City of Elkhart
Redevelopment Commission

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, NOVEMBER 10, 2020 at 4:00 P.M.

THIS MEETING WILL BE HELD ELECTRONICALLY VIA WEBEX
To join, go to http://coei.webex.com, enter 172 717 8583 as the event number and "redevelopment" as the event password. The meeting can also be accessed using the following link:
https://coei.webex.com/coei/onstage/g.php?MTID=ed41b77fd42646e4ba0cba1860cb28add
To join by phone, call 415-655-0001, enter 172 717 8583 as the event number

Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to dana.donald@coei.org prior to the meeting.

1. **Call to Order**

2. **Approval of Minutes**
   September 29, 2020
   October 13, 2020

3. **Unfinished Business**

4. **New Business**
   a) State Road 19 Corridor –Appropriating Project Funds
   b) Approval of Nelson Law Group for Star Tire services from 7/01/2020 to 10/30/2020
   c) Elkhart Arts Alliance
   d) Exit 92 - Gateway Mile Presentation
   e) Cassopolis Wayfinding Update
   f) River District Implementation Team Presentation

5. **Staff Updates**
   CDBG
   Downtown
   Economic Development Projects
   Cassopolis Street Projects
   TIF Budgets Summary

6. **Other Business**
   a) Approval of Invoice – Warrick & Boyn (October 2020)

7. **Correspondence / Announcements**

   Lerner Theatre Board Minutes September 9, 2020

8. **Public Comment**

9. **Adjournment**

SPECIAL MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS via WeBex
Tuesday, September 29, 2020
4:00 P.M.

PRESENT IN-PERSON: SANDI SCHREIBER, WES STEFFEN, KURT BULLARD, AND ALEX HOLTZ

ALSO: **LAURA MILLER, ERIC TROTTER, CHAISE COPE (via Webex),**

ADAM FANN, GARY BOYN, DAVE WEAVER-PORTAGE PLACE/EOZ, PAT GROSS-DJ CONSTRUCTION, SOMMER BOWERS, DAYNA BENNETT, COUNCILMAN DWIGHT FISH, BRIAN SMITH-HERITAGE FINANCIAL, CHRIS CHOCKLEY-JPR, ASHLEY ELSASSER, GEORGE BYERS, AND DANA DONALD (RECORDING SECRETARY)

CALL TO ORDER

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

APPROVAL OF SEPTEMBER 8, 2020 MEETING MINUTES

Motion made by Mr. Steffen seconded by Mr. Holtz to approve the minutes from September 8, 2020 meeting. All were in favor and none were opposed. Voice vote carried.

APPROVAL OF AMENDED AGENDA

Mr. Steffen made a motion to amend the agenda and separate Item 4B; seconded by Mr. Holtz. All were in favor. Voice vote carried.

UNFINISHED BUSINESS

Portage Place and EOZ Development Projects – Approval of Proof of Financing: Mr. Boyn stated that part of the Development Agreement with Portage Place project called for proof of financing. The September 24, 2020 commitment letter from Lake City Bank Activity and Balances shows that Portage Place has an available balance of $1,010,000.00. The commitment to finance says they are willing to lend up to $6,240,000.00.

The September 24,2020 commitment letter from Lake City Bank Activity and Balances show that EOZ Business LLC has an available balance of $2,004,413.00. The EOZ financing commitment from the bank is $5,325,000.

Motion was made by Mr. Steffen, seconded by Mr. Holtz to approve the proof of financing for both Portage Place and EOZ Business LLC. Ms. Schreiber asked for questions or comments from the Commission or public.

NEW BUSINESS

a) **EOZ Business LLC – Approval of Statement of Benefits for Tax Abatement:** Mr. Boyn stated that EOZ has asked for a tax abatement for five years. The Common Council has approved the tax abatement with the condition that the Redevelopment Commission that created the TIF Area must adopt a resolution approving the Statement of Benefits. The Common Council approved Statement of Benefits is before you today. The statute is not clear and says the legislative body that approved the revitalization area needs to approve the statement of benefits and that would be the Common Council. The Department of Local Government Finance Regulations has decided that the Redevelopment Commission should do that. After much discussion John

Espar and I decided it was appropriate for the Redevelopment Commission to take action to cover the bases. EOZ may want to make some comments.

Motion was made by Mr. Holtz seconded by Mr. Steffen to approve the statement of benefits. Ms. Schreiber asked for questions or comments from the Commission.

Mr. Bullard asked what they [*off mic. inaudible*] would be doing.

Mr. Boyn asked what the project is going to be. EOZ can you come up and explain your project.

Dave Weaver of EOZ Business LLC stated that it is located in Zone 1-roughly six acres in front of the Aquatic Center on the southwest corner of Clark Street and Jackson Boulevard and represents [*off mic. inaudible*] retail and Class A office space.

Ms. Schreiber stated she had a copy of the plat.

Mr. Bullard stated ok, I'm up to speed.

Ms. Schreiber thanked Mr. Weaver, and asked for other questions.

Mr. Steffen asked if the abatement included the entire Zone 1 property.

Mr. Weaver stated that there are three parcels, but this abatement is just for the first building. We do plan on building 20 townhomes east of Clark Street along Hannah Street, but that is not included in the abatement. We haven't decided whether the other lot will be a hotel or mixed use, but that will be phased in over time.

Ms. Schreiber stated if the townhomes will be part of EOZ.

Mr. Weaver stated no, we will coordinate. Our hope is to continue the partnership [*off mic. inaudible*]

Ms. Schreiber asked for questions or comments from the Commission or public All were in favor and none opposed. Voice vote carried.

b) **Portage Place – Approval of Closing Request of Real Estate Purchase**: Mr. Boyn stated that Portage Place would like to close tomorrow.

Mr. Weaver stated that Portage Place has rebranded as 900 JCKSN and as of about six weeks ago we decided to move forward with the build. We have engaged DJ Construction and Pat Gross is here to talk about the process. We've been through Tech Review and there are a few loose ends to tie but we are ready to move dirt and lay the foundation. We've brought along renderings of the site plans.

Motion was made by Mr. Steffen, seconded by Mr. Holtz to approve the closing request on Portage Place. Ms. Schreiber asked for questions or comments from the Commission.

Mr. Bullard asked if the foundation permits include piers or if that is separate.

Mr. Weaver stated we plan on saving the maple tree.

Mr. Boyn stated I understand that you went through Tech Review instead of the Building Department so that they could look at the whole plan up front and advise if they found any problem areas. Tech Review did not find any problem areas and any questions were minimal.

Sommer Bowers stated that it has passed most things through Tech Review. The engineers are still working with JPR before it can be completely signed off on. They can start to move dirt but cannot start the foundation yet. The State design release has been applied for but there needs to be an amendment done because it was submitted with the wrong address.

Ms. Schreiber asked if they can start on the piers.

Ms. Sommer stated that they can move dirt and drill but they cannot start on the piers because it is related to the foundation work.

Pat Gross stated the Tech Review process does look at floor plans and elevation in a conceptual format, but the detail work is happening now. Once the submittals are wrapped up, then they will be sent to the State for a full construction release. Once that is retained then it will be taken to the Building Department for a building permit.

Mr. Weaver stated that Public Works requested seven and a half additional feet as part of the easement. There will be no public access on this property.

All were in favor none opposed. Voice vote carried.

c) **EOZ Business LLC – Approval of Closing Request of Real Estate Purchase:** Mr. Weaver stated that we already have the foundation release and have shored up this with the approval of the tax abatement. We'll firm up plans with two major tenants - Regional Bank and Community Foundation. We'll also open up 5000 square feet of co-working space and a restaurant concept

Mr. Boyn asked if there are permits to dig the foundation and pour the concrete.

Mr. Weaver stated yes, we do have State release. It's similar to the other project in that we went through Tech Review and still need building permits.

Ms. Bowers stated it has gone through Tech Review and were waiting a few things to get cleared up, but it would not hold up their construction date.

Mr. Weaver stated that the open issue is whether or not we have to file for a variance for parking.

Chris Chockley stated that he spoke with Ryan Smith and he wanted to get a count on the parking within 300 *[off mic inaudible]*

Motion was made by Mr. Bullard, seconded by Mr. Holtz to approve the close. Ms. Schreiber asked for questions or comments from the Commission and the public.

Councilman Fish (on Facebook) asked how many condos [in Portage Place] have been sold.

Mr. Weaver stated three of the 12 condos are sold.

All were in favor none opposed. Voice vote carried.

d) **Community Development Block Grant – Approval of Parks Equipment Installation Costs:**

Ms. Schreiber asked for a motion. Mr. Steffen made a motion seconded by Mr. Holtz to approve the resolution. Ms. Schreiber asked for questions or comments from the Commission and the public. All were in favor and none were opposed. Voice vote carried.

e) **Community Development Block Grant – Approval of the Purchase of Wood Chips and Concrete/ADA Installation Costs:**

Mr. Holtz made a motion seconded by Mr. Steffen to approve the resolution as submitted. Ms. Schreiber asked for questions or comments from the Commission and the public. All were in favor and none were opposed. Voice vote carried.

STAFF UPDATES

Mr. Fann introduced Ashley Elsasser as the new Assistant Director for Economic Development. Ms. Elsasser introduced herself.

Mr. Boyn stated that there should a closing on 1029-1039 S Main and the lot Adjacent to 120 W Indiana in the next week.

Mr. Fann stated that he is still gathering information from the Stereo Shop. Central Plaza is coming along nicely; and people have shown interest in 112 Division.

Ms. Elsasser stated to the Commissioners that to her understanding there is only one Façade Program and it is offered through the CDBG Program. She spoke with Tim Price of the Elkhart Urban Enterprise Association and he said they don't offer that program anymore. So does the Redevelopment Commission offer a Façade Program and is there any interest in offering that program?

Mr. Steffen asked what is offered through Aurora Capital.

Ms. Schreiber asked we have one don't we.

Mr. Boyn stated that he'd have to go back and look. We did have money in the past for a Façade Program, but I can't remember where it came from.

Mr. Steffen stated that when he looked into the program is was very narrow- Main Street only, awnings mostly with a very limited number of blocks. Paul Thomas' building didn't qualify because it was too far North, and that's a building that would really benefit from it.

Mr. Bullard stated to Ms. Elsasser bring us something.

Ms. Elsasser asked if I draft something I can bring it to the Commission for your approval, disapproval, or modification.

Mr. Boyn stated yes.

Ms. Schreiber asked Ms. Elsasser if she is contemplating CDBG funds.

Mr. Boyn stated we can use TIF money for projects of the Commission for Local Public Improvements. Local Public Improvements are defined very broadly like streets, street lighting, and publicly owned things. We might create a project for the Downtown Redevelopment area, then it will fall within the definition of Local Public Improvements. You and I would have to spend some time thinking about this and creating a legal opinion that says yes, we can do this.

Ms. Elsasser stated the she would definitely like to brainstorm and come up with something. The Façade Program that CDBG offers only has two applicants and they are still not finished with the applications; it's not because of the applicants it's because of the processes. If the Economic Development Department can have one it will be streamlined and more efficient.

Councilman Fish (on Facebook) stated to check with the Historical Commission on State monies.

OTHER BUSINESS

CORRESPONDENCE/ANNOUNCEMENTS

a) **Lerner Theatre Board 08/12/2020 Minutes**

PUBLIC COMMENT

ADJOURNMENT

There being no further discussion, the meeting was adjourned at 5:44 p.m.

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SANDI SCHREIBER, PRESIDENT

DRAFT

REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS via WeBex
Tuesday, October 13, 2020
4:00 P.M.

PRESENT IN-PERSON: SANDI SCHREIBER, WES STEFFEN, AND ALEX HOLTZ

ALSO: **LAURA MILLER, and CHAISE COPE (via Webex),**

ADAM FANN, GARY BOYN, ASHLEY ELSASSER, FRANK CASSELLA of The Bike Shop, GEORGE BYERS, AND DANA DONALD (RECORDING SECRETARY)

DRAFT

CALL TO ORDER

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

NEW BUSINESS

a) **Marbach, Brady and Weaver – Appropriating Projects Funds:** Mr. Fann stated that this appropriation is for a truck entrance to the visitor's bureau which was removed during the Jaylan Drive project. In addition, this project includes drainage improvements for Plaza Court. This appropriation is for Marbach Brady & Weaver to do the engineering design of commercial access and drainage improvements along Plaza Court.

Motion was made by Mr. Steffen seconded by Mr. Holtz to approve the resolution. Ms. Schreiber asked for questions or comments from the Commission or public All were in favor and none opposed. Voice vote carried.

b) **EOZ Business LLC – Approval of Construction Plans**: Mr. Boyn stated that it is appropriate to go on record as to whether or not we have concerns over EOZ's Construction plans as submitted so that they know that they can proceed once they get their permits.

Motion was made by Mr. Steffen seconded by Mr. Holtz to approve the construction plans as submitted to the Commission. Ms. Schreiber asked for questions or comments from the Commission or public All were in favor and none opposed. Voice vote carried.

c) **Appropriation of EOZ Closing Costs:** Mr. Boyn stated that the purchase price for the Lots 2, 3 and 4 in the River District Northwest Addition was not sufficient to offset the Commission's share of the closing costs which total $1105.00. The sum was advanced by EOZ in order to close the purchase, and it is necessary that funds be appropriated to cover the Commission's share of the closing costs and reimburse that amount to EOZ Business LLC.

Motion was made by Mr. Holtz, seconded by Mr. Steffen to approve the resolution. Ms. Schreiber asked for questions or comments from the Commission and the public. All were in favor none opposed. Voice vote carried.

d) **501 E Jackson – Approval of Funds for Roof Repair:** Mr. Fann stated that Staff has been notified by the tenant, Pizza Hut, that there is a leak in the roof. Staff asked three contractors to assess the situation and give quotes on repairs. The estimates are attached; one of the contractors did not respond. Staff requests the Commission approve the proposal from Victory Construction and approve an allocation in the amount of $1,500 from the proceeds of rent collected from Pizza Hut.

Motion was made by Mr. Steffen, seconded by Mr. Holtz to approve the resolution. Ms. Schreiber asked for questions or comments from the Commission and the public. All were in favor none opposed. Voice vote carried.

e) **500 Main LLC – Approval of Foreclosure Rights Agreement:** Mr. Boyn stated that 500 MAIN, LLC., is renovating the Hotel Elkhart in such a way that it qualifies for the historic rehabilitation tax credit; and 500 Main and its investor member, TWAIN HTC FUND VIII, LLC, the purchaser of the tax credits, have requested the Commission, and Centier Bank (its primary construction lender) agree to certain limitations of their foreclosure of mortgage remedies as set forth in the attached Foreclosure Rights Agreement. The Commission has reviewed the FRA; and finds the Project to be of substantial benefit to the City, its inhabitants and the development goals for the Downtown Redevelopment Area and TIF Area and that the FRA should be approved.

Motion was made by Mr. Steffen, seconded by Mr. Holtz to approve the resolution. Ms. Schreiber asked for questions or comments from the Commission and the public. All were in favor none opposed. Voice vote carried.

f) **South Main Streetscape:** Mr. Fann stated that Staff has been working with Public Works and CC Burke on the South Main Streetscape project for some time now. With the addition of the overpass project at Hively we will need to adjust some of the engineering. Staff is asking the Commission to appropriate $25,100 from the Consolidated TIF in order to complete the design as well as having the consultant provide a 3D rendering to the Commission and Administration.

Motion was made by Mr. Steffen, seconded by Mr. Holtz to approve the resolution. Ms. Schreiber asked for questions or comments from the Commission and the public. All were in favor none opposed. Voice vote carried.

g) **Approval of Baker Tilly Invoice:** Mr. Boyn stated that the Commission has received and reviewed the attached Invoice BTMA6922 of Baker Tilly Municipal Advisors for their continuing disclosure services related to the 2012 and 2015 Bonds for the period ending December 31, 2019 and finds the Invoice proper and acceptable.

