



**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING  
MUNICIPAL BUILDING (2<sup>ND</sup> FLOOR), COUNCIL CHAMBERS  
TUESDAY, MARCH 12, 2024 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=m3c33d3cac7a415ac450c0be56ba10c6c>

enter **2304 534 1398** as the event number and RDC3 as the event password.

To join by phone, call 1-415-655-0001, enter **2304 534 1398##**

*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

- February 13, 2024 Regular Meeting Minutes
- February 21, 2024 Executive Session Summary
- February 27, 2024 Special Meeting Minutes

3. New Business

a) Open Bid – Woodland Crossing Master Developer and Real Estate Offer

b) RFP for 1000 Block South Main Street Properties

- Approve RFP for 1000 block of South Main Street properties, authorize its issuance and offering of real estate for sale.

c) Redevelopment Encumbrances from 2023 Budget to 2024 Fund Summary

- d) Conn Overage - Metric Environmental Invoice
  - Approve change order for Metric Environmental, LLC remediation work plan services at 1101 Beardsley Avenue and approve the Metric Invoice #08005 for \$2,157.34 and appropriate \$2,157.34 from Brownfield Account Special Fund.
- e) Concord Mall Parking Lot Lease
  - Approve addendum to loan, development agreement and lease agreement for Concord Mall parking lot and appropriate \$2,000,000 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund
- f) Prairie Street Appraisal
  - Authorize appraisals for 1000 block of South Main Street and appropriate \$1,500 from Downtown Tax Allocation Area No. 1 Special Fund.
- g) Parkway at 17 Project
  - Pledge certain tax increment revenues to the payment of certain taxable economic development revenue bonds for the City of Elkhart for the Parkway at 17 Project
- h) Appraisals Appropriation
  - Approve employment of independent appraisers to provide appraisals and appropriate \$3,000 from Downtown Tax Allocation Area No. 1

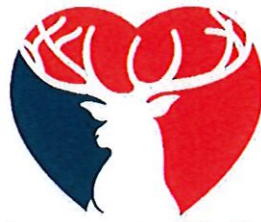
4. Staff Updates

5. Other Business

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

9. Public Comment

10. Adjournment



City of Elkhart  
*Redevelopment Commission*

REGULAR MEETING  
ELKHART REDEVELOPMENT COMMISSION  
LOCATION: CITY HALL, 2<sup>ND</sup>. FLOOR, COUNCIL CHAMBERS  
Tuesday, February 13, 2024  
4:00 p.m.

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**PRESENT:** Dina Harris, Gerry Roberts, Wes Steffen, Alex Holtz, Gary Boyn, Adam Fann, Mike Huber, Sherry Weber (Recording Secretary), Corrine Straight, Drew Wynes, Mary Kaczka, Lewis Anne Deputy, Bob Deputy, Dave Osborne

**PRESENT BY WEBEX:** Chris Pottratz, Sandi Schreiber, Corrine Straight, Erin Koons, Jamie Arce, Kevin Bullard, Lori Harris, ML, T, Jack

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**CALL TO ORDER**

This meeting was held in-person, telephonically, and virtually through WEBEX. The meeting was called to order at 4:02 p.m. by Mr. Steffen, Vice-President.

**AMENDMENT OF FEBRUARY 13, 2024 AGENDA**

Mr. Steffen asked for a motion to amend the February 13, 2024 Agenda. Moved by Mr. Roberts. Seconded by Ms. Harris. Roll call vote. All in favor, motion approved.

**APPROVAL OF JANUARY 9, 2024 REGULAR MEETING MINUTES**

Ms. Schreiber asked for a motion to approve the January 9, 2024 Regular Meeting Minutes. Moved by Mr. Roberts. Seconded by Ms. Harris. Roll call vote, all in favor. Minutes approved.

**NEW BUSINES**

**A. OPENING OF BIDS**

No bids were submitted

**B. 824 REN STREET**

Mr. Adam Fann addressed the commission and answered their questions. Mr. Steffen asked for a motion to approve the contract with Environmental Restrictive Covenant (ERC) to perform environmental testing services at 824 Ren Street and appropriating \$35,299.05 from Consolidated South Elkhart Economic Development/Redevelopment Tax Allocation Area Special Fund. Moved by Ms. Harris. Seconded by Mr. Roberts. Roll call vote. All in favor, motion approved.



#### C. 117 FREIGHT STREET AND 214 ST JOSEPH STREET PURCHASE AGREEMENT

Mr. Mike Huber addressed the commission and answered their questions. Mr. Steffen asked for a motion to approve the purchase agreement for 117 Freight Street. Moved by Ms. Harris. Seconded by Mr. Roberts. Kevin Bullard, Lewis Anne Deputy, Dave Osborne, Mike Huber and Sandi Schreiber all made comments about this item. Roll call vote. All in favor, motion approved.

#### D. PROPERTY APPRAISALS FOR FRANKLIN AND 4<sup>TH</sup> STREET PROPERTY

Mr. Adam Fann addressed the commission and answered their questions. Mr. Steffen asked for a motion to approve employment of Iverson Grove and Steve Sante, independent appraisers, to provide fair market value appraisals for Franklin and 4<sup>th</sup> Street property and appropriate \$1,800 from Downtown Allocation Area No. 1 Special Fund. Moved by Mr. Roberts. Seconded by Ms. Harris. Roll call vote. All in favor, motion approved

#### E. ESTABLISH OPERATING ACCOUNT AND SECURITY DEPOSIT ACCOUNT FOR WOODLAND CROSSING

Ms. Mary Kaczka addressed the commission and answered their questions. Mr. Steffen asked for a motion to establish certain operating procedures for lots 1, 2, 5, and 6 in Woodland Crossing. Moved by Mr. Roberts. Seconded by Ms. Harris. Roll call vote. All in favor, motion approved.

#### F. CDBG YWCA AMENDED AGREEMENT

Ms. Mary Kaczka addressed the commission and answered their questions. Mr. Steffen asked for a motion to approve the amendment to the CDBG sub-recipient agreement for the YWCA. Moved by Ms. Harris. Seconded by Mr. Roberts. Roll call vote. All in favor, motion approved.

#### G. WOODLAND CROSSING RFP

Mr. Mike Huber addressed the commission and answered their questions. Mr. Steffen asked for a motion to approve the request for proposals for Master Developer for the Woodland Crossing Shopping Center and authorizing its issuance. Moved by Ms. Harris. Seconded by Mr. Roberts. Roll call vote. All in favor, motion approved.

#### H. BOARD OF WORKS CENTRAL PARK OVERSIGHT

Mr. Adam Fann addressed the commission and answered their questions. Mr. Steffen asked for a motion to authorize the Board of Public Works to continue to lease out and manage the site pending final determination of the proposed amphitheater project. Moved by Mr. Roberts. Seconded by Ms. Harris. Roll call vote. All in favor, motion approved.

#### STAFF UPDATES

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

- SR19 – moving along INDOT safety meeting scheduled just to make sure everything is all right.
- 1000 block of South Main – Demolition continues
- Roundhouse – Waiting on contractor that IDEM hired to put together a cost estimate for removal of asbestos found on site.



- 1101 Beardsley – We do have a signed PSA and proof of insurance. They are currently going through the IFA documents and signing those in a week or so. We should be able to have a contract to start the remediation process.
- New kiosk on main Street and Marion is installed and operational.
- 1918 Markel – Working with Milmark on closing. Public Works has asked Milmark to do a bit of work with their on-site storm water retention.

#### OTHER BUSINESS

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for \$43,517.72. Mr. Steffen asked for a motion to approve the Warrick and Boyn invoice in the sum of \$43,517.72. Moved by Mr. Roberts. Seconded by Ms. Harris. Roll call vote. All in favor, invoice approved.

The commissioners have the current TIF Reports for December 2023.

#### PUBLIC COMMENT

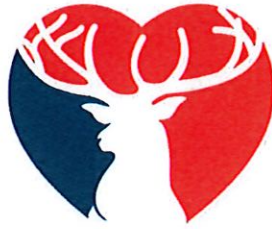
No one from the public was there at address the Commission.

#### ADJOURNMENT

There being no further discussion, Mr. Steffen asked for a motion to adjourn the meeting. It was moved by Ms. Harris. Seconded by Mr. Roberts. Roll call vote. All in favor, motion approved. The meeting adjourned at 4:42 p.m. Next meeting is on Tuesday, March 12, 2024 at 4:00 p.m. in Council Chambers.

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Wes Steffen, Vice-President



**City of Elkhart**  
*Redevelopment Commission*

Elkhart Redevelopment Commission  
Pre-Agenda Meeting Summary  
For February 9, 2024

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**PRESENT:** Dina Harris, Wes Steffen, Gary Boyn, Mike Huber, Adam Fann,  
Jacob Wolgamood, Sherry Weber, Mary Kaczka, Corrine Straight  
and Drew Wynes.

**PRESENT BY WEBEX:** Chris Pottratz, Sandi Schreiber and Gerry Roberts

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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 February 9, 2024.





# City of Elkhart

*Redevelopment Commission*

Elkhart Redevelopment Commission  
Executive Session Meeting Summary  
For February 21, 2024

City of Elkhart Council Chambers

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PRESENT:

Dina Harris	Mike Huber	John Espar	Rex Martin
Wes Steffen	Corinne Straight	Jamie Arce	Tom Housand
Gerry Roberts	Mayor Roberson	Bradley Tracy	Mike Cera
Sandi Schreiber	Adam Fann	Stephanie Krol	Kris Seymore
Alex Holtz	Jacob Wolgamood	Lori Harris	Tom Niezer
Chris Pottratz	Sherry Weber	Randy Brown	

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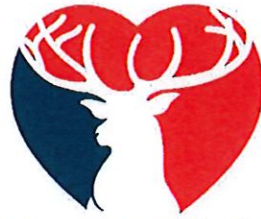
Commenced: 4:04 pm

Adjourned: 5:23 pm

The purpose for said meeting was for a discussion of a real property transaction and commercial prospects, pursuant to Indiana Code Section 5-14-1.5-6.1 (b)(2) and (4). Pursuant to these statutes, this meeting will be held in Executive Session (closed to the public). No votes were taken.

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Sandra Schreiber, President



City of Elkhart  
*Redevelopment Commission*

SPECIAL MEETING  
ELKHART REDEVELOPMENT COMMISSION  
LOCATION: CITY HALL, 2<sup>ND</sup>. FLOOR, COUNCIL CHAMBERS  
Tuesday, February 27, 2024  
4:30 p.m.

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**PRESENT:** Sandi Schreiber, Willie L. Brown, Dina Harris, Wes Steffen, Dorisanne Nielsen, Gary Boyn, Mike Huber, Adam Fann, Jacob Wolgamood, Sherry Weber (Recording Secretary), Corinne Straight, Drew Wynes, Mary Kaczka, Alex Holtz, Arvis Dawson, Brent Curry, Tonda Hines, LaTonya King, Jamison Czarnecki, Nakeisha Alayna Alexis, Dave Weaver, Lewis Anne Deputy, Bob Deputy, Levon Johnson, Rex Martin, Lori Harris, Mike Ciera, Jason Moreno

**PRESENT BY WEBEX:** Chris Pottratz, Gerry Roberts, Jamie Arce, Mayor Roberson, WSBT 22, Guest, #, db

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**CALL TO ORDER**

This meeting was held in-person, telephonically, and virtually through WEBEX. The meeting was called to order at 4:31 p.m. by Mr. Steffen, Vice-President.

