



**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, MAY 11, 2021 at 4:00 P.M.**

THIS MEETING WILL BE HELD ELECTRONICALLY VIA WEBEX

To join, go to <http://coei.webex.com>, enter 160 522 1184 as the event number and "Commission21" as the event password. The meeting can also be accessed using the following link:

<https://coei.webex.com/coei/j.php?MTID=m86a469a0d51580d4f08cf3980260313b>

To join by phone, call 1-415-655-0001, enter 160 522 1184# #

*Press * 6 to unmute telephone*

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. **Election of Officers**
3. **Approval of Minutes**
April 6, 2021
April 13, 2021
4. **Unfinished Business**
5. **New Business**
 - a) Overlapping Taxing Units Presentation and No Excess TIF Determination
 - b) Meijer – Approval of Development Agreement
 - c) 112 Division Street – Authorize Negotiations and Prepare Purchase Agreement
 - d) Opening Offers –1635 S Huron Streets and Two Adj. SE Lots
 - e) Authorization to negotiate Purchase Agreement –Adj lot to 1008 W. Indiana
 - f) South Main Streetscape - Appropriation Request
 - g) FEMA HMGP – Approving Purchase Agreement and Appropriating Funds for 412 N 3rd Street
6. **Staff Updates**
CDBG
Downtown
Economic Development Projects

Cassopolis Street Projects
TIF Budgets Summary

7. **Other Business**
 - a) Approval of Invoice – Warrick & Boyn (April 2021)
8. **Public Comment**
9. **Adjournment**

**SPECIAL MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS via WeBex
Tuesday April 6, 2021
4:00 p.m.**

PRESENT IN-PERSON: SANDI SCHREIBER, ALEX HOLTZ, WES STEFFEN, CHRIS POTTRATZ, DORIANNE NIELSEN, ADAM FANN, KACEY JACKSON, BRAD HUNSBERGER, and DANA DONALD (RECORDING SECRETARY)

PRESENT BY WEBEX: GERRY ROBERTS, KURT BULLARD, DAYNA BENNETT, LAURA MILLER, ASHLEY ELSASSER, and ERIC TROTTER

CALL TO ORDER

This meeting was held in-person, telephonically, and virtually through WEBEX. Due to the nature of the meeting Dana Donald will call roll after the motion.

The meeting was called to order at 4:00 p.m. by Ms. Schreiber, President.

NEW BUSINESS

State of Community Development Block Grant (CDBG) Programs: Ms. Jackson updated the Commission on CDBG/CDBG-CV project spenddowns and the current projects going on in the City Parks.

169 State Street – Approval of Amended Subrecipient Agreement and 146 State Street – Approval of Subrecipient Agreement:

The City contracted with LaCasa Inc. for a rehabilitation project at 169 State Street in February of 2020, and the City crafted and executed a memorandum of understanding with LaCasa for 146 State Street between three program years. As a result of the pandemic, both projects were delayed.

As operating costs associated with the project have increased as a result of the pandemic, and the City's need to spend down CDBG funds to meet its timeliness requirement, the department requests the following:

1. That the Commission approves an amended contract for the 169 State street project increasing its funding from \$150,000 to \$189,786.24 for program year 2020.
2. That the Commission approves a Memorandum of Understanding with LaCasa to complete the 169 State street project in PY2021 with an anticipated allocation of \$128,000.
3. That the Commission approves the contract for 146 state street, originally proposed at \$75,000 in funding, to \$200,000 out of PY 2016, 2019, and 2020.

Motion was made by Mr. Steffen seconded by Mr. Roberts to approve the amended agreement and MOU for 169 State Street. Ms. Schreiber asked for questions or comments from the Commission or public.

The roll call vote was as follows: Ayes: Mr. Steffen, Mr. Holtz, Mr. Roberts, and Ms. Schreiber. Nays: None. The motion passed unanimously 5-0.

Motion was made by Mr. Bullard seconded by Mr. Holtz to approve the agreement for 146 State Street. Ms. Schreiber asked for questions or comments from the Commission or public.