Motion was made by Mr. Holtz, seconded by Mr. Steffen to approve the resolution. Ms. Schreiber asked for questions or comments from the Commission and the public. All were in favor none opposed. Voice vote carried.

h) **Approval of Ice Miller Invoice for Conn Services for August 2020:** Mr. Boyn stated that the Commission has acquired the realty at 1101 E. Beardsley previously referred to as the Conn site, which has environmental contamination and requires remediation, and has employed Ice Miller, LLP to provide services related to the MACOG environmental review and the collection of clean-up costs from prior owners. The Commission has reviewed the attached Ice Miller billing for Services through August 31, 2020, being Invoice 01-2055269 for $3,272.50 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.

Ms. Schreiber asked for a motion. Mr. Steffen made a motion seconded by Mr. Holtz to approve the resolution. Ms. Schreiber asked for questions or comments from the Commission and the public. All were in favor and none were opposed. Voice vote carried.

i) **Approval of August Mack Invoice for Foundry work through September 2020:** Mr. Boyn stated that the Commission has acquired the realty at 318 S. Elkhart Avenue and 201 Prairie Court previously referred to as the Elkhart Foundry property, which has environmental contamination and requires remediation, and has employed Ice Miller, LLP to pursue collection of the clean-up costs and related expenses. August Mack has been employed as an expert witness for plaintiff and has submitted invoice 64379 for services through September 4, 2020 in the amount of $44,573.75. The Commission has reviewed the attached Invoice and believes it is in the best interest of the City and its inhabitants that it be approved for payment from funds already appropriated to cover the estimated cost of the services.

Ms. Schreiber asked for a motion. Mr. Steffen made a motion seconded by Mr. Holtz to approve the resolution. Ms. Schreiber asked for questions or comments from the Commission and the public. All were in favor and none were opposed. Voice vote carried.

j) **Approval of Nelson Law Group for Star Tire services from April to June 2020:** Mr. Boyn stated that the Commission has acquired the realty at 200 and 216 N. Main previously referred to as the Elkhart Armory and Star Tire properties, which sites have environmental contamination and require remediation, and has employed Nelson Law Group to pursue collection of the estimated clean-up costs and related expenses from prior owners and insurers of the premises. The Commission has reviewed the NLG Invoice No. 20121 in the amount of $4687.50 covering services rendered from April 1 thru June 30, 2020 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 and the funds appropriated to pay the same.

Mr. Holtz made a motion seconded by Mr. Steffen to approve the resolution as submitted. Ms. Schreiber asked for questions or comments from the Commission and the public. All were in favor and none were opposed. Voice vote carried.

STAFF UPDATES

Ms. Schreiber stated that we have a presentation from The Bike Shop and it would be best to do it under "Staff Updates" since he didn't make it on the agenda.

Mr. Cassella stated after meeting with Dayna Bennett, Eric Trotter, Adam Fann, and Ashley Elsasser, he presented the options that were discussed. Procuring the former Chicken Coop property from the City for $1, the City would be willing to pave the rear parking lot and finish the alley, incorporating Jeff Helman's designs in the park area on Elkhart Avenue and Jackson Boulevard.

Mr. Holtz stated that he didn't know if we are prepared to make a decision today, but we would welcome a formal presentation at the next Redevelopment Commission meeting.

Mr. Steffen stated that he would abstain since he is an adjacent property owner.

Ms. Schreiber stated that we couldn't do anything any way since we don't have a quorum. I would like to see a more formalized presentation.

Mr. Boyn stated that part of that is set out in a development agreement and within that it requires a title commitment and you provide us (within a certain timeframe) detailed plans of what you're proposing to build which is all subject to the Building

Department's approval. That's all part of the later process. At this point when you come back to us it will be you presenting your basic concept of what you're planning to build whether it is a one-story or two-story building and how many square feet. Include whether the exterior veneer would be brick or wood or whichever you're thinking about. It would be something like that; a basic concept like you did before. Once the development agreement is in place we work through proof of financing and making sure the title is clean. When we're selling something for $1, we ran into a problem like with the EOZ deal. Now our procedure is if you are buying something for $1 then you are also responsible for paying the closing costs.

OTHER BUSINESS

Approval of Invoice – Warrick & Boyn (September 2020)
Motion made by Mr. Steffen seconded by Mr. Holtz to pay the invoice. All were in favor none opposed. Voice vote carried.

Mr. Boyn stated that we did close on 1029-1039 S Main, Portage Place, and EOZ in the last couple of weeks. So there is a lot of progress being made.

CORRESPONDENCE/ANNOUNCEMENTS

PUBLIC COMMENT

ADJOURNMENT

There being no further discussion, the meeting was adjourned at 4:39 p.m.

_____

SANDI SCHREIBER, PRESIDENT

DRAFT

RESOLUTION NO. 20-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROPRIATING FUNDING FOR THE CASSOPOLIS STREET IMPROVEMENTS

Whereas, The Commission is working with the Board of Public Works to design and bid out plans for improvements to the Cassopolis Street Corridor (the "Project") and BPW has requested $130,052.60 of additional funding (the "Additional Funding Request") to enable it to approve Change Order No. 1 (Attached) and Bid #19-16, to employ Reith Riley Construction Company to perform additional signal detection, pedestrian improvements and other work as described in the attached Change Order No. 1; and

Whereas, the Commission believes it is in the best interest of the City, the Area, and the inhabitants to approve and provide the funding for Change Order No. 1 of the Project.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the additional work to be performed by Reith Riley Construction Company for the Project as set forth in Change Order No. 1 and approves the Additional Funding Request.

2. The Commission requests the Board of Public Works approve Change Order No. 1 and execute all contracts and take all actions necessary to cause the additional work to be performed.

3. The Commission appropriates the sum of $130,052.60 from the Cassopolis Corridor Economic Development Area Allocation Area Special Fund to cover the cost of Change Order No. 1 on the Project, with any unused funds to be returned to the appropriate account.

4. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 10TH DAY OF NOVEMBER 2020.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By_____
Sandra Schreiber, President

ATTEST:

By_____
Alex Holtz, Secretary

City of Elkhart
Engineering

M E M O R A N D U M

DATE: October 02, 2020

TO: Board of Public Works

FROM: Ryan Clussman, Right-of-Way Engineer RC

RE: **Change Order Request #1: State Road 19 Corridor Improvements project – Bid #19-16**

Attached is change order request #1 for the State Road 19 Corridor Improvements project. This change order is for additional work by Reith-Riley Construction Company.

This change order is for additional signal detection and pedestrian improvements to be put in per the permit with INDOT.

This change order request is for an increase of $130,052.60 to the current contract price of $440,000.00. Approval of change order #1 would increase the current contract price to $570,052.60, resulting in a 29.6% increase from the original contract price of $440,000.00.

It is requested the Board of Public Works:
approve Change Order #1 for the State Road 19 Corridor Improvements project, Bid #19-16, for an increase of $130,052.60, bringing the current Contract price to $570,052.60.

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. One
Dated 8/20/20

Project: State Road 19 Corridor Improvements Contract No. 19-16

To: Rieth-Riley Construction Company
Contractor

You are required to make the changes noted below in the subject Contract:

City of Elkhart

By _____
President, Board of Public Works

Dated _____

Nature of Changes

CO1	Concrete Sidewalk, 4"	$8,775.00
CO1	Concrete Curb Ramp	$10,000.00
CO1	Detectable Warning Surface	$1,875.00
CO1	Remove Existing Traffic Handhole & Patch	$2,675.00
CO1	Place New Traffic Handhole	$2,675.00
CO1	3-5c/14 Signal Wire in Conduit, Bored	$4,108.80
CO1	7-5c/14 & 6-2c/16 Signal Wire in Conduit, Bored	$7,297.40
CO1	8-2c/16 & 4-5c/14 Signal Wire in Conduit, Bored	$11,406.20
CO1	18-2c/16 & 15-5c/14 Signal Wire in Conduit, Direct Bury	$9,116.40
CO1	2-5c/14 Signal Wire in Conduit, Bored	$6,741.00
CO1	2-5c/14 Signal Wire in Conduit, Direct Bury	$2,396.80
CO1	1-5c/14 Signal Wire in Conduit, Direct Bury	$1,391.00
CO1	Signal Loop Detector Box and Housing	$1,070.00
CO1	Signal Loop Detectors	$2,033.00
CO1	10-Foot Pedestal, Foundation, Push Button, and Two Ped Signals	$3,424.00
CO1	10-Foot Pedestal, Foundation, Push Button, and One Ped Signal	$29,532.00
CO1	4-Foot Pedestal, Foundation, and Push Button	$3,317.00
CO1	Final Wiring Connections	$3,424.00
CO1	12" Pipe, SDR-35	$1,120.00
CO1	Arrow Board Rental	$50.00
CO1	Vac/Jet Existing Pipes	$3,500.00
CO1	Curb Removal	$4,125.00
CO1	Surface Patching	$10,000.00
	TOTAL	$130,052.60

These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price	$ 440,000.00
Contract Price Prior to this Change Order	$ 440,000.00
Net change resulting from this Change Order	$130,052.60
Current Contract Price including this Change Order	$ 570,052.60
Current Contract Price % Change from Original Price	29.6%
Contract Time prior to this Change Order	NO CHANGE (Days or Time)
Net Time change resulting from this Change Order	NO CHANGE (Days)
Current Contract Time including this Change Order	NO CHANGE (Days or Time)

The above changes are approved:

Public Works & Utilities

BY: Ryan W Chrisman
Engineer

10/5/2020
DATE

The above changes are accepted:

By: _____
Contractor

10-5-2020
DATE

RESOLUTION NO. 20-R-_____

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

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

Whereas, the Commission has reviewed the NLG Invoice No. 20184 covering services rendered from July 1 thru September 30, 2020 (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 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 employment of $2,527.30.

2. The Commission appropriates the sum of $2,527.30 from the Downtown Allocation Area No. 1 Special Fund to pay the Invoice

3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 10th DAY OF NOVEMBER 2020.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By_____
Alex Holtz, Secretary

NELSON
LAW GROUP LLC

Michael O. Nelson
Attorney
Phone: 317-755-0661
MNelson@nelsonlawgroupllc.com

October 28, 2020

Via E-mail
Elkhart Redevelopment Commission
George Byers, Assistant Director for Community and Redevelopment
Gary Boyn, Counsel
Dana Donald, Office Services
City of Elkhart
229 South 2nd Street,
Elkhart, IN 46516
Dana.Donald@coei.org, gboyn@warrickandboyn.com,George.Byers@coei.org

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

All:

Enclosed please find a copy of our quarterly invoice **#20184,** regarding legal defense charges for the 3rd quarter, 2020 - July 1, 2020 through September 30, 2020, in the amount of **$2,527.30.**

As you know, in order to make things easier for the City, we are now sending invoices quarterly. Our next invoice will be sent in January 2021 for charges from October 1st – December 31, 2020.

Please check on our last quarterly invoice #20121, emailed September 15, 2020 as we have yet to receive payment. Please disregard this message is payment has already been arranged.

Our goal is to provide our clients with efficient, cost effective services that are aimed at resolving the issues promptly. If you have questions or comments regarding entries on the invoice or our activities, please do not hesitate to call. Our office will address any questions or concerns promptly. Please let us know if a different billing address/department/person is better suited for our invoices. Send payments to:

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

Again, please contact me if you have any questions.

Very truly yours,
Nelson Law Group LLC

Michael O. Nelson

MON:mb

NELSON
LAW GROUP LLC

8777 Purdue Road, Suite 310
Indianapolis, IN 46268

Federal Tax ID # 45-5379244

Attention:
Account # 089-1

Invoice Number: 20184
Billing through: September 30, 2020

RE: **Elkhart Redevelopment**

FEES:

DATE	TKID	DESCRIPTION	ACTIVITY/ TASK	HRs	AMT
07-13-20	MON	[redacted]	A108 L130	0.20	$25.00
07-16-20	EF	[redacted]	A103 L120	0.60	$54.00
07-29-20	MON	[redacted]	A108 L120	0.20	$25.00
08-12-20	MON	[redacted]	A108 L130	0.40	$50.00
08-24-20	CB	[redacted]	A104 L120	1.20	$150.00
08-24-20	CB	[redacted]	A103 L120	1.00	$125.00
08-24-20	EF	[redacted]	A103 L120	0.60	$54.00
08-25-20	CB	[redacted]	A102 L120	1.20	$150.00
08-26-20	MON	[redacted]	A104 L130	2.10	$262.50
08-27-20	MON	[redacted]	A109 L130	1.50	$187.50
08-27-20	MON	[redacted]	A103 L160	0.80	$100.00
08-27-20	MON	[redacted]	A103 L160	0.80	$100.00
08-27-20	CB	[redacted]	A102 L120	0.70	$87.50

08-27-20	EF	[redacted]	A103 L120	0.60	$54.00
08-28-20	CB	[redacted]	A104 L120	0.30	$37.50
08-31-20	MON	[redacted]	A105 L130	0.40	$50.00
08-31-20	MON	[redacted]	A108 L130	0.30	$37.50
09-02-20	MON	[redacted]	A104 L130	0.90	$112.50
09-02-20	CB	[redacted]	A104 L120	1.30	$162.50
09-03-20	MON	[redacted]	A103 L120	0.40	$50.00
09-03-20	MON	[redacted]	A108 L120	0.20	$25.00
09-03-20	MON	[redacted]	A103 L120	0.40	$50.00
09-03-20	EF	[redacted]	A103 L120	0.80	$72.00
09-15-20	MON	[redacted]	A103 L120	0.80	$100.00
09-28-20	MON	[redacted]	A104 L120	0.90	$112.50
09-28-20	MON	[redacted]	A103 L120	0.50	$62.50
09-28-20	MON	[redacted]	A106 L160	0.10	$12.50
09-28-20	MON	[redacted]	A103 L160	0.80	$100.00
09-28-20	EF	[redacted]	A103 L120	0.70	$63.00
09-29-20	MON	[redacted]	A105 L120	0.40	$50.00
		TOTAL FEES:			$2,522.00

TIMEKEEPER SUMMARY:

MON	Michael O. Nelson	Senior Partner	12.10	Hrs	$125.00	/hr	$1,512.50
CB	Christopher Broshears	Associate	5.70	Hrs	$125.00	/hr	$712.50
EF	Elizabeth Fatout	Paralegal	3.30	Hrs	$90.00	/hr	$297.00

EXPENSES:

07-01-20	Copying	0.20
09-01-20	Copying 51 @ 0.10	5.10

TOTAL EXPENSES: $5.30

TOTAL AMOUNT FOR THIS BILL: $2,527.30

NELSON
LAW GROUP LLC

copy/print charges through September 2020

ID	Name	Color Copy Usage	BW Copy Usage	Color Print Usage	BW Print Usage	Total
089-1	Elkhart	0	0	2		**2**
089-1	Elkhart	0	0	26	25	**51**

Nelson Law Group LLC

8777 Purdue Road
Suite 310
Indianapolis, IN 46268 USA

Telephone: 317-755-0661 Fax:

Elkhart Redevelopment Commission

229 South 2nd Street
Elkhart, IN 46516 USA

As at Oct 22, 2020

Interest Charge To Oct 22, 2020

REMINDER NOTICE

RE: Elkhart Redevelopment

Bill Date	Matter #	Inv #	Billed	Interest	Paid	Due	Rate	Aging
Sep -15-20	089-1	20121	4,687.50	0.00	0.00	4,687.50	0.00%	<=90 days
Oct -28-20	089-1	20184	2,527.30	0.00	0.00	2,527.30	0.00%	<=30 days
Totals			$7,214.80	$0.00	$0.00	$7,214.80		

Balance Due and Owing **$7,214.80**

RESOLUTION NO. 20-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITYOF ELKHART, INDIANA, APPROVING ARTS ALLIANCE CONTRACT FOR ART WALK SERVICES

Whereas, the Commission desires to renew its contract with Elkhart Arts Alliance to produce and manage the Art Walk programs for 2021 (the "Services"); and

Whereas, the Commission has received and reviewed the 2021 Contract for Services attached hereto (the "Contract") and scope of duties attached thereto and finds the same acceptable in form and content; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve Elkhart Arts Alliance as the service provider for the Art Walk programs and appropriate the funds to cover the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Elkhart Arts Alliance to provide the Services.