**AMENDMENT OF FEBRUARY 13, 2024 AGENDA**

Mrs. Schreiber asked for a motion to amend the February 27, 2024 Agenda by removing item f – Amphitheater Development Agreement. Moved by Mr. Brown. Seconded by Mr. Steffen. Roll call vote. All in favor, motion approved.

**NEW BUSINESS**

**A. ICE MILLER FEE PROPOSAL**

Mr. Mike Huber addressed the commission and answered their questions. Mrs. Schreiber asked for a motion to approve the employment of Ice Miller to provide services regarding LaBour Pump and G&W VRP closure and appropriating \$41,000 from Consolidated South Elkhart Economic Development/Redevelopment Tax Allocation Area Special Fund (\$25,000 for G&W services and \$16,000 for LaBour Pump services). Moved by Ms. Harris. Seconded by Mr. Steffen. Roll call vote. All in favor, motion approved.



#### B. 515 HUG STREET USE AGREEMENT

Mr. Adam Fann addressed the commission and answered their questions. Mrs. Schreiber asked for a motion to approve the M.I.B.C.O., Inc. access agreement. Moved by Mr. Steffen. Seconded by Ms. Harris. Roll call vote. All in favor, motion approved.

#### C. CONCORD MALL PARKING LOT LEASE

Mr. Mike Huber addressed the commission and answered their questions. Mrs. Schreiber asked for a motion to authorize staff to submit a \$1.4 mil offer to lease the parking lot at Concord Mall. Moved by Mr. Steffen. Seconded by Ms. Harris. Roll call vote. All in favor, motion approved. Mr. Bob Deputy addressed the Commission asking if this is the original appropriation or and additional appropriation and is this a yearly lease or a onetime lease. Mr. Mike Huber let him know this is part of the original appropriation, we are not asking for additional resources. This is a one time, five year lease with two one year renewals which puts this incentive in line with the five year tax phase in benefit and the five year flexibility period for the loan.

#### D. CONCORD MALL

Mr. Mike Huber addressed the commission and answered their questions. Mrs. Schreiber asked for a motion to ratify and approve the employment of Iverson Grove and Steve Sante as independent appraisers to provide fair market rental appraisal for that real estate and appropriate \$,2000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. Moved by Mr. Steffen. Seconded by Ms. Harris. Roll call vote. All in favor, motion approved

#### E. WOODLAND CROSSING SERVICE CONTRACT AND 2024 CAM BUDGET

Ms. Mary Kaczka addressed the commission and answered their questions. Mr. Boyn clarified there are 5 new proposals to be approved by the Board.

- Shambaugh and Son for fire sprinkler inspection
- Advanced Security, Inc. for fire flow switch monitoring,
- Himco common area trash containers and collection,
- Tri-State Protection, Inc. for onsite global security patrol services
- Cressy Commercial Real Estate for property management services.

DS Ground Care contracts are existing and the proposal is to assume those existing contracts for landscaping, snow removal, salt treatment and sweeping services contracts.

Mrs. Schreiber asked for a motion to approve Woodland Crossing service contracts and 2024 Common Area Maintenance Budget. Moved by Ms. Harris. Seconded by Mr. Steffen. Roll call vote. All in favor, motion approved.

#### F. AMPHITHEATER DEVELOPMENT AGREEMENT

Removed from agenda.

#### PUBLIC COMMENT

Jason Moreno addressed the Commission regarding the Kelby Love mural. Jason asked to pause the demolition of the building which holds the mural so he can have conversations moving forward.

Nakeisha Alayna Alexis addressed the Commission regarding the Kelby Love mural asking the Commission to do everything they can to save the mural and leave no stone unturned.

ADJOURNMENT

There being no further discussion, Mrs. Schreiber asked for a motion to adjourn the meeting. It was moved by Ms. Harris. Seconded by Mr. Steffen. Roll call vote. Four in favor, one opposed, motion approved. The meeting adjourned at 5:04 p.m.

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Sandra Schreiber, President

DRAFT



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

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana will on the 12<sup>th</sup> day of March, 2024, at 4:00 p.m. (EST), at the Common Council Chambers in the Municipal Building, 229 South Second Street, Elkhart, Indiana, conduct a public meeting to open and consider written offers for the purchase of real estate in the City and County of Elkhart, State of Indiana, as follows:

Lots 1, 3, 5 and 6 in Woodland Crossing Shopping Center

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

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

The offering sheet, maps and plats are on file and Form for Submission of the bid is available at the Department of Planning and Development, Municipal Building, 229 S. Second Street, Elkhart, Indiana and available for inspection during normal office hours and copies thereof may be obtained on request.

The property is offered in conjunction with the issuance of a Request for Proposals for Master Developer services to prepare and advance a plan for new, vibrant mixed use of the Property including residential, commercial and retail uses pursuant to a Master Development Agreement to be negotiated.

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

REDEVELOPMENT COMMISSION  
CITY OF ELKHART, INDIANA

By: Sandra Schreiber,  
President

(TO ELKHART TRUTH: Publish 2 times, 1 week apart. - 2/22/24 and 2/29/24)

RESOLUTION NO. 24-R-015

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA APPROVING 1000 BLOCK RFP

Whereas, the Commission owns real estate in the 1000 Block of South Main Street (the "Real Estate") and desires to issue a Request for Proposals seeking a Purchaser/Developer of the parcels; and

Whereas, the Commission has reviewed the Request for Proposals attached hereto as (the "RFP") and finds the same appropriate and acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the RFP and authorizes its issuance.
2. The Commission approves the offering of the Real Estate for sale at the offering price of \$300,000.00.
3. The officers and staff of the Commission are hereby authorized to to publish notice of the offering of the Lots for sale and to do all acts they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE ON THE 12<sup>TH</sup> DAY OF MARCH 2024.

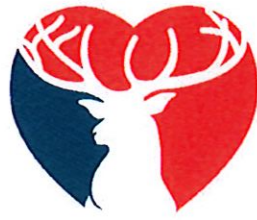
CITY OF ELKHART, INDIANA  
REDEVELOPMENT COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary





City of Elkhart  
*Community & Redevelopment*

## **Request for Proposals South Main - Mixed Use Development**

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March 1, 2024

Department of Redevelopment  
City of Elkhart, Indiana

The City of Elkhart invites proposals for the reimagining of the 1000 block of S Main St., a 1.25 acre shovel-ready site at the intersection of two highly-traveled streets leading into downtown, the River District, historic neighborhoods, and adjacent to other planned developments. A mixed-use vision is desired – providing new residential units and commercial spaces contributing to and benefitting from other private investments in the area. This development will be further supported by the city's commitment to a new pedestrian focused streetscape with wide sidewalks, trees, and lighting, as well as new public water and sewer utilities.

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## **1. INTRODUCTION**

The City of Elkhart Redevelopment Commission is soliciting proposals for the redevelopment of the 1000 block of South Main Street, a 1.25 acre space at the southwest corner of two crossing arterial streets, Prairie St. and Main St., which is a gateway into the downtown Elkhart area and a keystone property in the newly developed Benham Neighborhood Plan. This property is adjacent to St. Vincent De Paul church and school, historic residential neighborhoods, established and planned areas of commerce, and within walking distance to the new Tolson Center, museums, places of worship, and other future developments.

The purpose of this request for proposal (RFP) is to identify and partner with a qualified design-build organization. While the objective is to collaborate with a single organization to oversee the project from inception to completion, the Redevelopment Commission reserves the right to select multiple organizations, a team of organizations, or any combination it determines will result in the most effective implementation of the plan.

The City of Elkhart has invested \$400,000 in property acquisition and environmental remediation, and an additional \$250,000 in structure and foundation removal in order to provide a shovel-ready site for redevelopment. The City intends to invest up to \$10 million for a streetscape project along this portion of South Main St. which includes 8' wide sidewalks, curb extensions and mid-block crossings, decorative lighting, native trees, on-street parking, and water and sewer lines to enhance the attractiveness and functionality of the South Main corridor. Preliminary plans for these improvements are currently under review. Developers are encouraged to respond to this RFP with concepts that can be implemented without additional public sector investment.

## **2. PROPERTY/OFFERING**

The property consists of multiple parcels totaling approximately one and a quarter (1.25) acres. Proposals should be submitted for all of the parcels as a collective development.

The Redevelopment Commission is offering to sell the collective parcels for the following price: \$300,000.00

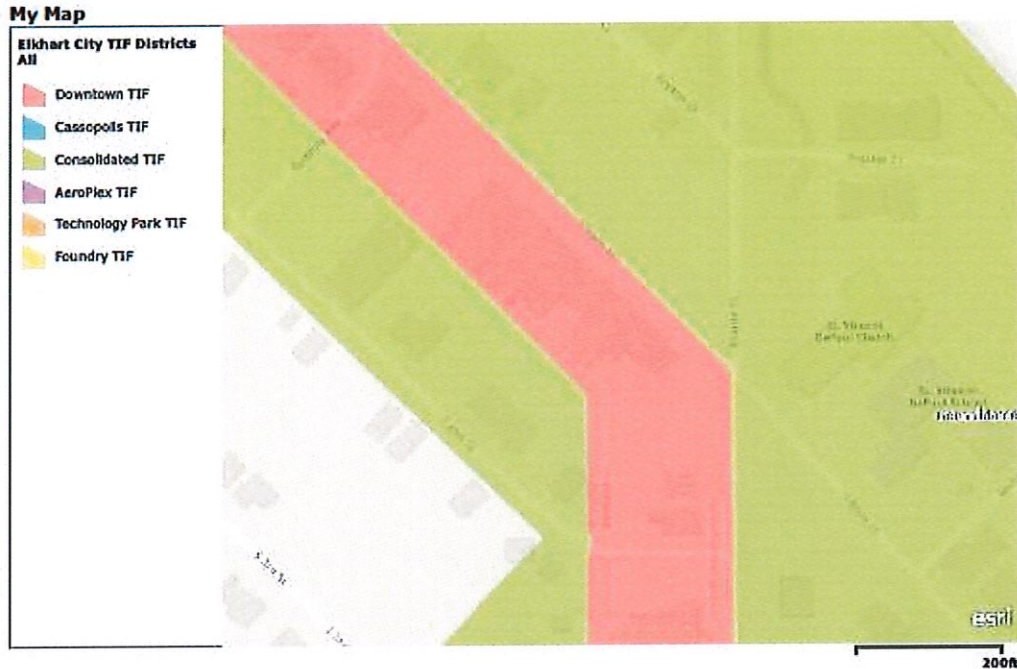
The property is currently zoned Central Business District. Permitted uses and development requirements can be found at the City of Elkhart website [www.elkhartindiana.org](http://www.elkhartindiana.org) and by selecting the Government drop-down menu, then Departments, Planning and Zoning and then selecting the Comprehensive Plan & Zoning Ordinance.

This property is located within Census Tract 26.



This property is within a CDBG Low to Moderate Income Area.

This property is within the Downtown TIF District. See map below.



