
VP-Real Estate Development  
202 N. Cottage Avenue  
Goshen, IN 46527

Developer's Taxpayer I.D. # 35-1554538

DONOR

City of Elkhart, Indiana,  
Department of Redevelopment

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

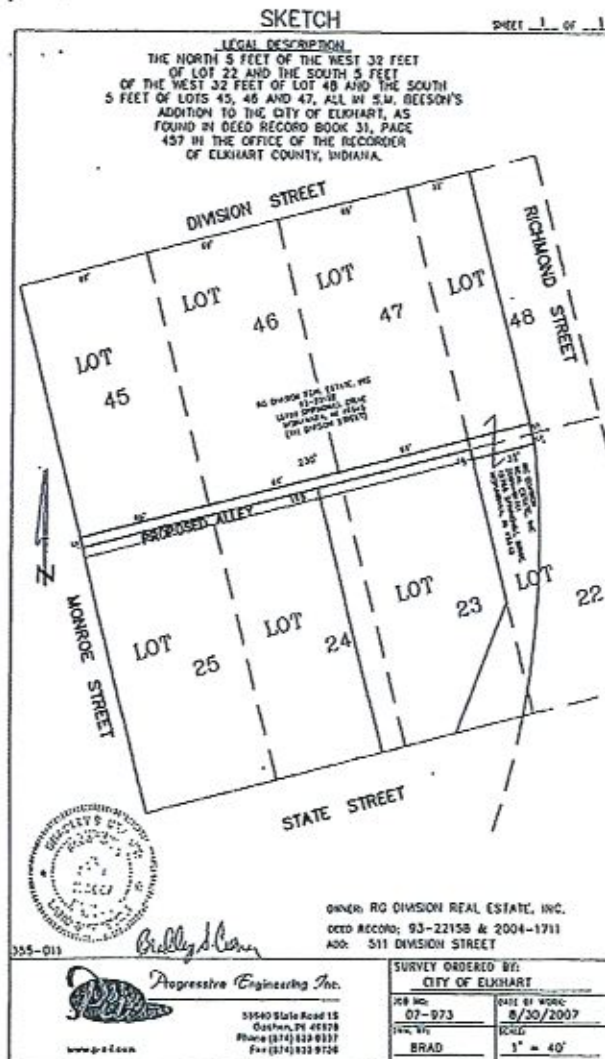
229 S. Second Street  
Elkhart, IN 46516



EXHIBIT A  
**Legal Description**

A strip of land located in the City of Elkhart, Elkhart County, State of Indiana, such real estate commonly known as the alley opening South of 511 Division Street (Lots 45, 46, 47 and 48), in and as shown on the sketch attached hereto as Exhibit A and incorporated herein by reference, and more particularly described as follows:

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 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.



RESOLUTION NO. 23-R- 066

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING AMENDMENT NO. 1  
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 a mixed use development on the real estate in the 200 block of East Jackson in the City of Elkhart (the "Real Estate"); and

Whereas, EOZ has presented an amended development plan and requested additional time to complete and submit its construction plans to the City for approval and additional time to commence construction of the improvements, and the parties have submitted the attached form of Amendment No. 1 to the Development Agreement which sets forth the proposed plan changes and revised construction schedule for consideration and approval (the "Amendment"); and

Whereas, the Commission has reviewed the Amendment and 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 approves the terms and conditions of the Amendment and extensions of time to perform set forth therein.
2. The Officers of the Commission are hereby authorized to execute and deliver the Amendment, and do all acts, which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12<sup>TH</sup>  
DAY OF SEPTEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

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

Draft 8/31/23

AMENDMENT NO. 1 TO  
DEVELOPMENT AGREEMENT

THIS AMENDMENT NO. 1 TO THE AGREEMENT made the 28th day of September, 2020, (the "Effective Date") by and between the CITY OF ELKHART, INDIANA, acting through its DEPARTMENT OF REDEVELOPMENT ("DOR") and DEPARTMENT OF PUBLIC WORKS ("DPW") (collectively the "CITY"), having its principal office at Municipal Building, 229 South Second Street in the City of Elkhart, State of Indiana, and EOZ Business, LLC and River District Development Company, LLC ("Developer"), whose address is 120 W. Lexington Avenue, in the City of Elkhart, County of Elkhart, and State of Indiana, is dated as of the 12<sup>th</sup> day of September, 2023.

W I T N E S S E T H :

WHEREAS, the City and the Developer entered into that certain Development Agreement dated as of September 28, 2020 (the "Agreement"); and

WHEREAS, the Developer, pursuant to Section 4(b) of the Agreement, has submitted revised construction plans for the development project; and

WHEREAS, the revised plans also include new timetables for each phase of the proposed development; and

WHEREAS, the Commission finds the revised plan acceptable in concept and the parties desire to amend the Agreement to include the revised plans and timetable and the additional steps required in furtherance thereof.

In consideration of the mutual agreements herein contained, the parties agree as follows:

1. The description of the Property in Schedule A of the Agreement is amended to include in the transfer to Developer the Zone 1 parking lot area previously excluded therefrom and is restated as follows:

LOTS TWO (2), THREE (3), AND FOUR (4) AS THE SAID LOTS ARE KNOWN AND DESIGNATED ON THE RECORDED PLAT OF RIVER DISTRICT NORTHWEST ADDITION AS SAID PLAT IS RECORDED IN PLAT VOLUME 38 PAGE 69 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

(the "Zone 1 Property").

2. In addition to the 2 buildings on the portion of the Zone 1 Property West of Clark Street, one of which is completed and the second building currently under construction to be completed no later than March 1, 2024, except for tenant build outs, by EOZ Business, LLC ("Buildings 1 and 2"), the Developer, River District Development Company, LLC, shall construct 7 buildings on the Zone 1 Property east of Clark Street, as shown on Exhibit 1 as Buildings A-1, A-2, and E-1 shown as Phase 1 of the Project, Buildings G-1 and G-2, and Pacific Street improvements shown as Phase 2 of the Project, and Buildings E-2 and E-3 which shall be offered for sale shown as Phase 3 of the Project, all as set forth on **Exhibit 1** hereto. Section 4(a) of the Agreement is hereby amended to include Phases 1, 2, and 3 and to exclude the construction of 10 to 15 residential townhomes.

3. Upon completion of construction of Building 2 and the amenities related thereto, DOR will issue a Certificate of Completion for Buildings 1 and 2.

4. In Phase 1 Developer shall construct three (3) new buildings consisting of not less than 85 residential units and 13,500 square feet of commercial space all to be owned by Developer and offered for lease to third parties.

5. In Phase 2 the Developer shall construct two (2) new buildings consisting of not less than 20 residential units to be owned by Developer and offered for lease to third parties and Pacific Street pedestrian improvements.

6. In Phase 3 Developer shall construct two (2) new buildings consisting of not less than 10 residential units to be offered for sale to third parties.

7. The Timetable for commencing and completing Phases 1, 2 and 3 is attached as **Exhibit 2**, and Section 4 (j) of the Agreement is amended accordingly.

8. The DOR will support the plan of Developer to close all or a portion of Pacific Street to vehicular traffic and dedicate that portion exclusively to pedestrian use. All actions required to vacate the public street shall be taken by the Developer at Developer's sole cost.

9. The DOR agrees to take the necessary steps to carve the Zone 1 Property out of Downtown Allocation Area No. 1 and create new Downtown Allocation Area No. 4 as generally depicted on **Exhibit 3** hereto, which may or may not include a separate residential TIF carve out, (the "Carve Out") to provide economic incentives for the revised Project through a pledge of 100 percent (100%) of the project generated TIF revenues for a period of 25 years (the "Incentive").

10. Developer's obligation to construct Phases 1, 2 and 3 of the Project is expressly contingent upon completion of the Carve Out and approval of the Incentive.

11. Developer shall no later than December 31, 2023, submit to the City Building Department the modified construction plans, drawings, elevations, specifications and construction schedule for Phase 1 in such detail as the Building Department shall require for its review and approval, and City's obligation to provide the Incentive is expressly contingent upon Developer obtaining the approval of such detailed plans by the Building Department and upon Developer compliance with paragraphs 12, 13 and 14 herein and obtaining the required approvals thereof.

12. Within 30 days of City approval of the modified construction plans, Developer shall provide DOR proof of financing of the amended Project in such form as is acceptable to DOR.

13. The Developer shall submit to the DOR and City Building Department its proposal for on-site public and private parking for all 3 Phases that complies with all zoning requirements no later than 5 p.m EST on December 31, 2023, for review and approval. The parties agree that the project shall retain not less than 180 public parking spaces within the Project Area through September 28, 2070, the final number to be set forth in the approved parking plan.

14. The Developer shall obtain all required building permits, zoning clearances and comply with all applicable regulatory requirements.

15. Upon final approval of the amended construction plans, DOR shall transfer title to the existing public parking area to Developer and Developer agrees to assume all responsibility for the cost, upkeep and maintenance, including snow and ice removal and plowing, of (a) all the public and private parking areas and rights of way and (b) all water, sanitary and storm sewer services within the Project Area. In the event Developer fails to properly maintain the public parking spaces and rights of way City shall have the right to perform the work needed, bill the cost to Developer and exercise any legal remedies available including placing a lien upon the property. Upon transfer of title, DOR and City duties under Section 9 (b) (3) and (4) of the Agreement shall terminate and have no further force or effect.

16. The Project Area storm sewer exclusively services the Project Area and Developer understands that it will either need to execute and deliver to the City the License, General Release and Indemnification Agreement in the form attached hereto as Exhibit 5 to allow it to discharge its storm water into the City's storm water sewer system, or obtain from the City an easement for the

section of the Project's private Storm Sewer that crosses City property to allow direct discharge of storm water into the river.

17. To complete Phase 3 of the Project as designed, Developer needs to acquire the portions of the Property currently owned or controlled by City Parks Department and City Board of Public Works shown on **Exhibit 4**. The parties agree to use their best efforts to achieve the necessary transfers by December 31, 2024. The addition of the new parcels to the Project Area shall require a re-plat of the Project Area and the Developer shall take all steps necessary to complete the re-plat process within 180 days of the transfer of title to the added properties to Developer.

18. DOR shall have the right to exercise any or all of its remedies on default in the event Developer fails to meet any of the timelines set forth herein, without just cause.

19. Developer shall pay when due, or reimburse DOR, all DOR/City costs associated with this plan amendment and all actions taken in furtherance of the amended Project, including, without limitation, all attorney, bond counsel and financial advisor fees, title examination or title insurance premiums, replat of the Project Area, real estate acquisitions or transfers, and extensions or relocations of public utilities or rights of way needed to accommodate the new development, provided, however, such reimbursement shall not exceed \$ \_\_\_\_\_.

20. Section 5(c)(1)(a)(iii) pertaining to any transfer to Century Homes, which transfer is no longer contemplated or allowed, is stricken from the Agreement.

21. Any additional environmental or other site inspections desired by the Developer shall be conducted by Developer at Developer's sole expense.

22. Any reference in the Agreement pertaining to notices to be provided to a specific person no longer in the employ of the City or Developer shall pertain to that person's successor.

23. In all other respects the Agreement shall remain unchanged and the provisions thereof, as amended hereby, shall be fully applicable to the parties performance of the terms contained in this Amendment No. 1.

In witness Whereof, the parties have executed this Amendment No. 1 as of the date set forth above.

CITY OF ELKHART,  
DEPARTMENT OF REDEVELOPMENT

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

Sandra Schreiber, President  
of its Redevelopment Commission

ATTEST:

\_\_\_\_\_  
Alex Holtz, Secretary  
of its Redevelopment Commission

STATE OF INDIANA        )  
                                      ) SS  
COUNTY OF ELKHART    )

Before me, a Notary Public within and for said County and State, on this \_\_\_ day of \_\_\_\_\_, 202\_\_, came the City of Elkhart, Department of Redevelopment, by Sandra Schreiber and Alex Holtz, President and Secretary, respectively, of its Redevelopment Commission, who as such President and Secretary, for and on behalf of the City of Elkhart, Department of Redevelopment, acknowledged the execution of the foregoing Agreement.

WITNESS my hand and official seal.

(Signature) \_\_\_\_\_

(Printed) \_\_\_\_\_  
Notary Public

THE CITY OF ELKHART,  
BOARD OF PUBLIC WORKS

By \_\_\_\_\_  
Michael C. Machlan, President  
Elkhart Board of Public Works

ATTEST:

\_\_\_\_\_  
Nancy Wilson, Secretary

STATE OF INDIANA     )  
                                  ) SS  
COUNTY OF ELKHART    )

Before me, a Notary Public within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, came Michael C. Machlan and Nancy Wilson, President and Secretary, respectively, of the City of Elkhart Board of Public Works, who as such President and Secretary, for and on behalf of the City, acknowledged the execution of the foregoing Agreement.

WITNESS my hand and official seal.

(Signature) \_\_\_\_\_

(Printed) \_\_\_\_\_  
Notary Public



DEVELOPER  
EOZ Business, LLC

By: \_\_\_\_\_  
Brian Smith, Manager

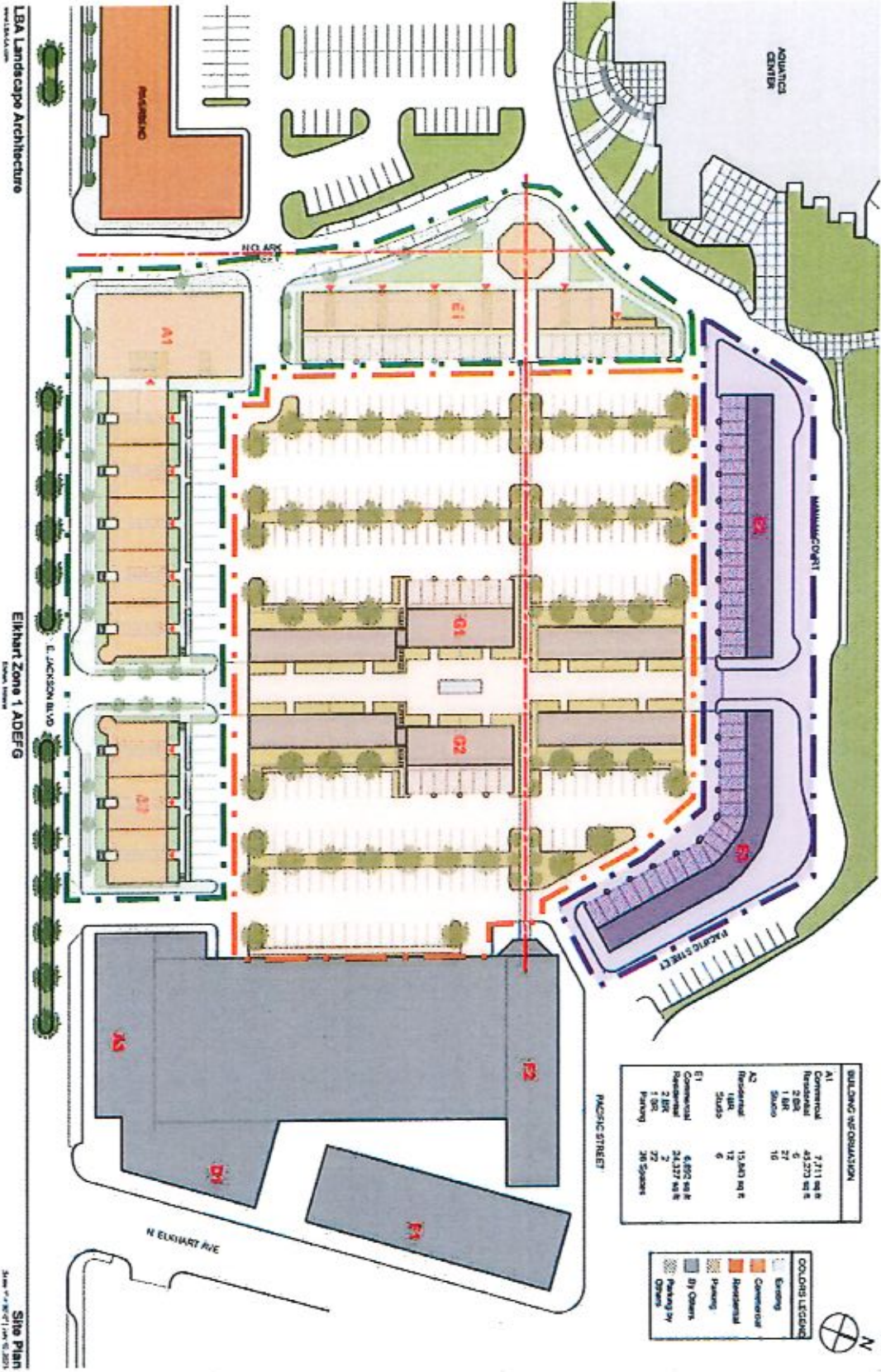
River District Development Company, LLC

By: \_\_\_\_\_  
David Weaver, Manager

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brian Smith and David Weaver, known to me to be the Managers of EOZ Business, LLC and River District Development Company, LLC the limited liability companies serving as project Developers named herein, and acknowledged the execution of the foregoing instrument for and on behalf of said limited liability companies, being authorized so to do, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_



AQUARIUS CENTER

MUNICIPAL COURT

PACIFIC STREET

PACIFIC STREET

N ELKHART AVE

LBA Landscape Architecture  
www.lba.com

Elkhart Zone 1 ADEFG  
Scale: 1/8"=1'-0"

Site Plan  
Scale: 1/4"=1'-0" (1/8"=1'-0")

BUILDING INFORMATION	
A1	Commercial
7,711 sq ft	48,373 sq ft
1 BR	27
Stalls	16
A2	Residential
11,343 sq ft	4
Stalls	4
E1	Commercial
4,892 sq ft	2,137 sq ft
Phase 2 BR	22
1 BR	28 Spaces
Parking	

**COLORS LEGEND**

- Existing
- Commercial
- Residential
- Parking
- By Others
- Parking By Others



- Phase 1
- Phase 2
- Phase 3









0 155 310 Feet

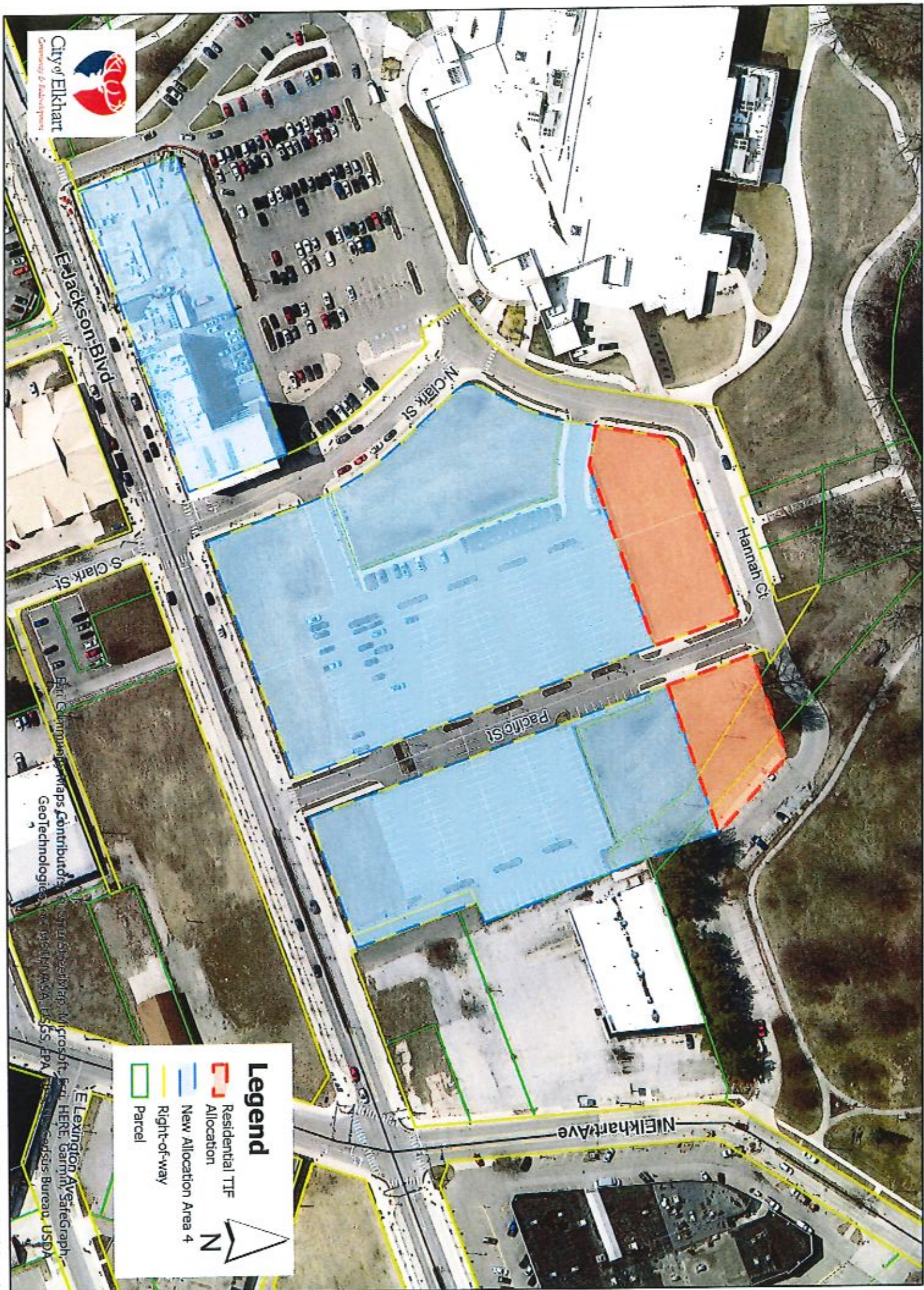
DISCLAIMER: The graphic data provided by the City of Elkhart, Indiana ("City") herein may be inaccurate or out of date. Any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk. Neither the City, or its boards, commissions, officials or employees guarantee the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind, and all warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Portions of this material include intellectual property of Elkhart County, Indiana and are used herein by permission. Information shown on any map or other data provided is not warranted for accuracy or merchantability by Elkhart County. The City reserves the right to alter, amend or terminate at any time the display of these maps and records.

City of Elkhart, Indiana  
 GeoTechnology  
 1000 S. State Street, Elkhart, IN 46517  
 765.734.1234  
 www.cityofelkhart.com

**Legend**

-  Residential TIF Allocation
-  New Allocation Area 4
-  Right-of-way
-  Parcel







Esri, Community Maps, Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

RESOLUTION NO. 23-R- 067

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,  
APPROPRIATING FUNDING FOR CONCORD MALL LOCAL PUBLIC IMPROVEMENTS

Whereas, The Commission has received a request from the new owners of the Concord Mall pertaining to the need for local public improvements that will support the redevelopment plan for the Mall including improvements to public parking spaces, fire suppression systems and the provision of city water service and staff has requested the Commission appropriate \$2,000,000 of funding for the project local public improvements (the "Funding Request") contingent upon the developer providing a final list of qualified local public improvements to be funded by the appropriation and the negotiation and final approval of a Development Agreement between the developer and the Commission (the "Conditions to Funding"); and

Whereas, the proposed improvements are located within and/or will directly benefit and serve the Consolidated South Elkhart Economic Development/Redevelopment Area and Allocation Area and the residents thereof; and

Whereas, the Commission believes it is in the best interest of the City, the Areas, and the inhabitants to approve the Funding Request.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Funding Request contingent upon completion of the specified Conditions to Funding.
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 and the Conditions to Funding have been met.
3. The Commission appropriates the sum of \$2,000,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Tax Allocation Area to cover the cost of the local public improvements, 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 12<sup>TH</sup> DAY OF SEPTEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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



Community Development Block Grant Program  
2023 CDBG Annual Action Plan

Subrecipient Agreement

Between the

*City Of Elkhart Community Development*  
*Elkhart, Indiana*  
*and*  
**AMAA- HEALTH PLUS INDIANA**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
Program Managed by the Community Development Department  
City of Elkhart, Indiana

Project Name: Serving Persons with HIV/AIDS  
Project Type: Public Services  
Subrecipient ID: 35-1902136  
FAIN: B23MC1-80015  
Federal Award Date: June 28, 2023  
Federal Award Amount: \$713,272.00  
Research & Development Award: No  
Environmental Status: Exempt per 24 CFR 58.34(a) and 58.35 (b)  
Other Fed Requirements: None  
CDEA Number: 14.218  
Account Number: 2226-5-631-4314271  
IDIS Number: 972  
Project Amount: \$189,653 Total  
    \$ 10,000 - CDBG  
    \$179,653 - IHGDA HOPWA

**CDBG SUBRECIPIENT AGREEMENT**  
**Between the City of Elkhart**  
**Community Development AND**  
**AMAA- HEALTH PLUS INDIANA FOR**  
**2023 CDBG PROGRAM YEAR**

THIS AGREEMENT, entered this September 12, 2023 by and between the CITY OF ELKHART COMMUNITY DEVELOPMENT (herein called the "Grantee") and AMAA- HEALTH PLUS INDIANA(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 will be providing services this CDBG Program Year 2023 for persons with HIV or AIDS. Services will be conducted in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**Program Delivery**

Activity: Recipient will use the CDBG funding as 20% of the Client Services Director's salary. AMMA - Health Plus Indiana client services director will oversee the case management staff ensuring that they are meeting the needs of the clients by conducting monthly individual supervisions and weekly services team meetings. The director is also responsible for the clinical quality management plan and cultural competency training of the staff.