2. The Commission approves the Contract.

3. The Commission appropriates $30,000.00 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the Services.

4. The Officers of the Commission are authorized and directed to execute and deliver the Contract, perform all acts and enter such additional agreements as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 10th DAY OF NOVEMBER 2020.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By_____
Alex Holtz, Secretary

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 1st day of January, 2021, between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, whose address is 229 South Second Street, Elkhart, Indiana 46516 ("ERC") and Elkhart Arts Alliance, Inc. ("Contractor"), whose address is 205 S. Main Street, Elkhart, Indiana. 46516.

RECITALS

1. ERC desires to employ Contractor to perform the functions required under the ArtWalk and Arts on Main portion of the SoMa Plan, in accordance with the Implementation Strategy attached hereto as Exhibit A (the "Services").

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

AGREEMENT

1. Employment of Contractor. ERC hereby employs Contractor and Contractor agrees to perform the Services outlined herein.

2. Scope of Services. Contractor will perform the Services outlined in Exhibit A, and assist ERC in implementation of the Program. The services will be performed generally in accordance with the Proposal and Scope of Work attached hereto as **Exhibit A.** Contractor will provide quarterly progress reports to ERC together with time records verifying the work performed on the project during the reporting period.

3. Compensation. Contractor will be paid for the Services performed in 2021 a fee of $30,000.00, in semi- annual installments of $15,000 each as of March 1 and June 1. Contractor will submit requests for payment in the form and manner directed by the Elkhart City Controller.

4. Independent Contractor. Contractor shall perform as an independent contractor, and not as an agent or employee of the ERC. Contractor shall not have the right, power or authority to act on behalf of the ERC or bind the ERC to any contract. Contractor shall carry adequate insurance to cover its personnel and itself from any liability for injury to person or property arising from the performance of its duties, including workmen's compensation insurance for its employees, and will provide proof of such insurance to ERC, on request.

5. Taxes. Contractor shall be responsible to pay its own taxes incurred from income generated on this project, and understands that ERC will not withhold or pay on behalf of Contractor, or any of Contractor's employees: (a) federal, state or local income taxes; (b) any other payroll tax or social security tax, nor (c) any employee benefits.

6. Indemnification. Contractor shall indemnify and hold the City of Elkhart and ERC harmless from and against all loss, damage, cost or expense, including attorney fees, by reason of any claim arising as a result of Contractor's performance of Services for ERC.

7. Default. If ERC fails to pay Contractor as and when due for its services, or Contractor fails to perform as required hereunder, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, then the non defaulting party may claim

default, and terminate this Agreement. ERC will be responsible to pay for work actually performed by Contractor to the date of default, excluding any excess costs incurred in replacing Contractor and completing Contractor's duties.

8. Bankruptcy, Insolvency. As this is a personal service contract, and ERC is relying on the expertise of Contractor and its ability to complete the entire scope of work, the parties agree that if an Order for Relief is entered against the Contractor under the US Bankruptcy Code, or Contractor makes an Assignment for the Benefit of Creditors, or a Receiver is appointed for Contractor, this Agreement shall terminate immediately, without further liability to Contractor, except for payment for those Services already performed all in accordance with the Default provision herein, and ERC shall have the right to replace Contractor.

9. Term. This contract will terminate as of December 31, 2021, unless the parties have agreed in writing to renew and extend the contract for another year. Any such renewal and extension will be subject to the availability of continued funding from either the Elkhart Redevelopment Commission or the City of Elkhart. Notwithstanding the above, either party may terminate this Agreement at any time by providing the other 60 days' prior written notice, in which event all Services will be terminated. In the event of such termination, ERC will pay for only those Services actually performed.

10. Certification of Compliance. Attached hereto as **Schedule 1** is Contractor's signed Certification of Compliance with I.C. 22-5-1.7, which is incorporated herein by reference.

11. Notices. Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown above by means sufficient to show return receipt.

12. Assignment. This contract is not assignable.

13. Amendment. This contract may only be amended in writing, signed by the parties hereto.

14. Entire Agreement. This contract contains the entire agreement of the parties, and all prior negotiations and discussions are merged herein.

15. Applicable Law, Blue Penciling. This contract shall be construed in accordance with the laws of the State of Indiana. If any provision is found by a court of competent jurisdiction to be unenforceable, such provision will be deemed stricken herefrom, and the remainder of the contract shall continue in full force and effect.

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

City of Elkhart, Indiana Redevelopment Commission

By: _____
Sandra Schreiber, President

Elkhart Arts Alliance, Inc.

By: _____
Steve Gruber, Executive Director

SCHEDULE 1

CERTIFICATION OF COMPLIANCE WITH I.C. 22-5-1.7

Contractor affirms to the City of Elkhart, Indiana, ("City") under the penalties of perjury:

E-VERIFY REQUIREMENT:

1. All terms defined in Indiana Code 22-5-1.7 et.seq. apply hereto.

2. .Contractor shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

3. Contractor does not knowingly employ an unauthorized alien.

4. Any subcontractor under this Agreement shall be required to certify by affidavit that it does not knowingly employ or contract with unauthorized aliens, and it has enrolled and is participating in the E-Verify program. Contractor shall maintain a copy of such certification for the duration of each subcontract.

5. Contractor and Subcontractors shall have 30 days after notice of any violation of these terms to cure the same ("Cure Period"). Should the violation not be remedied within the Cure Period, City shall have the right to terminate this Agreement without liability to Contractor or Subcontractor.

6. The E-Verify requirements will not apply should the E-Verify program cease to exist.

ANTI-IRAN INVESTMENT REQUIREMENT

Contractor certifies that it is not now engaged in investment activities in the Country of Iran and it understands that providing a false certification could result in fines, penalties, and civil action against it.

Dated: _____, 20___.

CONTRACTOR:

_____

In January 2021, a program manager (Liz Shenk) was hired to produce the ArtWalk series and to curate the community gallery Arts on Main. She left in October 2019 to take a job in healthcare. After six years of operating Arts on Main community gallery, it was decided to close the gallery and to concentrate on strengthening and supporting ArtWalk. An office and storage space were secured at the Greater Elkhart Chamber of Commerce and a search was begun to find an operator for ArtWalk.

In November 2019, a $40,000 appropriation was granted by the City of Elkhart Redevelopment Commission and other income sources were sought for the 2020 calendar (Fiscal) year.

2020

A downtown merchant agreed to plan and organize the ArtWalk series. Training for her began in January 5,000 rack cards advertising the 2020 ArtWalk schedule were printed and began to be distributed. Because of covid-19 restrictions, the April ArtWalk was canceled. The next 2 ArtWalks were "tentative" but each was ultimately canceled because of health/ exposure uncertainties. Ultimately, the entire series of seven monthly 2020 ArtWalks were canceled.

The merchant who was being trained to manage the ArtWalk series turned her attention back to her primary business. Alyse Chinnock, a former ArtWalk artist participant and former Arts Alliance board member moved back to the Elkhart area in August. She was approached about planning and managing the 2021 ArtWalk series and she agreed. Training and orientation began in early Sept. 2020.

It was decided to offer an artist showcase ("Maker's Market") on Sat. Oct. 24, 2020 on the covered patio at Iechyd da Brewing Co., featuring jewelry, pottery and live music from local artists. It was well-received and artists' wares sold very well, despite the chilly weather. Alyse organized the event.

A five panel abstract project began at a commercial garage @ Jauriet Ct. (rear entrance to Five Star Dive Bar) will be installed in Nov. 2020. The largest mural in ElkhART Alley (adj. 214 S. Main) was defaced by graffiti. We will attempt paint removal to preserve the image this winter. This was one of 3 large-scale murals mounted onto steel frames that are meant to "travel" to new sites.

2021

The below ArtWalk schedule will be announced in Jan. 2021 and added to community calendars. It remains to be seen whether larger public assemblies can resume safely and in accordance with local health guidelines.

ArtWalk Schedule – 2021
2nd Wednesdays: April 14 • May 12 • June 16 • July 14 • Aug. 18 • Sept. 15 • Oct. 13

Lining up artists and host sites will be part of the responsibilities of the ArtWalk manager, Alyse Chinnock. This takes a lot of recruitment and follow-up as well as reinforcing the parameters for ArtWalk evenings. Orienting and scheduling musicians will be the responsibility of Mike Keagle, who is an accomplished local musician and owner of Michiana Musicians Co-op. Alyse is also responsible for enlisting community volunteers to help with ArtWalk logistics.

Alyse will also manage social media posts, deciding when to boost and also scheduling PSAs and placing (limited) advertising. The outlet from which we've seen the most response from the general public is facebook, followed by WVPE and free live feature spots on ABC-57; WSBT and WNDU.

Revisiting planned mural projects at Northside Middle School, Elkhart High School and in the ElkhART Alley downtown will be a priority of 2021 – adding new artwork and new artists to the mix.

FUNDING: Because of the extraordinary circumstances of the pandemic, the Arts Alliances seeks to draw down the remaining 50% ($20,000) from 2020 in Feb. 2021. Our 2021 Request is for $30,000 (representing a 25% decrease from $40,000 appropriation for 2020.

Cash Basis

Elkhart Arts Alliance, Inc.

FY 2020 BUDGET vs. ACTUAL - Program + Operating

10/28/2020

		A	B	C	D	E	F
	2020 - TARGET USE OF FUNDS	EXPENSE BUDGET	PROGRAM BUDGET	OPERATION BUDGET	EXPENSE ACTUAL	ACTUAL PROGRAM	ACTUAL OPERATION
	BUDGET ITEM EXPENSE	TOTAL AMT	ArtWalk	Alliance Ops	TOTAL AMT	ArtWalk	Alliance Ops
1	Mgmt. Services -Cherokee Rose Partners	$ 28,000.00	$ 22,000.00	$ 6,000.00	$ 10,000.00	$ 8,000.00	$ 2,000.00
2	Occupancy Costs - Chamber of Commerce	$ 3,000.00		$ 3,000.00	$ 3,300.00		$ 3,300.00
3	Liability Insurance	$ 1,044.00		$ 1,044.00	$ 1,044.00		$ 1,044.00
4	Design Services - web & print*	$ 4,000.00	$ 4,000.00		$ 491.00	$ 491.00	$ -
5	Advertising Placement - print, digital*	$ 17,000.00	$ 15,000.00	$ 2,000.00	$ 180.00	$ 180.00	$ -
6	Content Management (web & sm)*	$ 4,000.00	$ 4,000.00		$ 300.00	$ 300.00	$ -
7	Musicians Fees - ArtWalk/ Concerts	$ 12,000.00	$ 12,000.00		$ 400.00	$ 400.00	$ -
8	Food & Beverage	$ 2,500.00	$ 2,000.00	$ 500.00	$ 30.00	$ 30.00	$ -
9	Professional Fees (legal, bookkpr)	$ 2,400.00		$ 2,400.00	$ 600.00		$ 600.00
10	Supplies - office & misc.	$ 1,200.00	$ 1,000.00	$ 200.00	$ 127.60		$ 127.60
	TOTALS	$ 75,144.00	$ 60,000.00	$ 15,144.00	$ 16,472.60	$ 9,401.00	$ 7,071.60

		INCOME BUDGET	PROGRAM	OPERATION	INCOME ACTUAL	PROGRAM	OPERATION
	2020 - TARGET SOURCE OF FUNDS						
	BUDGET INCOME SOURCE	TOTAL AMT	ArtWalk	Alliance Ops	TOTAL AMT	ArtWalk	Alliance Ops
11	City of Elkhart - Redev. Comm.	$ 40,000.00	$ 35,000.00	$ 5,000.00	$ 20,000.00	$ 9,401.00	$ 7,071.60
12	Community Foundation of Elkhart Co.	$ 15,000.00	$ 10,000.00	$ 5,000.00	$ -	$ -	$ -
13	1st Source Bank	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
14	ECCVB	$ 10,000.00	$ 10,000.00		$ -	$ -	$ -
15	Corp. Contributions	$ 2,000.00	$ 2,000.00		$ -	$ -	$ -
16	Individual Contributions	$ 2,000.00	$ 2,000.00		$ -	$ -	$ -
17	INOVA Federal Credit Union	$ 1,000.00	$ 1,000.00		$ -		$ -
18	Misc. Incidental income/ Fees	$ 144.00		$ 144.00	$ -		
	TOTALS	$ 75,144.00	$ 60,000.00	$ 15,144.00	$ 20,000.00	$ 9,401.00	$ 7,071.60

1 $10,000 (36%) of $28,000 budget for Mgmt expended - planning/ training

11 City of Elkhart = only ACTUAL confirmed 2020 Income Source disbursement
Drew down $20,000 in Feb 2020/ $20k bal. from 2020 remains @ City

Less Expenses: $ (16,472.60)

Net Balance: $ 3,527.40

Cash Basis

Elkhart Arts Alliance, Inc.

FY 2021 BUDGET - Program + Operating

10/28/2020

	2021 - TARGET USE OF FUNDS	A EXPENSE BUDGET	B PROGRAM BUDGET	C OPERATION BUDGET
	BUDGET ITEM EXPENSE	**TOTAL AMT**	**ArtWalk**	**Alliance Ops**
1	Mgmt. Services - Alyse Chinnock	$ 24,000.00	$ 22,000.00	$ 2,000.00
2	Occupancy Costs - Chamber of Commerce	$ 3,600.00		$ 3,600.00
3	Liability Insurance	$ 1,072.00		$ 1,072.00
4	Design Services - web & print	$ 4,000.00	$ 3,500.00	$ 500.00
5	Advertising Placement - print, digital, radio	$ 6,300.00	$ 6,300.00	
6	Content Management (web & sm)	$ 1,000.00	$ 1,000.00	
7	Musicians Fees - ArtWalk	$ 12,000.00	$ 12,000.00	
8	Food & Beverage	$ 1,000.00	$ 750.00	$ 250.00
9	Professional Fees (legal, bookkpr)	$ 600.00		$ 600.00
10	Supplies - office & misc.	$ 500.00	$ 350.00	$ 150.00
	TOTALS	**$ 54,072.00**	**$ 45,900.00**	**$ 8,172.00**

	2021 - TARGET SOURCE OF FUNDS	INCOME BUDGET	PROGRAM	OPERATION
	BUDGET INCOME SOURCE	**TOTAL AMT**	**ArtWalk**	**Alliance Ops**
11	City of Elkhart - Redev. Comm. 2020 Bal.	$ 20,000.00	$ 20,000.00	
12	City of Elkhart - Redev. Comm. 2021 Req.	$ 30,000.00	$ 24,000.00	$ 6,000.00
13	1st Source Bank	$ 1,000.00	$ 1,000.00	
14	ECCVB	$ -		
15	Corp. Contributions	$ 1,000.00		$ 1,000.00
16	Individual Contributions	$ 1,000.00	$ 528.00	$ 472.00
17	INOVA Federal Credit Union	$ 1,000.00	$ 300.00	$ 700.00
18	Misc. Incidental income/ Fees	$ 72.00	$ 72.00	
	TOTALS	**$ 54,072.00**	**$ 45,900.00**	**$ 8,172.00**

11 & 12 - 88% of combined 2020 remaining bal + 2021 new request targeted to ArtWalk only

14 Vistors Bureau (ECCVB) - not able to fund due to sharp decline in hotel room % income

- Community Foundation has availed total $120,000 toward ArtWalk/ Alliance 2016-2019. That obligation has been fulfilled & Alliance not eligible for add'l funds until 2022

RESOLUTION NO. 20-R-_____

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF CASSOPOLIS STREET CORRIDOR ALLOCATION AREA FUNDS FOR ECCVB PREMIER EXIT STUDY IMPLEMENTATION

WHEREAS, the Commission has previously contracted with the Elkhart Convention & Visitors Bureau (the "Bureau") to study development options to promote Exit 92 and the NorthPointe area as a premier stop along the Indiana Toll Road (the "Project"); and

WHEREAS, the Bureau is developing and implementing a collaborative marketing campaign and has presented a marketing and investment strategy for 2021 to carry out the Project (the "Strategy"); and

WHEREAS, the Commission has determined that the Strategy is sound and funding should be provided for implementation of the Strategy, in accordance with the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Strategy and the terms of the attached Agreement.