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

### **3. OBJECTIVES**

The Redevelopment Commission prefers:

- A two to four story mixed-use development including street level retail, upper level residential, open-air spaces, and a prominent display of public art
- A proposal that will support and diversify the neighborhood economy by providing local conveniences as well as creating an attractive destination for the greater region
- A design incorporating a relationship between the neighborhood's historic elements while providing an inspiration for future improvements and growth
- Proposals that intentionally reference the new Benham Ave. Comprehensive Plan, excerpts are referenced below
- A program illustrating how the proposal may be completed and establish occupancy within the time period specified in the development agreement

While Benham Ave. is the physical and programmatic center of the neighborhood, S. Main is the preferred location for commercial and mixed-use development due to its proximity to downtown. Proposals should maintain a "main street" feel by incorporating a character and scale consistent with the existing historic main street building fabric.

The Kelby Love Mural is a critical part of the identity of the Benham Ave. neighborhood and must be part of the area's restoration and regeneration. A full scale recreation of the mural in a public plaza allowing residents to connect with the artwork and each other is of the utmost importance.





Image courtesy of University of Notre Dame School of Architecture *Dean's Charrette #6, Elkhart, IN Restoration, Regeneration & Reconnection of the Benham Neighborhood, 2024*



- Building Cornice**  
Decorative top of building, practical use to keep water away from the face of the building and transition from the materials used on the finish wall to the roof.
- Windows — Punched Openings**  
Fabric buildings typically have a simple wall plane with punched openings with double hung windows.
- Storefront Cornice with Signage**  
The storefront cornice divides the retail portion of the building and the residential or office upper floors as well as providing a place for store signage. If using an awning, attach it below the storefront cornice so signage remains visible. Also, if using an awning, specify a deep one, minimum 8".
- Shop Display Windows**  
Display windows come in all configurations, but will typically have a low panel for protection from foot traffic, a large display area, and transom windows above.
- Outdoor Seating**  
Storefronts scaled to people attract people. For restaurants, this presents the opportunity for outdoor dining and seating areas.

**FIGURE XX: Key Design Elements of Mixed-Use Fabric Buildings**

Fabric buildings work together to define the character of the public realm. The coordinated nature of these buildings relieves the pressure on each individual design to be the center of attention. Rather, the best fabric buildings are simple forms with great proportions. The details that matter most are the details you can touch and feel at the level of the storefront.

Image courtesy of University of Notre Dame School of Architecture *Dean's Charrette #6, Elkhart, IN Restoration, Regeneration & Reconnection of the Benham Neighborhood, 2024*



*PRECEDENT: Example of the scale and character for the new mixed-use buildings on S. Main Street.*



*PRECEDENT: Example of the scale and character for the new mixed-use buildings on S. Main Street.*

Image courtesy of University of Notre Dame School of Architecture *Dean's Charrette #6, Elkhart, IN Restoration, Regeneration & Reconnection of the Benham Neighborhood, 2024*



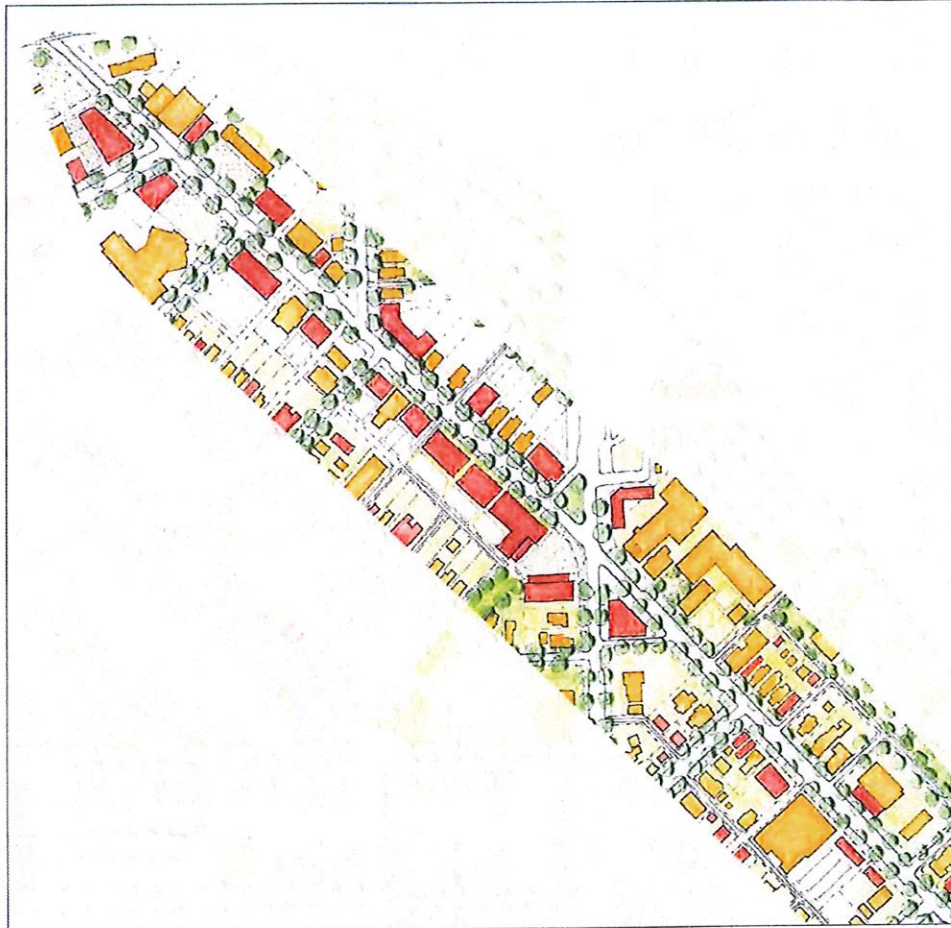


FIGURE XX: Masterplan Detail at S. Main Street

**Neighborhood Center**



FIGURE XX: Proposed Zoning Code Snapshot for S. Main Street

New buildings lining S. Main Street should be designed to fit within a Form-Based zoning code in coordination with a comprehensive zoning reform for the entire city.

The proposed zone for this corridor, with the working title Neighborhood Center, should be 2-4 stories with buildings set close to the sidewalk and parking at the rear.

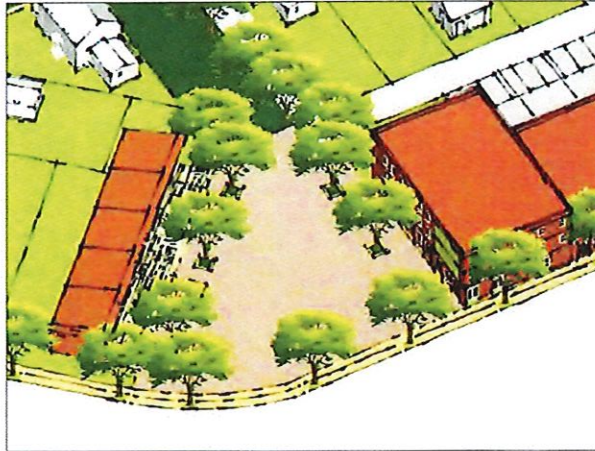
<b>Typical Lot Width</b>	Varies
<b>Attached or Detached Buildings</b>	Attached, closely spaced
<b>Building Height</b>	2 - 4 stories
<b>Building Placement</b>	Buildings set close to the sidewalk
<b>Frontage</b>	Shop fronts, stoops, dooryard or courtyards required
<b>Parking Placement</b>	At the rear
<b>Use Type</b>	Mixture of store front retail, professional offices, and multi-family residential mixed vertically or horizontally

Image courtesy of University of Notre Dame School of Architecture *Dean's Charrette #6, Elkhart, IN Restoration, Regeneration & Reconnection of the Benham Neighborhood, 2024*

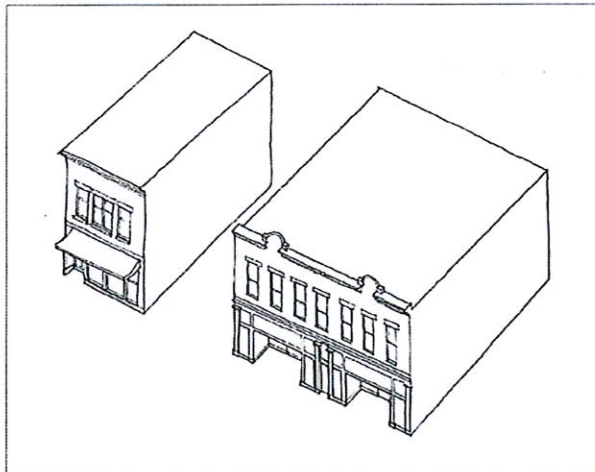




**FIGURE XX:S . Main Street Design Priority 1**  
 Recreate the Kelby Love mural printed from the high-resolution photograph. Make sure the paint is specified to ensure longevity of the art.



**FIGURE XX: S. Main Street Design Priority 2**  
 Create a new plaza at the intersection of S. Main Street and Prairie Street. Frame the plaza with buildings that provide activities that encourage community engagement such as an art gallery or coffee shop.



**FIGURE XX: S. Main Street Design Priority 3**  
 Design the character and scale of the buildings to have a 'main street' quality. See page 64 for photographs of precented building, page 65 for storefront design principles, and page 66 for a framework zoning code to enable these designs.

Image courtesy of University of Notre Dame School of Architecture *Dean's Charrette #6, Elkhart, IN Restoration, Regeneration & Reconnection of the Benham Neighborhood, 2024*

## 4. PROPOSAL

The proposal must be submitted to the City of Elkhart Redevelopment Commission no later than Tuesday, May 14, 2024 at 4:00 pm. The deadline may be extended at the discretion of the Redevelopment Commission.

All proposals must include the following information, ordered accordingly:

1. Cover Letter

Provide a cover letter on your company or organization's letterhead, indicating your interest in the project and certifying that the proposal is being made on behalf of the company, and that the signatory is an authorized representative.

2. Company Description

Provide a brief description of the company, history and organizational structure. Experience with similar projects should be included. Identify all team members with roles and responsibilities relevant to the proposed redevelopment project.

3. Project Scope

Please include all relevant information including:

- a. Property to be purchased and price offered. If offer is less than the offering price, please include a detailed explanation.
- b. Development vision and conceptual design plan. The conceptual design should be scaled and include site improvements for the entire project area.
- c. Proposed development details including, but not limited to:
  - i. Description of uses (commercial, residential, for sale or leasable space)
  - ii. Site plan for the project area including locations for parking, landscaping, public art and amenities, building locations, etc.
  - iii. Building elevations including proposed materials
  - iv. Number of buildings including number of floors and square footage for each building
- d. Business plan, including market study and leasing/sales strategy
- e. Comprehensive development pro forma
- f. Anticipated Development budget in excel format, which should include:
  - i. Itemized list of hard costs, soft costs and financing costs
  - ii. Detailed sources of funds
- g. Project schedule including the start and completion date, as well as timeline for design and construction and any phasing

## **5. EVIDENCE OF FINANCING CAPACITY**

Demonstrate the company's/organization's ability to finance the construction and complete the necessary site improvements. Developers will receive additional points during the evaluation if they demonstrate existing investment/lending commitments and relationships with local/regional lending institutions for the purpose of financing development.

## **6. CONTINGENCIES**

Provide information on any conditions that must be satisfied before the project can proceed.