The roll call vote was as follows: Ayes: Mr. Steffen, Mr. Holtz, Mr. Roberts, and Ms. Schreiber. Nays: None.
The motion passed unanimously 5-0

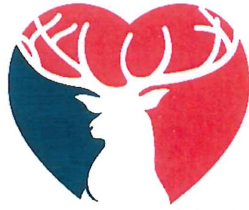
PUBLIC COMMENT

ADJOURNMENT

There being no further discussion, the meeting was adjourned at 4:21 p.m.

SANDI SCHREIBER, PRESIDENT

DRAFT



City of Elkhart
Redevelopment Commission

REDEVELOPMENT COMMISSION

CITY HALL, 2ND FLOOR, COUNCIL CHAMBERS
Executive Session

Tuesday, April 13, 2021

Commenced: 3:41 P.M.

Adjourned: 4:10 P.M.

REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS via WeBex
Tuesday April 13, 2021
4:12 p.m.

PRESENT IN-PERSON: SANDI SCHREIBER, ALEX HOLTZ, WES STEFFEN, GERRY ROBERTS, CHRIS POTTRATZ, DORIANNE NIELSEN, ADAM FANN, KACEY JACKSON, CHAISE COPE, JAMIE ARCE and VERONICA DONALDSON (RECORDING SECRETARY)

PRESENT BY WEBEX: AARON SORRELL, DAYNA BENNETT, LAURA MILLER, ASHLEY ELSASSER, and ERIC TROTTER

CALL TO ORDER

This meeting was held in-person, telephonically, and virtually through WEBEX. Due to the nature of the meeting Veronica Donaldson will call roll after the motion.

The meeting was called to order at 4:12. p.m. by Ms. Schreiber, President.

APPROVAL OF AMENDED AGENDA

Motion made by Mr. Holt seconded by Mr. Steffen to amend the agenda to move Item H “CDBG/CDBG-CV Public Comment Period” to Item A. Four were in favor and none were opposed. Vote carried.

NEW BUSINESS

- a) **CDBG/CDBG-CV Public Comment Period:** Ms. Jackson introduced Aaron Sorrell of Community Planning Insights to discuss Elkhart’s 2021 CDBG/CDBG –CV program. Mr. Sorrell presented a PowerPoint of the 2021 Program year potential subrecipients, financials, and program outline.
- b) **Approval of 2020 RDC Annual Report-Draft:** Mr. Fann stated, the RDC Annual Report is required to be submitted on an annual basis. After it is approved, it will then go to the Mayor’s Office, Common Council, and then uploaded into DLGF system.

Crystal Welsh-of Abonmarche 1009 S. Ninth Street; Goshen-stated that she has been working with Mr. Fann, Mr. Arce, and Ms. Donald to complete the state requirements for the RDC. She thanked Ms. Donald for putting the report together in a timely manner. The Annual Report is a narrative of how the Commission spent its time and money in 2020. Once approved I will upload it to the DLGF system and meet the deadline by one day. Mr. Arce worked on financial reports, and they are in the system as well. Now we have three more reports and I will work with Staff to complete those.

Motion was made by Mr. Holtz seconded by Mr. Steffen to approve the annual report. Ms. Schreiber asked for questions or comments from the Commission or public.

The roll call vote was as follows: Ayes: Mr. Steffen, Mr. Holtz, Mr. Roberts, and Ms. Schreiber. Nays: None. The motion passed unanimously 4-0.

- c) **1101 E Beardsley Litigation:** Mr. Pottratz stated that the judge in that case determined that there was a conflict of interest of our legal counsel in that case so we have a resolution approving employment of Nelson Law Group and modifying the fee schedule.

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.

The roll call vote was as follows: Ayes: Mr. Steffen, Mr. Holtz, Mr. Roberts, and Ms. Schreiber. Nays: None. The motion passed unanimously 4-0.

- d) **FEMA HMGP – Approving Purchase Agreement and Appropriating Funds:** Ms. Cope stated that HMGP-Hazard Mitigation Grant Program is a subset of FEMA. There are six properties in total that were damaged in the flood. We are working on purchasing two of the most damaged properties right now. There is currently one home that is occupied.