2. The Commission appropriates from the Cassopolis Street Corridor Allocation Area Special Fund the sum of $100,000.00 for implementation in 2021.

3. Such appropriation shall continue in effect until the completion of the Project. Any surplus shall be credited to the proper fund as provided by law.

ADOPTED BY MAJORITY VOTE AT A PUBLIC MEETING HELD ON THE 10TH DAY OF NOVEMBER, 2020.

ELKHART REDEVELOPMENT COMMISSION

BY _____
Sandra Schreiber, President

ATTEST:

BY _____
Alex Holtz, Secretary

pm\elkredevelopment-exit92\resolution exit 92\gdb\mj

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 1st day of January, 2021, between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, whose address is 229 South Second Street, Elkhart, Indiana 46516 ("City") and the Elkhart County Convention & Visitors Bureau ("Contractor"), whose address is 3421 Cassopolis Street, Elkhart, IN 46514.

RECITALS

1. City is interested in continuing to support and implement the plan to promote the Gateway Mile through a collaborative marketing campaign in accordance with the 2021 Implementation Plan presented by the Contractor attached hereto (the "Services"); and

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

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

AGREEMENT

1. Employment of Contractor. City hereby employs Contractor to perform, and Contractor agrees to perform, the Services.

2. Compensation. City will provide Contractor, for the 2021 Services to be performed, a grant of $70,000. Contractor will submit a written annual report describing the services performed to date and the results attained.

3. Independent Contractor. Contractor shall perform as an independent contractor, and not as an agent or employee of the City. Contractor shall have no power or authority to act on behalf of the City or bind the City to any contract. Contractor shall carry adequate insurance to cover his employees, if any, and himself from any liability for injury to person or property arising from the performance of his duties, including workmen's compensation insurance for his employees, and will provide proof of such insurance to City, on request.

4. Taxes. Contractor shall pay its own taxes incurred from income generated on this project, and understands that City will not withhold or pay on behalf of Contractor or any of Contractor's employees: (a) federal, state or local income taxes; or (b) any other payroll tax or social security tax.

5. Indemnification. Contractor shall indemnify and hold City harmless from and against all loss, damage, cost or expense, including attorney fees, by reason of any claim arising as a result of Contractor's performance of his duties hereunder.

6. Default. If City fails to pay Contractor as and when due for his services, or Contractor fails to perform as required hereunder, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, then the non defaulting party may claim

default, and terminate this Agreement. City will be responsible to pay for work actually performed by Contractor to the date of default, excluding any excess costs incurred in replacing Contractor and completing Contractor's duties, and Contractor will refund to City that portion of the grant funds prorated as to the portion of the calendar year remaining.

7. Bankruptcy, Insolvency. As this is a personal service contract, and City is relying on the expertise of Contractor and Contractor's ability to complete the entire scope of work, the parties agree that if an Order for Relief is entered against the Contractor under the US Bankruptcy Code, or Contractor makes an Assignment for the Benefit of Creditors, or a Receiver is appointed for Contractor, this Agreement shall terminate immediately, without further liability to Contractor, except for payment for those Services already performed all in accordance with the Default provision herein, and City shall have the right to replace Contractor.

8. Term. The term of this Contract shall be January 1, 2021 to December 31, 2021.

9. Certification of Compliance. Attached hereto as **Schedule 1** is Contractor's signed Certification of Compliance with I.C. 22-5-1.7, which is incorporated herein by reference.

10. Notices. Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown above by means sufficient to show return receipt.

11. Assignment. This contract is not assignable without the express written consent of City.

12. Amendment. This contract may only be amended in writing, signed by the parties hereto.

13. Entire Agreement. This contract contains the entire agreement of the parties, and all prior negotiations and discussions are merged herein.

14. Applicable Law, Blue Penciling. This contract shall be construed in accordance with the laws of the State of Indiana. If any provision is found by a court of competent jurisdiction to be unenforceable, such provision will be deemed stricken herefrom, and the remainder of the contract shall continue in full force and effect.

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

16. Ownership of Documents - All documents, including original drawings, estimates, specifications, field notes and data are the property of the City. The consultant may retain reproducible copies of drawings and other documents.

(The remainder of this page left blank)

City of Elkhart, Indiana
Department of Redevelopment

By_____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Elkhart County Convention & Visitors Bureau

_____
_____ Executive Director

SCHEDULE 1

CERTIFICATION OF COMPLIANCE WITH I.C. 22-5-1.7

Contractor affirms to the City of Elkhart, Indiana, ("City") under the penalties of perjury:

E-VERIFY REQUIREMENT:

1. All terms defined in Indiana Code 22-5-1.7 et.seq. apply hereto.

2. .Contractor shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

3. Contractor does not knowingly employ an unauthorized alien.

4. Any subcontractor under this Agreement shall be required to certify by affidavit that it does not knowingly employ or contract with unauthorized aliens, and it has enrolled and is participating in the E-Verify program. Contractor shall maintain a copy of such certification for the duration of each subcontract.

5. Contractor and Subcontractors shall have 30 days after notice of any violation of these terms to cure the same ("Cure Period"). Should the violation not be remedied within the Cure Period, City shall have the right to terminate this Agreement without liability to Contractor or Subcontractor.

6. The E-Verify requirements will not apply should the E-Verify program cease to exist.

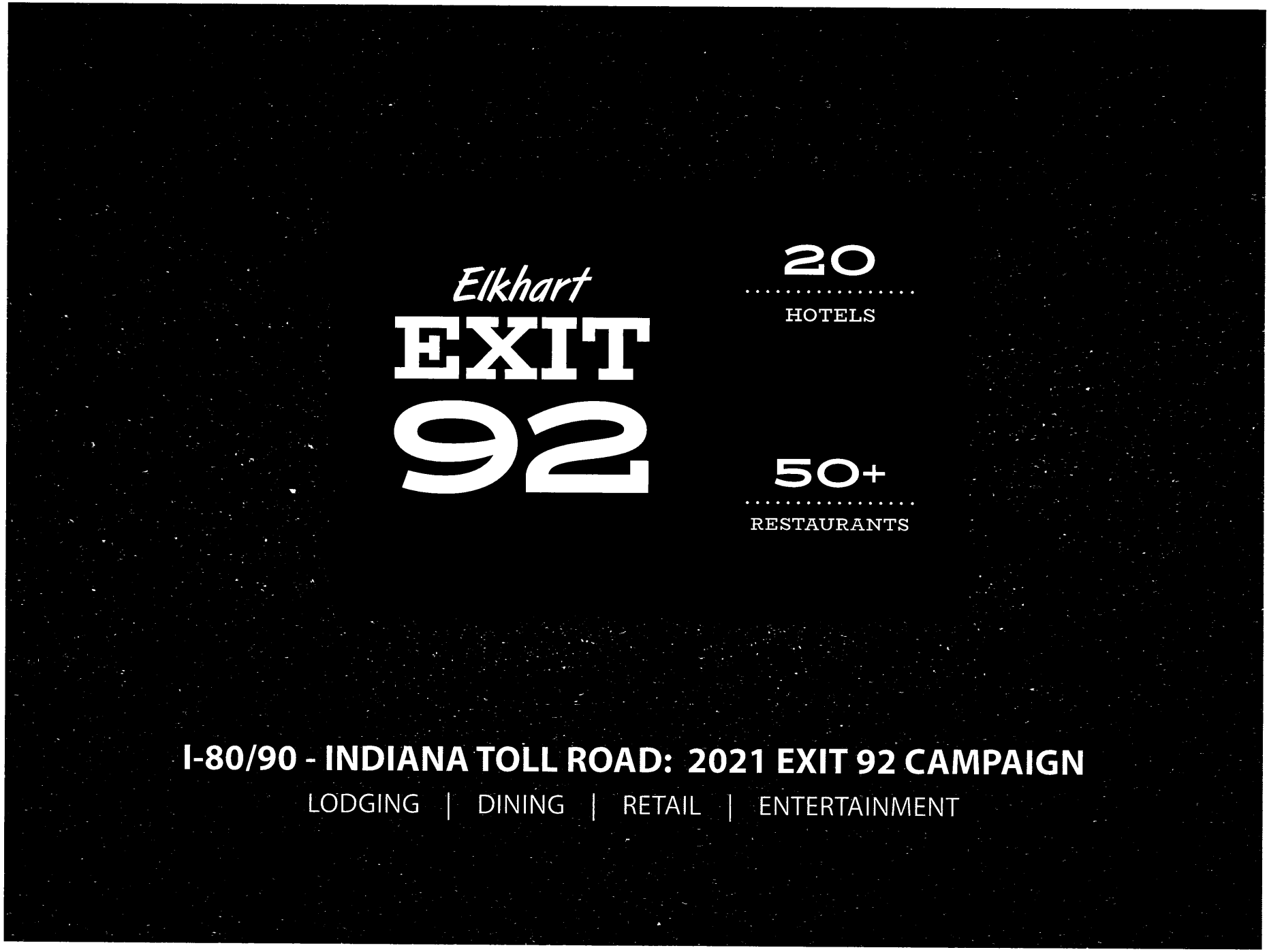
ANTI-IRAN INVESTMENT REQUIREMENT

Contractor certifies that it is not now engaged in investment activities in the Country of Iran and it understands that providing a false certification could result in fines, penalties, and civil action against it.

Dated: _____, 20___.

CONTRACTOR:

_____


Elkhart
EXIT
92
20
HOTELS
50+
RESTAURANTS
I-80/90 - INDIANA TOLL ROAD: 2021 EXIT 92 CAMPAIGN
LODGING | DINING | RETAIL | ENTERTAINMENT

The Story

Elkhart EXIT 92

The Cassopolis Street corridor has seen tremendous growth and improvements over the past few years. In 2020, despite COVID-19, the Cassopolis Street corridor saw four new hotels open and four new restaurants open or under construction. The immeasurable value of the more than 65 million vehicles traveling the I-80/90 Indiana Toll Road continues to be the driving force behind the success of this corridor.

With highly visible, Exit 92 branded billboards along the road combined with eye-catching printed collateral and digital content in every rest stop, it did not go unnoticed by hoteliers that the Exit 92 campaign helped reach the transient traveler market segment - the only segment to continue to move with consumer confidence during the pandemic.

Between 2017 and 2019, the North Pointe/Cassopolis Street hotels experienced a 6% increase in demand which was above the national average. With strong, leading hotel brands such as Holiday Inn Express, Courtyard by Marriot, Hilton Home 2 Suites and Hilton Tru calling the Cassopolis Street corridor home, it's a testimony to the strength of our community and the immediate access to Exit 92 at I-80/90.

As COVID-19 continues, the transient traveler market segment will be vital to the success of the vast number of hotels, restaurants and retail services located along the Cassopolis Street corridor, many of which employ city of Elkhart residents.

Objective

Elkhart EXIT 92

The Elkhart County, IN Convention & Visitors Bureau (ECCVB) in partnership with the Redevelopment Commission will utilize Elkhart City Tax Increment Financing (TIF) and ECCVB funds to promote I-80/90 Exit 92 as the premier stop along the Indiana Toll Road through a comprehensive marketing campaign.

The goal of the campaign is to increase the demand for hotel, restaurant and retail services in the Cassopolis Street area and just beyond, resulting in more patrons at restaurants, more rooms sold, and higher retail sales.

The primary message is Exit 92 provides the density and proximity of lodging, retail and dining brands that are known and trusted. In addition, the message highlights locally owned businesses, engaging attractions and the close proximity to Downtown Elkhart.

Approach

- Target the 12.5 million travelers using the eight travel plazas currently in operation with a comprehensive campaign highlighting Exit 92 as the premier stop along the Indiana Toll Road

- Create an awareness to the over 65 million vehicles traveling the Indiana Toll Road annually of the density and quality of hotel, restaurant and retail services directly located at Elkhart Exit 92

- Build a marketing platform that allows lodging, retail and dining brands to tie-in to the campaign and cross promote with special offers and incentives

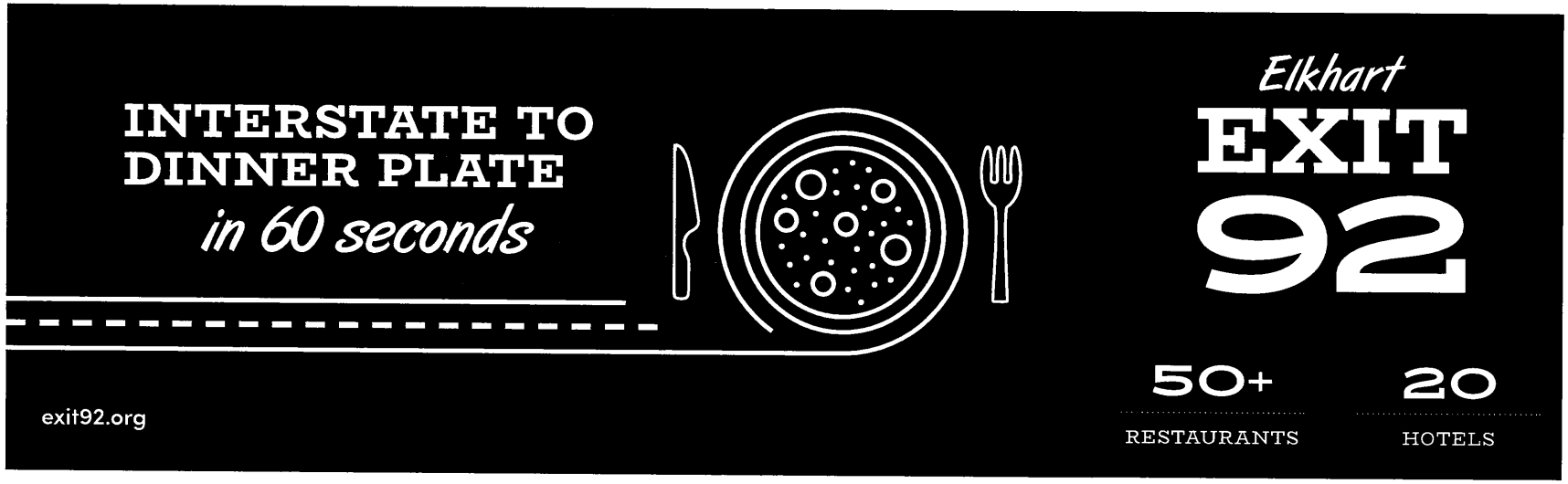
- All messaging, when appropriate, will communicate a downtown destination experience