## **7. SUBMISSION FORMAT**

Submit one electronic version and one hard copy version of the proposal in a clear and legible format. Proposals must be complete in all respects; incomplete proposals will not be considered. All materials submitted become the property of the Elkhart Redevelopment Commission.

Submit all proposals to:

City of Elkhart Redevelopment Commission

Sherry Weber, Development Services Office Administrator

201 South 2nd Street

Elkhart, IN 46516



## 8. EVALUATION CRITERIA

In reviewing and evaluating proposals, the Elkhart Redevelopment Commission will consider the following:

- Proposal
  - Completeness of the proposal
  - Quality of the design concept
  - Conformity with the objectives outlined herein
  
- Team
  - Strength of the overall development team, including commitment and availability of key staff
  - Ability to execute/deliver on commitments
  - Professional and technical competence as evidenced by:
    - Professional qualifications and specialized experience of the developer and/or development team
    - Current and past performance of the developer and/or development team on similar projects
  - Developer and/or development team's financial qualifications, including a proven ability to obtain financing for this project and other similar projects
  
- Additional Considerations

Additional consideration will be given to respondents who seek to maximize the overall economic benefit to the City by:

  - Maximizing community benefits (e.g. inclusive approach to housing, cultural and neighborhood-serving amenities)
  - Maximizing the long-term value to the City through increased tax revenues and economic input
  - Ability to secure all financing and complete the property closing within six months of proposal acceptance by the Redevelopment Commission
  - Ability to start within a reasonable time period to be specified in the development agreement

## **9. PROPOSAL SELECTION PROCESS**

- Step 1: Submit complete redevelopment proposal by Tuesday, May 14, 2024 at 4:00 pm.
- Step 2: Reviewed by staff and forwarded to the Redevelopment Commission for review
- Step 3: Developer presents proposal to the Redevelopment Commission at the regularly scheduled Redevelopment Commission meeting on Tuesday, June 11, 2024 at 4:00 pm.
- Step 5: The Commission will consider the proposals and use its best efforts to take one of the following actions within 30 days:
- Reject the proposal
  - Accept the proposal
  - Request additional information prior to acceptance/rejection
- Step 6: Commission will request staff to negotiate a development agreement.
- Step 7: Staff and developer negotiate development agreement terms.
- Step 8: Development Agreement will be considered for approval by Redevelopment Commission.

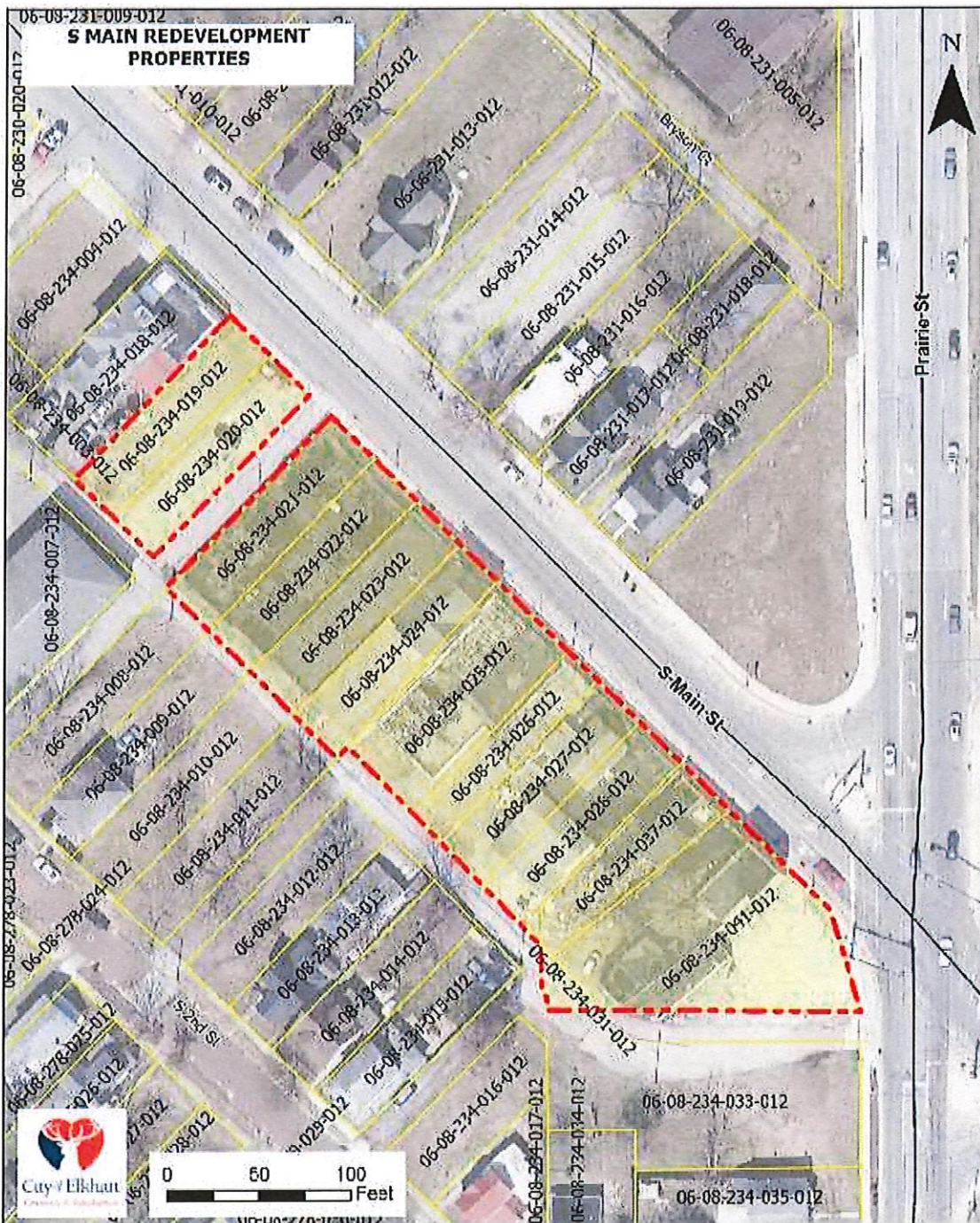
The Redevelopment Commission reserves the right to reject any or all proposals.

All materials submitted through this process become the property of the City of Elkhart's Redevelopment Commission. With the exception of financial information, these materials are subject to public records request as applicable under federal law.

## **10. LEGAL DESCRIPTION AND PLAT**

Parcel numbers included in this RFP are inside the boundary of the below image. Parcel consolidation and legal description are forthcoming.





This map is a graphic display of the information shown. It is not intended to be used as a legal instrument. The City of Elkhart, Indiana, is not responsible for any errors or omissions in this map. The City of Elkhart, Indiana, is not responsible for any errors or omissions in this map. The City of Elkhart, Indiana, is not responsible for any errors or omissions in this map.



## **11. OVERVIEW OF PUBLIC/PRIVATE INVESTMENTS**

Public investment in support of the redevelopment of the 1000 block of South Main includes the following:

### **S Main Streetscape**

- Up to \$10 million investment
- Roadway improvements
- Sidewalk improvements
- Utility improvements

### **Notre Dame School of Architecture Benham plan**

- Comprehensive neighborhood plan
- Pathways to funding single family homes
- Zoning changes for greater density

### **Tolson Center**

- \$12 million community center
- Sports complex
- Health services
- Meeting spaces

### **Woodland Crossing/Neighborhood Opportunity HUB**

- \$12 million public private investment
- Health services
- Employment Training
- 150 new housing units

Roderic Roberson  
Mayor

Jamie Arce  
City Controller



City Controller's Office  
229 S. Second St.  
Elkhart, IN 46516

574.294.5471  
Fax: 574.294.8491

# Memo

To: Redevelopment Commission  
From: Erin Koons, Deputy Controller *-EK*  
Regarding: Redevelopment Encumbrances from 2023 to 2024  
Date: February 20, 2024

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The State Board of Accounts recommends that encumbrances be presented to proper city officials and incorporated in meeting minutes. It is our opinion that acceptance of this communication will satisfy this best practice recommendation.

In order for an encumbrance requisition to be approved the request must meet certain predefined criteria. Encumbrances are not used as a means to enhance the 2024 budget, but should be for existing budgeted funds that have been obligated in 2023 which were not yet delivered or completed by year end. Each request must be a minimum of \$1,000 and accompanied by an invoice, signed contract, accepted bid, quote, or proposal. Infrastructure and certain other projects where additional appropriations have been approved specifically for a unique purpose have also been determined eligible for encumbrances. We have continued to follow this long standing past practice with these types of projects as we believe it aligns with the spirit of council action that was taken.

Attached you will find the list of encumbrances from 2023 that will be carried over into 2024 for the Utility funds.

**Encumbrances from 2023 Budget to 2024  
Fund Summary**

Fund Number	Fund Name	Total Encumbrance
2226	COMMUNITY DEVELOPMENT	\$ 164,198.45
2472	COVID-19 - CDBG	\$ 9,208.06
2554	FOUNDRY SETTLEMENT PROCEEDS	\$ 260,500.00
4445	TIF DOWNTOWN ALLOCATION	\$ 226,198.51
4448	TIF AEROPLEX ALLOCATION	\$ 504.40
4450	TIF ALLOCATION CASS ST	\$ 8,111,429.08
4451	TIF BAYER/TECH PARK ALLOCATION	\$ 134,392.00
4453	TIF CONSOLIDATED ALLOCATION	\$ 741,621.46
		<u>\$ 9,648,051.96</u>



**Encumbrances from 2023 Budget to 2024  
Department Detail**

Fund	Account Number	Account Name	No. of Encumbrances	Amount
2226	5-631-4314120	Fair Housing Counseling	2	\$ 15,115.00
2226	5-631-4314260	Residential Rehab	1	\$ 149,083.45
<b>Community Development Fund 2226 Total:</b>				<b>\$ 164,198.45</b>
2472	5-000-4314400	Subrecipients	1	\$ 9,208.06
<b>COVID-19 GRANT - Community Development Fund 2472 Total:</b>				<b>\$ 9,208.06</b>
2554	5-000-4390121	Brownfield Services	2	\$ 260,500.00
<b>Foundry Settlement Proceeds Fund 2554 Total:</b>				<b>\$ 260,500.00</b>
4445	5-000-4230300	Small Tools & Minor Equipment	1	\$ 504.40
4445	5-000-4310400	Professional Services	2	\$ 56,786.01
4445	5-000-4390900	Other Services & Charges	2	\$ 4,391.00
4445	5-000-4390912	Contract Services	1	\$ 164,517.10
<b>TIF Downtown Allocation Fund 4445 Total:</b>				<b>\$ 226,198.51</b>
4448	5-000-4230300	Small Tools & Minor Equipment	1	\$ 504.40
<b>TIF Aeroplex Allocation Fund 4448 Total:</b>				<b>\$ 504.40</b>
4450	5-000-4230300	Small Tools & Minor Equipment	1	\$ 504.40
4450	5-000-4310400	Professional Services	4	\$ 363,496.00
4450	5-000-4390900	Other Services & Charges	1	\$ 80,000.00
4450	5-000-4420000	Infrastructure	1	\$ 7,667,428.68
<b>TIF Allocation Cass St Fund 4450 Total:</b>				<b>\$ 8,111,429.08</b>
4451	5-000-4230300	Small Tools & Minor Equipment	1	\$ 504.40
4451	5-000-4390900	Other Services & Charges	2	\$ 98,557.60
4451	5-000-4390912	Contract Services	1	\$ 35,330.00
<b>TIF Bayer/Tech Park Allocation Fund 4451 Total:</b>				<b>\$ 134,392.00</b>
4453	5-000-4230300	Small Tools & Minor Equipment	1	\$ 504.40
4453	5-000-4310400	Professional Services	1	\$ 6,500.00
4453	5-000-4390900	Other Services & Charges	2	\$ 570,099.96
4453	5-000-4390912	Contract Services	1	\$ 164,517.10
<b>TIF Consolidated Allocation Fund 4453 Total:</b>				<b>\$ 741,621.46</b>
<b>Grand Total:</b>				<b>\$ 9,648,051.96</b>