**General Administration**

**B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the benefitting low-and moderate-income persons National Objective by making services available to limited clientele.



**C. Levels of Accomplishment – Goals and Performance Measures**

The Subrecipient agrees to provide the following levels of program for the persons served during the program year:

- Director supervises the staff who plan to serve 100 Persons
- Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

**D. Staffing**

<b>Staff Member</b>	<b>Responsibilities</b>
Leeah Hopper	Executive Director
Valerie Reist	Client Services Director
Belhany Bryant	Director of Finance

“Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.”

**E. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time of 14 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of July, 2023 and end on the 31st day of May, 2024.

Funds will not be available to the Subrecipient from the Community Development Block Grant Program (B-23-MC-1800015) after the completion date, unless otherwise approved by Grantee

**III. BUDGET**

<u>Line Item</u>	<u>Amount:</u>
Salary support for Client Services Director	<u>\$10,000</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Ten Thousand Dollars and no cents    \$10,000

Draw Requests for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE

Elkhart Community Development  
201 S. Second Street  
Elkhart, Indiana 46516  
574-322-4431

SUBRECIPIENT

AMAA- HEALTH PLUS INDIANA  
616 S. Main Street  
Elkhart, Indiana 46516  
574-234-2870 x 29

**VI. SPECIAL CONDITIONS**

N/A

**VII. 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 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 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 & Bonding**

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.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

**F. Grantee Recognition**

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**G. 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.

**H. Suspension or Termination**

In accordance with 2 CFR 200, 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 by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, 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.

## VIII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 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.

#### 2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. 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:

Records providing a full description of each activity undertaken;

Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

Records required to determine the eligibility of activities;

Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

Other records necessary to document compliance with Subpart K of 24 CFR 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 four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-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. Disclosure**

The 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 [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

**5. Close-outs**

The 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.

**6. 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. 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 sub-recipient audits and 2 CFR 200.

**C. Reporting and Payment Procedures**

**1. Program Income**

The activity does not generate program income as defined at 24 CFR 570.500(a).

**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. With the exception of certain advances, 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 and program income 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**

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The Grantee reserves the right to require the Subrecipient to submit additional reports in the form, content, and frequency specified by the Grantee.

The Subrecipient is required to submit an annual report and supporting beneficiary form within 14 days of the final draw request or within 14 days after the grant agreement ends whichever is first. 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**

The 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 200.

### **3. Travel**

The 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**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The 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 under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If 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 current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. 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 five-year period [or such longer period of time as the Grantee deems appropriate].
3. 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 that 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].

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

The 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 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 Grantee may preempt the optional 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.



X. **PERSONNEL & PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] 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**

The 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.

4. **Section 504**

The 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 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.

**B. Affirmative Action**

**1. Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

**2. Women- and Minority-Owned Businesses (W/MBE)**

The 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 this contract. As used in this contract, 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 fifty-one (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. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

**3. 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.

**4. Notifications**

The 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.

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

The 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.

## **6. Subcontract Provisions**

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.

## **C. Employment Restrictions**

### **1. Prohibited Activity**

The 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.

### **2. Labor Standards**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and 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. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain 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.

The 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 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.

## **3. "Section 3" Clause**

### **a. Compliance**

Compliance with the provisions of Section 3 of the 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 subrecipients and subcontractors. Failure to fulfill these

requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's sub-recipients and 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.

The 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."

The 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.

**b. Notifications**

The 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.

**c. Subcontracts**

The Subrecipient will include this Section 3 clause 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 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.

**D. Conduct**

**1. Assignability**

The 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.

**2. Subcontracts**

**a. Approvals**

The 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.

**b. Monitoring**

The 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.

**c. Content**

The 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.

**d. Selection Process**

The Subrecipient shall undertake to ensure 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.

### **3. Hatch Act**

The 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.

### **4. Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- a. The 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.
- b. 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.
- c. 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.

### **5. Lobbying**

The Subrecipient hereby certifies that:

- a. 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;
- b. 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; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for 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:
- d. Lobbying Certification

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.

#### **6. Copyright**

If this contract 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.

#### **7. Religious Activities**

The 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.

### **XI. ENVIRONMENTAL CONDITIONS**

#### **A. Air and Water**

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

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- 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;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

#### **B. 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).

**C. Lead-Based Paint**

The 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 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.

**D. Historic Preservation**

The 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 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.

**XII. SEVERABILITY**

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

**XIII. 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.



**XIV. 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.

**XV. 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.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

On behalf of  
Redevelopment Commission  
City of Elkhart, Indiana

AMAA- HEALTH PLUS INDIANA

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

By \_\_\_\_\_  
Leeah Hopper, Executive Director

**CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY VERIFICATION AND NON-DISCRIMINATION COMMITMENT**

*When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.*

STATE OF Indiana )  
 ) §  
COUNTY OF \_\_\_\_\_ )

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
  - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
  - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
    - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
    - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
2. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and
3. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

4. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Person Authorized to sign on behalf of  
Contractor

\_\_\_\_\_  
Printed Name and Title

## PY 2023 CDBG SUBRECIPIENT DRAW REQUEST SUBMISSION SCHEDULE

<b>Project:</b>	Elkhart CDBG Public Service	<b>Contact Phone</b>	574-322-4431
<b>Program Grant Year:</b>	July 1, 2023 – May 31, 2024	<b>Contact Email</b>	dana.donald@coei.org

In an effort to expend HUD CDBG funds in a timely manner this program year; we are asking each Subrecipient to submit their requests for reimbursement according to the schedule below:

	Months of CDBG Work	Request for Reimbursement between:
Draw Request Number 1	July & August, 2023	August 31, 2023 - September 14, 2023
Draw Request Number 2	September & October, 2023	October 31, 2023 – November 14, 2023
Draw Request Number 3	November & December, 2023	December 31, 2023 – January 14, 2024
Draw Request Number 4	January & February, 2024	February 29, 2024 – March 14, 2024
Draw Request Number 5	March & April, 2024	April 30, 2024 – May 14, 2024
Draw Request Number 6	May 2024	May 31, 2024 – June 14, 2024



Community Development Block Grant Program  
2023 CDBG Annual Action Plan

Subrecipient Agreement

Between the

*City Of Elkhart Community Development*  
*Elkhart, Indiana*  
*and*  
**MINORITY HEALTH COALITION OF ELKHART COUNTY**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
Program Managed by the Community Development Department  
City of Elkhart, Indiana

Project Name: Chronic Disease Self-Management Program  
Project Type: Public Services  
Subrecipient ID: 35-1974200  
FAIN: B23 MC1-80015  
Federal Award Date: June 28, 2023  
Federal Award Amount: \$713,272.00  
Research & Development Award: No  
Environmental Status: Exempt per 24 CFR 58.34(a) and 58.35 (b)  
Other Fed Requirements: None  
CDBG Number: 14.218  
Account Number: 2226-5-631-4314230  
IDIS Number: 981  
Project Amount: \$8,400.00 Total  
    \$ 5,000 - CDBG  
    \$ 2,400 - Indiana Minority Health Coalition

**CDBG SUBRECIPIENT AGREEMENT**  
**Between the City of Elkhart**  
**Community Development AND**  
**MINORITY HEALTH COALITION OF**  
**ELKHART COUNTY FOR**  
**2023 CDBG PROGRAM YEAR**

THIS AGREEMENT, entered this September 12, 2023 by and between the CITY OF ELKHART COMMUNITY DEVELOPMENT (herein called the "Grantee") and MINORITY HEALTH COALITION OF ELKHART COUNTY (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 will be responsible for administering a CDBG Year 2023 Chronic Disease Self-Management Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**Program Delivery**

Activity: Recipient will use the CDBG funding to provide 26 health information sessions for low to moderate income persons as defined in 24 CFR 570.208 to educate people on pertinent health matters. The program seeks to use contracted workers to conduct these sessions with the goal of providing a more suitable living environment for individuals living in the City of Elkhart.

**General Administration**

This project is under the supervision of MHC Director Tara Morris. The director will hold monthly meetings for reporting information and data collection with support staff. Evaluation of outcomes for objectives dealing with access to healthcare services will be determined by number of clients enrolled in the program and attendance at programs/events. Outcome evaluation of prevention issues will be measured by having participant's complete Post-knowledge evaluation. The Director and support staff will collect race, ethnicity, and income information from attendees. Attendees will self-certify their incomes and Director and/or staff will enter income information into HUD's CPD Income Calculator. A signed certification will be kept in the permanent client file. Director will submit the contracts for two community health workers and provide their signed timesheets, proof of payment, session sign in sheets with dates, and receipts with dates and proof of payment.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

**B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet the benefitting low-and moderate- income persons National Objective by targeting limited clientele who are interested and willing to learn better health practices.

**C. Levels of Accomplishment – Goals and Performance Measures**

The Subrecipient agrees to provide the following levels of program for the persons served during the program year:

\$175.00 per session for 26 Health Information Sessions. Funds will go toward Community Health Workers' wages. Ink pens and journals can be purchased for 75 Persons  
Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

**D. Staffing**

<b>Staff Member</b>	<b>Responsibilities</b>
Tara Morris	Director

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

**E. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time of 14 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**11. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of July, 2023 and end on the 31<sup>st</sup> day of May, 2024.

Funds will not be available to the Subrecipient from the Community Development Block Grant Program (B-23-MC-1800015) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
\$175.00 per session for 26 health information sessions	\$4,550
Ink pens and journals	\$450
TOTAL	\$5,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Five Thousand Dollars and no cents \$5,000

Draw Requests for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE

Elkhart Community Development  
201 S. Second Street  
Elkhart, Indiana 46516  
574-322-4431

SUBRECIPIENT

MINORITY HEALTH COALITION OF ELKHART COUNTY, Inc.  
312 Wagner Avenue Unit A  
Elkhart, Indiana 46516  
574-522-0128



**VI. SPECIAL CONDITIONS**

N/A

**VII. 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 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 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 & Bonding**

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.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

**F. Grantee Recognition**

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**G. 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.

**H. Suspension or Termination**

In accordance with 2 CFR 200, 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 by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, 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.

## VIII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 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.

#### 2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. 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:

Records providing a full description of each activity undertaken;

Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

Records required to determine the eligibility of activities;

Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

Other records necessary to document compliance with Subpart K of 24 CFR 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 four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-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. Disclosure**

The 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 [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

**5. Close-outs**

The 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.

**6. 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. 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 sub-recipient audits and 2 CFR 200.

**c. Reporting and Payment Procedures**

**1. Program Income**

The activity does not generate program income as defined at 24 CFR 570.500(a).

**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. With the exception of certain advances, 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 and program income 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**

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The Grantee reserves the right to require the Subrecipient to submit additional reports in the form, content, and frequency specified by the Grantee.

The Subrecipient is required to submit an annual report and supporting beneficiary form within 14 days of the final draw request or within 14 days after the grant agreement ends whichever is first. 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**

The 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 200.

### **3. Travel**

The 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**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The 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 under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If 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 current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. 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 five-year period [or such longer period of time as the Grantee deems appropriate].
3. 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 that 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].

## **IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The 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 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 Grantee may preempt the optional 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.

**X. PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] 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**

The 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.

**4. Section 504**

The 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 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.

**B. Affirmative Action**

**1. Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

**2. Women- and Minority-Owned Businesses (W/MBE)**

The 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 this contract. As used in this contract, 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 fifty-one (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. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

**3. 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.

**4. Notifications**

The 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.

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

The 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.



**6. Subcontract Provisions**

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.

**G. Employment Restrictions**

**1. Prohibited Activity**

The 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.

**2. Labor Standards**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and 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. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain 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.

The 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 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.

**3. "Section 3" Clause**

**a. Compliance**

Compliance with the provisions of Section 3 of the 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 subrecipients and subcontractors. Failure to fulfill these

requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's sub-recipients and 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.

The 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."

The 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.

**b. Notifications**

The 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.

**c. Subcontracts**

The Subrecipient will include this Section 3 clause 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 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.

**D. Conduct**

**1. Assignability**

The 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.

**2. Subcontracts**

**a. Approvals**

The 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.

**b. Monitoring**

The 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.

**c. Content**

The 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.

**d. Selection Process**

The Subrecipient shall undertake to ensure 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.

### **3. Hatch Act**

The 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.

### **4. Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- a. The 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.
- b. 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.
- c. 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.

### **5. Lobbying**

The Subrecipient hereby certifies that:

- a. 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;
- b. 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; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for 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:
- d. Lobbying Certification

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.

#### **6. Copyright**

If this contract 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.

#### **7. Religious Activities**

The 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.

### **XI. ENVIRONMENTAL CONDITIONS**

#### **A. Air and Water**

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

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- 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;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

#### **B. 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).

**C. Lead-Based Paint**

The 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 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.

**D. Historic Preservation**

The 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 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.

**XII. SEVERABILITY**

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

**XIII. 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.

**XIV. 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.

**XV. 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.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

On behalf of  
Redevelopment Commission  
City of Elkhart, Indiana  
COUNTY

MINORITY HEALTH COALITION OF ELKHART

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

By \_\_\_\_\_  
Tara Morris, Executive Director

**CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY VERIFICATION AND  
NON-DISCRIMINATION COMMITMENT**

*When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.*

STATE OF Indiana )  
 ) §  
COUNTY OF \_\_\_\_\_ )

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
  - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
  - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
    - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
    - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
2. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and
3. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.
4. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the



City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Person Authorized to sign on behalf of  
Contractor

\_\_\_\_\_  
Printed Name and Title

## PY 2023 CDBG SUBRECIPIENT DRAW REQUEST SUBMISSION SCHEDULE

<b>Project:</b>	Elkhart CDBG Public Service	<b>Contact Phone</b>	574-322-4431
<b>Program Grant Year:</b>	July 1, 2023 – May 31, 2024	<b>Contact Email</b>	dana.donald@coei.org

In an effort to expend HUD CDBG funds in a timely manner this program year; we are asking each Subrecipient to submit their requests for reimbursement according to the schedule below:

	Months of CDBG Work	Request for Reimbursement between:
Draw Request Number 1	July & August, 2023	August 31, 2023 - September 14, 2023
Draw Request Number 2	September & October, 2023	October 31, 2023 – November 14, 2023
Draw Request Number 3	November & December, 2023	December 31, 2023 – January 14, 2024
Draw Request Number 4	January & February, 2024	February 29, 2024 – March 14, 2024
Draw Request Number 5	March & April, 2024	April 30, 2024 – May 14, 2024
Draw Request Number 6	May 2024	May 31, 2024 – June 14, 2024

RESOLUTION NO. 23-R- 068

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING LaCASA HOMEOWNERSHIP ASSISTANCE PROGRAM FORMS

Whereas, The Commission has established the City of Elkhart Homebuyer Assistance Program (the "Program") funded through the City's CDBG PY2022 Program established under Title 1 of the Housing and Community Development Act of 1974 to reduce or otherwise subsidize the purchase price for 4 LaCasa, Inc. homes located at 1635 and 1639 Huron, 1308 Magnolia and 919 Hubbard Streets in the City of Elkhart to be sold to eligible low and moderate income homebuyers who meet income guidelines to enable their purchase of residential properties within the City; and

Whereas, the staff has presented to the Commission and the Commission has reviewed the attached Program Guidelines, Checklist, Pre-Closing Report, Final Report and Lien and Restrictive Covenant Agreement (the "Program Forms") and believes it is in the best interest of the City and its inhabitants to approve the same.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Program Forms.
2. The Officers of the Commission and staff are hereby authorized to disseminate the Application on request and do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12th DAY OF SEPTEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

Add to Item J  
Res 0608

LIEN AND RESTRICTIVE COVENANT AGREEMENT FOR THE CITY OF ELKHART COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM: HOMEOWNERSHIP ASSISTANCE

This Lien and Restrictive Covenant Agreement (the "Agreement") for the City of Elkhart Community Development Block Grant Program ("CDBG") is made by and between \_\_\_\_\_ (the "Owner"), the Owner of certain real estate located at \_\_\_\_\_ ("address"), Elkhart, Indiana, in Elkhart County, Indiana, more particularly described as \_\_\_\_\_

\_\_\_\_\_ (the "Real Estate"), and the undersigned, the City of Elkhart, Indiana (the "City"), as recipient of an award of funds from the United States Department of Housing & Urban Development ("HUD").

City enters into this Agreement as part of a CDBG Homeownership Assistance grant funded through the City's CDBG Program established under Title I of the Housing and Community Development Act of 1974, as amended, and the rules, regulations, policy memoranda and other authority thereunder, and administered by the City of Elkhart. The City has the exclusive right to enforce the terms of and protect the interests created by this instrument.

**I. PURPOSE**

- A. City administers an entitlement CDBG Program with funds from HUD pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and the rules, regulations, policy memoranda and other authority thereunder.
- B. Owner applied for and received a CDBG Homeownership Assistance grant from the City, used to provide direct assistance for purchase of a single family home for the benefit of low and moderate income households, whose household income is at or below eighty percent (80%) of the area median income (the "Beneficiaries").
- C. Direct assistance consists of any financial assistance that reduces the purchase price from fair market value to an affordable price, or otherwise directly subsidizes the purchase (e.g., down payment or closing cost assistance, grants to reduce mortgage insurance, interest rate or mortgage principal). Owner's cost to acquire the Real Estate was subsidized by direct assistance in an amount totaling \_\_\_\_\_ Dollars and 00/100 (\$ \_\_\_\_\_ .00) (the "assistance"), which assistance is subject to the requirements of the CDBG Program.
- D. The CDBG Program requires that the benefits of such assistance remain with the intended Beneficiaries under the CDBG Program. The housing must be acquired by a homebuyer whose household qualifies as a low or moderate income household, and the housing must be the principal residence of the household.

## II. AFFORDABILITY PERIOD

Specifically, the City requires that restrictive covenants be placed on the assisted property in the form of deed restrictions, covenants running with the land, or similar mechanisms that remain in effect for the following periods specified below (the "Affordability Period"):

Funds per Residential Unit	Term of Restrictive Covenants
Up to \$15,000.00	5 years
\$15,000.01 to \$40,000.00	10 years

The Affordability Period begins on the date of the Agreement.

## III. AGREEMENT

The Owner and City hereby impose the following restrictive covenants upon the Real Estate, which shall be enforceable by the City. The Owner hereby warrants, grants, and conveys to the City a lien upon the Real Estate for the Affordability Period specified above for the amount of the assistance (the "Lien"). In consideration of these mutual undertakings and covenants, the parties further agree as follows:

- A. Throughout the Affordability Period the Real Estate shall be occupied by the Owner/Beneficiaries.
- B. Upon the occurrence of any of the following events during the Affordability Period, the entire sum secured by the Lien shall be due and payable by the Owner upon demand. Repayment may be demanded upon:
  1. Transfer or conveyance of the Real Estate by deed, land contract, lease, or otherwise, within the Affordability Period;
  2. The Owner/Beneficiaries no longer occupy the Real Estate as their principal residence; or
  3. Commencement of foreclosure proceedings by any mortgagee (or deed in lieu of foreclosure), within the Affordability Period.
- C. If any of the events listed in subsection III.B occur during the Affordability Period, the City may recapture the direct assistance amount secured by the Lien, calculated by dividing the total amount by the number of total months in the Affordability Period to obtain a monthly assistance amount, and then multiplying the monthly assistance amount by the number of months remaining in the Affordability Period.
- D. The Owner and City acknowledge that the financial assistance received through the CDBG Program represents good and valuable consideration for this Agreement and these restrictions on the use of the Real Estate are consistent with the statutes, regulations, terms, conditions, and requirements for the CDBG Program as administered by the City.
- E. The Lien may be foreclosed and the restrictive covenants shall terminate on the date the Real Estate is acquired by foreclosure in accordance with the laws of the State of Indiana, or an instrument in lieu of foreclosure.
- F. Notwithstanding anything to the contrary in this Agreement, the City and the Owner agree that the Lien is subject and subordinate to any Senior Debt, as defined below, in priority as to the City's interest in the Real Estate; reflected in its proportionate share of the amount invested in the Real Estate. As used in this Agreement, "Senior Debt" means any indebtedness of the Owner to any lender that has provided financing to the Owner for the purchase, construction, rehabilitation, or refinancing of the Real Estate prior to the date of this Agreement. This Agreement will not be subordinate to any debt incurred by the Owner in the form of a second mortgage on the Real Estate, unless that second mortgage is in favor of the lender holding the Senior Debt.
- G. This Agreement shall be binding upon the Real Estate and shall constitute a covenant running with the land. City

and the Owner agree that any and all requirements of the laws of the State of Indiana which must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and a covenant running with the Real Estate shall be satisfied in full. Except as otherwise provided herein, the covenants and restrictions contained herein shall survive and be effective throughout the Affordability Period, regardless of whether any contract, deed or other instrument hereafter executed conveying the Real Estate or a portion thereof provides that such conveyance is subject to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

H. In the event there is a breach or violation of the restrictions and covenants set forth herein during the Affordability Period, the City may bring an action at law or in equity in a court of competent jurisdiction to enforce the Lien and restrictions and covenants set forth herein against any or all of the following: the Owner or any subsequent owner in possession at the time of the breach or violation. In addition, the City may recover reasonable attorney's fees and court costs incurred enforcing the Lien.

This Lien and Restrictive Covenant Agreement is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the Owner and City have caused this Agreement to be signed by duly authorized representatives, on the day and year first written above.

OWNER:

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

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the Owner, who acknowledged that the foregoing Lien and Restrictive Covenant Agreement for the CDBG Program was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

A Resident of \_\_\_\_\_ County, Indiana

My Commission Expires: \_\_\_\_\_

CITY:

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF INDIANA )

) SS:

COUNTY OF ELKHART )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ for the City of Elkhart, Indiana, who acknowledged that the foregoing Lien and Restrictive Covenant Agreement for the CDBG Program was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

A Resident of \_\_\_\_\_ County, Indiana

My Commission Expires: \_\_\_\_\_

This instrument was prepared by the law firm of Warrick & Boyn, I.J.P, by Gary D. Boyn, 861 Parkway Avenue, Elkhart, Indiana 46516.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, /s/ Gary D. Boyn.

**HOMEBUYER ACKNOWLEDGEMENT OF FORM OF DELIVERY OF GRANT FUNDS**

The undersigned, recipients of a City of Elkhart Homebuyer Assistance Program Grant in the amount of \$15,000 to subsidize their purchase of the real estate at \_\_\_\_\_, in the City of Elkhart, Indiana, hereby acknowledge that the City will deliver the grant funds to the designated closing agent or directly to the Seller, LaCasa, Inc. to be applied to the Purchase Price due at closing from the recipient buyers. In the event the purchase does not close, the funds will be retained by the City for use in the Program.

Dated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Rod Roberson  
Mayor



Planning & Development  
Community Development  
Economic Development  
Planning Services  
229 S. Second St.  
Elkhart, IN 46516  
574.294.5471  
Fax: 574.970.1165

### Checklist for Homeownership Assistance Program

#### Prior to Closing:

- ✓ Lacasa Provides to City:
  - Preliminary homeownership assistance report
    - Homebuyer application form
    - Income documentation
    - HOME income guidelines used for homebuyer
    - Signed Purchase Agreement between Homebuyer and Lacasa
    - Draft deed
    - Appraised value of home (sale price may not exceed appraised value)
- ✓ City Provides to Lacasa:
  - Affordability Lien - To be executed by owner and recorded at closing

#### After Closing:

- ✓ Final Homeownership Assistance Report
- ✓ HUD-1/Closing Disclosure
- ✓ Detailed Invoice – breakdown what costs are associated with:
  - Up to 50% of the mortgagee's required down payment
  - All or part of reasonable closing costs
  - All or part of the up-front mortgage insurance premium
  - A grant to reduce the effective interest rate (applied toward the purchase price)
  - Mortgage principal reduction
- ✓ Appraisal
- ✓ Recorded Deed
- ✓ Recorded HOME lien restriction
- ✓ Recorded CDBG lien restriction

Rod Roberson  
Mayor



City of Elkhart

Planning & Development  
Community Development  
Economic Development  
Planning Services  
229 S. Second St.  
Elkhart, IN 46516  
574.294.5471  
Fax: 574.970.1165

HOMEOWNERSHIP ASSISTANCE PRELIMINARY REPORT  
CITY OF ELKHART  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
Program Year 2023: July 1, 2023 through June 30, 2024  
Pre-Closing Report

Date of Report: \_\_\_\_\_  
Submitted By (Name with Title): \_\_\_\_\_  
Property Address: \_\_\_\_\_  
CDBG Claim Amount: \_\_\_\_\_

Sale Price: \_\_\_\_\_  
Appraised Value: \_\_\_\_\_  
Mortgage Term: \_\_\_\_\_  
Mortgage Interest Rate: \_\_\_\_\_  
Debt to Income Ratio: \_\_\_\_\_

*Property & Homebuyer Information: (Attach homebuyer application form)*  
Legal Description of Property: Attach full legal description and draft deed

Name of Homebuyer(s) as they will appear on Deed: \_\_\_\_\_  
\_\_\_\_\_

Number of Household Members: \_\_\_\_\_  
Hours of Housing Counseling/Education Completed \_\_\_\_\_  
First-Time Homebuyers? Yes \_\_\_\_\_ No \_\_\_\_\_  
Female Headed Household? Yes \_\_\_\_\_ No \_\_\_\_\_  
Number of Beneficiaries by Hispanic Origin: \_\_\_\_\_

*Household Income:*  
*Use HOME Income Guidelines for HOME Innovations Homebuyers (attach copy of current guidelines)*  
*Use Section 8 Income Guidelines Provided by CDBG Program for non-HOME Innovations Homebuyers*  
*Attach Income Calculations if Updated Since Initial Determination*

Is the homebuyer household a HOME Innovations Client? Yes \_\_\_\_\_ No \_\_\_\_\_  
Individuals with income  $\leq$ 30% of median: \_\_\_\_\_

Individuals with income between 31% and 50% of median: \_\_\_\_\_  
Individuals with income between 51% and 80% of median: \_\_\_\_\_  
Individuals with income more than 80% of median: \_\_\_\_\_

*Number of Beneficiaries by Race:*

White: \_\_\_\_\_  
Black/African American: \_\_\_\_\_  
Asian: \_\_\_\_\_  
American Indian: \_\_\_\_\_  
Multi-Racial: \_\_\_\_\_  
Other (please specify): \_\_\_\_\_

*Lead Paint Requirements:*

Housing constructed 1978 or later? Yes \_\_\_\_\_ No \_\_\_\_\_

If constructed before 1978, please attach lead status worksheet.