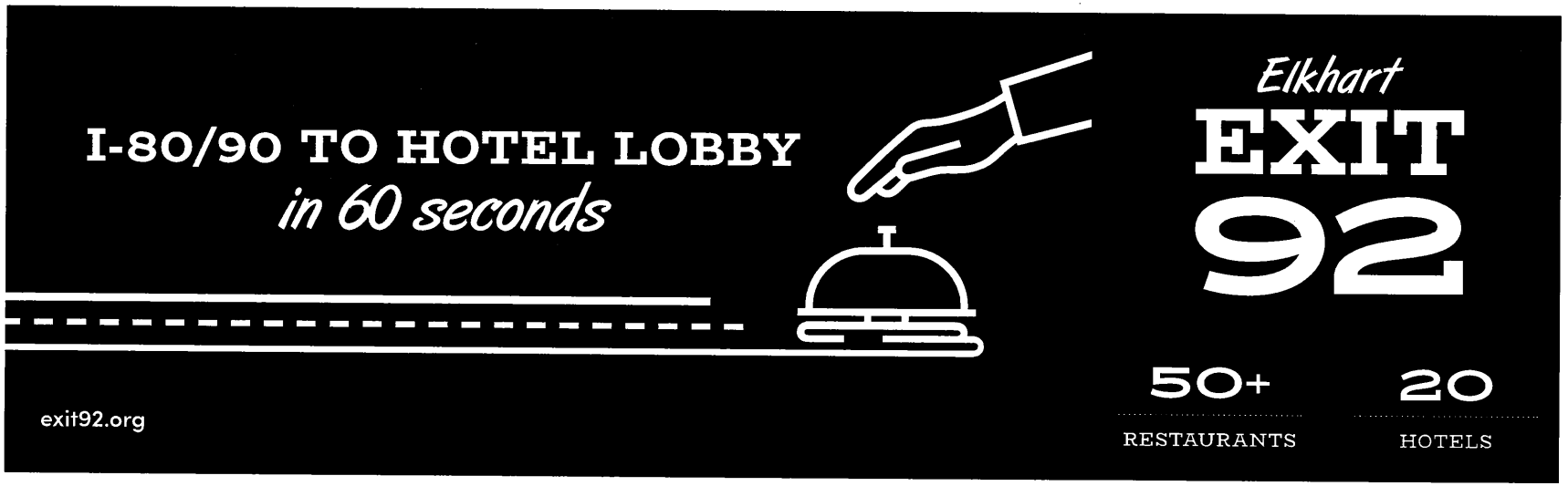
Tactics

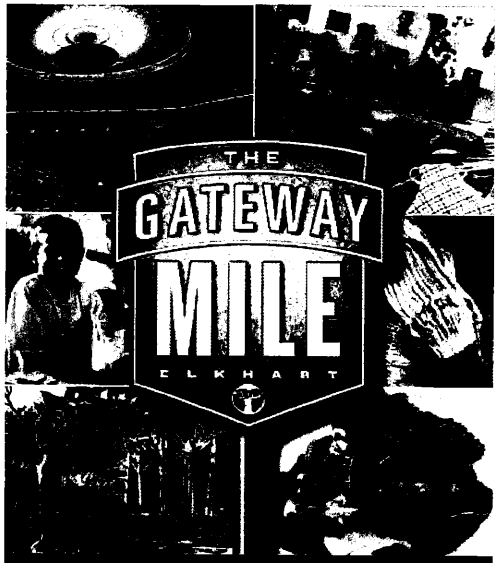
- Continue creative concept for Exit 92 branding

- Produce a comprehensive campaign including:

  - *Outdoor billboards along Indiana Toll Road*
  - *Rack Card Distribution on Indiana Toll Road, Ohio Turnpike and Illinois I-94 (15,000 printed)*
  - *I-80/90 Travel Plaza Lobby Signage & Video Screens*
  - *Hotel Takeover (daily 4pm to 8pm) on all I-80/90 Travel Plaza Video Screens*
  - *Toll Road Map Ad Placement (125,000 printed)*
  - *Toll Road Exit-by-Exit Guide Ad Placement (250,000 printed)*
  - *Content on dedicated Exit92.org website*
  - *Digital Ad Placement (Waze, Facebook)*
  - *Digitally geo-target travelers with the following strategies*
    1. *Digital geo-located placements along the I-80/90 Indiana Toll Road and at travel centers*
    2. *Digital geo-located placements at I-294/I-94 exchange, I-65, I-69 and I-80/90 Ohio Turnpike*
    3. *Digital geo-located placements at the University of Notre Dame campus during events and games*
    4. *Digitally re-target users who recently visited the area*
    5. *Digitally target people who are currently traveling in areas around Exit 92*


INTERSTATE TO
DINNER PLATE
in 60 seconds
Elkhart
EXIT
92
50+
RESTAURANTS
20
HOTELS
exit92.org


I-80/90 TO HOTEL LOBBY
in 60 seconds
Elkhart
EXIT
92
50+
RESTAURANTS
20
HOTELS
exit92.org



Just 7 minutes south of Exit 92

Welcome to Downtown Elkhart's Gateway Mile.

It's packed with inviting sites and stops, just steps from Main Street's restaurants, shops and pubs. Along the way, discover outdoor art in urban settings, indoor places with storied pasts, gorgeous gardens and eclectic events.

Highlights include:

Wellfield Botanic Gardens, Ruthmere Mansion, Havilah Beardsley House, NIBCO Water & Ice Park, Midwest Museum of American Art, Lerner Theatre, National New York Central Railroad Museum and the RiverWalk Culture Trail.

Fine & casual dining, unique shopping, year-round events and free parking throughout the Garden, RiverWalk and A&E Districts.

Do Downtown ***Elkhart***

GatewayMile.com | 800.294.8223

Elkhart
EXIT 92

20
HOTELS

50+
RESTAURANTS

I-80/90 TO HOTEL LOBBY *in 60 seconds*

Best Western Inn & Suites
Candlewood Suites
Comfort Suites
Country Inn & Suites
Econo Lodge
Fairfield Inn & Suites
Hampton Inn
Hilton Garden Inn
La Quinta Inns & Suites
Microtel Inn & Suites
Quality Inn & Suites
Red Roof Inn
Sleep Inn
Staybridge Suites
Super 8
Turnpike Motel

Opening Soon: Four Points by Sheraton & Holiday Inn Express

VISITOR CENTER
Behind Cracker Barrel | Staffed Monday – Saturday

LESS THAN 7 MINUTES FROM
Unique local eateries & Downtown Elkhart's RiverWalk
FREE, super-sized Quilt Gardens & Murals *(June - September)*
Northern Indiana's Amish Country
15 gas stations & service centers / 5 pharmacies
Super Walmart, PetSmart, Planet Fitness, Lowe's & Menards

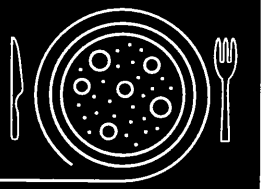
exit92.org | 800.262.8161

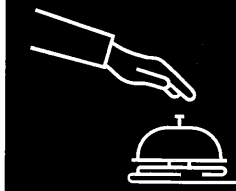
Elkhart
EXIT 92

20
HOTELS

50+
RESTAURANTS

INTERSTATE TO
DINNER PLATE





I-80/90 TO
HOTEL LOBBY

in 60 seconds

exit92.org | 800.262.8161

Elkhart EXIT 92... *brands you know and love!*

Best Western Inn & Suites
Candlewood Suites
Comfort Suites
Country Inn & Suites
Econo Lodge
Fairfield Inn & Suites
Four Points by Sheraton *(coming soon!)*
Hampton Inn
Hilton Garden Inn
La Quinta Inns & Suites
Holiday Inn Express *(coming soon!)*
Microtel Inn & Suites
Quality Inn & Suites
Red Roof Inn
Sleep Inn
Staybridge Suites
Super 8

Applebee's
Buffalo Wild Wings
Burger King
Cracker Barrel
Culver's
Dunkin' Donuts
McDonald's
Noodles & Company
Olive Garden
Panda Express
Penn Station
Perkins
Qdoba
Red Lobster
Starbucks
Steak 'n Shake
Taco Bell
Texas Roadhouse

Elkhart County Visitor Center
219 Caravan Drive, Elkhart
(just off I-80/90 at Exit 92)

Staffed Visitor Center Hours:
Mon - Fri 8am - 5pm, Sat 9am - 4pm

Free maps, area guides, trip tips, quilt exhibit & coffee. Bus and RV friendly.

MORE TO DO AT EXIT 92

Unique local eateries & Downtown Elkhart's RiverWalk
FREE, super-sized Quilt Gardens & Murals (May 30 - October 1)
Northern Indiana's Amish Country
15 gas stations & service centers / 5 pharmacies
Walmart, PetSmart, Planet Fitness, Lowe's & Menards

The above represents only a partial list of options and amenities at Exit 92.

exit92.org | 800.262.8161

Elkhart
EXIT 92

INTERSTATE TO DINNER PLATE *in 60 seconds*

UNIQUE DINING

523 Tap & Grill
523 South Main Street
574.523.1523 | 523TapAndGrill.com
Bistro fare with a Mediterranean flair; calamari, pastas, filet. Full bar. Lounge area.

Artisan
505 South Main Street
574.355.3355 | ArtisanRIkhart.com
Contemporary French-American cuisine.

Chubby Trout Brewbarn and Eatery
3421 Plaza Court
574.264.5700 | ChubbyTrout.com
Fun people ... serious food and brews.

Kao's
201 West Marion Street
574.389.1674 | Kaoselkhart.business.site
Authentic Cambodian,Thai Cuisine, Bubble Teas & fruit smoothies.

Iechyd Da Brewing Company (21+)
317 North Main Street
574.293.0506 | IechydDaBrewingCompany.com
Handcrafted ales, lagers, pizzas, sandwiches.

The Vine
214 South Main Street
574.970.5006 | TheVineSB.com
Upscale bistro fare. Terrific pasta and salads.

BAR & GRILL

Flippin' Cow
51330 SR 19 N | 574.266.0606
Daily specials; live music Thursday - Saturday.

Pete's Simonton Lake Tavern
51426 SR 19 N | 574.264.9033
Daily specials; live bands on weekends.

BUFFET

North Garden
2900 Cassopolis Street | 574.266.8801
Wide variety of Chinese and American options on buffet.

CAFÉ / DELI

Old Style Deli
200 South Main Street
574.295.2133 | OldStyleDeli.com
Food made with heart, soul & love - all fresh!

The Electic Brew
113 East Lexington Street | 574.293.4864
Brews, gift baskets, wraps. Carry out too!

CASUAL DINING

Bangkok Place Thai
26084 County Road 6 | 574.264.0402
Cheery, low-key bistro serving classic Thai dishes and many vegetarian options.

Buffalo Wild Wings
522 Windsor Avenue | 574.226.0311

Callahan's
2917 Cassopolis Street | 574.262.3151
Serving a wide range of breakfast, lunch and dinner items.

Cracker Barrel
26433 Northpointe Boulevard | 574.264.6963

DaVinci's Italian Family Restaurant
2720 Cassopolis Street | 574.264.6248
Family-owned, serving great Italian food since 1992.

E-L-Camino-Real
290 County Road 6 | 574.266.8088

Jo Jo's Pizzeria
51513 SR 19 N | 574.264.4579

King Wha Chinese Restaurant
2819 Cassopolis Street | 574.266.0285

Martin's Side Door Deli
120 Sanford School Road (CR 4) | 574.264.6505
signature soups, rotisserie chicken salad and grilled panini sandwiches.

McAlister's Deli
285 County Road 6, Ste A | 574.621.3280

Michaels
528 South 6th Street | 574.522.3664
Family-owned and operated since 1917 serving authentic Italian dishes.

CASUAL DINING (cont)

MOD Pizza
285 County Road 6, Ste B | 574.696.4138

Noodles & Company
405 County Road 6 | 574.264.5511

Olive Garden
3003 Brittany Court | 574.266.1994

Perkins Restaurant & Bakery
107 Northpointe Boulevard | 574.264.2541

Pizza Hut
1654 Cassopolis Street | 574.262.3655

Qdoba
405 County Road 6 | 574.264.4436

Red Lobster
3009 Brittany Court | 574.264.4115

Simonton Lake Drive-In
3724 Cassopolis Street | 574.264.6726
Courteous car hops with serving trays laden with delicious fries, burgers and an ice cold frosted mug of root beer. Open seasonally.

Sakura Hibachi and Sushi
151 County Road 6 | 574.333.3831
Traditional and contemporary American sushi dishes, bento boxes, udon and soba noodles, teriyaki and tempura dishes.

Tradewins - The Galley
3147 Northview Drive | 574.333.2020
Family-friendly with an expansive menu.

Texas Road House
3015 Brittany Court | 574.266.1927

Wings Etc.
105 County Road 6 | 574.206.8448

QUICK SERVICE

Arby's
Burger King
Culver's
Dairy Queen
Dunkin' Donuts
Jimmy John's
KFC
Long John Silver's
McDonalds
Starbucks
Steak'n Shake
Subway
Taco Bell
Twisted Cow
Papa John's
Panda Express
Penn Station
Wendy's

■ *Denotes locally-owned establishments.*
■ *Denotes Downtown Restaurants (max 15 minutes south of I-80/90)*

The businesses listed represents only a partial list of options and amenities at I-80/90 Exit 92.
Elkhart County Visitor Center | 3421 Cassopolis St, Elkhart, IN | I-80/90 Exit 92 (just north of Cracker Barrel)
Staffed M-F: 8a-5p; Sat: 9a-4p | Visit ExperienceElkhartCounty.com or call 800.262.8161 for more information

Elkhart
EXIT 92

I-80/90 TO HOTEL LOBBY *in 60 seconds*

Best Western Inn & Suites of Elkhart
3326 Cassopolis Street | 574.262.8761
BestWesternIndiana.com

Candlewood Suites
300 North Pointe Boulevard | 574.262.8600
ICHotelsGroup.com

Comfort Suites
404 North Pointe Boulevard | 574.206.1555
ComfortSuites.com

Country Inn & Suites
3250 North View Drive | 574.206.8488
CountryInns.com

Courtyard by Marriott
3445 Plaza Court | 574.993.4993
Marriott.com

Econo Lodge
3440 Cassopolis Street | 574.262.0540
EconoLodge.com

Fairfield Inn & Suites
3501 Plaza Court | 574.970.1688
FairfieldInn.com

Four Points by Sheraton
3254 Cassopolis Street | 574.333.3707
FourPoints.com

Home2 Suites by Hilton
3521 Plaza Court | 574.993.3900
Hilton.com

Hampton Inn
215 North Pointe Boulevard | 574.264.2525
HamptonInn.Hilton.com

Hilton Garden Inn
3401 Plaza Court | 574.970.4444
HiltonGardenInn.com

Holiday Inn Express - Elkhart North
3300 Sunny Drive | 800.439.4745
HIExpress.com

La Quinta Inns & Suites
330 North Pointe Boulevard | 574.262.0014
LQ.com

Microtel Inn & Suites
3301 Plaza Court | 574.970.0420
MicrotelInn.com

Red Roof Inn
2902 Cassopolis Street | 574.262.3691 X100
RedRoof.com

Sleep Inn
220 Caravan Drive | 574.206.8290
SleepInn.com

Staybridge Suites
3252 Cassopolis Street | 574.970.8488
Staybridge.com

Super 8
345 E. Windsor Avenue | 574.262.0000
Super8.com

Turnpike Motel
3500 Cassopolis Street | 574.264.1108

Elkhart County Visitor Center | 3421 Cassopolis Street, Elkhart, IN 46514 | I-80/90 Exit 92 (just north of Cracker Barrel)
Staffed Monday thru Friday: 8a-5p; Saturday: 9a-4p | Visit Exit92.org or call 800.262.8161 for more things to see and do

Elkhart
EXIT 92

Immediate access to all kinds of shopping - for yourself, your car & your pets!