RESOLUTION NO. 24-R- 016

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CHANGE ORDER FOR METRIC ENVIRONMENTAL, LLC REMEDIATION WORK PLAN SERVICES AT 1101 EAST BEARDSLEY AVENUE

Whereas, The Commission owns the real estate at 1101 E. Beardsley Avenue in the City of Elkhart (the "Real Estate") which required contaminated soil removal and disposal and has received a proposed Change Order from Metric Environmental, LLC ("Metric") for additional engineering services related to preparation of an environmental remediation work plan for clean-up of the on-site contamination all as set forth in the attached Change Order Invoice (the "Services"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Change Order Invoice be approved, and the funds appropriated to pay the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the additional Services of Metric and approves the Invoice in the amount of \$2,157.34 for payment.
2. The Commission appropriates the sum of \$2,157.34 from the Brownfields Account Special Fund to cover the cost of the Services. All unused funds to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to execute and deliver the Change Order and such other Agreements as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF MARCH 2024.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Dina Harris , Secretary

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 3/6/24  
Re: Conn Environmental Overage

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As part of the Conn environmental testing the Commission worked with Metric and Roberts Environmental to delineate the impacts to the site. During this testing there was an overage associated with the development of the Remedial Work Plan. Staff requests the Commission appropriate \$2,157.34 from the Brownfields account to cover this overage.





Please remit payment to:  
 Metric Environmental, LLC  
 P.O. Box 6269, Dept. 317  
 Indianapolis, IN 46206  
 (317) 400-1633

City of Elkhart  
 229 S 2nd Street  
 Elkhart, IN 46516

Invoice number 08005  
 Date 05/18/2023

Project 22-0233 City of Elkhart - 1101 S.  
 Beardsley

Professional services through April 30, 2023

**City of Elkhart - 1101 S. Beardsley**

Professional Fees

	Hours	Rate	Billed Amount
<b>Sr. Project Manager - 4</b>			
Karla McDonald	4.00	154.21	616.84
Consultant			
	Units	Rate	Billed Amount
<b>Environmental Consultant</b>			
Roberts Environmental Services, LLC	1.00	1,540.50	1,540.50
Inv#2540			
City of Elkhart - 1101 S. Beardsley subtotal			2,157.34
			Invoice total 2,157.34

**Billing Summary**

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
CITY OF ELKHART - 1101 S. BEARDSLEY	150,000.00	2,157.34	150,000.00	152,157.34	-2,157.34
Total	150,000.00	2,157.34	150,000.00	152,157.34	-2,157.34

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
08005	05/18/2023	2,157.34	2,157.34				
	Total	2,157.34	2,157.34	0.00	0.00	0.00	0.00

RESOLUTION NO. 24-R-017

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING ICE MILLER BILLING  
FOR TIF AREAS 4, 5 AND 6

Whereas, The Commission has employed Ice Miller, LLP (“Ice Miller”) to provide services related to the creation of Tax Allocation Areas 4, 5 and 6 in the River District (the “Services”); and

Whereas, the Commission has reviewed the attached Ice Miller billing for Services through January 8, 2024, being Invoice 01-2246232 for \$39,935.05 (the “Invoice”) performed in accordance with the Fee Agreement and believes it is in the best interest of the City and its inhabitants that the billing be approved for payment from \_\_\_\_\_.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoice for payment.
2. The Commission appropriates \$39,935.05 from \_\_\_\_\_ to pay the Invoice.
3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF FEBRUARY 2024.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary

RESOLUTION NO. 24-R-018

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING ADDENDUM TO LOAN AND  
DEVELOPMENT AGREEMENT AND LEASE AGREEMENT  
FOR CONCORD MALL PARKING LOT

Whereas, The Commission has offered to lease from Elkhart Concord LLC the parking lot area shown on Exhibit A to the attached form of Lease Agreement (the "Property"), subject to the approval of the Common Council; and

Whereas, the Commission has reviewed the form and terms of Addendum No. 1 To Development and Loan Agreement and the Lease Agreement attached hereto (the "Agreements"), and finds that the development and encouragement of mixed uses in the area is an integral part of the plan for the area, and the lease of the parking lot and the Landlord improvements required therein will incentive and encourage further development of the Mall area and surrounding properties in furtherance of the Development Plans for the Area.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the form and terms of the Agreements subject to final approval by the Elkhart Common Council.
2. The Commission appropriates the sum of Two Million Dollars (\$2,000,000.00) from the Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund to pay the rent required therein.
3. The Officers of the Commission are hereby authorized to execute and deliver the Agreement and do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12th DAY OF MARCH 2024.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary



## LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between ELKHART CONCORD, LLC, hereinafter called Landlord, and CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT, acting by and through its Redevelopment Commission, hereinafter called Tenant, is effective as of \_\_\_\_\_, 2024,

### WITNESSETH:

FOR AND IN CONSIDERATION of the conditions, covenants, and agreements hereinafter contained, Landlord and Tenant do hereby agree as follows:

1. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain real property situated in Elkhart County, State of Indiana, and which is depicted in Exhibit "A" which is attached hereto and incorporated herein by reference, together with any and all improvements, and other property presently located on said real estate, all of which real estate and other property are hereinafter called the Premises, to have and to hold unto said Tenant for an initial term of thirty-six (36) months, subject to extension as hereinafter provided, or such time as the Two Million Dollars (\$2,000,000) loan dated November 21, 2023, by City to Landlord is paid in full, whichever first occurs, beginning on the \_\_\_\_ day of \_\_\_\_\_, 2024, and extending through the \_\_\_\_ day of \_\_\_\_\_, 2027 (the "Term"), unless this Agreement is terminated prior thereto as herein provided. If this Lease has not otherwise terminated prior to the expiration of the Term, or Tenant delivers notice of intent not to extend in accordance with this Section 1, the Term shall automatically extend for up to two (2) additional, consecutive (1) year periods upon all of the terms and conditions of this Lease except that Tenant shall have 1 less extension option remaining in each such Term. If Tenant elects not to extend the Term, Tenant shall provide written notice to Landlord of such election no later than ninety (90) days prior to the expiration of the then-current Term (as the same may have been previously extended). No additional rent shall be payable for either extension term beyond the payment due under Section 2 below. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time by mutual written agreement of Landlord and Tenant.

2. Payment of Rent. In consideration therefor, Tenant agrees to pay rent covering the entire term of the Lease in the total amount of Two Million and No/100 Dollars (\$2,000,000.00), payable in one installment on the date hereof, which rent includes all sums due from Tenant for its

share of real estate taxes, utility costs, insurance of all kinds, maintenance and repair, and other obligations of every kind relating to the Premises which may arise or become due during the term of this Agreement. The obligation to pay said rent is exclusively payable from The Consolidated South Elkhart Economic Development/ Redevelopment Area Tax Allocation Area Special Fund, and is not a debt of the City or The Special Taxing District.

3. Security Deposit. None Required.

4. Option to Renew. Tenant has no Option to Renew.

5. Option to Purchase. Tenant has no Option to Purchase.

6. Taxes, Assessments and Utilities. Landlord agrees to pay all taxes and assessments that may be levied against the Premises during the term of this Agreement and to pay all charges for public utilities services to the Premises during the term of this Agreement.

7. Insurance. Landlord shall purchase and pay when due all premiums for insurance on the Premises against loss by fire and other hazards generally covered by an extended coverage endorsement, vandalism, all risk and casualty insurance, in an amount not less than the full replacement value of the Premises. Landlord shall purchase and pay when due all premiums for a policy of general public liability insurance, on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence. Upon demand by Tenant at any reasonable time, Landlord shall provide to Tenant evidence that the various policies of insurance required herein are in full force and effect. Tenant shall purchase and pay when due all premiums for a policy of general public liability insurance, on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence, and automobile liability insurance in commercially reasonable amounts, which policies shall name Landlord as an additional insured. Upon demand by Landlord at any reasonable time, Tenant shall provide to Landlord evidence that the various policies of insurance required herein are in full force and effect.

All such policies shall name both Landlord, Tenant, and the City of Elkhart, Indiana, as insureds, as their respective interests may appear. All insurance to be carried by Landlord shall be primary to and not contributory with any similar insurance carried by Tenant, and insurance carried by Tenant shall be considered excess insurance only.

8. Indemnification/ Hold Harmless. In consideration of Tenant agreeing herein to allow Landlord and its tenants, their employees, contractors, guests, customers, suppliers, agents, invitees and licensees (the "Potential Claimants") full access to the Leased Premises to enable



them to conduct their business on the portion of the Mall property not included in the Lease, except to the extent arising out of the gross negligence or willful misconduct of Tenant, or its officials, employees or agents, as determined by a court of competent jurisdiction, Landlord shall indemnify, protect, defend and hold harmless the City of Elkhart, Indiana, and the Tenant, and the officials, employees and agents thereof, from and against any and all claims, actions, damages, costs, liens, judgements, attorney fees, expenses and liabilities arising from any claims asserted against City and/or Tenant by any or all of the Potential Claimants for intentional or negligent property damage or personal injury that is alleged to have occurred on or about the Premises. In the event any such claim, action or proceeding shall be asserted or brought against City/and or Tenant, Landlord, upon notice thereof, shall defend the same at the Landlord's sole expense and by counsel reasonably satisfactory to Landlord and the indemnitees.

9. Landlord's Access to Premises. Tenant agrees that Landlord, or its agents, shall have the right to enter the Premises at any reasonable time in order to examine the Premises, show the Premises to prospective purchasers or tenants, or make such repairs, alterations, or improvements as Landlord may deem necessary or desirable to the Premises or the adjacent property of Landlord. Landlord or its agents shall have the right to take onto the Premises any and all materials that may be required therefor without constituting an eviction of Tenant in whole or in part, and the rent reserved herein shall not abate while such repairs, alterations, or improvements are being made. Landlord's right of entry as provided herein shall not be deemed to impose on Landlord any obligation, responsibility, or liability for the care, supervision, or repair of the Premises other than as specifically provided in this Agreement.

10. Examination of Premises by Tenant. Tenant has examined the Premises prior to the execution of this Agreement and is satisfied with the physical condition of the Premises "AS IS", and Tenant's acceptance and taking possession thereof shall be conclusive evidence of its receipt thereof in good order and repair. Tenant agrees and admits that no representation, statement, or warranty, either express or implied, in fact or by law, has been made by or on behalf of Landlord as to the condition or repair of the Premises.