Rod Roberson  
Mayor



Planning & Development  
Community Development  
Economic Development  
Planning Services  
229 S. Second St.  
Elkhart, IN 46516  
574.294.5471  
Fax: 574.970.1165

HOMEOWNERSHIP ASSISTANCE FINAL REPORT  
CITY OF ELKHART  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
Program Year 2023: July 1, 2023 through June 30, 2024  
Report Due with Each Claim

Date of Report: \_\_\_\_\_  
Submitted By (Name with Title): \_\_\_\_\_  
Property Address: \_\_\_\_\_  
CDBG Claim Amount: \_\_\_\_\_ (attach HUD-1/Closing Disclosure and detailed invoice)

Matching Funds and In-kind Contributions used with CDBG Grant (amount and source): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sale Price: \_\_\_\_\_  
Appraised Value: \_\_\_\_\_ (attach copy of appraisal)  
Mortgage Term: \_\_\_\_\_  
Mortgage Interest Rate: \_\_\_\_\_  
Debt to Income Ratio: \_\_\_\_\_

*Property & Homebuyer Information:*

Legal Description of Property: Attach recorded deed  
Name of Homebuyer(s) as they appear on Deed: \_\_\_\_\_

Number of Household Members: \_\_\_\_\_  
Hours of Housing Counseling/Education Completed \_\_\_\_\_  
First-Time Homebuyers? Yes \_\_\_\_\_ No \_\_\_\_\_  
Female Headed Household? Yes \_\_\_\_\_ No \_\_\_\_\_  
Number of Beneficiaries by Hispanic Origin: \_\_\_\_\_

*Household Income:*

Use HOME Income Guidelines for HOME Innovations Homebuyers (attach copy of current guidelines)  
Use Section 8 Income Guidelines Provided by CDBG Program for non-HOME Innovations Homebuyers

Attach Income Calculations if Updated Since Initial Determination

Is the homebuyer household a HOME Innovations Client? Yes \_\_\_\_\_ No \_\_\_\_\_

Individuals with income  $\leq$ 30% of median: \_\_\_\_\_

Individuals with income between 31% and 50% of median: \_\_\_\_\_  
Individuals with income between 51% and 80% of median: \_\_\_\_\_  
Individuals with income more than 80% of median: \_\_\_\_\_

*Number of Beneficiaries by Race:*

White: \_\_\_\_\_  
Black/African American: \_\_\_\_\_  
Asian: \_\_\_\_\_  
American Indian: \_\_\_\_\_  
Multi-Racial: \_\_\_\_\_  
Other (please specify): \_\_\_\_\_

*Lead Paint Requirements:*

Housing constructed 1978 or later? Yes \_\_\_\_\_ No \_\_\_\_\_

If constructed before 1978, please attach lead status worksheet.

RESOLUTION NO. 23-R-069

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING HOMEBUYER ASSISTANCE GRANT FOR 1635 HURON STREET

Whereas, The Commission has received a Homebuyer Assistance Program grant request of \$15,000 from LaCasa, Inc. to help fund the purchase price or otherwise subsidize the purchase of its residential housing project at 1635 Huron Street which is being sold to Steven and Lucille Kesler, income eligible homebuyers (the "Grant Request"); and

Whereas, the Commission has reviewed the Grant Request and believes it is in the best interest of the City and its inhabitants to approve the Grant Request.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Grant Request of LaCasa, Inc. in the amount of \$15,000 (the "Grant").
2. The Commission appropriates the sum of \$15,000 from the CDBG Grant year 2022 funds, grant B22MC180015, to fund the Grant.
3. The Grant funds will be distributed to Seller, LaCasa, Inc., to be applied to the amount due from Buyer as of the date of closing.
4. The Officers of the Commission are hereby authorized to execute and deliver such Agreements and to perform all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF SEPTEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

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

ATTEST:

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

Item L

RESOLUTION NO. 23-R-070

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING AGREEMENT AND APPROPRIATING FUNDS FOR BILLBOARD ADVERTISEMENTS

Whereas, the Commission desires to engage in a fair housing and housing discrimination awareness campaign at the locations and on the dates listed (the "Advertisements") in the attached Contract with Lamar (the "Contract"); and

Whereas, the cost of the Advertisements are eligible for funding under the Community Development Block Grant Program ("CDBG Funds"), and staff has recommended funding in the amount of \$10,000; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve the Contract and appropriate the CDBG Funds to help cover the cost of the Infrastructure Improvements.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Contract and the funding request for the Advertisements.
2. The Commission appropriates the sum of \$10,000.00 from the Community Development Block Grant Fund to be applied to the cost of the Advertisements.
3. The officers of the Commission and staff are authorized and directed to perform all acts they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF SEPTEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

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

ATTEST:

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



CONTRACT # 4296568

Phone: 574-233-2101  
 Fax:

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	822383-0
Name	CITY OF ELKHART - FAIR HOUSING
Address	201 S. SECOND STREET
City/State/Zip	ELKHART, IN 46516
Contact	DANA DONALD
Email Address	dana.donald@coei.org
Phone #	
Fax #	
P.O./ Reference #	
Advertiser/Product	CITY OF ELKHART - FAIR HOUSING
Campaign	Q4 Elkhart

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Poster Flex	454 Lamar Advertising of Northeast Indiana	12 Posters for Q4 Campaign		09/11/23	1	\$1,500.00	\$1,500.00
Total Production/Other Services Costs:							\$1,500.00

Space										
# of Panels: 21										Billing Cycle: Every 4 weeks
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
3225 441901	454-ELKHART, IN	2520 South Main Street S/O Lusher ES	Yes	Poster	10' 6" x 22' 9"		09/25/23-10/22/23	1	\$400.00	\$400.00
4076 442029	454-ELKHART, IN	28275 CR 20 (Mishawaka Road) W/O SR 19 NS	No	Poster	10' 6" x 22' 9"		09/25/23-11/19/23	2	\$400.00	\$800.00
4180 441463	454-ELKHART, IN	1333 West Beardsley E/O West Street SS	No	Poster	10' 6" x 22' 9"		09/25/23-11/19/23	2	\$400.00	\$800.00
4621 50459104	454-ELKHART, IN	415 North Nappanee Street @ Bypass Road WS - Right	Yes	Poster	10' 6" x 22' 9"		09/25/23-11/19/23	2	\$400.00	\$800.00
3225 441901	454-ELKHART, IN	2520 South Main Street S/O Lusher ES	Yes	Poster	10' 6" x 22' 9"		10/23/23-11/05/23	1	\$200.00	\$200.00
3581 441742	454-ELKHART, IN	Elkhart Ave W/O Johnson SS	Yes	Poster	12' 0" x 25' 0"		10/23/23-11/19/23	1	\$400.00	\$400.00
3598 442062	454-ELKHART, IN	Nappanee Street N/O Beardsley Street WS	Yes	Poster	10' 6" x 22' 9"		10/30/23-12/24/23	2	\$400.00	\$800.00
3575 441748	454-ELKHART, IN	Benham N/O RR WS	Yes	Poster	10' 6" x 22' 9"		11/08/23-12/03/23	1	\$400.00	\$400.00
3535 441749	454-ELKHART, IN	708 South Main Street ES	Yes	Poster	10' 6" x 22' 9"		11/13/23-12/10/23	1	\$400.00	\$400.00
3556 441774	454-ELKHART, IN	1651 West Franklin Street SS	Yes	Poster	10' 6" x 22' 9"		11/13/23-12/10/23	1	\$400.00	\$400.00
3802 441891	454-ELKHART, IN	1550 West Lusher Street NS	No	Poster	10' 6" x 22' 9"		11/13/23-12/10/23	1	\$400.00	\$400.00
4070 50459147	454-ELKHART, IN	2117 South Nappanee S/O Lusher WS - Left	Yes	Poster	10' 6" x 22' 9"		11/13/23-12/10/23	1	\$400.00	\$400.00
4595 30494403	454-ELKHART, IN	2260 Cassopolis Street	Yes	Poster	10' 6" x 22' 9"		11/13/23-12/10/23	1	\$400.00	\$400.00
3581 441742	454-ELKHART, IN	Elkhart Ave W/O Johnson SS	Yes	Poster	12' 0" x 25' 0"		11/20/23-12/03/23	1	\$200.00	\$200.00
4621 50459104	454-ELKHART, IN	415 North Nappanee Street @ Bypass Road WS - Right	Yes	Poster	10' 6" x 22' 9"		11/20/23-12/03/23	1	\$200.00	\$200.00
3575 441748	454-ELKHART, IN	Benham N/O RR WS	Yes	Poster	10' 6" x 22' 9"		12/04/23-12/17/23	1	\$200.00	\$200.00
3535 441749	454-ELKHART, IN	708 South Main Street ES	Yes	Poster	10' 6" x 22' 9"		12/11/23-12/31/23	1	\$300.00	\$300.00
3556 441774	454-ELKHART, IN	1651 West Franklin Street SS	Yes	Poster	10' 6" x 22' 9"		12/11/23-12/31/23	1	\$300.00	\$300.00
3802 441891	454-ELKHART, IN	1550 West Lusher Street NS	No	Poster	10' 6" x 22' 9"		12/11/23-12/31/23	1	\$300.00	\$300.00
4070 50459147	454-ELKHART, IN	2117 South Nappanee S/O Lusher WS - Left	Yes	Poster	10' 6" x 22' 9"		12/11/23-12/31/23	1	\$300.00	\$300.00





Northeast Indiana



Date: 9/7/2023  
New/Renewal: NEW  
Account Executive: Paul Ochs  
Phone: 574-233-2101

CONTRACT # 4296568

Phone: 574-233-2101  
Fax:

4595 451-ELKHART, IN 30494403	2260 Cassopolis Street	Yes	Poster	10' 6" x 22' 9"	12/11/23-12/17/23	1	\$100.00	\$100.00
							Total Space Costs:	\$8,500.00
							Total Costs:	\$10,000.00

Special Considerations: Discount based in Multiple Locations.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	CITY OF ELKHART - FAIR HOUSING
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Paul Ochs	GENERAL MANAGER	DATE

### STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

INITIALS



Northeast Indiana



CONTRACT # 4296568

Date: 9/7/2023  
New/Renewal: NEW  
Account Executive: Paul Ochs  
Phone: 574-233-2101

Phone: 574-233-2101  
Fax:

6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

INITIALS



Item M

RESOLUTION NO. 23-R-071

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF  
ABONDMARCHE FOR PARKING STUDY FOR AMPHITHEATER

Whereas, the Commission desires to engage Abonmarche (the "Contractor") to provide a parking study, final report, and recommendation related to the parking needs for the amphitheater project proposed for the 300 block of South Main Street (the "Services"), as outlined in the Proposal for Downtown Parking & Development Strategy attached hereto (the "Proposal") and the Commission desires to engage the Contractor to perform the Services; and

Whereas, the Commission has reviewed the Services to be performed and believes it is in the best interest of the City and its inhabitants that the Contractor be employed to provide the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of the Contractor to provide the Services.
2. The Commission approves the form and content of the Proposal for Downtown Parking & Development Strategy.
3. The Commission approves the fee structure as specified in the Proposal and appropriates the sum of \$48,500.00 from the Cassopolis Corridor Allocation Area Special Fund and \$48,500.00 from Allocation Area No. 1 to cover the cost of the Services.
4. The Commission authorizes its officers to do all acts which they deem necessary and appropriate to carry out the terms and obligations contemplated therein.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF SEPTEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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



**PROPOSAL FOR DOWNTOWN  
PARKING & DEVELOPMENT STRATEGY**

THE CITY OF ELKHART, INDIANA

SEPTEMBER 05, 2023

September 5, 2023

Mr. Mike Huber  
Development Services Director  
201 S. 2nd Street  
Elkhart, IN 46516

Re: Request for Proposal: Parking & Development Strategy

Dear Mr. Huber:

Abonmarche is pleased to submit our proposal for the City of Elkhart Parking Strategy & Development Plan. Our team has worked on numerous projects in the Elkhart Community and are excited to be part of the continued growth and transformational advancements. The Parking & Development Strategy plan is the next step in providing the critical information to appropriately plan for the upcoming downtown amphitheater and subsequent future developments.

Abonmarche is a multi-disciplinary firm consisting of Architects, Engineers, Planners, Landscape Architects, and Surveyors with a strength of institutional knowledge and focus of collaboration and working with communities to improve their quality-of-life. We have partnered with Fishbeck to assemble the team with a unique set of qualifications and skills to ensure the project's success. The combination of a strategic parking plan and how that influences a synergistic development plan will provide the City with critical information towards an overall downtown development strategy. Our collective team of Planners, Architects, and Engineers with extensive downtown planning and community enhancement experience are poised to lead this process.

The Abonmarche-Fishbeck team will work in concert during all phases to ensure a collaborative and engaging process. We are confident that we can work with the City of Elkhart to develop a strategy that is appropriate and will result in the successful implementation of key components and identified community goals of the master plan. Using the elements of the strategic parking plan, and with collaboration of key staff and stakeholders, a pivotal development playbook will be envisioned and designed to serve as the cornerstone of the downtown area and community at large.

We look forward to working with the City of Elkhart to define the future of downtown and to create a vibrant community for everyone to enjoy. We feel our Team has the talent and relevant experience to create a road map to revitalize the core of the community. If you have any questions, please do not hesitate to contact us.

Sincerely,



John Linn, PE  
Principal & Chairman of the Board



Arvin Delacruz, AIA, NCARB  
Sr Architect & Sr Project Manager



44 years ago, Abonmarche began shaping communities in the Midwest by offering surveying, civil engineering, and marina development services. As our services, client base, and geographical reach grew, we expanded our offices to better serve our clients and maintain our commitment to customer service.

Today, our team of 235 employees operates from 11 offices, undertaking transformative projects in the region. Our expertise spans engineering, architecture, land surveying, site development, landscape architecture, coastal and waterfront development, planning, financing strategies, and digital solutions.

Through our comprehensive range of professional services, we deliver exceptional value to private and public-sector clients, often assisting with grant and loan applications in collaboration with state funding agencies.

Rather than dictating to our clients, we collaborate closely with them to understand their objectives and aspirations. Leveraging our technical and creative skills, we help create remarkable places. Our principals and staff bring their best to every project, irrespective of its size. We continuously refine our work processes and enhance our teams' skill sets to ensure top-notch service for our clients. Our strategy involves forming expert project teams that offer effective communication, innovation, and customer service, backed by knowledge and experience.

We approach each project with our clients' best interests at heart, aiming to become true partners throughout its duration. Our business strategy revolves around fostering long-term client relationships. Throughout our proud history, we have earned and maintained clients through the delivery of exceptional customer value. In fact, a significant portion of our work comes from repeat business with loyal clients.

- Engineering
- Architecture
- Land Surveying
- Digital Solutions
- Landscape Architecture
- Coastal & Waterfront
- Planning
- Site Development
- Financing Assistance

[abonmarche.com](http://abonmarche.com)



**MICHIGAN**

BENTON HARBOR  
KALAMAZOO  
GRAND HAVEN  
GRAND RAPIDS

**INDIANA**

SOUTH BEND  
VALPARAISO  
GOSHEN  
LAFAYETTE  
HOBART  
FORT WAYNE

**RESPONSIBLE OFFICE**

ABONMARCHÉ  
315 W. Jefferson Blvd  
South Bend, IN 46601  
[abonmarche.com](http://abonmarche.com)

**CONTACT**

Arvin Delacruz, AIA, NCARB  
Senior Architect &  
Senior Project Manager  
574.232.8700  
[adelacruz@abonmarche.com](mailto:adelacruz@abonmarche.com)

John Linn, PE  
Principal &  
Chairman of the Board  
574.314.1019 Ext. 219  
[jlinn@abonmarche.com](mailto:jlinn@abonmarche.com)

**FISHBECK  
OVERVIEW**



**ALL IN ONE.** It's our mantra at Fishbeck as we strive to make your life easier. With so many services in-house, and so many offices to provide local service, Fishbeck is your all-in-one solutions provider.

**FIRM HISTORY:**

Fishbeck is a professional architectural/engineering, civil engineering, environmental, and construction services consulting firm that serves governmental, educational, healthcare, commercial, industrial, and private clients. Our range of services and integrated project approach provides our clients with specifically suited, innovative designs. We are committed to delivering exceptional service, outstanding technical quality, and establishing long-term client relationships. Our design specialists are committed to providing creative, value-driven services.

- ESTABLISHED:** 1956
- FIRM PERSONNEL:** 600+
- COMPANY TYPE:** 100% Employee-owned Corporation
- ACCOLADES:** 120+ Award-Winning Projects
- OFFICE LOCATIONS:** 15 throughout Michigan, Ohio, and Indiana



**INFRASTRUCTURE  
ENGINEERING**



**ARCHITECTURE  
AND ENGINEERING**



**ENVIRONMENTAL  
SCIENCES**



**CONSTRUCTION**

# PARKING PLANNING, DESIGN, AND RESTORATION



## Parking is the first and last experience at your facility.

Fishbeck offers customized parking and restoration solutions for function, aesthetics, longevity, and value. Well-functioning parking design requires careful attention to details, integrating structural and building systems to achieve the goals of user convenience, functionality, sustainability, low maintenance, and economic viability. Our experience encompasses a variety of markets including commercial, mixed-use, residential, higher education, healthcare, transit, airport, rent-a-car, ConRAC, government city-center, urban redevelopment, and hospitality.

### PLANNING AND STUDIES

Parking is necessary to support most land uses. The right amount of parking combined with appropriate technology, management, and mobility strategies result in an efficient parking facility with exceptional user experience. Fishbeck brings a wealth of industry knowledge and expertise to parking planning and studies.

- Studies
- Supply and Demand Analysis
- Mobility Planning
- Curbside Management
- Multimodal Options
- Operational Assessment
- Technology Applications
- Revenue and Rate Analysis



### DESIGN AND ENGINEERING

Integrating the function and structure of a parking facility is both an art and a science. When done well, the customer experience is seamless and leaves a positive impression. We approach each project individually, listen carefully, and arrive collaboratively at the best solution. The open, two-way communication of objectives and solutions results in the best value for owners and operators.

- Feasibility and Site Analysis
- Functional Design, Wayfinding, and Signage
- Construction Cost Estimating
- Structural Design
- Below-grade Structures and Plazas
- Adaptive Reuse Planning and Design
- Durability Modeling and Design
- Waterproofing
- Lighting and Drainage
- Access and Revenue Control
- Guidance Systems
- Mixed-use Integration
- Electric Vehicle Charging Stations
- Solar Integration
- Maintenance Planning

### RESTORATION ENGINEERING

Parking structures have unique and challenging maintenance needs. Through regular evaluation and maintenance, minor issues can be addressed before they become major problems. Significant repairs may eventually be required to extend the life of the structure and this requires careful planning and design to maintain parking operations and provide lasting repairs. In addition to parking structures, Fishbeck's restoration expertise includes plazas and building envelopes.

- Program Development
  - Capital Improvement Plan
  - Life-cycle Cost Analysis
  - Maintenance Manual Preparation
  - Due Diligence Review
- Evaluation Services
  - Condition Assessment
  - Forensic Investigation
  - Structural Analysis
  - Accessibility/ADA Compliance
- Restoration Engineering
  - Repair and Strengthening
  - Leak Mitigation and Waterproofing
  - Corrosion Protection and Mitigation
  - Fall Protection/Suicide Prevention



## ELKHART PARKING STRATEGY AND FEASIBILITY STUDY

The City of Elkhart recently completed a parking study focusing on parking occupancy and future parking supply adequacy. With the Aquatic Center in the River District, the Lerner Theater, and a proposed amphitheater at City Center Park, downtown Elkhart is poised to become a premier event destination. Data indicates that the parking supply in downtown is currently adequate, but with these facilities and multiple potential redevelopment sites available, the City of Elkhart needs a Parking Strategy Plan to guide decision-making, parking capacity investments, and effectively provide for the parking of the city center. This plan should be updated periodically or every 5 years as growth occurs.

Building new structured parking is one possible approach to meeting projected parking deficits especially considering peak demand for event parking. The City has identified three study sites that offer unique advantages for building structured parking either now or in the future. The sites would not only play a role in meeting anticipated parking demand for events but also incorporate new demand from infill projects. By proactively planning for parking needs, the City can incentivize and spur further urban redevelopment in the areas surrounding the parking structure(s).

In conjunction with the overall strategic urban and parking plan, the City is also developing an event operations plan and would like consultant assistance with this process. It's likely that the amphitheater management entity will desire a commitment from the City that there is sufficient parking and an operation plan in place to accommodate events. The event operations plan will be a key feature of this agreement and be a tool for the City to document how they mobilize resources to handle major events.

The Abonmarche/Fishbeck team proposes to meet the outlined needs through undertaking these 3 primary tasks.

**Task 1 - Downtown Parking Strategy Plan**

**Task 2 - Parking Structure Feasibility Study**

**Task 3 - Conceptual Event Operations Plan**



**TASK 1 - DOWNTOWN PARKING STRATEGY PLAN**

1. Review the March 2023 Parking Study to understand parking usage and occupancy patterns currently affecting downtown.
2. Conduct a site visit to downtown Elkhart.
  - a. Perform spot checks of parking locations to determine if conditions match the findings in the 2023 Parking Study.
  - b. Observe site locations impacted by the amphitheater and other event locations.
  - c. Review up to six (6) key redevelopment sites (as identified by the City) in downtown that may impact future parking demand and policy.
  - d. Conduct a brief visual overview of the Marion St. parking deck to understand potential lifespan.
3. Create likely development scenarios for key locations in the downtown area to inform planning and parking demand estimates.
  - a. We will review existing plans and proposed projects to identify a selected number of sites that are likely to be redeveloped for use in the in-fill scenario evaluation.
  - b. We will also identify potential revitalization sites along major routes to and from the proposed structured parking locations to include in the development scenario analysis.
  - c. From the combined list of potential development sites, we will provide a parking demand estimate based on proposed development type, density, and time frame.
  - d. The parking demand estimates will be used during the Parking Workshop to facilitate discussions so that we can gather feedback from participants on the validity of the development scenarios and assumptions.
4. Organize and manage a Parking Workshop.
  - a. Work with city staff to identify workshop participants.
  - b. Secure location for event.
  - c. Send and manage invitations.
  - d. Secure refreshments if desired.
  - e. Create maps, exercises, exhibits, and other materials for the event.
5. Participate in a Parking Workshop to discuss parking issues and potential solutions with downtown stakeholders invited by the city. The Workshop will provide city leaders and stakeholders the opportunity to discuss downtown and plan how to shape parking policy to support the downtown envisioned.