APPAREL, ACCESSORIES, ETC

CJ Banks
205 County Road 6 | 574.206.9507

Dollar General
51640 SR 19 N | 574.266.5653

Family Dollar
1522 Cassopolis Street | 574.262.1958

Goodwill Industries, Inc
120 Sanford School Road | 574.264.4988

Payless Shoe Source
2731 Emerson Drive | 574.206.8613

Ross Dress for Less
205 County Rd 6 | 574.293.0023

Rue 21
205 County Road 6 | 574.206.0213

Shoe Carnival
205 County Road 6 | 574.206.0020

Wal.Mart
175 County Road 6 | 574.266.7448

Workman's Warehouse
2813 Cassopolis Street | 574.333.3618

AUTOMOTIVE

Advance Auto Parts
2210 Cassopolis Street | 574.264.5880

Auto Zone
1555 Cassopolis Street | 574.262.4961

Belle Tire
2624 Cassopolis Street | 574.584.2920

Carter Tire
51708 SR 19 N | 574.264.7036

Dan's Service Center, Inc.
111 Alt Drive | 574.262.4638

Drive and Shine
2714 Cassopolis Street | 574.296.7788

Fred's Transmission & Clutch
51637 SR 19 N | 574.266.2144

Jiffy Lube
2021 Cassopolis Street | 574.262.4224

AUTOMOTIVE (cont)

Monteith's Best-One Tire
2503 Cassopolis Street | 574.970.6145

O'Rilley Auto Parts
1521 Cassopolis Street | 574.206.9729

FINANCIAL

1st Souce
120 Sanford School Road E | 574.266.8300

Chase Bank
3530 Catsopolis Street | 574.524.2820

KeyBank
2801 Cassopolis Street | 574.264.4525

PNC Bank
145 County Road 6 | 574.262.8413

Teachers Credit Union
201 County Road 6 | 574.206.0010

GROCERY STORE

Aldi
2810 Emerson Drive | 855.955.2534

GFS (General Food Service)
2700 Cassopolis Street | 574.264.5913

Martin's Super Market
120 Sanford School Road | 574.264.6505

Wal.Mart
175 County Road 6 | 574.266.7448

FUEL

7-11
51903 SR 19 N | 574.264.0165

Elkhart Quick Mart
2800 Cassopolis Street | 574.264.5451

Shell Gas
1506 Cassopolis Street | 574.264.0337

Simonton Lake Marathon
51451 SR 19 N | 574.266.0808

Speedway
1901Cassopolis Street | 574.264.1529

PERSONAL CARE

Borics Hair Care
197 County Road 6 | 574.264.7505

Great Clips
335 County Rd 6 | 574.266.6090

Happy Nails
1515 Cassopolis Street | 574.206.1240

Smartstyle Family Hair Salon
175 County Road 6 | 574.264.2968

PHARMACY

CVS Pharmacy
3253 Northview Drive | 574.262.8247

Walgreens (at CR 4)
1400 Cassopolis Street | 574.262.2756

Walgreens (at Bristol Street)
3551 Cassopolis Street | 574.206.0285

MISCELLANEOUS

AT&T
2707 Cassopolis Street | 574.262.4041

Elkhart Indian Motorcycles
3016 Brittany Ct | 574.327.2327

Menard's
601 East Windsor Drive | 574.262.3588

North End Cycle
2426 Cassopolis Street | 574.264.0618

Petsmart
205 County Road 6 | 574.584.7665

Radio Shack
199 County Road 6 | 574.264.0567

Sherwin Williams Company
3245 Interchange Drive | 574.266.6200

Elkhart County Visitor Center | 3421 Cassopolis Street, Elkhart, IN 46514 | I-80/90 Exit 92 (just north of Cracker Barrel)
Staffed Monday thru Friday: 8a-5p; Saturday: 9a-4p | Visit ExperienceElkhartCounty.com or call 800.262.8161 for more things to see and do

Financial Summary

Elkhart EXIT 92

Billboards	
Burkhart / LaPorte	$6,825
Burkhart / LaPorte	$6,825
Burkhart / St. Joe	$6,825
Burkhart / St. Joe	$7,800
Burkhart / St. Joe	$5,850
Burkhart / Elkhart	$6,825
Outfront / Elkhart	$9,575
Outfront / Elkhart	$9,100
Outfront / Elkhart	$9,100
Outfront / Steuben	$5,850
LaMar / Lake	$7,650
LaMar / Lake	$10,150
Billboard Production	$13,200
Total	**$105,475**

Supportive Materials	
Indiana Toll Road placements & distribution	$11,100
Ohio Turnpike distribution	$2,400
NITDC Toll Road Exit-by-Exit Guide	$9,850
NITDC Toll Road maps	$2,500
I-80/90 Toll Plaza video advertising	$7,500
Exit 92 rack cards	$1,200
Photography of Exit 92 assets	$5,000
Videography of Exit 92 assets	$5,000
Total	**$44,550**

Digital	
Digital Ads	$6,000
Exit92.org Relaunch	$2,100
Digital Geo-Targeting	$15,000
Special Promotions	$28,000
Total	**$51,100**

2021 EXIT 92 CAMPAIGN GRAND TOTAL = $201,125

RESOLUTION NO. 20-R-_____

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ALLOCATION AREA NO. 1 FUNDS FOR ECCVB GATEWAY MILE PROMOTIONS

WHEREAS, the Commission and the Elkhart Convention & Visitors Bureau (the "Bureau") desire to promote the Gateway Mile and A & E District as a destination (the "Project"); and

WHEREAS, the Bureau is developing and implementing a collaborative marketing campaign and has presented a marketing and investment strategy for 2021 to carry out the Project (the "Strategy"); and

WHEREAS, ECCVB is committing to provide matching funding for the Project to that provided by The Commission; and

WHEREAS, the Commission has determined that the Strategy is sound and funding should be provided for implementation of the Strategy, in accordance with the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Strategy and the terms of the attached Agreement.

2. The Commission appropriates from the Allocation Area No. 1 Special Fund the sum of $70,000.00 for implementation in 2021.

3. Such appropriation shall continue in effect until the completion of the Project. Any surplus shall be credited to the proper fund as provided by law.

ADOPTED BY MAJORITY VOTE AT A PUBLIC MEETING HELD ON THE 10TH DAY OF NOVEMBER, 2020.

ELKHART REDEVELOPMENT COMMISSION

BY _____
Sandra Schreiber, President

ATTEST:

BY _____
Alex Holtz, Secretary

pm\elk. redevelopment - gen'l\resolution-gateway mile\gdb\mj

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 1st day of January, 2021, between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, whose address is 229 South Second Street, Elkhart, Indiana 46516 ("City") and the Elkhart County Convention & Visitors Bureau ("Contractor"), whose address is 219 Caravan Drive, Elkhart, IN 46514.

RECITALS

1. City is interested in continuing to support and implement the plan to promote Exit 92 as a premier stop on the Indiana Toll Road to increase the demand for restaurant and hotel facilities in the Cassopolis Street Area, in accordance with the 2021 Implementation Plan presented by the Contractor attached hereto (the "Services"); and

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

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

AGREEMENT

1. Employment of Contractor. City hereby employs Contractor to perform, and Contractor agrees to perform, the Services.

2. Compensation. City will provide Contractor, for the 2021 Services to be performed, a grant of $100,000. Contractor will submit a written annual report describing the services performed to date and the results attained.

3. Independent Contractor. Contractor shall perform as an independent contractor, and not as an agent or employee of the City. Contractor shall have no power or authority to act on behalf of the City or bind the City to any contract. Contractor shall carry adequate insurance to cover his employees, if any, and himself from any liability for injury to person or property arising from the performance of his duties, including workmen's compensation insurance for his employees, and will provide proof of such insurance to City, on request.

4. Taxes. Contractor shall pay its own taxes incurred from income generated on this project, and understands that City will not withhold or pay on behalf of Contractor or any of Contractor's employees: (a) federal, state or local income taxes; or (b) any other payroll tax or social security tax.

5. Indemnification. Contractor shall indemnify and hold City harmless from and against all loss, damage, cost or expense, including attorney fees, by reason of any claim arising as a result of Contractor's performance of his duties hereunder.

6. Default. If City fails to pay Contractor as and when due for his services, or Contractor fails to perform as required hereunder, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, then the non defaulting party may claim default, and terminate this Agreement. City will be responsible to pay for work actually performed by

Contractor to the date of default, excluding any excess costs incurred in replacing Contractor and completing Contractor's duties, and Contractor will refund to City that portion of the grant funds prorated as to the portion of the calendar year remaining,

7. Bankruptcy, Insolvency. As this is a personal service contract, and City is relying on the expertise of Contractor and Contractor's ability to complete the entire scope of work, the parties agree that if an Order for Relief is entered against the Contractor under the US Bankruptcy Code, or Contractor makes an Assignment for the Benefit of Creditors, or a Receiver is appointed for Contractor, this Agreement shall terminate immediately, without further liability to Contractor, except for payment for those Services already performed all in accordance with the Default provision herein, and City shall have the right to replace Contractor.

8. Term. The term of this Contract shall be January 1, 2021 to December 31, 2021.

9. Certification of Compliance. Attached hereto as **Schedule 1** is Contractor's signed Certification of Compliance with LC. 22-5-1.7, which is incorporated herein byreference.

10. Notices. Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown above by means sufficient to show return receipt.

11. Assignment. This contract is not assignable without the express written consent of City.

12. Amendment. This contract may only be amended in writing, signed by the partieshereto.

13. Entire Agreement. This contract contains the entire agreement of the parties, and all prior negotiations and discussions are merged herein.

14. Applicable Law. Blue Penciling. This contract shall be construed in accordance with the laws of the State of Indiana. If any provision is found by a court of competent jurisdiction to be unenforceable, such provision will be deemed stricken herefrom, and the remainder of the contract shall continue in full force and effect.

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

16. Ownership of Documents - All documents, including original drawings, estimates, specifications, field notes and data are the property of the City. The consultant may retain reproducible copies of drawings and other documents.

(The remainder of this page left blank)

City of Elkhart, Indiana Department of Redevelopment

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Elkhart County Convention & Visitors Bureau

By: _____

Executive Director

SCHEDULE 1

CERTIFICATION OF COMPLIANCE WITH I.C. 22-5-1.7

Contractor affirms to the City of Elkhart, Indiana, ("City") under the penalties of perjury:

E-VERIFY REQUIREMENT:

1. All terms defined in Indiana Code 22-5-1.7 et.seq. apply hereto.

2. .Contractor shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

3. Contractor does not knowingly employ an unauthorized alien.

4. Any subcontractor under this Agreement shall be required to certify by affidavit that it does not knowingly employ or contract with unauthorized aliens, and it has enrolled and is participating in the E-Verify program. Contractor shall maintain a copy of such certification for the duration of each subcontract.

5. Contractor and Subcontractors shall have 30 days after notice of any violation of these terms to cure the same ("Cure Period"). Should the violation not be remedied within the Cure Period, City shall have the right to terminate this Agreement without liability to Contractor or Subcontractor.

6. The E-Verify requirements will not apply should the E-Verify program cease to exist.

ANTI-IRAN INVESTMENT REQUIREMENT

Contractor certifies that it is not now engaged in investment activities in the Country of Iran and it understands that providing a false certification could result in fines, penalties, and civil action against it.

Dated: _____, 20___.

CONTRACTOR:

_____

The Gateway Mile

2021 Social Media, Website and Event Promotion

The Story

Community, it's vitally important to the city of Elkhart and what makes us the city with a heart. Now more than ever, 2020 has taught us that we need to lift up and support our businesses and residents. We learned that our restaurants, shops, events and parks mean more to us than we realized and we missed them dearly during the early days of the pandemic. But because we are resilient, our businesses pivoted to offer carry-out and on-line shopping and in turn our residents supported their efforts by buying local.

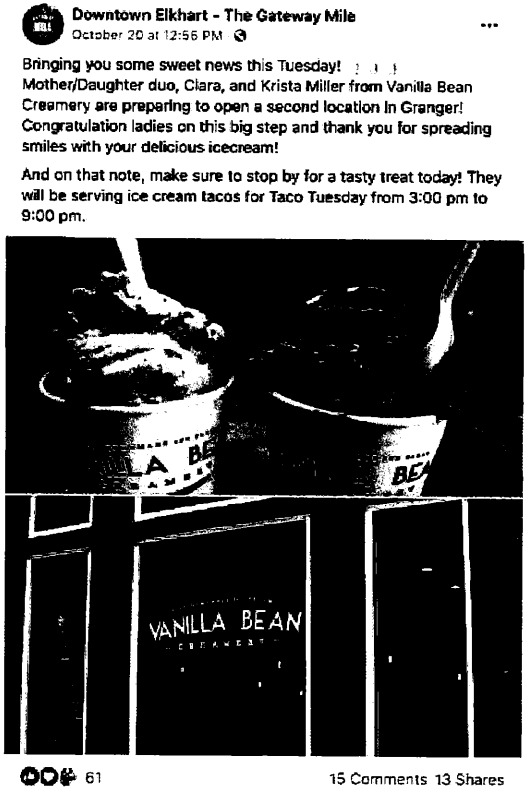
Through the Gateway Mile's website and social media we were able to support our business when they didn't always have the ability to promote themselves. By continuing to create an awareness of downtown's rich cultural assets, we enhance community pride and drive residents, and visitors when appropriate, to enjoy restaurants, shopping, museums, entertainment and events when they are able to safely do so.

As we enter 2021, we expect the unique stories and fascinating backstories of downtown Elkhart's renaissance to spark continued interest, with the Hotel Elkhart's opening, growing events at the Elkhart Aquatics Center and continued development of the River District. 2021 will present a wealth of opportunities to continue building the Gateway Mile brand, particularly as it works in conjunction with the Well Crafted destination brand.

Downtown Elkhart's Well Crafted shops, restaurants and cultural venues will be undeniable assets.

2020 Recap

Compared to 2019, this year was severely disappointing. With our favorite Downtown Elkhart events being postponed and cancelled the digital metrics simply did not stand a chance when compared to the previous period. However, there was still success in messaging COVID-19 safey precautions, promoting take-out and delivery for downtown restaurants and supporting the community with safe, socially-distanced event opportunies.



August 3, 2020 12:01pm

The Hotel Elkhart construction is coming along and still looking beautiful! While it's still under renovation, we're excited to have this gem back on the Gateway Mile! The hotel will feature 93 Boutique hotel rooms, Athenian ballroom,

Post Clicks	Reactions	Impressions	Reach	Eng. Rate	Spend
1,331	152	7,707	6,641	21.53%	—

downtownelkhart • Follow

downtownelkhart If you're still in need of a reusable face mask, head over to The Twisted String!

Not only will you get a mask of your own, you'll be helping our front line workers! $15 pays for one face cover for YOU and one to be donated to a local health care worker! Shop local AND help the cause!

Liked by mindyslane and 45 others

2020 Recap

As champions and promoters of the city of Elkhart, collaboration is a pillar of the Elkhart County CVB. We value our partnerships and it is only through our collaborations that we can raise the awareness of our community and promote its many assets to its residents and visitors.

We'll do it by working together and helping each other through not only promotions but education and workshop opportunities. We continue to work with partners to extend and embrace the Well Crafted destination brand and the powerful benefits of amplifying messages on social media.

We also will tap into the most up-to-date data to identify the audiences and messages that will be most desirable and effective at reaching local and regional visitors. Research in 2020 shows that visitors want to get out and travel and prefer shorter, more drivable experiences that were also safe. Those preferences play directly into our strengths as a community.