11. Use of Premises by Tenant. Tenant shall use the Premises solely as a public parking lot available to the public at large and to Landlord, its tenants, guests, invitees and licensees. Tenant shall not use or occupy nor permit the Premises or any part thereof to be used or occupied in any unlawful manner, for any unlawful purpose, or in any other manner or for any other purpose



which, in the reasonable opinion of Landlord, might be deemed disreputable or may adversely affect the then value, character, or insurability of the Premises, said determination to be made, in good faith, but conclusively, by Landlord. Subject to the Tenant's approval of the subject area, Landlord shall be permitted to designate select parking spaces within the Premises as reserved for tenants, or a specific tenant of, the property. Further, Landlord and Tenant shall mutually agree upon reasonable rules and regulations with respect to the use and security of the public parking areas.

12. Quiet Enjoyment of Premises by Tenant. Subject to all laws and ordinances now or hereafter in force, Landlord represents that it has the full right, power, and authority to enter into this Agreement for the term herein granted and that the Premises may be used by Tenant during the entire duration of said term for the purposes herein set forth. Tenant, upon the full and faithful performance of all the conditions, covenants, and agreements herein contained, shall at all times during the term hereof peaceably and quietly enjoy the use of the Premises without any disturbance from Landlord or anyone else claiming by or through Landlord, subject, however to any rights which may be reserved to Landlord herein and to all encumbrances to which this Agreement may be subordinate, if any.

13. Maintenance and Repair of Premises. Landlord agrees to maintain and keep all portions of the Premises in good order and repair and in a clean, sightful, and healthful condition, the costs therefor having been prepaid by Tenant and included as part of the Prepaid Rent.

14. Alteration or Improvement of Premises. Tenant agrees that no alterations, additions, or improvements, to the Premises shall be made without the prior written consent of Landlord nor shall Tenant make or cause to be made any alterations, additions, or improvements to the Premises which will give rise to any liens, claims, or demands of any nature against Landlord and/or the Premises.

15. Landlord Improvements. Landlord shall, by December 31, 2030, at its own expense, subject to receipt of any required municipal approvals, resurface all or portions of the parking lot, demolish the building connector between the former JCPenney section and the Main Mall building, design and install 2 new signs on the Premises that contain the name of the businesses, and Tenants occupying the buildings adjacent to and served by the Premises, design and install landscaping improvements, and design and install improvements to the US 33 connector bridge, in accordance with plans and specifications approved by Tenant. Tenant acknowledges

that Landlord plans to convert the Premises and the property of which the Premises are a part to a mixed-use development consistent with (i) an amendment to Ordinance No. 5029, Concord Mall Planned Unit Development District (the "PUD Amendment"), approved on or around July 10, 2023, which amended the zoning district affecting the property from B-4, Regional Business District and established the zoning district affecting the property as R-4, Multi-Family Residential District, B-2, Community Business District, and M-1, Manufacturing District, subject to certain limitations set forth in the PUD Amendment, and (ii) the master use and development plan attached hereto as Exhibit B-1 (the "Master Development Plan"), attached hereto and made a part hereof. Notwithstanding anything contained herein to the contrary, subject to any required municipal approvals, Tenant hereby approves (A) modifications to the Open Area consistent with the PUD Amendment (including, but not limited to, the use of the permissible screened outdoor storage areas set forth therein) and the Master Development Plan (including, but not limited to, the outparcel development contemplated thereby and the installation of a landscaping berm separating the retail portion of the property), and (B) new pylon/monument signs consistent with the attached Exhibit B-2, attached hereto and made a part hereof. If Landlord locates a purchaser or tenant for a portion of the Premises whose use is consistent with and furthers the Master Development Plan and the Economic Development Area Plan, and such purchaser or tenant requires termination of this Lease with respect to the subject portion of the Premises, then Landlord and Tenant shall execute an amendment to this Lease releasing the subject portion of the Premises from the terms hereof.

16. Condemnation. If possession of the Premises or any portion thereof is taken by any governmental or other legally constituted public or quasi-public authority as a result of eminent domain or condemnation proceedings, by private sale under threat of eminent domain or condemnation proceedings, or otherwise, or if, as a result of any other action taken by any such authority, the Premises are rendered unsuitable for the uses and purposes described in this Agreement, then Tenant shall have the right and option to terminate this Agreement upon written notice to Landlord as of the date set forth in said notice, which date shall be not less than ten (10) days following the date of receipt of such notice by Landlord. Such termination shall be without prejudice to the rights of either Landlord or Tenant to recover compensation from such authority for any loss and/or damage caused by any such action of such authority, including, but not limited to, with respect to Tenant, the value of Tenant's lost rights under this Lease. Neither Landlord nor



Tenant shall have any rights in or to any award or other compensation which may be made to the other party hereto by such authority.

17. Destruction of Premises. In the event that the entire Premises are rendered untenable by tornado, windstorm, or other sudden and violent catastrophe, Landlord shall reconstruct the Premises so as to restore the same to a tenantable condition within one hundred eighty (180) days after such tornado, windstorm, or other sudden and violent catastrophe. The determination of tenantable condition under this paragraph shall be made, in good faith but conclusively, by Landlord, and the Term shall be extended by the length of time, if any, that the Premises are untenable. If such repairs are not completed within one hundred eighty (180) days from the date of damage, then Tenant may at its option, give thirty (30) days' notice in writing of Tenant's intention to terminate this Agreement, and this Agreement shall terminate pursuant to such notice if such repairs have not been completed by the end of such thirty (30) day period. In the event of an early termination of the Lease under this Paragraph 17 due to a casualty of the entire Premises, Landlord shall reimburse Tenant that portion of the rent attributable to the remaining portion of the initial 3-year term of this Lease, if any.

18. Default. It is expressly agreed that if either party fails to faithfully perform any of the conditions, covenants, and agreements contained herein on its part to be performed, the other party shall have the right to pursue all legal and equitable remedies available to it.

19. Assignment or Subletting. Neither Landlord nor Tenant may sublease the Premises or any part thereof or assign this Agreement or any part hereof at any time or from time to time without the prior written consent of the other.

20. Surrender at End of Term; Holding Over; Removal of Tenant's Property. Upon the termination or expiration of this Agreement, Tenant agrees to surrender and return the Premises to Landlord. No holding over by Tenant shall constitute a renewal or extension of the terms of this Agreement except upon written consent of Landlord.

21. Subordination. Landlord and Tenant agree that this Lease Agreement shall be subordinate to any mortgage, whether now existing or hereafter obtained, on the Premises. Tenant further agrees and promises to sign whatever documents are or will become necessary to subordinate this Lease Agreement to such a mortgage.

22. Hazardous Substances; Indemnity.



(a) Landlord represents and warrants that any handling, transportation, storage, treatment or usage of toxic or hazardous substances that has occurred on the Leased Premises to date has been in compliance with all applicable federal, state and local laws, regulations and ordinances.

Landlord further represents and warrants that no leak, spill, release, discharge, emission or disposal of toxic or hazardous substances has occurred on the Leased Premises to date and that the soil, groundwater and soil vapor on or under the Leased Premises is free of toxic or hazardous substances as of the date that the term of this Lease Agreement commences.

(b) Landlord shall indemnify, defend (with counsel selected by Tenant) and hold Tenant and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) or loss including attorneys' fees, consultant fees, and expert fees (consultants and experts to be selected by Tenant) which arise during or after the term of this lease from or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater or soil vapor on or under the leased Premises, unless the toxic or hazardous substances are present solely as a result of the negligence or willful misconduct of Tenant, its officers, employees or agents. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall specifically cover costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence or suspected presence of toxic or hazardous substances in the soil, groundwater or soil vapor on or under the Leased Premises, unless the toxic or hazardous substances are present solely as a result of the negligence or willful misconduct of Tenant, its officers, employees or agents. Without limiting the generality of any of the foregoing, the indemnification provided by this paragraph shall also specifically cover costs incurred in connection with:

(1) toxic or hazardous substances present or suspected to be present in the soil, groundwater or soil vapor on or under the Leased Premises before the term of this Lease Agreement commences; or

(2) toxic or hazardous substances that migrate, flow, percolate, diffuse or in any way move onto or under the Leased Premises after the term of this Lease Agreement commences; or

(3) toxic or hazardous substances present on or under the Leased Premises as a result of any discharge, dumping, spilling (accidental or otherwise) onto the Leased Premises during or after the term of this Lease Agreement by any person, corporation, partnership or entity other than Lessee.

(c) As used herein, the term “toxic or hazardous substances” means any toxic or hazardous substances, material or waste which is or becomes regulated by any local governmental authority, the State of Indiana or the United States Government. The term “toxic or hazardous substances” includes, without limitation, any material or substance which is (i) defined as a “hazardous substance” under I.C. 13-7-8.7-1 of the Indiana Hazardous Substance Response Trust Fund Act, (ii) petroleum, (iii) asbestos, (iv) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (v) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903), (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.* (42 U.S.C. §9601), or (vii) defined as a “regulated substance” pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991 *et seq.* (42 U.S.C. §6991).

This paragraph shall survive the termination of this agreement, any renewals hereof and the termination of any renewals.

23. Development Agreement. This Agreement is entered into by the Parties in furtherance of that certain Development and Loan Agreement dated November 21, 2023, as amended by Addendum No 1. thereto, and all rights and remedies of the Parties thereunder are incorporated herein by reference.

24. Applicable Law. This Agreement shall be governed by the laws of the State of Indiana.

25. Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Landlord and Tenant consent to the use of **electronic signatures** on this Lease and all documents relating to the Lease, and all documents relating to the Lease, and any amendments thereto, (collectively, the “Lease Documents”). Landlord and Tenant agree that any **electronic signatures** appearing on the Lease

Documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that any electronically signed Lease Document shall, for all purposes of the Lease Documents and applicable law, be deemed “written” or in “writing”, to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding. For purposes hereof, “electronic signature” shall have meaning set forth in the Uniform Electronic Transactions Act, as the same may be amended from time to time.



IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement at Elkhart, Indiana, this \_\_\_\_\_ day of March, 2024.