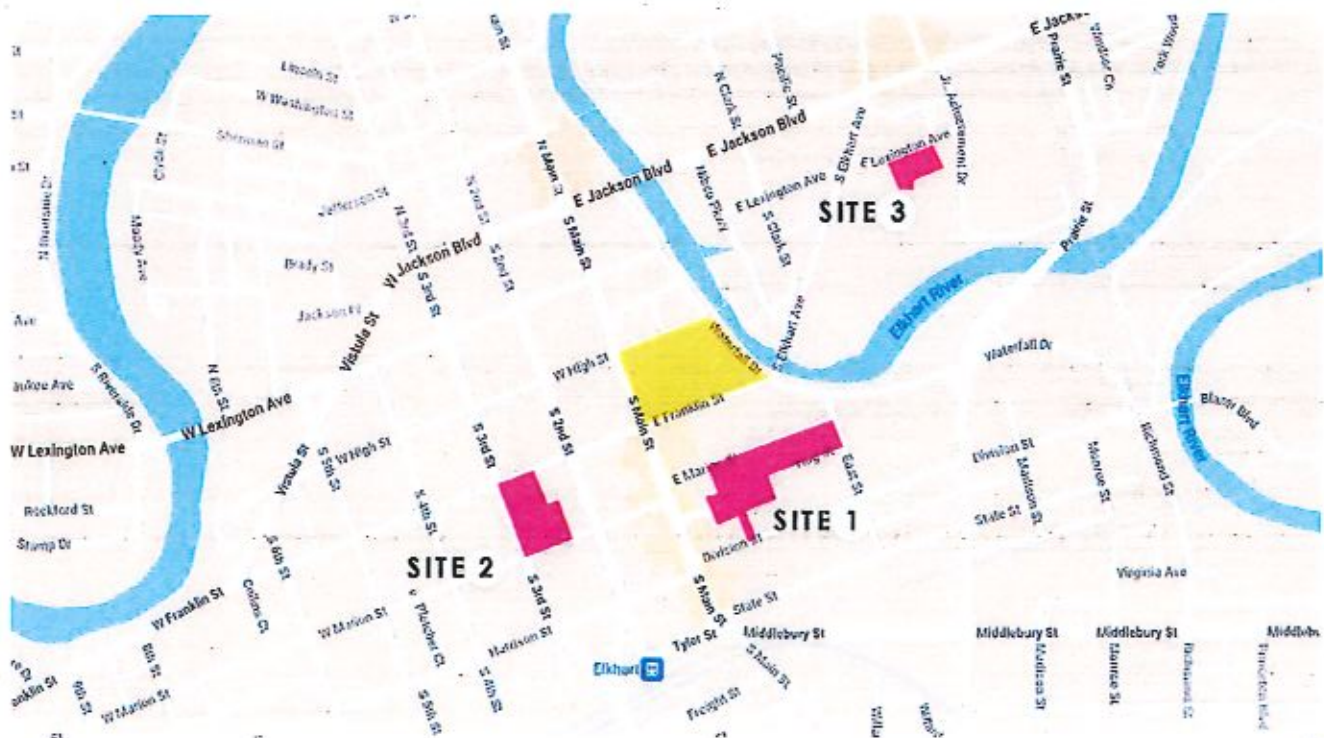
**WORKSHOP WILL COVER THE FOLLOWING TOPICS:**

- a. Daily parking needs for businesses, patrons, and residents.
  - b. Stakeholder input regarding parking features that are important to the community.
  - c. Long-term strategy options for downtown parking.
  - d. City supplied parking.
  - e. Privately owned parking lots.
  - f. The nature and needs of event parking.
  - g. Strategies for managing event parking supply.
  - h. How to expand parking supply for events.
  - i. Effective shuttle operations.
  - j. Planning your parking assets for downtown growth.
  - k. What is the cost implications of Free Parking?
  - l. Paying for new parking assets.
6. Submit a summary report of the Parking Workshop including
    - a. Copies of workshop materials and maps.
    - b. Key findings related to parking downtown.
    - c. Development scenarios and assumptions.
    - d. Identified projects or potential projects that will impact parking needs.
    - e. Specific issues raised by the stakeholders.
    - f. Possible solutions to promote attraction to downtown Elkhart.
  7. Work with City staff to determine if there will be a public release or engagement effort for the Downtown Parking Strategy Plan. Abonmarche has a variety of tools and resources to facilitate a public engagement process related to this plan. We will meet with City staff to determine what is appropriate for this project.

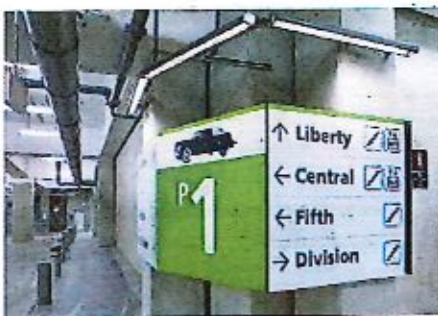


**TASK 2 - PARKING STRUCTURE FEASIBILITY STUDY**

1. Meet with the City and the project team to confirm the project programming criteria, goals, and objectives for structured parking at three sites. As concepts are developed, virtually attend coordination and progress meetings with the City and the project team.
2. Review the site and surrounding area to understand property boundaries and topography, and to review site conditions, adjacent properties/buildings, traffic flow/patterns on adjacent streets, probable pedestrian flow, accessibility, range of alternative functional layouts, and other features important to the project.
3. Review available record documents including existing building plans, previous parking studies, and master planning documents.
4. Review zoning and code issues that may affect parking options, construction, and cost. Comment on local and national code requirements, including the following:
  - a. Travel distance
  - b. Life safety concerns (e.g. guardrails, vehicle barriers, stair enclosure)
  - c. Fire separation
  - d. Openness requirements for natural ventilation
  - e. Minimum headroom clearances
  - f. Americans with Disabilities Act
  - g. Lot setback requirements
  - h. Building height restrictions
5. Develop conceptual floor plan parking layouts and circulation systems for the parking structure options. Considerations will include:
  - a. Structure footprint and location on the site
  - b. Context sensitivity considering integration with site topography, adjacent buildings, future developments, and the overall community.



- c. Relationship of the parking structure to the peripheral road system
  - d. Location and size of vehicular entrances and exits
  - e. Parking geometrics and ramping, vehicular circulation
  - f. Parking space layouts, number of parking spaces, and parking efficiency
  - g. Accessibility and proximity to users' destinations
  - h. Stair and elevator locations
  - i. Pedestrian wayfinding and access points
  - j. Structural system and durability considerations
  - k. Accommodation or separation of multiple user groups, if required
  - l. Available and applicable parking technology
  - m. Parking access control systems, if required
  - n. Flexibility to accommodate future parking expansion
  - o. Assess how the structure may attract future growth and private investment.
6. Compare the concepts using objective and subjective criteria and assist the project team in finalizing the parking structure concept that best meets the project goals at each of the three study sites.
  7. Prepare renderings of concepts to demonstrate scale, aesthetics, and appropriateness of structure.
  8. Assist Abonmarche in developing an opinion of probable construction cost for each option at each site. Opinion of probable construction cost will be based on a "cost per square foot" and "cost per parking space" basis.
  9. Deliverables for the Parking Structure Feasibility Study:
    - a. Up to three (3) conceptual site plans for each of the three (3) study sites depicting structure location, roadway access points, typical floor plans, an isometric view, and parking space tabulation
    - b. Narrative report summarizing the selected parking structure concepts at each site
    - c. Opinion of probable construction cost items associated with the parking structures



**TASK 3 – EVENT OPERATIONS PLAN**

1. In cooperation with the Amphitheater project team, the Aquatics Center, and City staff, develop attendance estimates that will inform potential parking demand.
2. Develop Small, Medium and Large Event parking scenarios and identify the potential frequency of each event.
3. Create action plans to manage each level of event. The Action Plans may include one or more of the following items.
  - a. Identify parking facilities that meet the needs of the events within reasonable walking distance.
  - b. Recognizing that much of the parking near the events sites is privately owned, the City will have to determine how to engage property owners to use their parking supply for event attendees.
  - c. Encourage a market-based approach where parking facility owners charge independently for event parking.
  - d. Provide recommendations of possible contract language for City agreements with private parking facility owners for use during events.
  - e. Identify potential remote parking sites for shuttle service. Establish shuttle routes considering desired pick-up/drop-off locations and routing to the venue.
  - f. Recommend vehicular and shuttle routing to minimize conflicts with primary pedestrian routes. Include considerations for service and support vehicles.
  - g. Evaluate approach roadway network and recommend locations, if appropriate, for road closures or temporary traffic directional changes during events. Include recommendations for stationing traffic control personnel. Recommend type and location of static and dynamic signage (if appropriate) to direct event traffic.
  - h. Identify key locations and routes that should remain open for emergency response vehicles and personnel.
  - i. Assist City in identifying available technology for event and parking management including tracking of multiple assets (public and private parking facilities, shuttles, etc.). Assist the City in evaluating optional capabilities such as event pre-sale of parking and real-time occupancy data.
4. Assist in developing recommended rates for event parking, stationing of personnel to collect payments, and payment processing options.
5. Deliverable for Event Operations Plan will be a document, or set of documents, that the City will use to mobilize assets for event operations. This will include the Action Plans for small, medium, and large events. The document(s) will be editable (not read-only) so that the event operations plan may be modified in the future based on additional experience and input from various stakeholders.



## TASK 4 – FINAL DELIVERABLE

To make information more accessible to the public, our team will not provide a traditional written report, but rather a summary report of findings and recommendations. The final summary report will focus heavily on graphics, the summary reports, and other visual means to communicate current conditions and recommendations for future management of downtown parking. The summary report will include a review of the Parking Workshop, site concepts, Event Operations Plan and recommendations.

## CLARIFICATIONS & EXCLUSIONS

1. Site survey / geospatial services are not included, but available if desired.
2. Geotechnical study or evaluation is not included. During this concept phase, any assumptions for foundation type will be based on available information provided to Fishbeck.
3. Environmental evaluation is not included, but available if desired.
4. Traffic Engineering is not included, but available if desired.



	<b>TASK 1 DOWNTOWN &amp; PARKING PLAN</b>	<b>TASK 2 PARKING STRUCTURE STUDY</b>	<b>TASK 3 EVENT OPERATIONS PLAN</b>	<b>TASK 4 FINAL REPORT &amp; PRESENTATION</b>
<b>KEY ACTIVITIES</b>	<ul style="list-style-type: none"> <li>Review parking usage &amp; occupancy patterns</li> <li>Site Visit</li> <li>Identify development locations.</li> <li>Parking Workshop</li> <li>Coordinate with City staff</li> </ul>	<ul style="list-style-type: none"> <li>Develop programming goals, criteria &amp; objectives for parking structure</li> <li>Coordination meetings</li> <li>Review sites, traffic, context</li> <li>Review resources</li> <li>Review zoning issues</li> <li>Develop floor plan concepts</li> <li>Develop probable costs</li> </ul>	<ul style="list-style-type: none"> <li>Understand potential parking demand</li> <li>Develop scenarios for and identify frequency of events</li> <li>Create action plans for events</li> <li>Develop recommendations for event parking, payments, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Create final report summary and develop recommendations</li> <li>Create graphic aides for report</li> <li>Summarize parking workshop, site concepts, Event Operations Plan &amp; Recommendations.</li> </ul>
<b>DELIVERABLES</b>	<p>A summary report of the Parking Workshop including:</p> <ul style="list-style-type: none"> <li>Copies of workshop materials and maps.</li> <li>Key findings related to parking downtown.</li> <li>Development scenarios and assumptions.</li> <li>Identified projects or potential projects that will impact parking needs.</li> <li>Specific issues raised by the stakeholders.</li> <li>Possible solutions to promote downtown Elkhart.</li> </ul>	<p>Deliverables for the Parking Structure Feasibility Study:</p> <ul style="list-style-type: none"> <li>Up to three (3) conceptual site plans for each of the three (3) study sites depicting structure location, roadway access points, typical floor plans, an isometric view, and parking space tabulation</li> <li>Narrative report summarizing the selected parking structure concepts at each site</li> <li>Opinion of probable construction cost items associated with the parking structures</li> </ul>	<p>Deliverable for Event Operations Plan will be a document, or set of documents, that the City will use to mobilize assets for event operations. This will include the Action Plans for small, medium, and large events.</p> <p>The document(s) will be editable (not read-only) so that the event operations plan may be modified in the future based on additional experience and input from various stakeholders.</p>	<ul style="list-style-type: none"> <li>Final report of findings and recommendations. The summary report will include a review of the Parking Workshop, site concepts, Event Operations Plan and recommendations.</li> </ul>
<b>FEE</b>	<b>\$ 32,500</b>	<b>\$ 32,500</b>	<b>\$20,000</b>	<b>\$ 12,000</b>
	<b>8 WEEKS</b>		<b>4 WEEKS</b>	<b>4 WEEKS</b>

**TOTAL FEES: \$ 97,000**





City of Elkhart



**JOHN W. LINN, PE, LEED**  
Principal & QA/QC

**ARVIN DELACRUZ, AIA, NCARB**  
Sr. Architect/Sr. Project Mgr

**PARKING**

**JON FORSTER, CAPP**  
Parking Planner  
Fishbeck

**F. GREG EHMKE, PE**  
Parking & Restoration  
/ Project Manager  
Fishbeck

**RAYMOND MULVANEY, CPP**  
Sr. Parking Specialist  
Fishbeck

**DEVELOPMENT**

**ARVIN DELACRUZ, AIA**  
Sr. Architect / Sr. Project Mgr

**TROY HOMENCHUK**  
Architectural Designer

**TOM RUNKLE, PLA, LEED AP BD+C**  
Landscape Architect

**BRAD MOSNESS, PE**  
Vice President / Goshen Office Dir.

**PLANNING**

**CRYSTAL WELSH, AICP**  
Senior Urban Planner

**JORDAN WYATT, AICP CANDIDATE**  
Urban Planner

**ANDREA MILNE**  
Urban Planner

**CHRIS GODLEWSKI**  
Senior Urban Planner



**JOHN W. LINN, PE, LEED GREEN ASSOC.**

**PRINCIPAL, CHAIRMAN OF THE BOARD**

From feasibility studies to final production and execution of designs, John is responsible for development, implementation and coordination of all design and construction services. Duties include project planning, design oversight, and client and government relations, and he is responsible for monitoring the quality of work and assuring that the client's needs are satisfied.

John graduated from Purdue University in 1988 and went to work for Abonmarche Consultants. In 1993, he became Vice-President overseeing the South Bend office, and in 2005, John became one of the two principal owners. Today he oversees the Architectural Service Group and the Indiana operations.

John's extensive background in the engineering design and construction field, along with his skills in facilitation, make him indispensable in projects involving inter-organizational cooperation or public/private partnerships. His special areas of interest include land planning, utility planning, transportation planning, building massing, streetscape planning, and storm-water quality initiatives.

**EDUCATION**

Purdue University  
Bachelor of Science,  
Construction Engineering and  
Management

**REGISTRATION**

Professional Engineer  
Licensed:  
Indiana, Michigan

Certified On-Site Wastewater  
Professional

40-Hour Health and Safety  
Training per 29 CFR 1910

LEED Green Associate

**PROFESSIONAL AFFILIATIONS**

National Society of Professional  
Engineers  
American Society of Civil  
Engineers (ASCE)

Consulting Engineers of  
Indiana

American Water Works  
Association

Indiana Association of Cities  
and Towns

Home Builders Association  
(Director)

**AREAS OF EXPERTISE:**

**PROJECT DEVELOPMENT**

John performs broad oversight of Abonmarche's projects; conducting initial meetings, confirming the scope of services, and setting project objectives. His goal is always to make sure Abonmarche's clients and team are on the same page. He monitors progress of the team and performs quality assurance, making sure the team is meeting its objectives and complying with the contract.

**QUALITY ASSURANCE**

At the beginning of each project, John ensures that Abonmarche's client is on board with the project's direction at a conceptual level. He communicates the project direction to the Abonmarche team and ensures the team is meeting its goals and designing the project to the level of detail appropriate to the project phase, making sure the project stage doesn't go beyond the client's approval.

**FUNDING STRATEGY**

John helps Abonmarche's clients strategize funding opportunities. He helps them navigate the complicated avenues of bond issues, user rates, grants, and state and federal funding sources.



**BRADLEY E. MOSNESS, PE**

**VICE PRESIDENT / GOSHEN OFFICE DIRECTOR**

Brad has 23 years of experience in project management and the design of civil and municipal engineering projects, including the design of roadways and intersections, storm water management and treatment, environmental permitting and clearances, sanitary sewer conveyance, water distribution, and site engineering associated with private, commercial, single-family residential, multi-family, and institutional developments.

As Vice President at Abonmarche, Brad manages the Goshen Office and oversees the Fort Wayne Office, and is responsible for supervision of survey and engineering staff, staff development, project management, and business development.

**EDUCATION**

Purdue University,  
Bachelor of Science,  
Construction Engineering  
Technology

**REGISTRATION**

Professional Engineer  
Licensed:  
Indiana

Stormwater Management  
Operator, State of Michigan

**PROFESSIONAL AFFILIATIONS**

American Society of Civil  
Engineers (ASCE), Past  
President of the Indiana North  
Central Branch

Board of Trustee,  
Goshen Public Library

Purdue University Alumni  
Association

Board Member, Greenwood  
Place Homeowners  
Association, Goshen

Indiana Onsite Wastewater  
Professionals Association  
(IOWPA)

Home Builders Association of  
St. Joseph Valley, Past Board of  
Director

**CERTIFICATION/TRAINING**

INDOT Inspector, Site Manager,  
LPA Project Development

**AREAS OF EXPERTISE:**

**PROJECT MANAGEMENT**

Brad approaches each project with a big-picture mindset and a goal of maintaining timely and effective communication with the client. He oversees the project's budget, schedule, and assembles the team, identifying the tasks on hand for design, permitting, approvals, and assigns staff to the appropriate roles and responsibilities.

**MUNICIPAL**

Brad has extensive experience in project management and design of civil and municipal infrastructure projects, including roadways and roadway widenings, combined sewer separation projects, sanitary sewer gravity and force main extensions, stormwater quality and treatment, stormwater permitting, drainage studies, utility infrastructure, and water distribution extensions.

He also has extensive experience managing municipal survey projects, including route surveys, detailed topographic and utility surveys, bridge surveys, and has coordinated over 300 right-of-way parcel plats on various roadway projects. His focus is on understanding client needs and staying up-to-date on local and industry standards. Brad is solution-oriented, figuring out how to complete a client's vision for a project within site constraints, on time, and on budget.

**PRIVATE DEVELOPMENT / SITE ENGINEERING**

Brad manages project development from start to finish, always striving to understand each clients' needs so that the final results are exactly what the client is expecting. He understands local municipal processes and the details of design requirements, including stormwater layout, land planning, permitting, and acquiring local approvals for zoning and developmental variances. Brad coordinates private/public relationships between clients and government agencies.

Brad's private development and site engineering experience includes numerous single-family residential subdivisions, town homes, and multi-family complexes throughout Elkhart and St. Joseph Counties, including sites from 8 to 130 lots and multi-family complexes up to 200 units. He has conducted site planning and development for over 150 commercial and industrial sites, including sewer and water extension, new traffic patterns, phased demolition, parking layout, drainage systems, security, landscaping, drainage design, and permitting for utility piping, storm sewer discharges, and land disturbance permitting.



**ARVIN R. DELACRUZ, AIA, NCARB**

**ARCHITECT / PROJECT MANAGER**

Arvin is a highly-qualified design professional with extensive experience in architectural design, project management, and construction. Arvin believes the creative process develops best when a collaborative environment between client, designer, builders, and engineers is nurtured, and his unique ability to foster cooperation among multi-organizational entities facilitates teamwork to ensure the best potential outcome.

**AREAS OF EXPERTISE:**

**MUNICIPALITY AND COMMERCIAL**

- Allegan Pavilion and Plaza, Allegan, MI
- Angola Mixed-use Development Master Plan, Angola, IN
- Ironworks Mixed-use Office Building, Mishawaka, IN
- Ignition Park Development, South Bend, IN
- Demotte Community Center Development, Demotte, IN
- Silver Beach Pizza Dining Pavilion Addition, St. Joseph, MI
- St. Joseph Venues and Sports Park, St. Joseph, MI

**HEALTHCARE**

- RETA Pregnancy Clinic & Family Resources, Elkhart, IN
- Spectrum Health - Blodgett Master Planning, Grand Rapids, MI
- Spectrum Health - Pediatrics Suites, Grand Rapids, MI
- Spectrum Health - Adult Diabetes & Endocrinology, Grand Rapids, MI
- Fairhaven Birthing Center, Goshen, IN
- Fairhaven OB/GYN Clinic, Goshen, IN
- Beacon Pointe Memory Care, St. Joseph, MI

**LIBRARIES**

- Wheatfield Public Library - Wheatfield, IN
- Porter County Public Library - Portage Library Garden, Portage, IN
- Maud Preston Palenske Library, St. Joseph, MI
- Porter County Public Library - Valparaiso Library, Valparaiso, IN
- New Carlisle Public Library, New Carlisle, IN
- Louiit District Library, Grand Haven, MI
- Anabaptist Mennonite Biblical Seminary Library, Goshen, IN
- Southwestern Michigan College Library, Dowagiac, MI
- Edwardsburg Library, Edwardsburg, IN

**COLLEGE AND UNIVERSITY**

- Andrews University Nursing, Berrien Springs, MI
- Andrews University Child Daycare, Berrien Springs, MI
- Southwestern Michigan College, Dowagiac, MI
- SMC Comprehensive Campus Facilities Master Plan
- Cherry Grove Road Entrance and Central Plaza Master Plan
- Alumni Plaza and Performance Area
- O'Leary Science Building and Classroom Renovation
- Mathews Academy Library Renovation
- Student Service Center Renovation
- Niles Campus Renovation Phase I & Phase 2
- University of Notre Dame, Mendoza College of Business Suite, Notre Dame, IN
- Anabaptist Mennonite Biblical Seminary—Residential Master Plan, Elkhart, IN

**EDUCATION**

Andrews University  
Bachelor of Architecture

**REGISTRATION**

Registered Architect  
Licensed:  
Michigan, Indiana, Wisconsin,  
Illinois, Iowa, Ohio

**PROFESSIONAL AFFILIATIONS**

National Trust for Historic  
Preservation - Member since  
2006

Michigan Library Association -  
Member since 2005

Council for New Urbanism -  
Member since 2012

PROFESSIONAL MEMBERSHIP  
American Institute of  
Architects, Southwest Michigan  
Chapter - Member since 2005

Northern Indiana Chapter -  
Member since 1997

NCARB Certified



**CRYSTAL WELSH, AICP**

**SENIOR URBAN PLANNER / PROJECT MANAGER**

Crystal is a Certified Professional Planner with more than 22 years of experience planning and developing communities. Her involvement in both private sector and municipal government planning has led to her skill in working with neighborhood associations, residents, local businesses, and public sector staff to successfully complete projects. A key focus of her work is facilitating quality development through planning and interaction with developers and the public. Utilizing her experience in the public sector, Crystal manages the planning submittal and local approval process for residential and commercial developments. Additionally, she leads and manages planning efforts drawing on her expertise and passion for community planning and place making.

**EDUCATION**

Master of City Planning  
Georgia Institute of Technology.

Bachelors of Science in  
Agriculture in Natural  
Resources and Environmental  
Science

**CERTIFICATIONS**

Certification from American  
Institute of Certified Planners

Certified Housing Development  
Finance Professional

Numerous US Department  
of Housing and Urban  
Development Trainings

**PROFESSIONAL AFFILIATIONS**

American Planning Association  
Indiana Planning Association

**COMMUNITY INVOLVEMENT**

Chair of the City of Elkhart  
Human Relations Commission

Habitat for Humanity of Elkhart  
County Board Member

**AREAS OF EXPERTISE:**

**PLANNING AND PLACEMAKING**

- Town of North Liberty Comprehensive Plan and Five-Year Parks Plan Update
- Zanesville Community Master Plan
- St. Joseph County Comprehensive Plan
- MEC SMART Park Master Plan
- SR 933 Corridor Study (South Bend)
- SR 19 Corridor Plan (Elkhart)
- Member of the Elkhart County Vibrant Communities Initiative—Elkhart County's Place making Development Strategy
- River District Plan—City of Elkhart downtown planning initiative
- Downtown Elkhart Redevelopment Plan
- Downtown Arts and Place making Projects
- Regional Cities Initiative
- Downtown Housing Projects

**ECONOMIC AND REDEVELOPMENT PLANNING—TAX INCREMENT FINANCING MANAGEMENT**

- Elkhart County Redevelopment Commission Strategic Plan
- City of Elkhart Redevelopment Commission Annual Reporting Manual
- City of Elkhart Redevelopment Commission Operating Manual
- City of Elkhart Economic Development and Redevelopment plans.
- Opportunity Zones

**COMMUNITY DEVELOPMENT**

- Managed and administered the City of Elkhart Community Development Block Grant program for 17 years
- Developed the 2005, 2010 and 2015 Consolidated Plans
- Developed the Neighborhood Revitalization Strategy Area Plans
- Developed the Annual Action Plans
- Developed the Analysis of Impediments and Fair Housing Plans
- Managed and assisted with several HOME partnership grants and programs
- Acted as Neighborhood Planner and City Liaison with the community
- Neighborhood Stabilization Program



**ANDREA MILNE**

**URBAN PLANNER**

Andrea has recently joined the Abonmarche team after more than 12 years as a freelance contractor. She is driven by a desire to make urban planning processes accessible to a broad audience through thorough research, inclusive community engagement, and good graphic design. She has in-depth experience conducting studies on urban development and public opinion using quantitative and qualitative methods of research. Her expertise includes communicating complex information, exploring development options, facilitating dialogue, improving management processes, identifying strategies, and planning for change and sustainability. She is passionate about transportation planning for people who walk, bike, and roll. Andrea has managed contracts with Centers for Disease Control and Prevention, AARP, Institute of Transportation Engineers, Elkhart County Redevelopment Commission, as well as various non-profit organizations, professional engineering and planning firms, and municipal offices.