January - March 2020 *(paid campaigns paused April 1, 2020 due to COVID-19)*

Facebook page	*Engaged Users*	*Impressions*	*Reach*	*New Fans*	*Link Clicks*
Downtown Elkhart - The Gateway Mile	**33,707**	**401,861**	**266,267**	**873**	**4,362**

Instagram account	*Impressions*	*Reach*	*Likes*
Downtown Elkhart	**197,820**	**135,488**	**6,739**

2021 Approach

- Define marketing objectives and prioritize goals
- Create a 12-month content calendar
- Develop a comprehensive 12-month digital strategy that follows the content calendar and aligns with the objectives and goals
- Manage the Gateway Mile website and integrate it with social media
- Collaborate with stakeholders

2021 Tactics

- Create dynamic content including photography and video to be used across Gateway Mile's digital channels
- Promote content across Gateway Mile's digital channels
- Manage and update the Gateway Mile website and social media platforms
- Implement a comprehensive 12-month digital strategy that follows the content calendar and aligns with the objectives and goals
- Provide graphic design for print and digital

Expected Results

The Elkhart County, IN Convention & Visitors Bureau (ECCVB) in partnership with the City of Elkhart Redevelopment Commission will use joint funds to promote The Gateway Mile - Downtown Elkhart through a comprehensive marketing campaign.

Through The Gateway Mile's comprehensive digital strategy, we will continue to build and grow our social media reach, followers and engagement. Resident outreach has become more important than ever but visitors to our community are simply temporary residents and are therefore important as well. We are continuing to communications with the Elkhart Health & Aquatics Center to message the many assets in the area when swim meets will bring visitors or temporary residents to the city. This is just one of the many ways we are communicating to this audience.

As a result of our digital efforts and outreach strategy, we can expect to see an increase in foot traffic to the businesses in downtown Elkhart and the surrounding area.

The digital strategy allows us to be far more nimble and responsive to audience needs and desires than other channels. It is all about communicating to the right audience at the right time and in the right tone. That is the power of this digital strategy.

2021 Financial Summary

Gateway Mile Social Media Marketing	$18,000
2021 Event Promotion & Support Materials	$18,000
Digital Media Buys	$ 6,000
Video Production	$18,000
Website (content updates plus hosting, security and backups)	$ 6,000
Special Promotions Discretionary Fund	$ 4,000
2021 Gateway Mile Campaign Total	**$70,000**

Warrick & Boyn, LLP
ATTORNEYS AT LAW

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861 Parkway Avenue
Elkhart, Indiana 46516
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thefirm@warrickandboyn.com ***www.warrickandboyn.com***

Taxpayer I.D. 35-1036189

Elkhart Redevelopment Commission
ATTN: George Byers
229 S. Second Street
Elkhart IN 46516

October 31, 2020
Account No: 26399-000M
Statement No: 159701

Attn: George Byers

Re: General Services

Payments received after 10/31/2020 are <u>not</u> included on this statement.

		Previous Balance		$37,862.09
		<u>Fees</u>		
			Hours	
10/01/2020	GDB	Finalize real estate closing documents for City and e-mail to Meridian re: LA CASA/ADJACENT LOT 120	0.70	199.50
	GDB	Review e-mails. Teleconf with J. Hughey re: legal description and price. Copy documents and deliver to Meridian for closing. Drop off Development Agreement copies with BPW, Dana and Brian. Respond to Meridian re: City's check for its share of closing costs (status and building closing), and issues over confirming legal of parking lot is correct. Review Title Commitment re: EOZ	1.90	541.50
	GDB	Review e-mails re: potential meeting. Check files re: EUEA program and e-mail Ashley re: FAÇADE PROGRAM	0.70	199.50
	GDB	Draft Resolution appropriating funds for closing re: EOZ	0.50	142.50
10/02/2020	GDB	Review revised deed and legal description and compare to boundary map. Respond to B. Smith and J. Hughey re: delay arising from City's funding of closing costs. Check files for Phase 1 on the site and respond to Brian re: need to check City Department files re: EOZ	1.10	313.50
10/05/2020	GDB	Review Baker Tilly's bill. Respond to Dana. Draft Resolution re: BONDS	0.60	171.00
	GDB	E-mail updated legal description to Developer, client and BPW re: EOZ	0.30	85.50
	GDB	Review summary of environmental report. E-mail Controller re: whether Cap 1 funds can be spent before Resolution appropriating to speed up closing. E-mails with Jamie, Brian		

			Hours	
		and Meridian re: scheduling 10/14 closing re: EOZ	0.90	256.50
10/06/2020	GDB	E-mail Adam and J. Hughey re: preparation needed to close re: 1029 - 1039 S. MAIN	0.30	85.50
	GDB	Draft Resolution and e-mail to client to award bid and appropriate funds for Pizza Hut roof repair. Revise and re-send re: 501 E. JACKSON	0.90	256.50
	GDB	Draft Resolution approving Brady & Weaver design work at ECCVB and e-mail for packet and revise re: CASSOPOLIS TIF	0.80	228.00
	GDB	Draft Resolution approving Barker contract for design work and e-mail for packet re: MAIN to LUSHER STREETSCAPE	0.70	199.50
	GDB	Respond to Sandy and Wes re: site work. Update with information from Tory that City hasn't started its work and propose how to handle minimal offers in future re: EOZ	0.60	171.00
	GDB	Review Seller's information. Request MRY check for Secretary of State and County for correct corporate name and any d/b/a's on file and get a Certificate of Good Standing for Seller re: 1029 - 1039 S. MAIN	0.30	85.50
	GDB	Teleconf with Wes and e-mail B. Smith to get Certificate of Insurance covering City and Department of Redevelopment as additional insureds on contractor's policy re: EOZ	0.40	114.00
	GDB	Review Certificate of Existence. Forward to client and Meridian re: 1029 - 1039 S. MAIN	0.30	85.50
	GDB	Forward Closing Statement to Brian re: costs due from each party at closing re: EOZ	0.30	85.50
	GDB	Respond to Ashley re: potential source of funding re: FAÇADE PROGRAM	0.30	85.50
	MRY	Research via Indiana Secretary of State web-site. Draft Resolutions re: 1029 - 1039 S. MAIN	1.00	150.00
10/07/2020	GDB	Respond to Brian re: earlier closing with EOZ fronting all funds and Commission reimbursing for title insurance. E-mail J. Hughey re: when documents could be ready re: EOZ	0.30	85.50
	GDB	Attach billing. Print final Resolution re: BAKER TILLY	0.20	57.00
	GDB	Review and print final Resolution for roof repair. Revise and send re: 501 E. JACKSON	0.40	114.00
	GDB	Review and print final Resolution for Plaza Court work re: CASSOPOLIS TIF	0.20	57.00
	GDB	Review and print final Resolution with memorandum attached re: SOUTH MAIN STREETSCAPE	0.20	57.00
	GDB	Revise, e-mail and print Resolution appropriating closing costs and draft e-mail to Controller explaining reimbursement re: EOZ	0.70	199.50
	GDB	Finalize Elkhart Stereo Resolution for closing and e-mail to Meridian and Adam F. re: 1029 - 1039 S. MAIN	0.50	142.50

Re: General Services

			Hours	
	GDB	Finalize Resolution approving Foreclosure Rights Agreement. Attach copies of agreement re: HOTEL ELKHART	0.40	114.00
	GDB	Review Closing Statement and e-mails re: amount City is to refund to Developer after closing. Forward copy BPW approving Resolution to Meridian re: EOZ	1.00	285.00
	GDB	E-mail the Closing Statement to Jamie to arrange the wire transfer for closing re: 1029 - 1039 S. MAIN	0.40	114.00
	GDB	Review findings in Phase II Report re: 700 W. BEARDSLEY	0.70	199.50
10/08/2020	GDB	E-mail with Meridian re: closing documents re: EOZ	0.30	85.50
	GDB	Review e-mails re: ownership of various roadways -- egress and ingress re: MEIJER	0.30	85.50
10/09/2020	GDB	Attend Pre-Agenda meeting	0.60	171.00
10/12/2020	GDB	Review recorded deed and e-mail to Dana re: LA CASA/ADJACENT LOT - 120 W. INDIANA	0.10	28.50
	GDB	Review closing documents re: 1029 - 1039 S. MAIN	0.30	85.50
	GDB	Review closing documents. Check with client re: need for copies re: EOZ	0.40	114.00
	GDB	Respond to Ashley, et al. re: who does roads re: MEIJER	0.30	85.50
10/13/2020	GDB	Attend Commission meeting	1.30	370.50
10/15/2020	GDB	Teleconf with Sandy re: role of River District Team in remaining projects re: RIVER DISTRICT	0.30	85.50
	GDB	Review Development Agreement to determine if any further action is needed by Redevelopment Commission and review recorded Deed re: EOZ	0.40	114.00
	GDB	Draft e-mail to Ashley and Adam re: information to develop so we can get a Development Agreement draft prepared re: BIKE SHOP	0.60	171.00
	GDB	Review Status Report and filings re: Motion to Disqualify re: 1101 E. BEARDSLEY	0.40	114.00
	GDB	Review Status Report from NLG. Copy to provide basic information and e-mail to client re: NLG/STAR TIRE	0.60	171.00
10/16/2020	GDB	Update "To Do" List and circulate	0.50	142.50
	GDB	E-mail M. Nelson to confirm providing a list of additional information to gather re: NLG/STAR TIRE	0.30	85.50
	GDB	Review responses to my questions. Respond to Ashley and Adam re: legal descriptions, etc. re: BIKE SHOP	0.60	171.00
	GDB	E-mail Meridian for legal descriptions of three lots and review information provided by		

			Hours	
		client. Draft Development Agreement re: BIKE SHOP	3.00	855.00
10/19/2020	GDB	Review e-mail from Ashley and Meridian. E-mail client re: need to plan parking lot as exception to legal description. Review and revise draft of Development Agreement. Obtain legal description re: BIKE SHOP	1.30	370.50
10/20/2020	GDB	Revise basic form of Development Agreement re: ALL TIF AREAS	1.00	285.00
	GDB	Review and e-mail first draft of Development Agreement to Ashley, Adam, Sandy and Wes for review and comment re: BIKE SHOP	0.70	199.50
10/21/2020	GDB	Review list of questions from M. Nelson, Forward to Adam F. to answer re: NLG/STAR TIRE	0.60	171.00
10/22/2020	CTP	Review Bike Shop Development Agreement RE: DOWNTOWN	2.40	564.00
10/23/2020	CTP	Review form of Development Agreement RE: DOWNTOWN	2.10	493.50
	GDB	E-mails with Wes. Review information provided and updated draft of Redevelopment Agreement re: BIKE SHOP	0.80	228.00
	GDB	E-mails with Sandy re: review of Development Agreement draft. Check status of River District Plan amendment to include District Implementation Plan. Revise Development Agreement and e-mail client re: BIKE SHOP	1.50	427.50
10/26/2020	GDB	Review Resolutions from Dana re: amendment to Downtown Development Plan re: the River District places and respond re: RIVER DISTRICT	0.60	171.00
	GDB	Respond to client re: whether to set up meeting with RDIT or District Plan Group and re: Sandy's comments on draft of Development Plan re: BIKE SHOP	0.60	171.00
	GDB	Respond to Ashley, et al. re: process for negotiating sale of properties left unsold after Public Offering re: RIVER DISTRICT	0.40	114.00
	GDB	Respond to Wes, et al. re: his issues with Development Agreement. Revise draft of Development Agreement re: BIKE SHOP	0.90	256.50
	GDB	E-mail client and F. Cassella with updated first draft of Development Agreement. Respond to e-mails re: meeting with Shelley and Dayna re: BIKE SHOP	0.50	142.50
10/27/2020	GDB	Review responses to NLG's additional questions re: Downtown properties affected by Executive Cleaners contamination and forward to M. Nelson re: NLG/STAR TIRE	0.50	142.50
	GDB	Review plaintiff's response to AAG/HIG Motion		

Elkhart Redevelopment Commission

October 31, 2020
Account No: 26399-000M
Statement No: 159701

Re: General Services

			Hours	
		to Dismiss re: 1101 E. BEARDSLEY	0.50	142.50
	GDB	Review Adam F.'s response to contamination issue re: BIKE SHOP	0.20	57.00
	GDB	Review plaintiff's Brief Opposing Defendant's Request to Extend Time to Disclose Defendant's Experts re: FOUNDRY	0.50	142.50
	GDB	Review e-mails re: meeting with River District Implementation Committee to review Cassella's proposal re: BIKE SHOP	0.20	57.00
	GDB	Review Implementation Committee's scorecard on Hotel project re: 500 MAIN	0.10	28.50
10/28/2020	GDB	Review Defendant's Reply Brief re: expert witness disclosures and pending summary judgment motions re: FOUNDRY	0.40	114.00
		For Current Services Rendered	43.70	12,094.50

Expenses

10/06/2020	On-line fee paid re: Certificate of Existence re: ELKHART STEREO RECORD, INC.	27.00
	Total Expenses	27.00

Advances

10/09/2020	Online legal research - Sept. services - re: GLC/MARTIN'S	19.34
	Total Advances	19.34
	Total Current Work	12,140.84

Payments

10/13/2020	Fee Payment - Check No. 274593	-12,753.00
10/13/2020	Advance Payment - Check No. 274593	-6.71
	Total Payments	-12,759.71
	Balance Due	$37,243.22

Aged Due Amounts

0-30	31-60	61-90	91-120	121-180	181+
12,140.84	25,102.38	0.00	0.00	0.00	0.00

Please Remit $37,243.22

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

Warrick & Boyn, LLP
ATTORNEYS AT LAW

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

thefirm@warrickandboyn.com ***www.warrickandboyn.com***

Taxpayer I.D. 35-1036189

Elkhart Redevelopment Commission
ATTN: George Byers
229 S. Second Street
Elkhart IN 46516

October 31, 2020
Account No: 26399-036M
Statement No: 159702

Attn: George Byers

Re: Public Safety Building

Payments received after 10/31/2020 are not included on this statement.

	Previous Balance	$28.50
	Payments	
10/13/2020	Fee Payment - Check No. 274593 - intended for Stmt. No. 158759	-769.50
	Credit Balance	-$741.00
	Your account is 120 days past due.	
	Total Credit Balance	-$741.00

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

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Taxpayer I.D. 35-1036189

Elkhart Redevelopment Commission
ATTN: George Byers
229 S. Second Street
Elkhart IN 46516

October 31, 2020
Account No: 26399M

Attn: George Byers

Payments received after 10/31/2020 are not included on this statement.

		Balance
26399-000 Re:	General Services	$37,243.22
26399-036 Re:	Public Safety Building	-$741.00
		$36,502.22

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

LERNER THEATRE BOARD
Wednesday, September 9, 2020

President Gary Boyn called the Regular Meeting of the Lerner Theatre Board to order at 10:00 a.m. on Wednesday, September 9, 2020. The Clerk of the Board, Nancy Wilson called the roll. Members, Gary Boyn, Diana Lawson, Art Decio and Dina Harris were present. Ashley Martin and Dallas Bergl appeared via WebEx. Jamie Arce was absent.

1. AGENDA

On motion by Dina Harris, seconded by Diana Lawson and carried, the agenda was approved as presented.

2. MINUTES: Regular Meeting August 12, 2020

On motion by Art Decio, seconded by Diana Lawson and carried, the Board adopted the minutes from August 12, 2020.

3. TREASURER'S REPORT

Claims

On motion by Dina Harris, seconded by Dallas Bergl and carried, the Board approved the claims and allowance docket totaling $51,473.36 as listed on the register consisting of 20 pages as prepared on September 8, 2020 at 11:51 a.m.