LANDLORD:

Elkhart Concord, LLC

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

TENANT:

City of Elkhart Indiana, Department of  
Redevelopment, Acting by and through its  
Redevelopment Commission

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

ATTEST:

By: \_\_\_\_\_  
Dina Harris, Secretary

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of March, 2024, personally appeared \_\_\_\_\_, the Chief Operating Officer of Elkhart Concord, LLC, and acknowledged the execution of the foregoing Lease Agreement, for and on behalf of said Company, being duly authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

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

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of March, 2024, personally appeared Sandra Schreiber and Dina Harris, the President and Secretary respectively, of the City of Elkhart, Indiana Redevelopment Commission, an Indiana municipal corporation, and acknowledged the execution of the foregoing Lease Agreement, for and on behalf of the City of Elkhart, Indiana Department of Redevelopment, being duly authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

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

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

EXHIBIT A

Premises Depiction

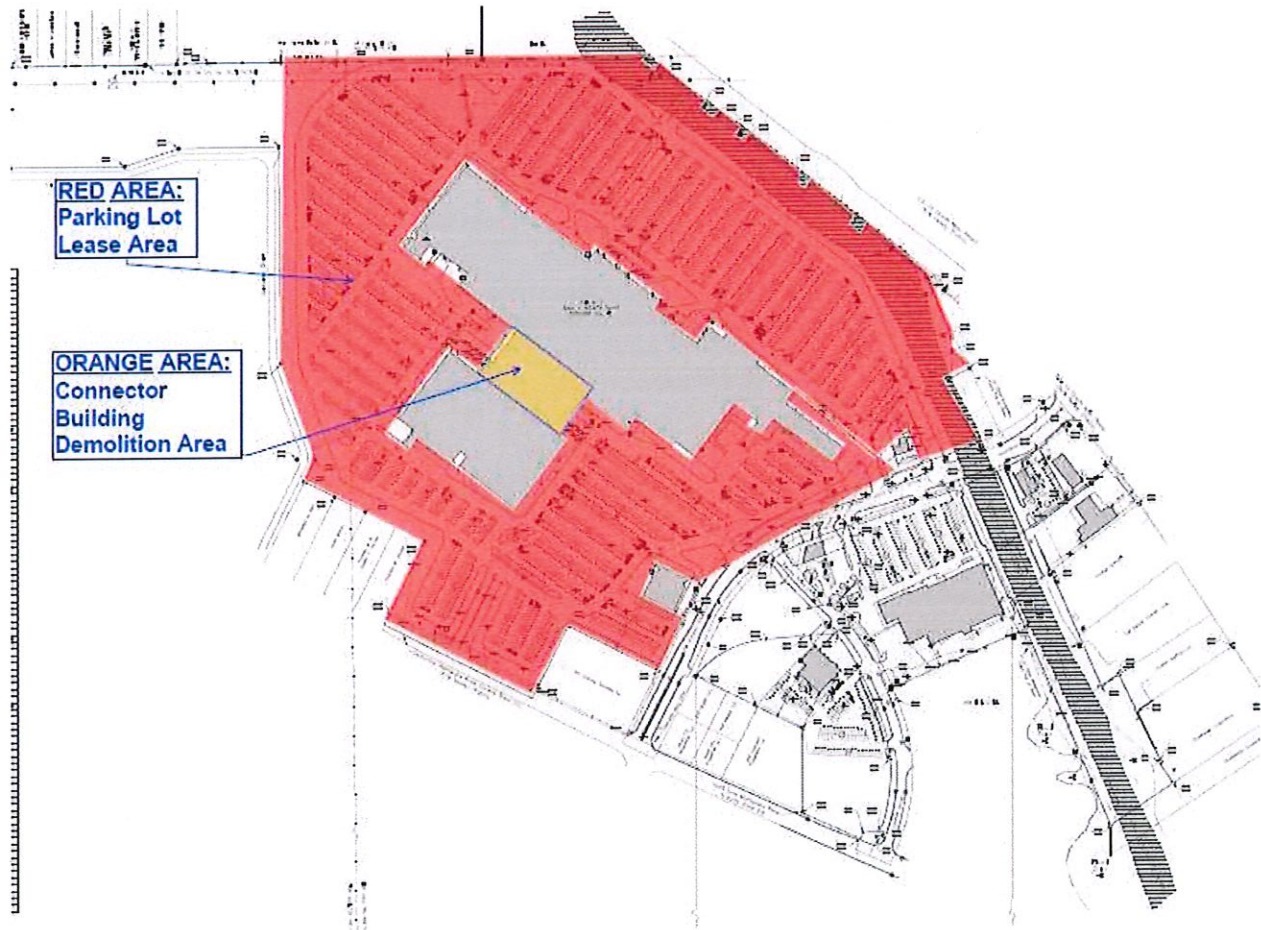




Exhibit B-1

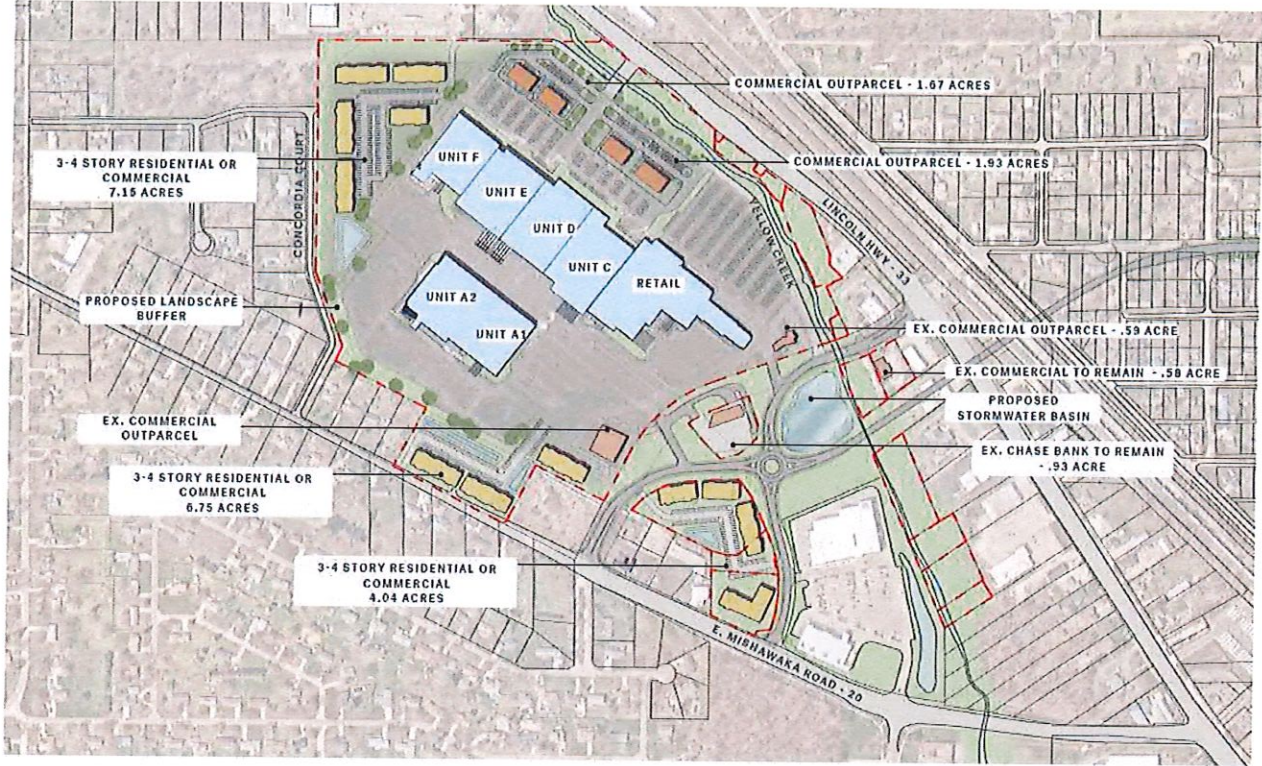




Exhibit B-2





## ADDENDUM NO. 1 TO DEVELOPMENT AND LOAN AGREEMENT

The Addendum No. 1 to the Development and Loan Agreement dated November 21, 2023 (the “Agreement”), is entered into by Elkhart Concord LLC (the “Owner”), the City of Elkhart, Indiana (the “City”), and City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission (the “DOR”) as of \_\_\_\_\_, 2024 (the “Effective Date”).

### RECITALS

1. The Concord Mall (the “Property”) lost a majority of its tenants, was not generating sufficient revenue to cover the operational and maintenance costs, was unable to attract new tenants that would revitalize the space, was no longer a viable business operation and became an area in need of redevelopment as defined under the Act.
2. The Owner has purchased the Property and is converting the Mall space to a mixed use space. Owner plans to complete such conversion consistent with (i) an amendment to Ordinance No. 5029, Concord Mall Planned Unit Development District (the “PUD Amendment”), approved on or around July 10, 2023, which amended the zoning district affecting the Property from B-4, Regional Business District and established the zoning district affecting the Property as R-4, Multi-Family Residential District, B-2, Community Business District, and M-1, Manufacturing District, subject to certain limitations set forth in the PUD Amendment, and (ii) the master use and development plan attached hereto as **Exhibit 1** (the “Master Development Plan”).
3. The Property contains substantial open space outside and surrounding the existing structures as shown on **Exhibit 2** hereto (the “Open Area”) which needs to be improved to ensure that there is proper parking area available for the present and future tenants, their guests and invitees, as well as the public at large.
4. It is essential that all or portions of the existing parking area be improved, the building connector between the JC Penney building and main mall building be demolished, new signage be designed, constructed and installed for the Owner and tenants, landscaping improvements be designed and installed, and the US 33 Connector bridge be improved (the “Additional Improvements”), none of which items are in the current budget of Owner, included in its available financing nor scheduled for timely completion without the additional redevelopment incentives provided herein.
5. It is in the public interest that the portions of the Open Area available for future development be identified and marketed in order to take advantage of the current economic development opportunities generated by the enhancements planned and commenced for the existing structures, and that those future uses be consistent with the Development Plan for the Area and geared to stimulate further development in the area surrounding the Property.
6. In order to facilitate and obtain the Additional Improvements on a timely and needed basis, and to insure that those improvements are performed in accordance with specifications and designs approved by the Redevelopment Commission, and future development on the Open Area is consistent with and meets the goals of the Consolidated South Elkhart Economic Development/Redevelopment Area Plan, the DOR, subject to approval of the Common Council, proposes to lease the Open Area from the Owner substantially in accordance with the terms set forth in the Lease Agreement attached hereto as **Exhibit 3**.



IN CONSIDERATION OF THE RENT TO BE PAID UNDER THE LEASE , THE FINANCING PROVIDED THE OWNER BY CITY AND THE MUTUAL TERMS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE TO THE FOLLOWING AMENDMENT TO THE AGREEMENT:

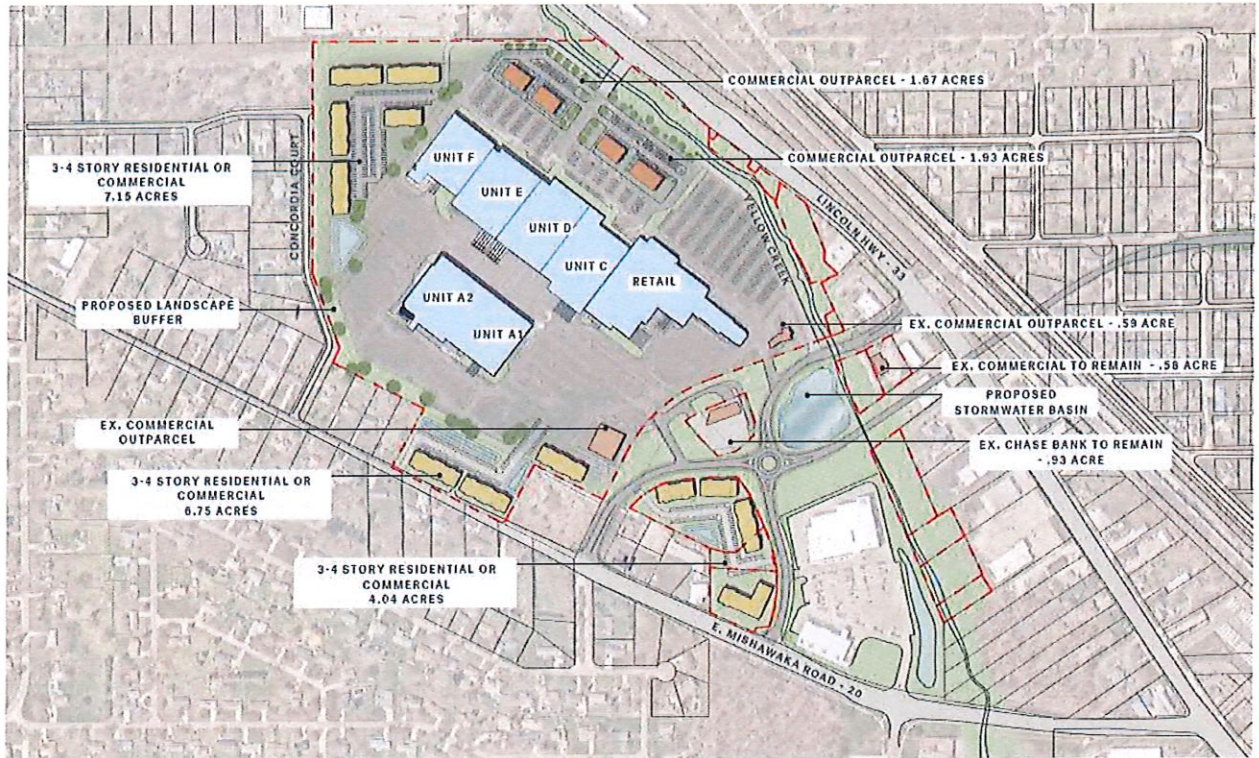
#### ADDITIONAL TERMS

1. Subject to approval by the Elkhart Common Council, the DOR will lease the Open Area from the Owner for an initial term of 36 months, subject to extension as set forth in the lease, or until the outstanding loans by City to Owner have been fully paid, whichever first occurs, at a gross rental of \$2 Million. Said rent shall be paid exclusively from the funds in the Consolidated South Elkhart Economic Development/Redevelopment Area Tax Allocation Area Special Fund, and shall not constitute a debt or general obligation of the City of Elkhart or the district.
2. Prior to the commencement of construction of the Additional Improvements, the Owner will prepare and submit specifications, plans and drawings for installation of the applicable Additional Improvements to the Redevelopment Commission for review and written approval, provided, however, that, subject to the receipt of any required municipal approvals, the Redevelopment Commission hereby approves modifications to the Property consistent with the Master Redevelopment Plan.
3. The Owner, upon receipt of the approval, will commence and complete construction of the Additional Improvements as required landlord lease improvements subject to the terms of the Lease.
4. Solely with respect to the areas designated “Commercial Outparcel – 1.67 Acres” and “Commercial Outparcel – 1.93 Acres” on the Master Development Plan (collectively, the “**Outparcels**”), the Owner will, in consultation with the Redevelopment Commission, implement a mutually acceptable marketing plan for those spaces during the term of the Lease, provided, however, that if Owner submits any such plan to the Redevelopment Commission for approval and the Redevelopment Commission fails to respond within thirty (30) days, then such failure to respond shall be deemed as the Redevelopment Commission’s approval.
5. The Owner will give the Redevelopment Commission the full opportunity to participate in the planning process for improvements to the Outparcels during the term of the Lease, will provide detailed plans for any such improvements to the Redevelopment Commission in advance of any commitment to make such improvement, and will not proceed with any improvement in the absence of written approval of such improvement from the Redevelopment Commission, which approval will not be unreasonably withheld, provided, however, that if Owner submits any such plan to the Redevelopment Commission for approval and the Redevelopment Commission fails to respond within thirty (30) days, then such failure to respond shall be deemed as the Redevelopment Commission’s approval.
6. Owner commits that all designated parking areas, as the same may be modified from time to time in connection with the implementation of the Master Redevelopment Plan, in the Open Area will be designated for, and remain available as, free public parking during its period of ownership, provided, however, that (i) subject to the Redevelopment Commission’s approval





Exhibit 1





RESOLUTION NO. 24-R-019

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, AUTHORIZING APPRAISALS FOR REAL ESTATE PARCEL ON SOUTH MAIN AND APPROPRIATING FUNDS

Whereas, The Commission is interested in acquiring a parcel of real estate adjacent to the 1000 block of S. Main, Tax ID Number 20-06-08-234-033.000-012 (the "Real Estate") and needs to obtain independent appraisals of the property to arrive at an offering price; and

Whereas, the staff will select the appraisers and have requested an appropriation of \$1500.00 which they expect to cover the cost for both appraisals.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of independent appraisers to be selected by the staff to provide appraisals on the Real Estate for a not-to-exceed cost of \$1500.00.
2. The Commission appropriates \$1500.00 from the Downtown Tax Allocation Area No. 1 Special Fund to cover the cost of the appraisals.
3. The Officers of the Commission are authorized to execute and deliver all contracts and do all acts, which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12<sup>TH</sup> DAY OF MARCH 2024.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 3/1/24  
Re: Appraisal Costs

---

Staff has recently become aware of a parcel adjacent to the 1000 block of South Main has come on the market. Staff believes this parcel is beneficial to the redevelopment of the South Main corridor and would be a strategic acquisition to further the Benham Plan. Staff requests the Commission appropriate a do not exceed amount of \$1,500 from the Downtown TIF to cover the costs of the appraisal for parcel 20-06-08-234-033.000-012.

RESOLUTION NO. 24-R- 020

**RESOLUTION OF THE CITY OF ELKHART REDEVELOPMENT COMMISSION  
PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF  
CERTAIN TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS OF THE  
CITY OF ELKHART FOR THE PARKWAY AT 17 PROJECT**

WHEREAS, the City of Elkhart Redevelopment Commission (the “Commission”), the governing body of the City of Elkhart, Indiana, Department of Redevelopment (the “Department”) and the Redevelopment District of the City of Elkhart (the “District”) exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the “Act”); and

WHEREAS, the Commission adopted its Resolution No. 23-R049 on July 11, 2023 (the “Declaratory Resolution”), which Declaratory Resolution has been confirmed, designating an area known as the Parkway at 17 Economic Development Area (the “Area”) as an economic development area pursuant to the Act, designating the Area as an allocation area pursuant to Section 39 of the Act (the “Allocation Area”) for purposes of capturing incremental *ad valorem* property taxes levied and collected on all taxable real property located in the Allocation Area, and approving an economic development plan for the Area; and

WHEREAS, the City of Elkhart, Indiana (the “City”), the Commission, and HP Crossroads 41, LLC (the “Developer”), have entered into a Development Agreement (the “Development Agreement”), whereby the Developer has agreed that the Developer, or an affiliate thereof will make investments in the Area, with said investments consisting of the acquisition of certain real estate in the City and the construction and equipping of a multi-family apartment complex thereon, all as more particularly described in the Development Agreement (the “Project”); and

WHEREAS, the City is considering the issuance of its City of Elkhart, Indiana Taxable Economic Development Tax Increment Revenue Bonds, Series 202\_\_ (Parkway at 17 Project), in one or more series (with the blank to be completed with the year of issuance of said bonds and with such further series or different series designation as determined to be necessary or appropriate) in a maximum aggregate principal amount not exceeding \$6,500,000 (the “Bonds”), for the purpose of making a portion of the net proceeds of the Bonds available to the Developer or an affiliate thereof for the purpose of financing a portion of the costs of the Project; and

WHEREAS, the Commission desires to pledge the incremental *ad valorem* property taxes levied and collected on all taxable real property located in the Allocation Area (the “Pledged TIF Revenues”) to the payment of the principal of and interest on the Bonds; and

WHEREAS, the Commission has determined that the undertaking of the Project, the issuance of the Bonds by the City and the pledge of the Pledged TIF Revenues in the manner set forth herein will further the purposes of, and be a benefit to, the Area and the plan for the Area;



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

1. The Commission hereby pledges the Pledged TIF Revenues to the payment of the principal of and interest on the Bonds for a term of years ending not earlier than upon the final payment of the Bonds or twenty-five (25) years from the date of issuance of the Bonds.

2. The pledge made herein shall be effective as set forth in I.C. 5-1-14-4 without the recording of this Resolution other than in the records of the Commission or the filing of any other instrument. Notwithstanding the foregoing, in the event that the Pledged TIF Revenues are in excess of the amount necessary to make scheduled principal and interest payments on the Bonds when due (the "Excess TIF Revenues"), the Commission shall retain such Excess TIF Revenues received and may use such Excess TIF Revenues for any purpose under the Act.

3. The President and Secretary of the Commission are hereby authorized and directed to enter into a pledge agreement on behalf of the Commission (the "Pledge Agreement") providing that the Pledged TIF Revenues are pledged as described herein and containing such other terms consistent with this Resolution to evidence the intent of the Commission to secure the Bonds solely with the Pledged TIF Revenues as described herein.

4. Any officer of the Commission is hereby authorized to take such further actions and execute on behalf of the Commission such further documents or agreements as any such officer deems necessary or appropriate to effectuate the purposes of this Resolution.

5. This Resolution shall be deemed to take effect immediately upon adoption by the Commission. The provisions of this Resolution shall constitute a contract binding between the Commission and the holder or holders of the Bonds and after the issuance of said Bonds, this Resolution shall not be repealed or amended in any respect which would adversely affect the right of such holder or holders of said Bonds.

\*\*\*\*\*

ADOPTED at a meeting of the City of Elkhart Redevelopment Commission held on March 12, 2024.

**CITY OF ELKHART REDEVELOPMENT  
COMMISSION**

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

ATTEST:

\_\_\_\_\_  
Dina Harris, Secretary

RESOLUTION NO. 24-R-021

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, AUTHORIZING APPRAISALS FOR  
EAST JACKSON REALTY AND APPROPRIATING FUNDS

Whereas, The Commission may seek to acquire the real estate on E. Jackson Blvd., Tax ID No.20-06-05-426-003.000-012 (the "Real Estate") and needs to obtain 2 independent appraisals of the property; and

Whereas, the staff will select the appraisers and have requested an appropriation of \$3,000.00 which they expect to cover the cost for both appraisals.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of independent appraisers to be selected by the staff to provide appraisals on the Real Estate for a not-to-exceed cost of \$3,000.00.
2. The Commission appropriates \$3,000.00 from the Downtown Tax Allocation Area No. 1 to cover the cost of the appraisals.
3. The Officers of the Commission are authorized to execute and deliver all contracts and do all acts which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12<sup>TH</sup> DAY OF MARCH 2024.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary



# Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 3/7/24

Re: Appraisal Costs

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Staff is requesting the Commission appropriate a do not exceed amount of \$3,000 from the Downtown TIF to cover costs associated with the appraisals of parcel 20-06-05-426-003.000-012. These appraisals are being requested as the first step in any potential strategic acquisition that the Commission would be involved in.

Rod Roberson  
Mayor

Michael Huber  
Director of Development Services



Development Services  
Community Development  
Economic Development  
Planning Services  
Redevelopment  
229 S. Second St.  
Elkhart, IN 46516  
574.294.5471  
Fax: 574.295.7501

Warrick & Boyn  
February 2024  
Invoice  
Total Current  
Work  
\$27,210.13