**EDUCATION**

Master of Urban Planning  
University of Michigan

Bachelor of Arts  
Sociology/Anthropology  
Goshen College

**CERTIFICATIONS**

LEED® Accredited Professional,  
U.S. Green Building Council

**PROFESSIONAL AFFILIATIONS**

American Planning Association

Indiana Planning Association

Association of Pedestrian &  
Bicycle Professionals

**COMMUNITY INVOLVEMENT  
(PREVIOUSLY HELD POSITIONS)**

Chain Reaction Bicycle  
Project, Board Chair

Friends of the Pumpkinvine  
Nature Trail, Board Member

Maple City Bicycle Advisory  
Committee, Consultant

**AREAS OF EXPERTISE:**

**COMMUNITY PLANNING & OUTREACH**

- City of Galesburg (Michigan) Master Plan (in progress)
- Prairie Creek Run Neighborhood Redevelopment Plan
- Elkhart Environmental Center Revisioning and Moving Forward
- Focus: HOPE (Detroit, MI) Strategic Plan
- Paradise Manor (Ypsilanti, MI) Housing Redevelopment Strategies

**RESEARCH & ANALYSIS**

- Goshen Growth Strategy (in progress)
- ADA Compliance Assessment for Elkhart County
- "Biking and Walking in the United States: Benchmarking Report," published in 2012, 2014, and 2016.
- Elkhart County Trail Traffic Report
- East Goshen Neighborhood Survey

**COMMUNICATION & GRAPHIC ILLUSTRATION**

- River Race Redevelopment Opportunities Poster
- 9th Street Corridor Plan Summary Booklet
- Maple City Greenway Trail Map and Brochure
- Larry Beachy Classified Forest Trail Brochure
- Goshen Community Center Conceptual Brochure



## JORDAN WYATT, AICP CANDIDATE

### URBAN PLANNER

Jordan has over 4 years of experience in planning and municipal government and has recently become part of the Abonmarche team. His past experience is in zoning administration, zoning ordinance creation, and administration of the plan commission and board of zoning appeals. Non-governmental experience includes comprehensive, neighborhood, beach, and trail plan development. He has a passion for active transportation, environmentalism, sustainable development, and agricultural preservation.

#### EDUCATION

Ball State University  
Bachelor of Landscape  
Architecture, Minor in  
Sustainable Land Systems

#### CERTIFICATIONS

Certification Candidate from  
the American Institute of  
Certified Planners

#### PROFESSIONAL AFFILIATIONS

Indiana Planning Association  
American Planning Association

#### COMMUNITY INVOLVEMENT

Sustainability Initiative Member  
Cultural Trail Young  
Professionals Association

### AREAS OF EXPERTISE:

#### PLANNING

At Abonmarche, Jordan has had the opportunity to participate in a diverse portfolio of planning projects across northern Indiana and Southern Michigan. Plans he's been involved in have been designed to be easy to understand, communicate a story, and provide the information in an engaging graphic format.

- Berrien County Trails Master Plan
- Elkhart County Convention & Visitors Bureau Tourism Plan
- McKinley Terrace Neighborhood Plan (South Bend)
- St. Joseph County Comprehensive Plan
- Plan North Liberty - Town of North Liberty Comprehensive Plan and Five-Year Parks Plan
- City of New Buffalo Waterfront Master Plan
- SR 933 Corridor Study (St. Joseph County)

#### ZONING AND GOVERNMENT

Jordan's previous experience working for the St. Joseph County Area Plan Commission provides him with a strong understanding of role of government in planning for the future of our communities.

- Established agritourism regulations to give farmers the ability to diversify income and strengthen agricultural as a key sector of the county economy;
- Authored award-winning regulations for solar energy systems;
- Replaced the parking regulations to significantly reduce the required parking and requires bicycle parking; and
- Established requirements for development to connect to sidewalks and the St. Joseph County trail system.

#### NEXT LEVEL TRAILS

Jordan spent time working with the Indiana Department of Natural Resources in the Next Level Trails program analyzing grant applicant data and preparing materials for the next round of grant funding. His experience brings insight to what the DNR is looking for in funding trails using the Next Level Trails program. One aspect that elevates grant applications is a well crafted trail plan that includes the information DNR needs to provide funding.



**CHRIS GODLEWSKI**

**SENIOR URBAN PLANNER**

Chris is a seasoned Professional Planner with more than 23 years of experience in Planning and Geographic Information Systems (GIS). He recently joined the Abonmarche Team. His involvement in public sector government planning and economic development has led to his skill in working with residents, local businesses, and public sector staff to successfully complete projects. A key focus of his work is facilitating quality development through planning and interaction with developers and the public. Utilizing his experience in the public sector, Chris manages the entitlement process, planning submittals, site design for order to navigate the approval process for residential and commercial developments. Additionally, he partners in planning efforts drawing on his expertise and passion for community planning and place making.

**EDUCATION**

Master of Public Administration  
Indiana University South Bend

Bachelors of Arts in  
Geography/Environmental  
Planning & Urban Studies  
Elmhurst College

**MEMBERSHIPS**

American Planning Association  
Indiana Chapter  
Michigan Chapter

**CERTIFICATIONS**

Certified Public Manager  
(CPM)

**COMMUNITY INVOLVEMENT**

Elkhart County Regional Sewer  
District

Ball State University, Bowen  
Center for Public Affairs -  
Certified Public Manager  
Advisory Board Member

Past community involvement  
volunteer duties:

- Big Brother—Big Brothers/  
Big Sisters
- Sheriff Merit Board Member
- Equal Employment  
Opportunity Committee  
Member

**AREAS OF EXPERTISE:**

**URBAN PLANNING & GEOGRAPHIC INFORMATION SYSTEMS**

- Lead a repeal and rewrite of the Elkhart County Zoning Ordinance
- Experience in neighborhood and corridor planning efforts
- Skilled in navigating the public processes - entitlement research/planning
- Groundwater modeling while tracing movement of toxic chemicals, MEVATEC Corporation (now BAE), White Sands Missile Range, NM
- Experience in the aspects of short range and long range planning skills

**ECONOMIC DEVELOPMENT**

- Lead agent to initiate zoning approval and financial incentives for \$250 million dollar Amazon project
- Coordinated numerous Elkhart County Redevelopment Commission developer and municipal TIF agreements
- Experience in Local Government Finance with regard to budgeting, forecasting and reporting

**GOVERNMENT EXPERIENCE**

- Helped enact Indiana HB to establish Elkhart County Violations Bureau, established for County level government of Code Enforcement
- Facilitated interlocal agreements among numerous jurisdictions to coordinate and provide public service delivery
- Fostered a connection between incentives and the regulatory process in order to help facilitate successful projects for the customer
- Exceptional customer service and communication skills in to communicate with various stakeholders dynamic public processes





**TOM RUNKLE, PLA, LEED AP BD+C**

**LANDSCAPE ARCHITECT**

Tom has over 18 years of experience in landscape architecture as a designer, project manager, and construction administrator. He has worked with public and private clientele in the commercial real estate development, education, multifamily residential, parks and recreation, healthcare, senior living, municipal, and transportation industries. Tom approaches projects holistically; balancing client needs, creative design solutions, budgets, and constructibility with each respective project solution.

**EDUCATION**

Ball State University  
Bachelor of Landscape  
Architecture, Minor in  
Sustainable Land Systems

**REGISTRATION**

Professional Landscape  
Architect  
Licensed:  
Michigan and Indiana

LEED Accredited Professional  
in Building Design and  
Construction - U.S. Green  
Building Council

Healthcare Garden Design  
Certificate of Merit - Chicago  
Botanic Garden

**AREAS OF EXPERTISE:**

**MUNICIPAL PARKS, STREETSCAPES, TRANSIT, AND PLACEMAKING**

- Center Street Reconstruction, South Haven, MI
- Angola Downtown Streetscape and Public Square Improvements, Angola, IN \*
- Riverside Drive Promenade, Elgin, IL \*
- Clark Fields Redevelopment Master Plan, Hammond, IN
- New Buffalo Waterfront Master Plan, New Buffalo, MI
- New Buffalo Dune Walk Reconstruction Project, New Buffalo, MI
- Mishawaka High School Traffic Safety Improvements, Mishawaka, IN
- Evergreen Park Master Plan, Portage, IN
- Harbert Community Park Phase 1B Improvements,
- Chikaming Township, MI
- Dickinson Park Ball Field Renovation Master Plan, St. Joseph, MI
- St Joseph River Water Taxi Station 3, St. Joseph, MI
- 22nd Street Median Improvements, Oak Brook, IL \*
- Veterans Memorial Park, Glendale Heights, IL \*

**COMMERCIAL, CORPORATE, AND MULTI-FAMILY RESIDENTIAL REAL ESTATE DEVELOPMENT**

- Lansing Redevelopment Ready Community Site Development Planning, Lansing, MI
- Geneva Commons Amenity Area, Geneva, IL \*
- Chicago Premium Outlets Expansion, Aurora, IL \*
- LaGrange Road Commercial Development, Orland Park, IL \*
- Navistar World Headquarters, Lisle, IL \*
- Elk Grove Technology Park, Elk Grove, IL \*
- Tapestry Naperville Apartments, Naperville, IL \*
- Elan Yorktown Apartments, Lombard, IL\*
- Village Place Apartments, Romeoville, IL \*
- Montgomery Place Apartments, Montgomery, IL \*

**HEALTHCARE AND SENIOR LIVING**

- Sherman Hospital, Elgin, IL \*
- Smith Crossing Rehabilitation Expansion, Orland Park, IL
- Langlade Hospital, Antigo, WI \*
- Clare Oaks Retirement Community, Bartlett, IL \*
- Tabor Hills Supportive Living Community, Naperville, IL \*
- Avidor Glenview Active Adult Apartments, Glenview, IL \*
- Avidor Evanston Active Adult Apartments, Evanston, IL \*
- Overture Yorktown Active Adult Apartments, Lombard, IL \*

\* Project completed prior to joining Abonmarche



**TROY HOMENCHUK**

**ARCHITECTURAL DESIGNER**

Troy is a highly-gifted design professional with extensive experience in architectural design, renderings, and conceptual visualization. His various roles involves collaborating during schematic design, marketing initiatives, and coordination with the project managers and team members to visualize the design intent. Troy's unique ability to foster collaboration among multi-organizational entities facilitates teamwork to ensure the best potential outcome in a variety of fields. Troy is a member of the on-going Cassopolis Street Windsor Avenue to County Road 4 Street-scape segment project. He is located in the South Bend office.

**EDUCATION**

Andrews University  
Bachelor of Architecture

University of Notre Dame  
Masters of Architecture &  
Urban Design

**AREAS OF EXPERTISE:**

**VISUALIZATION**

Troy specializes in the visualization and illustration of architectural, civil, urban, and landscape design. His understanding of client needs comes from over 20 years of working with a variety of clients, specialized software packages, and different types of projects. In both illustration and design Troy seeks to find a solution that best suites the clients vision within the clients budget. Utilizing hand drawings to 3d computer modeling and animation, he has helped produce visual aides for projects ranging from urban design schemes and streets-apes to exterior and interior architectural design. Among projects for which Troy has been part of design and visualization:

- State Road 19, Elkhart, IN
- Southwestern Michigan College, Dowagiac, Michigan
- School City of Mishawaka, Mishawaka, Indiana
- Ignition Park, South Bend, Indiana
- Life Action Ministries, Buchanan, Michigan
- Spectrum Health, Blodgett Campus, Grand Rapids, MI
- South Bend International Airport, South Bend, IN
- The Haven Condominium Association, South Haven, MI
- McKinley Commons Square, South Bend, IN
- SR-19 Corridor Enhancements, Indiana
- SR-933 Coridor, Michigan & Indiana
- Portage Gateway, Portage, IN
- Blackthorn Reserve, South Bend, IN

**SITE PLANNING AND SPATIAL DEVELOPMENT**

- Mishawaka Fire Station #2, Mishawaka, IN
- Jefferson Street Office Building, South Bend, IN
- MEC Smart Park, Cassopolis, MI
- Great Lakes Capital, Grandview, Mishawaka, IN
- RETA Pregnancy Clinic & Family Resources, Elkhart, IN
- Main Street Commons, Mishawaka, IN
- Saxon Partners, Fort Wayne, IN & Mishawaka, IN
- Salvation Army, Niles, MI



**JON FORSTER, CAPP**

**PARKING PLANNER**

Jon has hands-on knowledge of parking operations, curbside management, strategic planning, and managing dynamic change. His experience includes multi-facility parking operations, parking enforcement and adjudication, supply and demand analysis, technology, customer service, strategic asset planning, and project management. As a parking and mobility planner, Jon has assisted municipalities, higher education, healthcare, airports, and numerous private clients with a variety of parking challenges.

**YEARS OF EXPERIENCE**

2 years — Fishbeck  
27 years — total

**EDUCATION**

MA in Education,  
Concordia University

BS in Management,  
Purdue University

**REGISTRATIONS/  
CERTIFICATIONS**

Certified Administrator  
of Public Parking

National Charrette Institute,  
Complete Charrette System  
Certificate

**MEMBERSHIPS**

International Parking  
and Mobility Institute

**CITY OF BERKLEY, MICHIGAN**

**PARKING STUDY AND STRATEGIC PLAN**

As Berkley evolved over the years, parking policy and zoning needed an update. Fishbeck helped develop a parking strategic plan to help staff manage the changing dynamics of parking along the commercial corridors. Using stakeholder feedback, a public input process and updated zoning requirements, a parking strategic plan was put into place to minimize overbuilding of parking, bring more public parking online, and encourage redevelopment of commercial property. The final results protected the neighborhoods, improved the site plan approval process, and built on Berkley's highly walkable and friendly corridors.

**CITY OF HUDSON, NEW YORK**

**PARKING IMPROVEMENT FEASIBILITY STUDY**

Booming redevelopment is causing a shortage of parking for residents and staff in historic downtown Hudson. Fishbeck collected occupancy data, reviewed policy and organizational structure, and estimated parking demand for several new projects. The strategic plan included parking expansion options, organizational re-structuring, rate adjustments, and collaborative teaming with public and private organizations across the region. The plan will guide Hudson's tremendous growth and provide the framework for effective parking administration.

**CITY OF ST. CLAIR SHORES, MICHIGAN**

**DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT PARKING STUDY**

With a compact downtown, St. Clair Shores is a vibrant entertainment district. Already tight on parking, multiple redevelopment projects created concerns of a parking shortage. Fishbeck conducted GIS mapping of parking supply and multiple days of occupancy counts. Future parking demand modeling showed a deficit with little room to expand. The long-term parking plan included shared parking, reconfigured on-street parking, and improved layout and circulation. Recommended pedestrian movement, signage and streetscape improvements provide for increased mobility across downtown.

**CITY OF EAU CLAIRE, WISCONSIN**

**PARKING STUDY**

Eau Claire has carefully taken care of their downtown as it has grown steadily over the past two decades to include a performing arts center, multi-family housing, and a corporate headquarters. New parking structures were built as older ones reached the end of their useful life. The most recent parking study update included GIS data collection across downtown and two other neighborhoods, demand analysis for a new convention center, review of on-street technology, and multiple public meetings to discuss the needs of the community.

**CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA**

**DOWNTOWN PARKING STUDY**

With a beautiful beach on the Atlantic Ocean, Lake Worth Beach is both a tourist destination and has strong residential neighborhoods. The popular downtown is creating parking spillover into the surrounding neighborhoods creating pedestrian and vehicle conflict points. The parking master plan addressed curb management, enforcement policy, public parking supply, and a financial analysis. GIS data collection and parking demand estimates guided the need for paid parking and organizational policy.



**F. GREG EHMKE, PE**

**PROJECT MANAGER – PARKING AND RESTORATION**

Greg has extensive management experience in multiple, complex, and mixed-use parking design projects. He has designed numerous parking structures and components including precast and cast-in-place, post-tensioned superstructure types, and shallow and deep foundations. Greg has performed many functional parking evaluations including turning maneuvers, vehicular circulation, striping, signage and wayfinding, parking equipment, and technology. He has also evaluated existing parking structures and prepared contract documents for structural repairs and waterproofing, and performed construction administration.

**COREWELL HEALTH | GRAND RAPIDS, MICHIGAN**

**BLODGETT HOSPITAL NORTH AND SOUTH PARKING DECKS (with Abonmarche)**

Project manager and structural engineer. Provided new parking structure programming concepts for evaluation as part of the hospital campus signage and wayfinding project. The existing parking structure was at the end of its useful life and needed to be replaced to maintain adequate parking supply for hospital visitors and employees. Provided several alternatives for the new North and South Decks including multi-year phased construction and demolition options. Considerations included minimizing perceived structural massing and maintaining landscape setbacks as context sensitive design elements within the residential neighborhood.

**THE STRONG NATIONAL MUSEUM OF PLAY | ROCHESTER, NEW YORK  
PARKING STRUCTURE**

Concept design engineer for the parking structure and final design engineer for the signature South Stair. The parking structure is one component of the Strong Neighborhood of Play development including a museum expansion, residential and retail development, and hotel. The 1,000-space, cast-in-place concrete parking structure provides visitor parking for museum and hotel guests. The signature South Stair is constructed in a humanoid form requiring unique structural framing and a mix of conventional and post-tensioned concrete elements.

**BRIDGE AND STOCKING PARKING STRUCTURE | GRAND RAPIDS, MICHIGAN  
ROCKFORD CONSTRUCTION**

A 3-level, 270-space, precast concrete parking structure. The mixed-use facility includes an office building and a residential building with a grade-level urban grocery store. The structure features a photovoltaic array with 1,795 solar panels, utility scale battery storage, and infrastructure for electric vehicle charging stations. Provided parking consulting, structural engineering, and prime project management.

**CAPITAL REGION DEVELOPMENT AUTHORITY | HARTFORD, CONNECTICUT  
BUSHNELL SOUTH PARKING STRUCTURE**

The 412-space, 6-level parking structure consolidated five acres of existing surface parking, thereby freeing up land for future urban redevelopment. Although constructed as an open parking garage, it may be converted to an enclosed structure and/or accommodate a 2-level vertical expansion to serve future developments. The facade featured form liners, use of varying textures, and field painting of precast structural elements. This structure utilized the design-build delivery method.

**MOSAIC LIFE | ST. JOSEPH, MISSOURI  
ASCEND PARKING STRUCTURE**

Project engineer for a 3-level precast concrete parking structure. The structure provides 288 parking spaces for Mosaic Life employees and patients, as well as public parking. With the intent of helping reactivate the district, the parking structure also has multiple street level retail tenants. Provided parking consulting and structural engineering design services.

**CITY OF YPSILANTI, MICHIGAN  
DEPOT TOWN PARKING STRUCTURE FEASIBILITY STUDY**

Studied the feasibility of a parking structure at two city-owned sites. The project scope included Phase I environmental assessment, boundary and topographical survey, geotechnical borings and preliminary recommendations, parking structure layouts, cost estimates, review of funding options, massing renderings, a traffic study, and a formal presentation of results.

**YEARS OF EXPERIENCE**

2 year  Fishbeck  
21 years  total

**EDUCATION**

MS in Civil and Environmental Engineering, University of Wisconsin-Madison

BS in Civil Engineering, Kansas State University

**REGISTRATIONS/  
CERTIFICATIONS**

Professional Engineer – Michigan, Illinois, Connecticut, Maine, New Jersey, New York

National Council of Examiners for Engineering and Surveying

**MEMBERSHIPS**

American Concrete Institute/ West Michigan

American Society of Civil Engineers/Southwest Michigan

International Parking and Mobility Institute

Precast/Prestressed Concrete Institute

Structural Engineers Association of Michigan





**RAYMOND MULVANEY, CPP**

**SENIOR PARKING SPECIALIST**

Ray has over three decades of experience in the parking industry. He is highly skilled at parking structure functional design and layout, and has been on design teams for over 100 parking structures for airports, healthcare, higher educations, and private sector clients. Ray has experience using Revit software for BIM-designed projects, AutoCAD, and the modeling program, Sketchup, for basic project architectural modeling and programming. He has been lead technician and primary field technician on 40+ parking structure restoration projects. Project responsibilities have included field surveying, construction document preparation, construction administration, and specification writing.

**YEARS OF EXPERIENCE**

1 year — Fishbeck  
 33 years — total

**EDUCATION**

AS in Architectural  
 Engineering Technologies,  
 ITT Technical Institute

**REGISTRATIONS/  
 CERTIFICATIONS**

Certified Parking Professional

**MEMBERSHIPS**

International Parking  
 & Mobility Institute

National Parking Association

**COREWELL HEALTH | GRAND RAPIDS, MICHIGAN**

**BLODGETT HOSPITAL NORTH DECK (with Abonmarche)**

Functional designer/BIM manager for construction of the North Deck was the first step of a comprehensive phased parking and wayfinding improvement plan at Blodgett's East Grand Rapids campus. With 566 parking spaces, the cast-in-place, post-tensioned concrete parking structure houses both visitor and employee parking at the north end of the hospital campus previously occupied by surface parking. With sloping site grades, two of the structure's three levels are enclosed below grade. The structure was designed to accommodate future vertical expansion housing a medical office building.

**VALPARAISO UNIVERSITY | VALPARAISO, INDIANA**

**NEW PARKING STRUCTURE**

Oversaw the development of the structural designs for the new parking structure as part of a campus improvement program. Over the years, the Valparaiso University campus had been carefully planned and managed. It was important to the University and the City of Valparaiso that the addition of parking structure did not negatively affect the traditional campus appearance. Security features included glass-enclosed stairs, glass-backed elevators, open space with clear sight lines, emergency call stations, and bright lighting.

**CITY OF HUDSON, NEW YORK**

**PARKING IMPROVEMENT FEASIBILITY STUDY**

Conducted the study which analyzed the current conditions and created a framework for safer, more accessible parking throughout the City. The final plan recommendations considered Hudson's history and the specific needs of the City, as well as current demands and future parking and transportation considerations.

**STUDIO PARK | GRAND RAPIDS, MICHIGAN**

**MIXED-USE PARKING STRUCTURE**

Lead designer/BIM manager for a 6-level, 935-space parking structure that provides parking for adjacent residential, retail, theater, office liner building, and public parking in the Arena district. The structure was also designed to support a future 16-story residential tower. Provided parking consulting, structural engineering, and prime project management.

**KALAMAZOO COUNTY COURTHOUSE | KALAMAZOO, MICHIGAN**

**PARKING FEASIBILITY STUDY**

Kalamazoo County was relocating their County Courthouse, and needed to accommodate parking for the staff and citizens. Demand estimate was determined through analysis of county staff, visitor, and client parking needs, combined with a market study of available parking in the adjacent area. Developed functional concepts and options for long-term parking supply, including private leases, public parking, and potential county-owned parking structure.

**CITY OF JACKSON, MICHIGAN**

**PARKING STRUCTURE CONCEPT STUDY**

Detailed parking structure concept study that included the assessment of parking demand generated by adjacent and future developments, development of multiple structured parking options, assessment of costs, and preparation of a schedule.

## ABONMARCHÉ

Natasha Kauffman, Redevelopment Program Coordinator  
Elkhart County Planning & Development  
4230 Elkhart Road  
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(574) 971-4584  
Nkauffmann@elkhartcounty.com

Mayor Linda Marble  
City of Galesburg  
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(269) 665-7000  
lmarble@galesburgcity.org

Roxana Konopinski  
RETA Executive Director  
116 W. Jackson Blvd., Elkhart, IN 46516  
(574) 522-3888  
roxana@relaforlife.com

## FISHBECK

Bonnie Wessler, Project Manager  
City of Ypsilanti  
One South Huron Street  
Ypsilanti, MI 48197  
734.483.1100  
bwessler@cityofypsilanti.com

Kristen Kapelanski, AICP  
Community Development Director  
City of Berkley  
3338 Coolidge Highway  
Berkley, MI 48072  
248) 658-3320  
kkapelanski@berkleymich.net



## COUNTY CONNECTIONS MOBILITY STUDY

NW ELKHART COUNTY AND NE ST. JOSEPH COUNTY, INDIANA

The County Connections Comprehensive Transportation and Mobility Study was a joint planning effort undertaken by the Elkhart County and the St. Joseph County Redevelopment Commissions. Its aim was to better understand transportation issues, identify opportunities, and promote the coordination of future infrastructure investments on the key corridors connecting these two counties.

The study was conducted in two main phases - (1) Context Analysis and Recommendations and (2) Implementation. Data collected and provided in the reports in the Context Analysis phase was utilized alongside public comments at the County Connections Open House and Community Survey to develop final study recommendations and implementation phasing.

Both study phases included public engagement in the form of a project website, on-line surveys, Steering Committee meetings, local stakeholder interviews, a public open house, and study plan presentations to both the Elkhart County and the St. Joseph County Redevelopment Commissions.

### CLIENT

Elkhart County and the St. Joseph County Redevelopment Commissions

### HIGHLIGHTS

- Project Branding & Logo
- Project Website & interactive GIS Map
- Public Engagement
- Transportation & Infrastructure Inventory & Assessment
- Current & Future Land Use Analysis
- Project Recommendations & Implementation Phasing
- Funding Opportunity Report



### TAKE OUR SURVEY!!

PLEASE VISIT THE SURVEY LINK TO TAKE OUR SURVEY. YOUR INPUT IS IMPORTANT TO US. WE WANT TO HEAR FROM YOU. PLEASE TAKE A FEW MINUTES TO COMPLETE OUR SURVEY. THANK YOU FOR YOUR INPUT.

**SURVEY LINK**

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## **DOWNTOWN PLAN**

### **GALESBURG, MICHIGAN**

Abonmarche partnered with the City of Galesburg and the Galesburg Downtown Development Authority (DDA) to complete a Downtown Plan focusing on goals and actions for the established downtown district. As the cultural, social, and business hub of the City, this plan was a request of the community that we were pleased to accommodate. This plan provides specific actions that the DDA and its partners can use as a guide to achieve their mission to promote a vigorous business and residential district while retaining and enhancing a friendly "Main Street" atmosphere.