Financials- July 31, 2020

Michelle Adams attended via WebEx and gave the July 31, 2020 Financial Report. Total operational expenses of $767,219 were covered by a City contribution of $653,185 (85%) and a Lerner contribution of $114,034 (15%). This compared with 2019 City's contribution of 34% and the Lerner's contribution of 66%. The YTD net income from theatre operations only (shown as gross profit) at the end of the period was $108,133 which was a decrease of $270,563 from 2019. The YTD net loss for all Lerner operations (including City expenses) at the end of the period was ($98,104) which was a decrease of $133,924 from the net profit on last year's statement of $35,819. On budgeted City Operational Expenses alone we were under-budget by $200,569 year to date. After discussion, upon the motion of Dina Harris, seconded by Dallas Bergl and carried, the Board approved the July Financials as presented.

4. PRESIDENT'S REPORT

Gary gave an update on the Friends of the Lerner loan. Rex is working with the Elkhart Community Foundation drafting the non-endowment account agreement. Once everything is finalized, Jamie Arce will be prepared to fund the account. Everything has been approved at the City level.

5. CRYSTAL BALLROOM CATERING

Kurt Janowsky phoned in on WebEx. Kurt reported that they did one wedding last month, and the City budget hearing is the only event on the books this month. The good news is that the cancellations have subsided and they booked five events last week. Gary re-visited Kurt's humble request for the Crystal Ballroom to pay zero commission on ballroom sales for the remainder of 2020, 20% on concession if there are any, then resuming to 20% commission on ballroom sales and commissions in 2021. Kurt said no one is surprised the business is not profitable. They are paying a full time sales person and going backward fast. On motion by Dina Harris, seconded by Art Decio and carried 4-0 with 1 abstention by Dallas Bergl, the Board approved a zero percent commission on Crystal Ballroom gross sales from September 1, 2020-December 31, 2020, and resuming 20 percent commission on

gross sales January 1, 2021, and having a 20% commission on concession sales for the remainder of 2020.

6. GENERAL MANAGER'S REPORT

Michelle was very excited to report they are re-opening for Premier Arts in October for The Sound of Music! The plans were approved by the Elkhart County Health Department.

The General Managers report has been inserted in the minutes as presented.

GENERAL MANAGER REPORT
PREPARED BY: MICHELLE FRANK

Activity (August-October)	**As % of 90 days**	
16 Events**	18%	**Activity in theatre**
8 Ticketed Events**	9%	**Ticketed events**
0 Non-Ticketed Events	0%	Non-Ticketed events
8 Rehearsal Dates**	9%	**Rehearsal Space**

** pending approval from Health Department to re-open for events
Compare to 2019 Board Report Ticketed Events: 18
Compare to 2019 Board Report Non-Ticketed Events +Rehearsals: 25

- The biggest news to report is the approval from the Elkhart County Health Department to proceed with The Sound of Music in October for Premier Arts.
  - I have attached the approved plan to this board report.
- The new offices for the Marketing and Development Office and a Promoter/Conference space have been completed.
  - Andrew and Deen are actively working on a TV that will project the stage and audio of the stage into that room.
  - This will allow for promoters to have a dedicated workspace and allow them access to the show.
  - This will also allow for a dedicated space for the closing of the financials that is outside of the General Manager's Office.
- The process for the hiring of the Marketing Manager and Development Coordinator has begun through City HR.
- I completed the pilot course called "Manager Bootcamp" with City HR. This was a leadership class that all City Managers will attend and complete with HR, based on John C. Maxwell. This was an 8-week course.

OPERATIONS MANAGER REPORT PREPARED BY: SARAH TAYLOR
Accomplished in August:

- Updated show and Box Office procedures with Sara Hicks for the final offsite Premier Arts show at Wellfield
- Checked Box Office Audits and made sure we complied with Internal Controls
- Updated Volunteer Program Incentives and a Year End gift in lieu of the annual Volunteer Dinner

LERNER THEATRE BOARD
Wednesday, September 09, 2020

- Updated Emergency Preparedness Plan slideshow
- Updated Google Calendar and Show Manager, plus shows and closings are up to date

Goals for September:

- Hiring: I would like to bring the Usher core numbers up and have everyone trained for the potential reopen. I would also like to focus attention helping Sara Hicks bring in Box Office staff as the employee's numbers have dropped.
- Volunteer Year End gift: Delivery the Volunteer Gift to each Lerner Volunteer. Craig Culp designed a Lerner mask that I am hoping to have delivered by October along with a message/card from the staff.
- Reopening Plan of The Lerner: With the potential to reopen the theatre arriving, I have worked with Lerner staff and Premier Arts staff to research procedures to keep staff and patrons safe. We will be utilizing new Covid procedures that have been looked over by the Mayor, Elkhart County Health Department, and our staff so everyone can be on the same page.
- Theatre Safety and Evacuation Training for Full-Time, Part-Time Staff and Volunteers:
  Working with Michelle to execute training of staff on the emergency preparedness plan. At this point I will work with a few staff members to get their thoughts and expertise and then **plan a training session for everyone else.**

MEDIA SPECIALIST REPORT PREPARED BY: SONNY LISI

E-Blast Reporting – August 2020

Campaigns Sent	4
Total Emails Sent	15,719
Emails Opened	5,927
Emails Clicked Through	145
Starting Subscribers	16,251
Ending Subscribers	16,308
Average Emails Per Campaign	3,930

Tickets Purchased by City

City	Qty
Elkhart	68
South Bend	20
Granger	16
Goshen	16
Mishawaka	10
Bristol	10
Edwardsburg	8
Osceola	6
Middlebury	6

LERNER THEATRE BOARD
Wednesday, September 09, 2020

Wakarusa	4

August Accomplishments

- Programmed new digital displays to feature images outside all dressing rooms and the Green Room. These will be accessible and modifiable by any staff that may need to change the information that is displayed, and they will be installed in the coming weeks.
- Continued populating a database of all events held at The Lerner since the grand reopening in 2011. This database contains dates and times, ticket counts, revenue, fees, and all other relevant information for events in an effort to make accessing previous event data more efficient.
- Developed new seating configurations for socially-distanced seating to prepare for when the theatre may reopen. Also assisted in planning for event operations and communications when we reopen

September Goals

- Finish installing all new digital displays outside the dressing rooms and green room, then create a document detailing how to access their programming and display contents so all management staff has knowledge of how to use them.
- If we get word that the theatre will reopen, communicate to all patrons and the public with information, email blasts, and graphics detailing our procedures moving forward.
- Develop photo collages of the theatre to have printed and installed as wallpaper on multiple panels in our new office spaces.

OFFICE MANAGER PREPARED BY: KAREN SHAW

- My August agenda was spent on my normal office manager responsibilities (payroll, accounts payables, accounts receivables, Quickbooks reports).
- Due to show cancellations, I have submitted the following refunds into claims packets for patrons to receive their refunds via check, which will be mailed to them. Checks are sent to patrons if they purchased via Vendini OR if they purchased their original tickets with cash or check. All other refunds are processed by the Box Office Manager, Sara Hicks by issuing refunds to patrons' credit cards in the Patron Manager software. August refunds were:
    - Price is Right Live – 1 refund totaling $280.00
    - Gordon Lightfoot – 1 refund totaling $189.90
    - Peter Pan – 7 refunds totaling $212.50
    - Kansas – 16 refunds totaling $4,064.30
    - Total amounts of claims submitted: $4,746.70

- I processed 2 FOL seat tag donations for $1000.00
- I processed 5 Menard's rebates for $79.15.
- I organized payroll spreadsheets for the part-time seasonal workers and sent them to the Parks Department.
- I turned in my Smart Goals project. My goals included: learning the new payroll system, attending an online personal growth class, and learning more aspects of the Patron Manager software.

LERNER THEATRE BOARD
Wednesday, September 09, 2020

- Researched and accumulated Lerner COVID stats that need to be sent to Kristi Sommers in the Elkhart Fire Department. This now needs to be completed every Friday.
- I submitted the monthly meter read to Ricoh to ensure that we receive an accurate invoice from them instead of an estimated invoice. I will continue doing this around the 24th or 25th of each month. I have been in contact with the service manager of Ricoh regarding issues again with our reads not being processed properly. The service manager is currently researching our issues, but hasn't gotten back with me at this time. I hope to have more information in the next board report.
- Ordered supplies for the Tech Department, Facilities Department, and the offices.
- I worked with Gail Smith from the Controller's Office regarding audits of petty cash, box office drawers, and the Lerner safe. The audits were deemed satisfactory by Gail.
- I Completed 2 donation letter tasks that were sent to Premier Arts for thank you letters.
- I printed all SOP's for each department. I still need to 3-hole punch all of them and organize them into binders (I could not find a 3-hole punch to do this earlier, however, I ordered one and it came in on September 4th), so I plan on getting everything finished in September.
- I attended 2.5 hours with my online personal growth class each week.
- My goal for September is to start working on updates for my office manager SOP's.

BOX OFFICE SUPERVISOR REPORT PREPARED BY: SARA HICKS
AUGUST TICKET SALES

Date	Time	Event Name	On Sale Date	Sold	Net Revenue	Hist. Fee	Total Reven
8/13/2020	6:30 PM	Premier Arts: Mama Mia! At Wellfield	10/11/2019	490	$10,417.00	$0.00	$10,417.
9/10/2020	7:00 PM	Kimball Organ Series: Peter Pan - CANCELLED	10/29/2019	-24	-$152.50	-$60.00	-$212.
10/2/2020	8:00 PM	Gordon Lightfoot	12/12/2019	8	$649.10	$20.00	$669.
10/9/2020	7:30 PM	Premier Arts: Sound of Music - NEW DATE - Ticket sales on hold	10/11/2019	0	$0.00	$0.00	$0.
10/9/2020	7:30 PM	Premier Arts: Little House on the Prarie - Leaving Season - Now: Sound of Music - Ticket sales on hold	10/11/2019	-2	-$49.00	-$5.00	-$54.
10/18/2020	3:00 PM	Kimball Organ Series: Dr. Jekyll and Mr. Hyde	10/29/2019	0	$0.00	$0.00	$0.
11/12/2020	7:30 PM	Stars of the Sixties	3/5/2020	0	$0.00	$0.00	$0.
12/11/2020	7:30 PM	Premier Arts: Elf the Musical - Leaving Season - Now: A Lerner Christmas	10/11/2019	0	$0.00	$0.00	$0.
1/30/2021	7:30 PM	The Price Is Right Live!	10/28/2019	4	$270.00	$10.00	$280.
6/26/2021	8:00 PM	Kansas - NEW DATE	9/24/2019	-33	-$2,914.80	-$82.50	-$2,997.

Total Ticket Revenue	$8,102.30

Accomplishments for August 2020

- Prepared for and executed final offsite event for Premier Arts Summer Garden Series with mobile Box Office.

- Continued to complete refunds and exchanges for patrons. Worked through many communication issues with patrons in an ever-changing environment.
- Collected patron information and dates for potential upcoming Premier Arts events as well as the new 2021 Season.

Goals for September 2020

- Continue to work through all Box Office SOP files.
- Complete final edit and place new Box Office Handbook and Daily Duties Manual in Box Office cubes.
- Prepare for potential Premier Arts events in a re-opened theatre utilizing new COVID procedures as well as begin to look toward planning for the 2021 Season in the Box Office.

TECHNICAL THEATRE MANAGER PREPARED BY: ANDREW KREIDER

Overview:

August was a month of detail-work for the tech department. We spent time doing in-depth re-programming of our Crestron and Audio Architect systems, in preparation for hardware upgrades this fall. Deen took the lead as building liaison for the remodeling of the office cubicle area. Andrew focused on learning what we will need to do to get the building ready to live-stream more events. Following up on guidance from the board at last month's meeting, we also were able to sell almost $4,000 of equipment that had been removed from inventory and return the proceeds to the theater general fund.

Accomplished in August:

- Installation and programming of new audio processing equipment for main theater sound.
- Sale of equipment removed from inventory. Returned $3,911.59 to Lerner general fund.
- Initial conversations with ACD Theatrical in Indianapolis on design for orchestral pit safety net.
- Overhaul of all Crestron equipment in building - putting everything on the same generation of firmware, and stabilizing video inputs in ballroom.
- Office cubicle area remodeled with modern glass-walled dividers.

Upcoming tasks:

- Focus on readiness for live streaming of events from both Ballroom and Theater.
- Reprogramming of A/V equipment to allow overflow audio and video from Ballroom to Theater and from Theater to Ballroom.
- Continuing the redesign and reprogramming of lights over stage. Installation of new moving head lights.
- Preparation for major hardware upgrades in theater sound - notably readiness for under-balcony speaker installation.
- Restart of ballroom events - support for three major events, all of which will call for our new streaming capabilities.

FACILITIES MANAGER PREPARED BY: DAN GOULD

Due to unforeseen circumstances, my plans for August were slightly delayed. My plan in September, I am hoping to continue with my goal of changing the lights above

the Grand Staircase to LED. Due to the difficulty in accessing the light fixtures, a lot of preparation was needed, with safety being the biggest concern. When the building was designed, the architect failed to account for maintaining the fixtures above the stairways, throughout the building, with the grand staircase being the biggest challenge. At the highest point, the fixture is thirty-four feet off the floor. Not a place for the faint of heart. I did not take this job, because I knew it would be easy. I took this job to keep this theater as the icon of downtown, like it has been for so many decades. A lot of people worked hard to maintain this building before I came along. I will not let their time and effort go to waste.

We will be cleaning and reorganizing closets and storage areas. As always, we will be repairing and repainting walls, especially in the office area, where we just finished installing new glass walls. We also are putting the finishing touches on upgrades to two of our HVAC units. That will make it more comfortable in the balcony and the premier arts rehearsal area. Not to forget what I am most excited about -- we are awaiting delivery on an addition to our cleaning equipment. Not one but two, electrostatic sprayers! The city purchased for everyone's safety. These will allow us to clean the auditorium and restrooms in a fraction of the time it takes now. At a level of clean, that we must do extra to achieve. When I requested these machines, and the city said yes. It proved to me, the commitment, our city has in keeping our patrons, performers, artists and employees safe. People that live in this area. Do so because they realize. You have to travel a long way to find a town full of people, like the people of Elkhart. Thank you for the opportunity to serve the good people of this town.

7. FRIENDS OF THE LERNER

Gary introduced a Resolution of the Lerner Governing Board of the City of Elkhart, Indiana approving final Friends of the Lerner forgivable loan documents. After speaking to the City Council, they wanted the loan term to be no less than ten years, so they made it for fifteen years with language that it can be extended if it needs to be extended, with forgiveness occurring annually within 30 days of the time that reports are filed with the City as to what loan funds had been spent in the prior year. They are hoping that at the end of 15 years they will have spent the principal and it will have been forgiven by that time period, and any interest earned will be used for the benefit of the Theatre. They will abide by the standards of the City and the State of Indiana in terms of Internal Controls. On motion by Dina Harris, seconded by Dallas Bergl and carried 5-0, the Lerner Governing Board adopted a Resolution of the Lerner Governing Board of the City of Elkhart, Indiana approving final Friends of the Lerner forgivable loan documents as presented and authorized the execution of the Loan Agreement.

8. NEW BUSINESS

Surplus Technical Department Equipment

Andrew Kreider presented a list of surplus equipment items they are not using to the Board and asked for permission to sell them. On motion by Dina Harris, seconded by Diana Lawson and carried, the Board approved the request to determine the materials obsolete, and granted permission to dispose of the surplus equipment or sell it. Diana commented she is glad he had the time to go through the outdated equipment in the basement, and Andrew said they are getting close to

seeing the shelves again. His goal for the next national show is to store things safely in the basement.

9. ADJOURNMENT

On motion by Art Decio, seconded by Dina Harris and carried, the Lerner Theatre Governing Board was adjourned at 10:49 a.m.

Gary Boyn, President

Attest: Nancy Wilson, Clerk of the Board