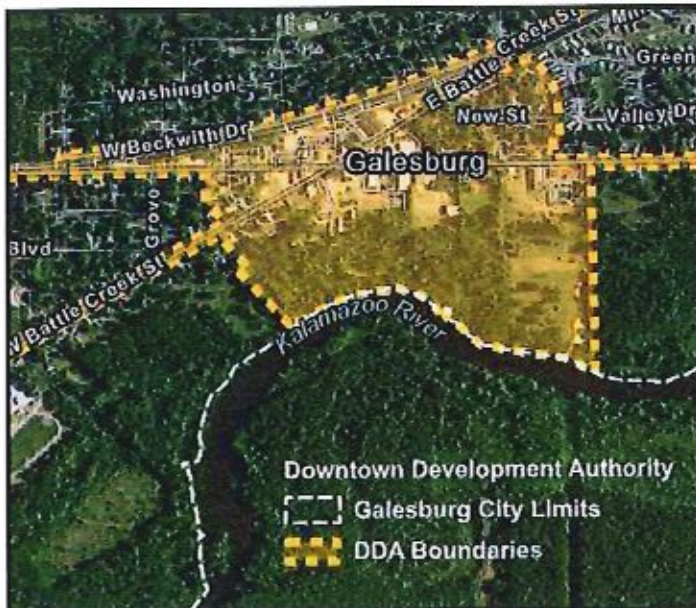
With the goal of becoming a recognized Redevelopment Ready Community under the Michigan Economic Development Corporation's program, the plan included specific goals and action steps that the community can complete to attain that recognition. The Plan engaged stakeholders in building consensus on the community's character and values to develop a shared vision for the future: The process included a multifaceted outreach and engagement process, with a steering committee, DDA meetings, surveys, and an open house.

### **CLIENT**

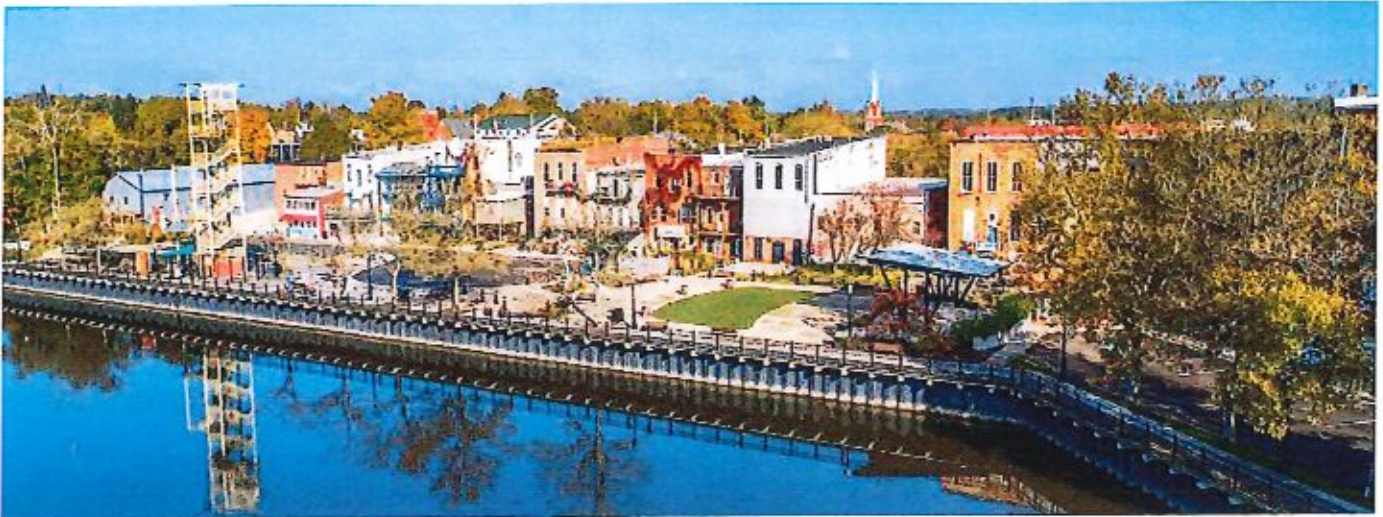
City of Galesburg and the Galesburg Downtown Development Authority

### **HIGHLIGHTS**

- Community Goals and Actions Steps
- Actions to achieve Redevelopment Ready Community status
- Robust Public Engagement
- Place Based Planning Approach
- Implementation Phasing and Relevant Resources
- Interactive GIS Map







**CITY OF ALLEGAN RIVERFRONT PLAZA**  
**ALLEGAN, MI**

**CLIENT**  
 City of Allegan

**CONSTRUCTION**  
 \$1,650,000

**HIGHLIGHTS**

- Performance Stage/Pavilion
- Grant Development
- Splash Pad
- Canoe/Kayak Launch
- Food Truck Parking Area
- Zip Line over the Kalamazoo River
- Community Fire Pit

Abonmarche collaborated with the City of Allegan to revitalize an underutilized municipal parking lot along the community's riverfront. The project resulted in the creation of the Riverfront Plaza, located between the picturesque historic buildings of the downtown area and the Kalamazoo River. During the planning stages, Abonmarche facilitated numerous public meetings to gather community input and address any concerns. Abonmarche also played a key role in securing nearly \$1 million in grant funding for the project.

The Riverfront Plaza is easily accessible through the downtown sidewalks, by car, or by canoe or kayak via the universally accessible launch area on the Kalamazoo River. The revitalized area has become a popular gathering place for community members, hosting various festivals and events throughout the year. The investment made by the City has resulted in significant real estate investment creating several new businesses and jobs.





**WHITTAKER STREETScape & INFRASTRUCTURE**  
 NEW BUFFALO, MICHIGAN

**CLIENT**  
 City of New Buffalo

**CONSTRUCTION**  
 \$4.4 million

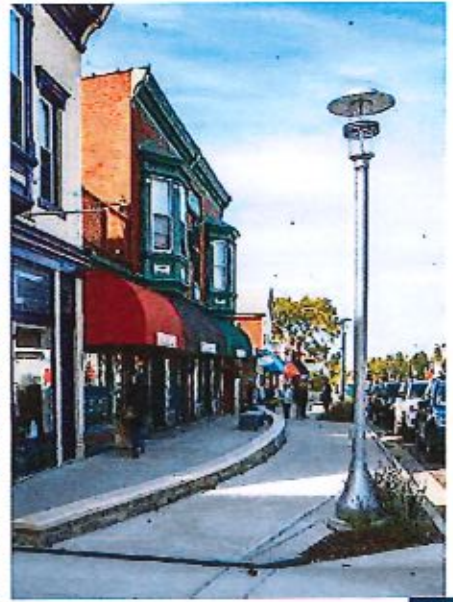
New Buffalo's Whittaker Street had little curb appeal and nothing but a sea of asphalt to greet visitors. The street design catered to automobiles, had narrow sidewalks that were not conducive to commerce, and aged utilities that were failing. Abonmarche was selected to plan and lead the redevelopment effort. We delivered five project tenants:

- Create a year-round economy for the downtown area.
- Improve accessibility and pedestrian safety.
- Develop a plan which would not adversely impact overall parking availability in the downtown area.
- Create a sense of place and a destination for residents.
- Improve infrastructure (water, sanitary and storm systems)

**HIGHLIGHTS**

- Utility Repairs & Improvements
- Sidewalks Designed to Increase Pedestrian Traffic
- Ramps and Sitting Walls
- Creation of a Commerce-Friendly Environment

Through a public input process, the community aligned on the project's direction and resulted in a vibrant and inviting downtown that created space for all users, while increasing overall parking - which was critical for the community's tourism based economy.

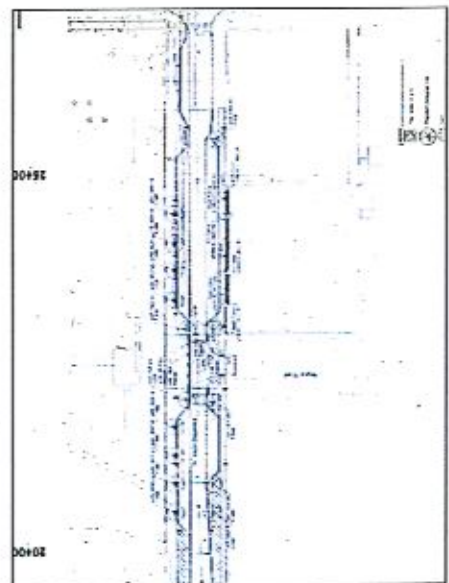




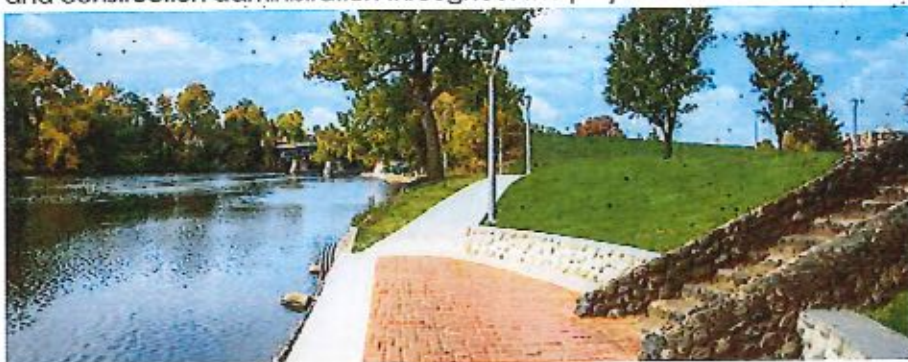
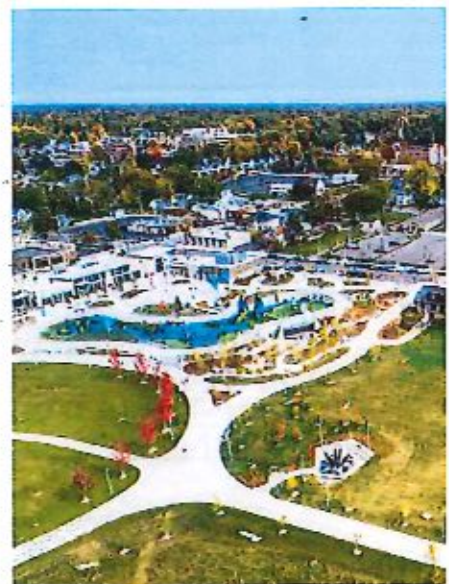
## HOWARD PARK PLACEMAKING

**SOUTH BEND, INDIANA**

Abonmarche collaborated with the City of South Bend's Engineering, Community Development, and Venues Parks & Arts Departments to complete multiple placemaking improvements to Howard Park. Creating a cohesive identity was a key aspect of the project, with a focus on preserving the historic nature of the amenities. The project included a new non-motorized trail that links Downtown South Bend and Downtown Mishawaka, as well as a versatile streetscape that can accommodate various festival events. The trail component connects Governor Joe Kernan Park with Howard Park and provides safe bicycle and pedestrian access to the Indiana University at South Bend campus from the Downtown area. The previous narrow 5-foot sidewalk was not compliant with ADA regulations or safe for bicycles, but the new trail replaces it. Abonmarche was responsible for various aspects of the project, including design, field survey, permitting, river overlook nodes, and restoration of the historic river wall. The project also involved the redevelopment of adjacent former industrial land into a residential neighborhood along the St. Joseph Riverfront.



Other aspects of the Howard Park improvements project included the design of St. Louis Boulevard and its adjacent areas. Our specific tasks included creating a site grading plan, incorporating designs from other firms, designing a stormwater management system with naturalized rain gardens, conducting surveys, obtaining permits, and providing construction administration throughout the project. Existing conditions, topographic, utility, and structural surveys were also provided. The team secured permits from IDEM and IDNR for construction activities in and adjacent to St. Joseph floodways provided and construction administration throughout the project.





**WESTON-COMMERCE PARKING STRUCTURE**  
CITY OF GRAND RAPIDS, MICHIGAN

**PROJECT DATA**

Number of Spaces: 380  
 Area: 153,500 sf  
 Number of Levels: 8  
 Design Space Efficiency: 404 sf/space  
 Completion Date: May 2010  
 Construction Cost: \$8.5 million  
 Cost/Space: \$22,375  
 Delivery Method: GC/Design-Bid-Build

**CONSTRUCTION TYPE**

Precast concrete superstructure

**REFERENCE**

Josh Naramore, Director  
 Mobile GR and Parking Services  
 616.456.3290

**STAFF INVOLVED**

Josh Rozeboom  
 Greg Ehmke  
 Ray Mulvaney  
 Mike Ortlieb  
 Gail Yasonis  
 Fabio Seirato

Constructed on an urban site, the Weston-Commerce parking structure is part of a mixed-use development. The parking structure is bound on two sides by liner buildings that house residential, restaurant, and entertainment venues. The stairs and elevators were constructed to serve the parking structure and liner buildings. The parking structure houses residential permitted parking and public hourly parking.

The parking structure utilized barrier cables on the two open sides to achieve openness, maximizing natural lighting and ventilation. Suicide deterrent fencing was post-installed at the roof level. Glass-backed elevators were provided as one passive security feature.

Durability features included use of corrosion inhibitor in the precast concrete and cast-in-place topping slab elements. Highly corrosion-resistant reinforcement bars (Martensitic Microcomposite Formable Steel [MMFX]) were utilized as topping slab reinforcement.

To minimize electrical utility costs, a high-efficiency lighting and wireless control system was installed that allowed system programming based on time of day/daylight and/or motion sensor data. The fixtures can be programmed to respond individually or as a group. A green roof system was installed on a portion of the top parking level, providing a touch of natural beauty to this urban mixed-use development.

Fishbeck was responsible for architectural, mechanical/plumbing, electrical, and civil design services. Staff now with Fishbeck served as the design team members responsible for parking functional and structural design.



**PARKING IMPROVEMENT FEASIBILITY STUDY**  
CITY OF HUDSON, NEW YORK

**PROJECT DATA**

Study Completion: 2022

**REFERENCE**

Peter Bujanow  
Commissioner of Public Works  
518.828.1030  
pbujanow@cityofhudson.org

**STAFF INVOLVED**

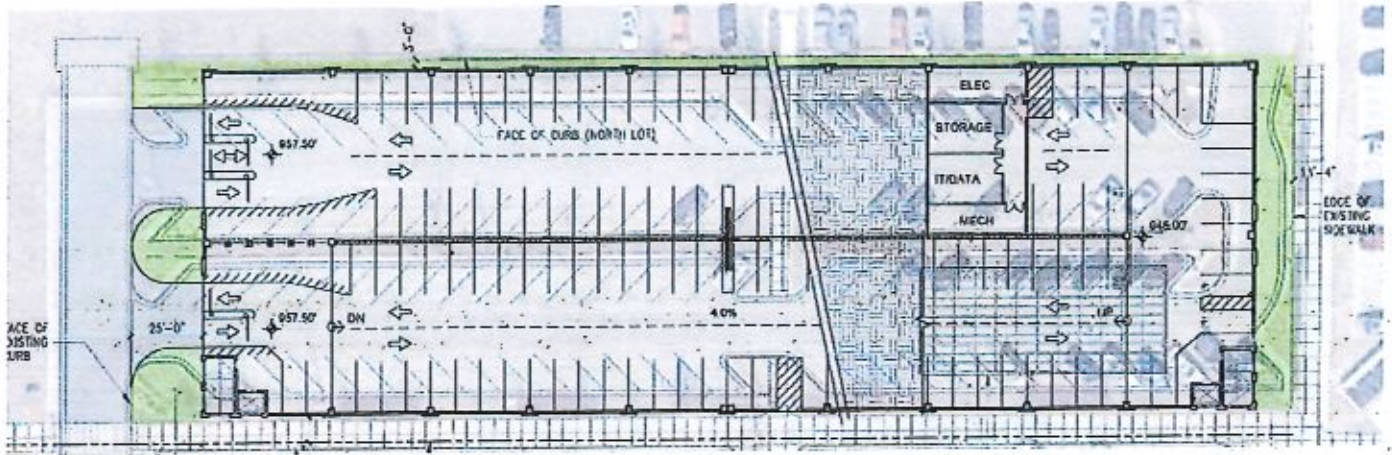
Jon Forster  
Josh Rozeboom  
Ray Mulvaney  
TJ Likens

Hudson, the oldest city in America, is undergoing a transformation from an aging industrial river town into the choice visitor destination in the Hudson Valley. Hundreds of shops, restaurants, and hotels line the historic streets. Hudson initiated a parking improvement study to address the critical parking deficit in the landlocked city. A lack of long-term, short-term, daily, and hourly parking was adversely impacting the ability of residents and visitors to access the central business district, recreation sites, public service centers, and other important destinations.

Fishbeck conducted a study which analyzed the current conditions and considered how to develop safer, more accessible parking throughout the City. The final plan recommendations addressed the parking shortage and built a framework for effective management and flexibility into the future. Incorporating mobility options with increased utilization of all parking, public, and private, Hudson can adapt and grow while maintaining the character of the historic city.

*"We received a far more comprehensive study than we anticipated. A great value to the City."*

Tom DiPietro  
Hudson City Council President



**PARKING STRUCTURE CONCEPT STUDY**  
CITY OF JACKSON, MICHIGAN

**PROJECT DATA**

Study Completion Date: June 2022  
 Spaces Required: 450 to 550 spaces  
 Number of Levels: 3½ to 4 levels  
 Space Capacity: 475 to 560 spaces  
 (4 concepts)  
 Projected Construction Cost:  
 \$24,000 to \$26,000 per space

**REFERENCE**

City of Jackson  
 Jon Dowling, City Engineer  
 517.788.4160  
 jdowling@cityofjackson.org  
  
 Troy White, Assistant City Engineer  
 517.768.6075  
 twhite@cityofjackson.org  
  
 Jonathon Greene, City Manager  
 517.788.4035  
 jgreene@cityofjackson.org

**STAFF INVOLVED**

Mike Ortlieb  
 Josh Rozeboom  
 Ray Mulvaney

The City's downtown revitalization plan includes restoration of the historic Hayes Hotel and multiple residential/retail developments along Pearl Street. In 2015, Fishbeck worked with the City to prepare for these development projects, and a part of this preparation included the design of a surface parking lot to support two residential developments and downtown businesses. The parking lot was configured to accommodate a future parking structure, and in 2022 Fishbeck completed a detailed parking structure concept study. The study included the assessment of parking demand generated by adjacent and future developments, development of multiple structured parking options, assessment of costs, and preparation of the project schedule.



**DOWNTOWN DEVELOPMENT AUTHORITY  
DISTRICT PARKING STUDY  
CITY OF ST. CLAIR SHORES, MICHIGAN**

**PROJECT DATA**

Study Completion Date: 2022

**REFERENCE**

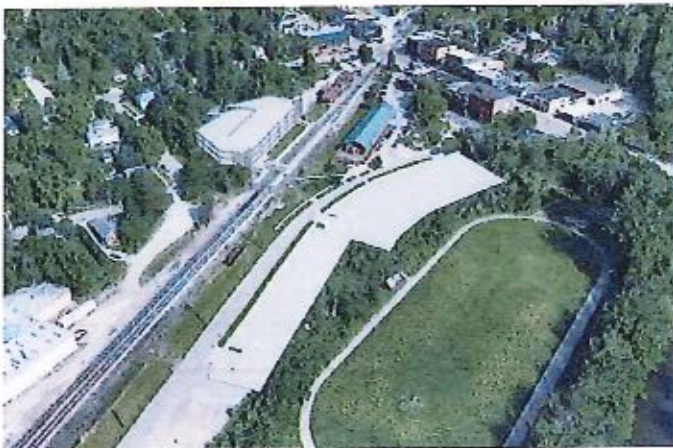
Denise Pike, AICP  
Community Services Director  
586.447.3418  
pikod@scsmi.net

**STAFF INVOLVED**

Jon Forster  
Ray Mulvaney  
Caryn Ashbay  
Melissa Blaser

St. Clair Shores' downtown district has developed from a small commercial corridor to a burgeoning entertainment district over the past several years. The newly created Downtown Development Authority sought opportunities to promote downtown as a gathering place for the community. As the vision came to fruition, a parking shortage arose that had not been an issue in the past. With the redevelopment of an old cinema, a new grocery, and a multi-use building coming soon, the parking problems were only going to get worse. The City engaged Fishbeck to help them measure current parking occupancy and develop options for future needs as they arose.

Fishbeck collected the baseline data of parking supply and occupancy levels in GIS format. The team developed recommendations to meet the City's needs that included retooled parking, enhanced pedestrian routes, utilizing private parking for public use, and alternative transportation options. Fishbeck created a matrix for these options that included immediate fixes, opportunities in the next five years, and long-term goals. All options on the matrix included a cost estimate.



**DEPOT TOWN PARKING STRUCTURE FEASIBILITY STUDY**  
CITY OF YPSILANTI, MICHIGAN

**PROJECT DATA**

Existing Conditions: Surface parking lots  
Proposed Additional Parking: 275 spaces  
Study Completion Date: July 2022

**REFERENCE**

Bonnie Wessler  
Project Manager  
734.482.9707  
bwessler@cityofypsilanti.com

**STAFF INVOLVED**

Greg Ehmke  
Jon Forster

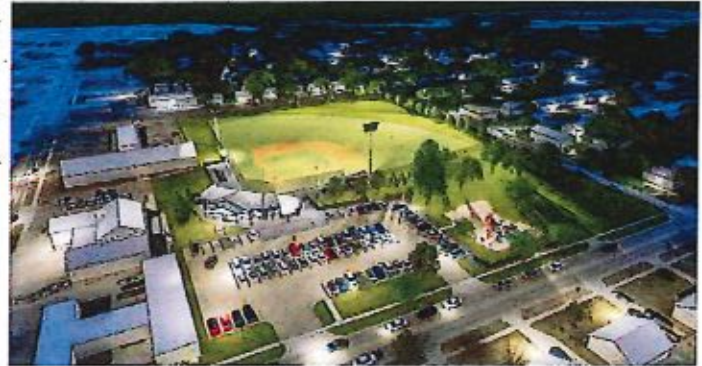
New restaurants and residential space are bringing energy and opportunity to the Depot Town neighborhood in Ypsilanti. To provide sufficient parking for the growing area, Ypsilanti engaged Fishbeck to study the feasibility of a parking structure at two city-owned sites. The project scope included Phase I environmental assessment, boundary and topographical survey, geotechnical borings and preliminary recommendations, parking structure layouts, cost estimates, review of funding options, massing renderings, a traffic study, and a formal presentation of results. In addition to meeting the projected parking deficit, the parking structures were envisioned to interface with a potential future passenger train service.

Each site presented unique challenges. The first site was preferred due to its proximity and convenience to the popular destinations but was sandwiched between a curved roadway alignment and an existing park; and contained relatively poor soils and environmental contamination. The second site was smaller, irregularly shaped, and



**ENVISION, GUIDE, SHARE**

- 3D models and renderings can be used to share a vision for a project with stakeholders, helping them to understand and envision the final product or outcome. They can also be used to guide the design process, by providing a visual representation of the project that can be used to evaluate different design options and make decisions about the final design. Additionally, 3D models and renderings can be used to highlight a chosen design, by providing a detailed and realistic representation of the project that can be used to generate support for the project.







*THANK YOU*



RESOLUTION NO. 23-R- 072

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF  
STRUCTUREPOINT FOR PREPARATION OF DEMOLITION  
SPECIFICATIONS FOR CENTRAL GREEN.

Whereas, the Commission desires to engage American Structurepoint Inc. (the "Contractor") to provide demolition specifications for the Central Green to prepare the site for the amphitheater project proposed for the 300 block of South Main Street (the "Services"), as outlined in the Standard Form of Agreement for Professional Services attached hereto (the "Proposal") and the Commission desires to engage the Contractor to perform the Services; and

Whereas, the Commission has reviewed the Services to be performed and believes it is in the best interest of the City and its inhabitants that the Contractor be employed to provide the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of the Contractor to provide the Services.
2. The Commission approves the form and content of the Standard Form of Agreement for Professional Services.
3. The Commission approves the fee structure as specified in the Proposal and appropriates the sum of \$75,000.00 from the Cassopolis Corridor Allocation Area Special Fund and \$75,000.00 from Allocation Area No. 1 to cover the cost of the Services.
4. The Commission authorizes its officers to do all acts which they deem necessary and appropriate to carry out the terms and obligations contemplated therein.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF SEPTEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

**CITY OF ELKHART, INDIANA**  
**STANDARD FORM OF AGREEMENT**  
**FOR PROFESSIONAL SERVICES**  
**(Edition 2020)**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”),  
between The City of Elkhart, Indiana, acting by and through its Board of Public Works  
 (“Owner”) and American Structurepoint, Inc. (“Engineer”).

For the following Project: <u>Elkhart Amphitheater Demolition and Salvage for Shovel Ready Site</u> (“Project”).

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

*1.01 Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

*2.01 General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall make available to Engineer reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Engineer may rely upon said documents without independent verification unless advised by the Owner that verification may be needed such as information from “record drawings” and GIS.

**ARTICLE 3 – DEFINITIONS**

*3.01 Defined Terms*

A. The terms used in this Agreement and Exhibits, including the singular and plural forms, have the meanings indicated in the following provisions:

1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Conflict of Interest* - Conflict of interest means that because of other activities or relationships with other persons, a person or entity is unable or potentially unable to render impartial assistance or advice to the City, or the person's or entity's objectivity in performing the contract work is or might be otherwise impaired, or a person or entity has an unfair competitive advantage.

4. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

7. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Documents* – Data, reports, Drawings, Specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Contractor to Owner pursuant to this Agreement.

9. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

10. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated, it means the date on which the last party duly executes this Agreement.

11. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, and authorities.

12. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

13. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the construction phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner.

14. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

15. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

16. *Work* – The entire construction or the various identifiable parts required to be provided under the contract documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the contract documents.

## **ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES**

### **4.01 Commencement**



A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

#### 4.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Engineer's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than **October 11, 2023**.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, shall be extended for the period of such delay or Owner shall authorize Engineer to work overtime to make up such lost time, and Engineer's compensation shall be adjusted equitably.

C. If, through no fault of Owner, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services are impaired, or Engineer's services are delayed by reason of any error, inconsistency or omission of Engineer, Engineer shall compensate Owner for and indemnify it against all costs; expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages exceed ten percent (10%), in the aggregate of Engineer's compensation. In addition, Engineer shall provide all necessary services at its own cost, including any overtime costs and expenses, required to make up time lost to Owner because of such delay.

D. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be mutually agreed upon by the parties.

E. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

### ARTICLE 5 – INVOICES AND PAYMENTS

#### 5.01 *Invoices*

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month along with reasonable supporting detail. Owner shall pay approved amounts no later than 40 days after receipt or as Owner's standard practices allow.

#### 5.02 *Payments*

A. Prior to final payment to Engineer, Engineer shall furnish evidence satisfactory to Owner that there are no claims, obligations or liens outstanding in connection with its services. Acceptance of final payment shall constitute a waiver of all claims by Engineer for compensation for its services.

B. Should there be any claim, obligation or lien asserted before or after final payment is made that arises from Engineer's services, Engineer shall reimburse Owner for any costs and expenses, including attorneys' fees, costs and expenses, incurred by Owner in satisfying, discharging or defending against any such claim, obligation or lien, including any action brought or judgment recovered, provided Owner is making payments or has made payments to Engineer in accordance with the terms of this Agreement.

C. Should Engineer or its consultants fail to perform or otherwise be in default under the terms of this Agreement, Owner shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the Owner from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

D. Engineer's expense records shall be maintained in accordance with generally acceptable accounting principles and shall be available to Owner at mutually convenient times for all services to be compensated on the basis of actual cost.

## **ARTICLE 6 – ESTIMATE OF COST**

### *6.01 Construction Cost Estimate*

A. Engineer's estimate of the Construction Cost is made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry.

### *6.02 Designing to Construction Cost Limit*

A. Owner and Engineer agree to a Construction Cost limit in the amount of TBD by Successful Bidder Dollars (\$ TBD).

B. The written acceptance by Owner at any time during Basic Services of a revised estimate of the Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

C. If the Bidding has not commenced within three months after completion of the final design phase, the established Construction Cost limit will not be binding on Engineer. In such case, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the final design phase and the date on which proposals or Bids are sought.

D. If the lowest responsible and responsive proposal or Bid exceeds the established Construction Cost limit by more than thirty percent (30%), Owner may (1) give written approval to increase such Construction Cost limit, or (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall make recommendations to Owner describing ways to proceed within Owner's budget and modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. All services of Engineer in respect of this Paragraph shall be at the sole expense of Engineer.

## **ARTICLE 7 – GENERAL CONSIDERATIONS**

### *7.01 Standards of Performance*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer shall be responsible to Owner for the costs of any errors or omissions of the Engineer or of consultants retained by Engineer.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to written approval of Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.

D. Subject to the standard of care set forth in Paragraph 7.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing.

F. Engineer shall not be required to sign any documents that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods,

techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

K. All Contract Documents and Applications for Payment shall be subject to Owner approval.

L. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other construction phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the bidding phase; (2) Engineer shall have no shop drawing review obligations during construction; (3) Owner assumes all responsibility for contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (4) the interpretation of the bid documents remains the Engineer's responsibility.

#### *7.02 Use of Documents*

A. Upon the making of final payment to Engineer, Owner shall receive ownership of the property rights of all of the Documents prepared, provided or procured by Engineer or by consultants retained by Engineer. All Documents prepared, provided or procured by Engineer or by consultants retained by Engineer shall be distributed to Owner. All Documents whether printed or electronic media format, and including AutoCad drawings, shall be provided to Owner at anytime upon the Owner's request. If this Agreement is terminated pursuant to Paragraph 7.04.B, Owner shall receive ownership of the property rights of the Documents upon payment for all services rendered according to this Agreement, at which time, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. Owner may use, reproduce or make derivative works from the Documents for extensions of the Project or other projects without the prior authorization of Engineer or its consultant. However, Owner's use of the Documents for derivative work without Engineer's authorization or involvement is at Owner's sole risk unless negligence of the Engineer's work is the cause of any damages.

C. Similarly, Engineer shall obtain from its consultants property rights and rights of use that correspond to the rights given by Engineer to Owner in this Agreement.

D. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

E. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

F. The Engineer may not use the information gathered or the Documents created for this Project at the Owner's expense without the written consent of the Owner.

### *7.03 Insurance*

A. Before commencing its services and as a condition of payment, Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance", which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Engineer or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Engineer shall require its consultants to maintain Comprehensive General Liability, Automobile Liability, Workers Compensation and Professional Liability coverage with a company satisfactory to Owner and with limits acceptable to Owner.

C. Engineer shall maintain Professional Liability insurance with a company satisfactory to Owner for claims arising from any negligent act, error, or omission of Engineer under this Agreement, which shall be a practice policy written for the amounts set forth in Exhibit D, "Insurance" with a deductible not to exceed \$100,000. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Engineer for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Engineer. The deductible shall be paid by Engineer.

D. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit D, and a copy of its Professional Liability policy. Such certificates and policy shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement. No policy shall be cancelled or modified without thirty (30) days prior written notice to Owner. Such requirement for prior written notice does not

apply to modifications caused by claims made against the policy. Engineer and its Professional Liability insurance carrier shall notify Owner within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. Owner shall have the right to notify directly Engineer's Professional Liability insurance carrier of a claim against the policy.

#### 7.04 *Suspension and Termination*

##### A. *Suspension.*

1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under Paragraph 7.04B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments upon Termination.* In the event of any termination under Paragraph 7.04, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

E. *Delivery of Project Materials to Owner.* Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer.

#### 7.05 *Controlling Law*

A. This Agreement shall be governed by the law of the State of Indiana.

#### 7.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.06B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 7.07 *Dispute Resolution*

A. Owner and Engineer agree to make a good-faith effort to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by formal negotiation between authorized representatives of each party. Formal negotiations shall take place at a mutually acceptable time and place within fifteen (15) days of notice. Formal negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

B. All applicable statutes of limitation and defenses based on the passage of time shall be tolled during the formal negotiation process.

C. Any changes to the Agreement resulting from formal negotiation shall be incorporated into the Agreement by addendum.

D. Any claims not resolved through formal negotiation may be subject to litigation at the discretion of the aggrieved party.

#### *7.08 Environmental Condition of Site*

A. Owner represents to Engineer that to the best of its knowledge, no known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern are located at or near the Site, including type, quantity, and location.

B. If Engineer encounters an undisclosed Constituent of Concern, Engineer shall notify the Owner and the appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

#### *7.09 Indemnification by Engineer*

A. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.

#### *7.10 Conflict of Interest –*

A. The Engineer acknowledges and agrees that it does not have a current Conflict of Interest, as defined in Section 3.01, with the Owner and will not have a Conflict of Interest with the Owner during the term of this Agreement, regardless of whether that Conflict of Interest is real or perceived.

B. The Engineer further acknowledges and agrees that the Engineer and its Consultants are not currently providing any services to any third parties and will not provide services for at least 24 months after the Project is completed that will financially benefit the Engineer and/or its Consultants directly or indirectly.

C. The Owner, in its sole discretion, may waive a Conflict of Interest if the Engineer notifies the Owner of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.



D. If the Engineer fails to disclose a Conflict of Interest before the effective date of this Agreement, the Owner may terminate this Agreement as provided in paragraph 7.04.

E. If the Engineer or its Consultants breach Subsection 7.10(B), the Owner may disqualify the Engineer from bidding or quoting on any future projects by the Owner, or reject any bids or quotes by the Engineer as not responsible.

F. If the Engineer disputes the determination of the Owner's designated representative that the Engineer has a Conflict of Interest, the Engineer may appeal the designated representative's determination to the Board of Public Works. The Board of Public Work's decision on the matter shall be final.

#### 7.11 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of final payment.

F. The provisions of this Agreement shall be construed according to the laws of the State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

### **ARTICLE 8 – E-VERIFY REQUIREMENT**

#### **8.01 *Terms***

All terms defined in I.C. § 22-5-1.7 *et seq.* are adopted and incorporated into this section.

#### 8.02 *Enrollment and Participation*

A. Pursuant to I.C. § 22-5-1.7 et seq., Engineer shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

B. Engineer shall provide Owner with documentation that it is enrolled and participating in the E-Verify program.

#### 8.03 *Affidavit*

A. Engineer is required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-verify program, and (ii) it does not knowingly employ any unauthorized aliens.

B. This Agreement shall not take effect until said affidavit is signed by Engineer and delivered to Owner along with the documentation of the E-Verify program enrollment and participation.

#### 8.04 *Subcontractors*

A. Should Engineer subcontract for the performance of any work under this Agreement, the Engineer shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-verify program.

B. Engineer shall maintain a copy of such certification for the duration of the term of any subcontract.

C. Engineer shall also deliver a copy of the subcontractor certification to the Owner within seven days of the effective date of the subcontract.

#### 8.05 *Employment of Unauthorized Aliens*

A. If Engineer, or any subcontractor of Engineer, knowingly employs or contracts with any unauthorized alien, or retains an employee or contract with a person that the Engineer or subcontractor subsequently learns is an unauthorized alien, Engineer shall terminate the employment of or contract with the unauthorized alien within thirty (30) days.

B. Should the Engineer or any subcontractor of Engineer fail to terminate the employment of, or contract with, the unauthorized alien within thirty (30) days, Owner has the right to terminate this Agreement without consequence.

#### 8.06 *When E-Verify is not Required*

A. The E-Verify program requirements of this Agreement will not apply should the E-Verify program cease to exist.

## **ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS**

### *9.01 Exhibits Included*

- A. Exhibit A, "Engineer's Services," consisting of seven (7) page(s).
- B. Exhibit B, "Owner's Responsibilities," consisting of one (1) page(s).
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of one (1) page.
- D. Exhibit D, "Insurance," consisting of one (1) page.
- E. Exhibit E, "Affidavit of E-Verify Enrollment and Participation" consisting of one page.
- F. Exhibit F, "Certification Statement Regarding Investments in Iran," consisting of one (1) page.
- G. Exhibit G, "Title VI Notice," consisting of two (2) pages.

### *9.02 Total Agreement*

A. This Agreement constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument.

### *9.03 Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

### *9.04 Suspension and Debarment*

A. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state department or agency. Necessary certification forms shall be provided by the Owner.

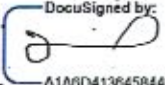
### *9.05 Investments in Iran*

A. The Engineer shall sign a certification statement regarding investments in Iran, and said statement is incorporated herein.

*9.06 Title VI Notice*

A. The Engineer shall sign an acceptance certification statement regarding Title VI notification and compliance with the City of Elkhart's Title VI Policy during the duration of this agreement, and said statement is incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

<b>OWNER:</b> City of Elkhart, Indiana, acting by and through its Board of Public Works		<b>ENGINEER:</b> American Structurepoint, Inc.	
<b>By:</b>		<b>By:</b>	 A1A6D4136458446
<b>Title:</b>		<b>Title:</b>	Executive Vice President / Partner
<b>Date Signed:</b>		<b>Date Signed:</b>	9/7/2023
<b>Attest:</b>		<b>Engineer License or Certification No.:</b>	
Clerk		<b>State of:</b>	
<b>Address for giving notices:</b>		<b>Address for giving notices:</b>	
Elkhart City Board of Public Works		American Structurepoint, Inc.	
229 S. Second Street		9025 River Road, Suite 200	
Elkhart, Indiana 46516		Indianapolis, Indiana 46240	

<b>Designated Representative:</b>		<b>Designated Representative:</b>	
		Randall S. Robison	
<b>Title:</b>		<b>Title:</b>	Principal
<b>Phone Number:</b>		<b>Phone Number:</b>	317/547-5580
<b>Facsimile Number:</b>		<b>Facsimile Number:</b>	317/543-0270
<b>E-Mail Address:</b>		<b>E-Mail Address:</b>	rrobison@structurepoint.com

This is **EXHIBIT A**, consisting of seven (7) pages, referred to in and part of the  
**Agreement between Owner and Engineer for Professional Services**

**Engineer's Services**



AMERICAN  
**STRUCTUREPOINT**  
INC.

9025 RIVER ROAD, SUITE 200  
INDIANAPOLIS, INDIANA 46240

TEL 317.547.5580

FAX 317.543.0270

September 7, 2023

Mr. Bradley Tracey  
Chief of Staff, Elkhart, Indiana  
229 S. 2<sup>nd</sup> Street  
Elkhart, Indiana 46516

Re: Architectural and Engineering Services  
Demolition and Salvage for Shovel Ready Site  
Project No. 2023.01729

Dear Mr. Tracey:

American Structurepoint, Inc., is pleased to submit this proposal to provide design services with regard to the City Center Park and Civic Plaza site in Elkhart, Indiana. The site is adjacent to the Lerner Theater and is identified in the image shown under Project Limits. The demolition design phase will include input from architectural, structural, and civil engineering for the above-referenced project. The basis of this proposal is a summation of various meetings, documents, and conversations between March 2023 and August 2023.

#### PROJECT SCOPE

We understand the scope as requested at this time is for demolition documents of the entire site to make it "shovel ready" for the future amphitheater to the east and private development to the west. This will include deconstruction and salvage of the current band shell canopy structure (not including the concrete stage), donor bricks on the parking structure stair walls, the fountain stonework and any salvageable plumbing systems, and the statue at the corner of Franklin and Main streets. The scope will also include the removal of the parking garage structure (including stairs, railings, elevated slab, and slab on grade), parking lot surface, internal sidewalks, clock tower, planters, site lighting, site furnishings, hardscape improvements, associated foundations, trees and plantings, and required utility relocations to be identified during design. The team will also coordinate with city personnel regarding any further features to be salvaged for or removed by the city prior to start of demolition work. The boundaries of the site are Waterfall Drive to the east, East High Street to the north, South Main Street to the west, and West Franklin Street to the south.

1. We will prepare the written specification for the scope of demolition and for the standard of care to be given during the demolition process.
2. We have the following understanding of how these elements are to be handled during the demolition phase:

2023.01729

Mr. Bradley Tracey  
September 7, 2023  
Page 2

**Band Shell** – Provide documentation of the band shell on-site showing the band shell footprint and clear direction regarding deconstruction and preservation of salvageable materials and to minimize waste. Prescribe a process for documenting so it can be reconstructed elsewhere in the future.

**Fountain** – Provide documentation of the fountains on-site showing their footprint and connection to utilities. Provide clear direction regarding deconstruction and preservation of salvageable materials and to minimize waste. Prescribe a process for documenting so it can be reconstructed elsewhere in the future.

**Donor Bricks** – clean and salvage and prepare for reinstallation at another location.

**Public Parking Garage at Civic Plaza** – Disconnect the utilities and call for complete (or near complete) removal of the garage along with and required infill to bring the site back to grade. Detail the size, number of levels, and construction materials. During the design period, we will analyze the most beneficial means to remove the retaining wall providing support to Main Street and may determine that a portion will be left in place.

**Site Utilities** – Provide removal or relocation of utilities within the site. Re-route utilities as required to avoid conflicts with future development of the project site. Coordinate with city and local utility companies to develop a proposed timeline of the relocations. Salvage any site lighting fixtures and site electrical power distribution boxes for future use.

**Site amenities** – Coordinate with the City for salvage of flag poles, benches, art sculptures, trees, and planting for storage and reuse by the City.

3. It is understood that environmental issues and hazardous materials have previously been abated from the site by others.
4. The demolition of the facility will be done in accordance with state and federal standards.
5. Below grade utilities not utilized for future construction will be removed.
6. The documents will specify the condition the site is to be left in after the demolition has been completed.

**Project Limits:**





Mr. Bradley Tracey  
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Page 3

**SCOPE OF SERVICES**

**A. Demolition Phase**

1. The professional design services include the architecture and engineering required to develop drawings and specifications suitable for public bidding in the State of Indiana for the above-described project scope. The construction documents will be sealed by an architect or professional engineer.
2. Visit the site to review existing conditions.
3. Review existing drawings of structures on the site provided by owner.
4. Participate in design meetings relative to this phase of the project.
  - a. We anticipate conducting these meetings virtually with one (1) meeting every week.
5. Final documents will consist of drawings and technical specifications to be submitted in PDF format. The Division 0 and 1 (front-end) specifications will be acquired from the city standards and compiled by American Structurepoint.

**B. Bidding Phase**

1. Conduct the pre-bid meeting.
2. Respond to RFIs and issue any required clarifications via addenda.

**C. Construction Phase**

1. Review shop drawings for plans regarding de-construction.
2. Respond to Request(s) for Information (RFI) for design clarifications during construction phase.
3. Issue Architectural Supplemental Instructions (ASI) and/or Proposal Requests (PR) as needed.
4. Review contractor's pay application and change orders related to the scope of work.
5. We have included up to six (6) site visits in our proposal. These can be in conjunction with progress meetings as requested. An observation report will be provided after each visit.

**COMPENSATION**

Compensation for services rendered will be lump-sum and invoiced monthly on a percent-complete basis. Full payment of invoices is due within 30 days from invoice date. The itemized fee amounts are as follows:

Architecture.....	\$74,120
Structural.....	\$38,000
Civil.....	<u>\$36,000</u>
<b>Total.....</b>	<b><u>\$148,120</u></b>

**REIMBURSABLE EXPENSES**

- A. The following expenses are not included in the fee for basic services and will be invoiced to the client at 1.1 times their actual cost. We recommend you budget \$3000.
1. Reproduction services for plans and specifications for normal in-house coordination
  2. Overnight postage, certified mail, and delivery services for normal coordination of the project
  3. Travel expenses for the quantity of meetings and site visits defined in basic services. Mileage will be invoiced at the federal standard rate per mile at the time of the occurrence during the project.

Mr. Bradley Tracey  
September 7, 2023  
Page 4

4. Expenses for excessive amounts of document preparation, printing, plotting, copying, and shipping beyond the amount necessary to produce the project
5. Permit application fees and permit fees

Reimbursable expenses will be invoiced monthly as soon as practical after they occur.

#### SCHEDULE

Proposal Due	September 6, 2023
Design team under contract	September 8, 2023
Start Demolition Design Set	September 11, 2023
Demolition Set Complete	October 6, 2023
Bid documents ready for distribution	October 11, 2023
Bid Opening	November 1, 2023
Notice of Award to Contractor (Estimated)	November 6, 2023
Demolition Start (on-site) (Estimated)	November 13, 2023
Demolition Complete	TBD

#### ASSUMPTIONS

American Structurepoint assumes the following regarding the scope of services outlined in this proposal.

- A. The project will have a single design package and will be executed using the design-bid-build delivery method.
- B. An asbestos report will be provided by the owner.
- C. Cost opinions are not provided by the design team. The design team will act as a resource to a contractor of owner's choice to develop cost opinion or a third party cost estimator can be hired as an additional service to the scope of the design team.
- D. This proposal does not include the preparation of record drawings or record survey. If the city desires record drawings to be prepared, we will review the contractors' as-built mark-ups and provide an additional service fee to prepare record drawings from the construction documents.
- E. We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, or for the safety of persons on or off the job site.
- F. The existing drawings that have been provided (by the owner) are:
  - o City of Elkhart Civic Plaza – dated 11/11/1987
  - o Elkhart Central Green – Dated 10/14/2019, including Revision 1, dated 11/14/2019

Mr. Bradley Tracey  
September 7, 2023  
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#### ADDITIONAL SERVICES

Should it be determined the services provided by American Structurepoint will increase beyond the described scope of services due to influences beyond our control, notification will be given to the City of Elkhart. American Structurepoint will issue a formal request for adjustment, which will provide the basis for the request and the impact on the project schedule. This will be based upon our standard billing rate schedule. We will continue services on all other aspects of the project. We will proceed with the services as outlined on the additional service request after resolution of the issue in question. A list of some additional services are:

- A. Any additional on-site or off-site topographic or utility survey, ALTA/ACSM Land Title Survey, boundary surveys, primary or secondary platting, easement or right-of-way descriptions, land acquisition or appraisal services, tree survey, on-site private utility locates, construction staking and layout, as-built surveys, easement vacations or post-construction record drawings except as defined above
- B. Determination of location or depth of utilities by means such as vacuum excavation or potholing
- C. Studies: Phase I or Phase II Environmental Site Assessment, environmental impact report, asbestos survey, traffic impact study, traffic signal warrant analysis, geotechnical investigations and reports, soil borings, materials testing, endangered species reports, etc.
- D. Phased construction plans, preparation of opinion of probable construction cost, earthwork calculations, construction administration, construction observation, written specifications, and owner's representative services except as defined above
- E. Off-site infrastructure improvement plans or details (road, sewer, water, sanitary, utility, or drainage), bridge construction plans, any unforeseen utility relocation plans, major improvements to public roads (such as adding or reconfiguring turning lanes and traffic control devices), and LEED® design and permitting
- F. Design or field observation of shoring and bracing for excavations and buildings or underpinning of adjacent structures
- G. Services resulting from changes of scope or magnitude of the project as described above or after the drawings are substantially complete


We sincerely appreciate the opportunity to provide this proposal. If the terms of this proposal meet with your approval, please sign on the signature line on the following page. We will consider this as a notice to proceed while we prepare a professional services agreement. Please let us know if you have any questions or comments regarding this proposal.

This proposal is valid for 30 days from the date of issue and then shall be considered withdrawn, null, and void.

Please let us know if you have any questions or comments regarding this proposal.

Very truly yours,  
American Structurepoint, Inc.

  
Randall S. Robison, AIA, LEED-AP  
Principal

  
John A. Lashenik, PE  
Executive Vice President / Partner

SAM: mma

Mr. Bradley Tracey  
September 7, 2023  
Page 6

**If the terms of this proposal are agreeable, indicate your acceptance by returning a signed copy of this letter. We will consider this our notice to proceed while we prepare a professional services agreement.**

\_\_\_\_\_  
**Accepted by**

\_\_\_\_\_  
**Printed Name**

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

This is **EXHIBIT B**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

**Owner's Responsibilities**

Owner shall provide an asbestos report.

Owner shall pay for an apply for any applicable permits.

Owner shall make available any existing drawings of the parking structure, band shell, and site improvements, utilities, etc.

Owner shall coordinate with the contractor regarding any needed road closure and/or access to the site.

This is **EXHIBIT C**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

**Payments to Engineer for Services and Reimbursable Expenses**

Engineer's services will be billed monthly. Payment shall be made under the provisions of Article 5. If the Owner has questions or comments concerning our services or charges during the course of the work, they are to be brought to Engineer's attention immediate so that any problem can resolved quickly.

The Owner shall reimburse the Engineer all fees paid to review agencies to secure permits necessary for the project.

Compensation for services rendered will be lump-sum and invoiced monthly on a percent-complete basis. The itemized fee amounts are as follows:

Architecture.....	\$74,120
Structural.....	\$38,000
Civil.....	\$36,000
<b>Total.....</b>	<b>\$148,120</b>

This is **EXHIBIT D**, consisting of one (1) page, referred to in and part of the  
**Agreement between Owner and Engineer for Professional Services**

### Insurance

Paragraph 7.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

#### *Insurance*

A. The limits of liability for the insurance required by paragraph 7.04 of the Agreement for Engineer are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a. Each Accident	\$1,000,000
b. Disease, Policy Limit:	\$1,000,000
c. Disease, Each Employee:	\$1,000,000
3. Commercial General Liability --	
a. Each Occurrence:	\$1,000,000
b. General Aggregate:	\$2,000,000
c. Products/Completed Operations:	\$1,000,000
d. Personal and Advertising	\$1,000,000
e. Contractual Liability--	
Each Occurrence:	\$1,000,000
General Aggregate	\$2,000,000
4. Contractual Liability--	
a. Each Occurrence:	\$1,000,000
b. General Aggregate	\$2,000,000
5. Excess Umbrella Liability --	
a. Each Occurrence:	\$5,000,000
b. General Aggregate:	\$5,000,000
6. Business Automobile Liability --	
a. Bodily Injury --Each Accident:	\$1,000,000
b. Property Damage --Each Accident:	\$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	\$1,000,000
b. Annual Aggregate:	\$1,000,000

This is **EXHIBIT E**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

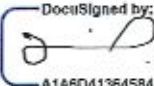
**AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION**

I, **John A. Lashenik** being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by **American Structurepoint, Inc.** ("Engineer") in the position of **Executive Vice President.**
3. I am familiar with the employment policies, practices, and procedures of Engineer and have the authority to act on behalf of the Engineer.
4. Engineer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "A" and incorporated herein.
5. Engineer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Engineer does not currently employ any unauthorized aliens.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

EXECUTED on the 7<sup>th</sup> day of September, 2023.

DocuSigned by:  
  
A1A8D4136458446...

Printed: John A. Lashenik, PE



This is **EXHIBIT F**, consisting of one (1) page, referred to in and part of the  
**Agreement between Owner and Engineer for Professional Services**

**CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN**

I, **John A. Lashenik**, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS 7th DAY OF September, 2023.

DocuSigned by:  
  
A1A8D4138458416  
Printed: John A. Lashenik, PE

This is **EXHIBIT G**, consisting of two (2) pages, referred to in and part of the  
**Agreement between Owner and Engineer for Professional Services**



City of Elkhart, Indiana

*the city with a heart*

## Title VI Notice

### Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

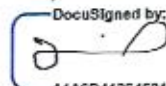
The Title VI Coordinator is:

Title VI Coordinator  
City of Elkhart  
229 S 2<sup>nd</sup> Street  
Elkhart, Indiana 46516

Voice: (574) 294-5471  
Fax: (574) 293-7658  
TDD: (574) 389-0198  
Email: [titlevicoordinator@coei.org](mailto:titlevicoordinator@coei.org)

Acceptance by Engineer

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

DocuSigned by:  


A1A6D4136458446...  
Signed

John A. Lashenik, PE

Printed Name

9/7/2023

Dated

The City of Elkhart Title VI Policy may be accessed here:

<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Charles Renie	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: charlie.renie@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED American Structurepoint, Inc. 9025 River Road Suite #200 Indianapolis, IN 46240	INSURER A: Valley Forge Insurance Company	NAIC # 20508
	INSURER B: The Continental Insurance Company	35289
	INSURER C: National Fire Insurance Co of Hartford	20478
	INSURER D: Travelers Casualty & Surety Co America	31194
	INSURER E: American Casualty Co of Reading, PA	20427
	INSURER F:	

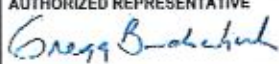
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	6050367892	11/01/2022	11/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	6050364572	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	6050364555	11/01/2022	11/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	6050364569	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			107806802	05/29/2023	05/29/2024	\$5,000,000 Per Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Anyone person or organization, as required by written contract or agreement requiring insurance, is included as additional insured with respect to the General Liability and Automobile Liability policies. Coverage on the General Liability and Automobile policies is primary and non-contributory where required by written contract or agreement. A waiver of subrogation in favor of any person or organization, signed prior to a loss, as required by written contract or agreement requiring insurance, applies with respect (See Attached Descriptions)

CERTIFICATE HOLDER  City of Elkhart 229 South Second Street Elkhart, IN 46516-0000	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## DESCRIPTIONS (Continued from Page 1)

to the General Liability, Automobile Liability and Employers Liability policies.  
Umbrella is follow form.

Where required by contract or agreement requiring insurance, the certificate holder is included as  
additional insured with respects to the General Liability policy.

Item 0

RESOLUTION NO. 23-R-073

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROPRIATING ADDITIONAL FUNDING FOR HOMEOWNER OCCUPIED REHAB PROGRAM

Whereas, The Commission previously established the Homeowner Occupied Rehabilitation Grant Program (the "Program") to provide financial assistance for residential repairs to homeowners who meet certain income guidelines for residential properties within the City; and

Whereas, certain projects approved under the Program have gone over budget, and additional funds are needed to complete the projects; and

Whereas, the Commission desires to appropriate additional funds to complete projects approved under the Program; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants to approve and provide the additional funding.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission appropriates the not-to-exceed sum of \$30,000.00 from Special Account 294 to cover the cost of the Program, with any unused funds to be returned to the appropriate account.
2. 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 12<sup>TH</sup> DAY OF SEPTEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

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

ATTEST:

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



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

the firm@warrickandboyn.com

www.warrickandboyn.com

Taxpayer I.D. 35-1036189

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

Page: 1  
 August 31, 2023  
 Account No: 26399-000M  
 Statement No: 178524

Attn: Sherry Weber

Re: General Services

*Payments received after 08/31/2023 are not included on this statement.*

Previous Balance \$37,947.92

Fees

		Hours	
08/01/2023	CTP Review and revise Declaratory Resolution re: DOWNTOWN AREA 4	0.80	238.00
	GDB Review e-mail. Conference re: potential Barnes & Thornburg conflict. Respond to Mike re: Friday. Teleconf with Developer re: EOZ/ZONE 1	0.40	127.50
	GDB Review Settlement Statement and closing documents. E-mail Sandy and Alex to sign re: LA CASA/209 N. 2ND	0.50	159.38
	GDB Review excavator quote. Draft and send Resolution for packet appropriating funds for SWPPP work and e-mail Adam re: Change Order from contractor re: 1101 E. BEARDSLEY	0.70	223.13
	GDB E-mail Mike and Adam re: need to set date for serving TIS and Public Notice for public meeting re: PARKWAY @ 17	0.20	63.75
	GDB E-mail Mike and Adam re: need to finalize TIS and publish Notice to October to confirm TIF re: WEST 78	0.20	63.75
	GDB Review revised amendment to Declaratory Resolution re: EOZ CARVE-OUT	0.40	127.50
	GDB Review agreement and consider terms to include in Amendment No. 1. Outline additional issues re: EOZ DEVELOPMENT AGREEMENT	0.70	223.13
08/02/2023	GDB E-mail re: document correction. Review changes. Finalize and deliver same re: LA CASA/209 N. 2ND	1.00	318.75
	GDB Review memorandum and Roberts' proposal. Draft Resolution and e-mail for packet re: 1701 STERLING	0.70	223.13
08/03/2023	CTP Review settlement agreements. Telephone call		

Re: General Services

		Hours	
	with M. Nelson re: same re: 1101 BEARDSLEY	0.60	178.50
GDB	E-mail M. Nelson re: status of final settlement agreements and whether ready to approve in August re: NLG/1101 E. BEARDSLEY	0.20	63.75
GDB	Draft follow-up for August Agenda. Review and finalize Resolutions for the meeting	1.00	318.75
GDB	Review original Development Agreement. Prepare for teleconf with Developer re: EOZ	0.80	255.00
08/04/2023	CTP Attend Pre-Agenda meeting -- 1.5 hrs. 'spread' to other CTP time, per GDB		
	GDB Attend Pre-Agenda meeting	1.00	318.75
	GDB Conference with Mike re: amendment of Development Agreement re: EOZ ZONE 1	0.30	95.63
	GDB Prepare Resolution exhibits re: approving settlements. Review terms re: NLG/1101 E. BEARDSLEY	0.60	191.25
	GDB Review and revise documents for Homeowner Assistance Program. E-mails with Mary. Review information on the program re: CDBG	1.00	318.75
	GDB Respond to Brad re: when to record NSP lien re: LA CASA/209 N. 2ND	0.30	95.63
08/07/2023	GDB Review e-mail re: request. E-mail re: need for project proposal - initial draft of Resolution re: DOWNTOWN AFTER DARK	0.50	159.38
	GDB Review 2019 Resolution appropriating funds for VRP work of Ice Miller and e-mail Sherry and Adam re: balance remaining re: ICE MILLER/G & W VRP	0.40	127.50
	GDB Review Brad H.'s response re: recording City's NSP lien before bank closing re: LA CASA/209 N. 2ND	0.20	63.75
	GDB Review drafts of program documents and review guidelines and lien provisions. E-mail Mary re: questions on program details re: HOME BUYERS' ASSISTANCE GRANTS	1.30	414.38
	GDB Review deed to clarify City-owned parking lot on Lots 3 and 4. Update Mike and Adam re: same. Locate and review Plat copy re: EOZ/CARVE-OUT/AGREEMENT	1.00	318.75
	GDB Review Status Report re: ICE/LA HOUR	0.20	63.75
	GDB Review Status Report re: ICE/G & W	0.10	31.88
08/08/2023	CTP Attend Aurora Capital and Redevelopment Commission meetings.	1.80	535.50
	GDB Review Change Order re: 1101 E. BEARDSLEY	0.20	63.75
	GDB Prepare for meeting. Review Resolutions	0.40	127.50
	GDB Review update from Mary and respond. Revise Lien Agreement re: LA CASA HOMEBUYER PROGRAM	0.60	191.25
	GDB Review Offer of Judgment re: ICE/G & W	0.30	95.63
	GDB E-mail Public Notice to Elkhart Truth re: transfer of real estate to LaCasa re: 511 DIVISION	0.30	95.63
	GDB Attend meeting re: AURORA	0.30	95.63



Re: General Services

			Hours	
	GDB	Attend August Commission meeting	1.30	414.38
08/09/2023	CTP	Review proposal. Research residential TIF requirements re: EOZ ZONE 1	2.70	803.25
	GDB	Scan and e-mail signed agreement to parties. Conference re: recording Assumption Agreement re: LEX/MAIN	0.40	127.50
	GDB	Review and respond re: Residential TIF for Zone 1 re: EOZ/ZONE 1	0.30	95.63
	GDB	E-mail M. Nelson re: approval of settlements re: NLG/1101 E. BEARDSLEY	0.20	63.75
	GDB	Review County/City Joint Resolution and form of Deed for transfer of three parcels to Redevelopment. E-mail Adam for information re: INDIANA AVENUE/YORK STREET	0.40	127.50
	MRY	Calculate recording fees	0.30	45.00
08/10/2023	CTP	Review cost summary. Email M. Huber re: CONCORD MALL	0.50	148.75
	CTP	Telephone call with S. Cruz re: AURORA/PJ LIMES LOAN	0.60	178.50
	MRY	Letter to Elkhart County Recorder re: LEX/MAIN	0.30	45.00
	GDB	Respond to Mike to hire Barnes & Thornburg to help evaluate funding mechanisms for various projects re: DOWNTOWN TIF	0.30	95.63
	GDB	Review e-mails re: plan for development and funding through TIF. Research EUEA Investment Credits re: EOZ	1.70	541.88
	GDB	Revise Joint Resolution with City to receive real estate deed and e-mail red-lined revisions to Craig Buche and Adam re: INDIANA AVENUE/YORK STREET	0.60	191.25
08/11/2023	CTP	Review correspondence from B. Huber re: ICE MILLER/G&W	0.40	119.00
	GDB	Review B. Huber's e-mail re: Offer of Judgment. Forward to client. Conference re: same. Review and respond to M. Huber's e-mail re: ICE MILLER/G & W	1.00	318.75
	GDB	E-mails with M. Huber re: meeting to discuss TIF pledge, Carve-Out and phasing re: EOZ ZONE 1	0.30	95.63
	GDB	Review e-mails re: Lake City Bank reports and bank account for deposits re: AURORA	0.30	95.63
	GDB	E-mails with Adam re: property from County in Sterling East re: INDIANA AVENUE/YORK STREET	0.60	191.25
08/14/2023	CTP	Telephone call with M. Huber. Research process re: RESIDENTIAL TIF	0.80	238.00
	CTP	Review and conference re: Offer of Judgment re: ICE MILLER/G&W	0.60	178.50
08/15/2023	GDB	Review Planning Commission's signed Resolution re: PARKWAY @ 17	0.20	63.75
	GDB	Review e-mails re: Offer of Judgment. E-mail		

Re: General Services

			Hours	
		client to confirm - will reject offer. Review cases. Teleconf with B. Huber re: status of City's position and change order from EFI re: ICE MILLER/G & W	1.30	414.38
GDB		Review VRP contracts with EFI re: Change Order for oversight of Developer's on-site testing. E-mail B. Huber to reject Offer of Judgment re: ICE MILLER/G & W	0.70	223.13
GDB		Teleconf with Adam and e-mail C. Buche re: Joint Resolution to Convey Real Estate re: INDIANA AVENUE/YORK STREET	0.30	95.63
GDB		Review draft of amendments. Prepare for team meeting re: EOZ ZONE 1	0.70	223.13
08/16/2023	CTP	Video call with M. Huber re: plans re: EOZ ZONE 1	1.30	386.75
	CTP	Review Economic Development Agreement re: 500 S. MAIN	0.50	148.75
	CTP	Email J. Kearns re: loan. Conference re: same re: AURORA/PJ Limes LOAN	0.60	178.50
	GDB	Zoom meeting with Mike H. re: potential terms of amendment to Development Agreement, and prepare for meeting re: EOZ ZONE 1	1.30	414.38
	GDB	Conference with Mike H. re: potential Carve-Out for future development around Courts Building and multi-family units re: DOWNTOWN TIF	0.30	95.63
	GDB	Conference and e-mail with Mike re: provision to not authorize new hotel on plaza for five years re: HOTEL ELKHART/AMPHITHEATER	0.20	63.75
	GDB	Review Resolution and TIF statutes. E-mail Mike and Adam re: issues to clarify with bond counsel re: EOZ ZONE 1	1.30	414.38
	GDB	Conference re: status of demand - son's contact and need to provide update and options to Board re: AURORA re: PJ LIMES	0.30	95.63
	GDB	Review Mike's e-mail and revise draft of Addendum 1 to Development Agreement re: ZONE 1 - EOZ	2.00	637.50
08/17/2023	CTP	Review Development Agreement Amendment re: EOZ ZONE 1	0.50	148.75
	GDB	Review updated Construction Schedule. Draft Addendum 1 and organization exhibits re: EOZ ZONE 1	2.60	828.75
	GDB	Zoom call with R. Rompola, Baker Tilly and Mike re: TIF needs and upcoming projects re: DOWNTOWN TIF	0.50	159.38
	GDB	Review response to Offer of Judgment. Review update on Roux Report re: Plume re: ICE MILLER/G & W	0.50	159.38
08/21/2023	GDB	Locate Notary Commission number. Fill in on Assumption form and arrange to re-present to Recorder re: LEX/MAIN	0.40	127.50

Re: General Services

		Hours	
	GDB Research and e-mail Mike and Adam re: no need to offer parking lot in order to transfer to EOZ. Research issue of BPW and Park Strips of real estate needed for Phase 3 re: EOZ ZONE 1	1.30	414.38
	GDB Review Tony's comments to Amendment No. 1. Revise and re-send re: EOZ ZONE 1	0.80	255.00
08/22/2023	GDB Revise and e-mail Amendment 1 re: snow/ice removal re: EOZ ZONE 1	0.30	95.63
	GDB Respond to Adam re: issue of easements to do the improvements re: RAILROAD IMPROVEMENTS	0.30	95.63
08/23/2023	GDB Draft Resolution approving Amendment 1 to Development Agreement and send for packet re: EOZ ZONE 1	0.60	191.25
	GDB Review B. Huber's e-mail re: mediation strategy and A. Mack's Monte Carlo analysis. Respond re: additional questions re: ICE MILLER/G & W	2.00	637.50
	GDB Review Adam's e-mail to Tony re: need for details on project re: RAILROAD IMPROVEMENTS	0.20	63.75
	GDB Review e-mails re: depository account for City's loan payments re: AURORA/LAKE CITY BANK	0.10	31.88
08/24/2023	GDB Review e-mails and Program forms previously revised. E-mails to Mary re: Program details re: HOUSING REHABILITATION	2.00	637.50
08/25/2023	GDB Review updates from Mary on general parameters and Resolutions needed and first approved project. Revise Resolution. Draft Resolution and e-mail to Mary re: LA CASA HOME OWNERSHIP	2.00	637.50
08/28/2023	GDB Draft Resolution to pay Veritext deposition bill for expert witness' testimony re: ICE MILLER/LA BOUR PUMP	0.50	159.38
08/29/2023	GDB Update Resolution approving forms. Draft Acknowledgment re: grant funds. Revise Resolution. E-mail to Sherry and Mary. Respond to Mary re: whether title company will want grant funds at closing re: LA CASA HOME BUYER	1.00	318.75
	GDB Print Joint Resolution for packet and meeting. E-mail C. Buche re: date County adopted Resolution re: YORK/INDIANA AVENUE	0.40	127.50
	GDB Review Baker Tilly's request for copies in re: Tax Impact Statement. Finalize Public Notice and e-mails to Baker Tilly with copies and to B. Huber and Sherry. Revise Confirming Resolution and filing letters. Update calendar to complete process re: WEST 78 CORRIDOR	1.30	414.38
	GDB E-mails to Mike Huber re: timetable, Council Resolution status and Public Notice. Revise		

Re: General Services

		Hours	
	Public Notice. E-mail Declaratory and Plan to Baker Tilly. Request update on Council Resolution re: PARKWAY AT 17	1.00	318.75
08/30/2023	CTP Review correspondence from D. Weaver re: EOZ RIVER DISTRICT	0.30	89.25
	GDB Review e-mail with D. Weaver and e-mail Mike re: meeting on Amendment #1 re: EOZ ZONE 1	0.40	127.50
	GDB Update Baker Tilly on Council Resolution status. Update the Public Notice form and Confirming Resolution. Revise timetable re: PARKWAY @ 17	0.60	191.25
	GDB Review September Agenda. Respond with changes/deletions and status report on items. Draft and send follow-up memorandum	1.00	318.75
	GDB E-mail Adam re: need to respond to Brent re: mediation strategy re: ICE MILLER/G & W	0.50	159.38
	GDB Respond to Mary re: signature for lien document re: 1635 HURON	0.20	63.75
08/31/2023	GDB Review Public Notice copy from Elkhart Truth and publication date. Finalize timetable and Confirming Resolution re: WEST 78 CORRIDOR	0.50	159.38
	GDB Teleconf with M. Huber re: September Resolution approving \$2m in appropriation for LPIs. Conference re: same re: CONCORD MALL	0.30	95.63
	GDB Teleconf with M. Huber re: need for Development Agreement and bond counsel re: PARKWAY @ 17	0.30	95.63
	GDB Conference re: Agenda items - public meetings re: PARKWAY @ 17 and WEST 78 CORRIDOR	0.40	127.50
	GDB Teleconf with Mike and D. Weaver re: Amendment #1. Revise draft and e-mail to all. Conference re: TIF on first two buildings' issues re: EOZ ZONE 1	2.30	733.13
	CTP Call with D. Weaver, M. Huber re: Development Agreement. Research effect of abatement. Email M. Huber re: abatement re: EOZ ZONE 1	3.60	1,071.00
	GDB Review Adam's instructions re: parameters for mediation re: ICE MILLER/G & W	0.10	31.88
	GDB Conference re: issues pertaining to TIF creation from Building 1, and whether to leave in Area 1 and net-bases assessed value re: EOZ ZONE 1	0.70	223.13
	GDB Draft Resolution appropriating \$2m for LIP's and send for review and packet re: CONCORD MALL	0.50	159.38
	GDB Review CTP's e-mail re: TIF projections factoring in the abatement, and respond re: EOZ ZONE 1	0.30	95.63
	For Current Services Rendered	73.90	23,123.09

Expenses

08/30/2023 Payment to Elkhart Truth re: publication of Notice

Re: General Services

of Public Meeting re: ALLEY @ 511 DIVISION 34.92  
 Total Expenses 34.92

Advances

08/10/2023	Recording fee paid to Elkhart County Recorder re: Assumption of Loan and Mortgage re: LEX/MAIN	25.00
08/16/2023	Online legal research - July services as follows: \$137.65/YORK ST.-IN AVE.; \$83.70/CDBG; \$80.42/535 W. LEXINGTON; \$17.87/CASSOPOLIS; \$119.89/DOWNTOWN	439.53
	Total Advances	464.53

**Total Current Work 23,622.54**

Payments

08/04/2023	Fee Payment - ACH payment	-12,424.97
08/04/2023	Advance Payment - ACH payment	-222.88
	Total Payments	-12,647.85
	Balance Due	<u>\$48,922.61</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>
	23,622.54	25,260.07	40.00	0.00	0.00	0.00

Please Remit \$48,922.61

City of Elkhart  
TIF Budget Summary  
As of July 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
<b>Beginning Cash</b>		<b>4,652,673.38</b>		-		-
<b>Revenues</b>						
Spring Property Taxes	-	1,683,912.51	178,813.69	178,813.69	704,388.95	704,388.95
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	29,224.56	72,963.50	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
<b>Total Revenue</b>	<b>29,224.56</b>	<b>1,756,876.01</b>	<b>178,813.69</b>	<b>178,813.69</b>	<b>704,388.95</b>	<b>704,388.95</b>
<b>Expenses</b>						
Personnel Services	6,771.46	27,863.17	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	5,602.30	51,518.92	-	-	-	-
Debt Service (Principle)	205,000.00	700,000.00	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	230,877.13	469,788.26	-	-	-	-
Admin & Trustee Fee	1,500.00	1,500.00	-	-	-	-
Brownfield Services	-	3,072.75	-	-	-	-
State Grant Expense	-	-	-	-	-	-
Other Services & Charges	8,064.75	242,126.34	-	-	-	-
Contract Services	1,905.00	283,508.00	-	-	-	-
Infrastructure	-	200,574.25	-	-	-	-
Transfers (Out)	-	-	178,813.69	178,813.69	704,388.95	704,388.95
<b>Total Expenses</b>	<b>459,720.64</b>	<b>1,979,951.69</b>	<b>178,813.69</b>	<b>178,813.69</b>	<b>704,388.95</b>	<b>704,388.95</b>
<b>Ending Cash</b>		<b>4,429,597.70</b>		-		-
Less: Encumbrances		109,691.00		-		-
Estimated Ending Cash		4,319,906.70		-		-

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

	4448 - Aeroplex		4449 - Sterling		4450 - Casopolis	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
<b>Beginning Cash</b>		<b>1,407,076.75</b>		-		<b>12,412,196.31</b>
<b>Revenues</b>						
Spring Property Taxes	242,634.60	242,634.60	187,693.81	187,693.81	1,870,718.32	1,870,718.32
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
<b>Total Revenue</b>	<b>242,634.60</b>	<b>242,634.60</b>	<b>187,693.81</b>	<b>187,693.81</b>	<b>1,870,718.32</b>	<b>1,870,718.32</b>
<b>Expenses</b>						
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	958.38	1,655.03	-	-	669.39	320,120.73
Contract Services	-	-	-	-	-	-
Infrastructure	-	-	-	-	-	-
Transfers (Out)	-	-	187,693.81	187,693.81	-	866,556.07
<b>Total Expenses</b>	<b>958.38</b>	<b>1,655.03</b>	<b>187,693.81</b>	<b>187,693.81</b>	<b>669.39</b>	<b>1,186,676.80</b>
<b>Ending Cash</b>		<b>1,648,056.32</b>		-		<b>13,096,237.83</b>
Less: Encumbrances		3,200.00		-		1,726,713.40
Estimated Ending Cash		<b>1,644,856.32</b>		-		<b>11,369,524.43</b>

City of Elkhart  
TIF Budget Summary  
As of July 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
<b>Beginning Cash</b>		<b>996,801.90</b>		-		<b>6,791,100.64</b>
<b>Revenues</b>						
Spring Property Taxes	143,190.15	143,190.15	190,702.06	190,702.06	16,545.70	16,545.70
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	500.00
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	1,261,598.51	1,261,598.51
<b>Total Revenue</b>	<b>143,190.15</b>	<b>143,190.15</b>	<b>190,702.06</b>	<b>190,702.06</b>	<b>1,278,144.21</b>	<b>1,278,644.21</b>
<b>Expenses</b>						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	8,478.00
Debt Service (Principle)	-	-	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	-	-	-	-	-	-
State Grant Expense	-	-	-	-	-	193,966.96
Other Services & Charges	223.13	3,615.05	-	-	9,477.47	325,662.24
Contract Services	200.00	400.00	-	-	875.00	318,878.06
Infrastructure	-	-	-	-	-	-
Transfers (Out)	-	-	190,702.06	190,702.06	-	-
<b>Total Expenses</b>	<b>423.13</b>	<b>4,015.05</b>	<b>190,702.06</b>	<b>190,702.06</b>	<b>10,352.47</b>	<b>846,985.26</b>
<b>Ending Cash</b>		<b>1,135,977.00</b>		-		<b>7,222,759.59</b>
Less: Encumbrances		137,087.60		-		1,565,464.68
Estimated Ending Cash		998,889.40		-		5,657,294.91



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

	4692 - Downtown Capital		2552 - Redevelopment	
	Current Month	Year to Date	Current Month	Year to Date
<b>Beginning Cash</b>		<b>68,478.32</b>		-
<b>Revenues</b>				
Spring Property Taxes	-	-	-	-
Fall Property Taxes	-	-	-	-
State Grants	-	-	-	-
Miscellaneous	-	-	-	-
Rent Income	-	-	-	-
Sale of Property	-	-	11.00	44,068.50
Transfers (In)	-	-	-	-
<b>Total Revenue</b>	-	-	11.00	44,068.50
<b>Expenses</b>				
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	-	-	-	440.88
Contract Services	-	-	-	-
Infrastructure	-	-	-	-
Transfers (Out)	-	-	-	-
<b>Total Expenses</b>	-	-	-	440.88
<b>Ending Cash</b>		<b>68,478.32</b>		<b>43,627.62</b>
Less: Encumbrances		39,451.72		-
Estimated Ending Cash		29,026.60		43,627.62