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.

The roll call vote was as follows: Ayes: Mr. Steffen, Mr. Holtz, Mr. Roberts, and Ms. Schreiber. Nays: None. The motion passed unanimously 4-0.

- e) **Approval of Contract for Services by Baker Tilly – 500 Main, LLC:** Mr. Pottratz stated that this project is also known as Hotel Elkhart. We are requesting that Baker Tilly calculate the amount of TIF collected and then calculate the amount of shortfall to make sure that we bill 500 Main LLC appropriately for what they owe.

Motion was made by Mr. Roberts seconded by Mr. Steffen to approve the resolution. Ms. Schreiber asked for questions or comments from the Commission or public.

The roll call vote was as follows: Ayes: Mr. Steffen, Mr. Holtz, Mr. Roberts, and Ms. Schreiber. Nays: None. The motion passed unanimously 4-0.

- f) **1635 S Huron Street and Two Adjacent SE Lots- Acceptance of Property Transfer from the City of Elkhart, Board of Works:** 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.

The roll call vote was as follows: Ayes: Mr. Steffen, Mr. Holtz, Mr. Roberts, and Ms. Schreiber. Nays: None. The motion passed unanimously 4-0.

- g) **Offering of Real Estate located at 1635 S Huron Street and Two Adjacent SE Lots:** Motion was made by Mr. Holtz seconded by Mr. Roberts to approve the offering of real estate and the resolution. Ms. Schreiber asked for questions or comments from the Commission or public.

The roll call vote was as follows: Ayes: Mr. Steffen, Mr. Holtz, Mr. Roberts, and Ms. Schreiber. Nays: None. The motion passed unanimously 4-0.

- h) **Offering of Real Estate located at 1710 S Main Street:** Motion was made by Mr. Holtz seconded by Mr. Roberts to approve the offering of real estate and the resolution. Ms. Schreiber asked for questions or comments from the Commission or public.

Mr. Roberts asked if there was any discussion on what it will be used for?

Mr. Fann stated affordable housing.

Ms. Schreiber stated that this is the former Shultz property that has now been cleaned up. IDEM has approved this property for residential.

Mr. Fann stated that we did the clean-up per residential standards.

The roll call vote was as follows: Ayes: Mr. Steffen, Mr. Holtz, Mr. Roberts, and Ms. Schreiber. Nays: None. The motion passed unanimously 4-0.

STAFF UPDATES:

CDBG: Ms. Jackson asked for comments from the public. No public comments.

DOWNTOWN: Mr. Fann stated that he did receive an offer for 1008 W Indiana and he would work with Mr. Boyn on that.

Ms. Schreiber asked about the structure analysis.

Mr. Fann stated that that was the Consolidated TIF. A consultant stated that it would be in the \$50,000 range to do a structure analysis [on 1701 Sterling]. We can do a site inspection for significantly less but that will not tell us if the building can be utilized for what the intended purpose would be.

Hotel Elkhart should be done in June 2021

CASSOPOLIS: Mr. Fann stated that he'll send the Commissioners information on the Cassopolis Wayfinding to get your input.

112 Division will be on the May agenda.

ECONOMIC DEVELOPMENT: ACDC loan fund is up to date, EUEA Emergency Relief is receiving a lot of community support, food truck festival planning is going along great. Paint the parks with Buildings and Grounds and the Elkhart High School is moving forward seamless the third week of April.

OTHER BUSINESS:

Approval of Warrick and Boyn March 2021 Invoice: Motion made by Mr. Steffen seconded by Mr. Holtz to approve the invoice. Ms. Schreiber asked for questions or comments from the Commission or public.

The roll call vote was as follows: Ayes: Mr. Steffen, Mr. Holtz, Mr. Roberts, and Ms. Schreiber. Nays: None. The motion passed unanimously 4-0.

PUBLIC COMMENT

ADJOURNMENT

There being no further discussion, the meeting was adjourned at 5:05 p.m.

SANDI SCHREIBER, PRESIDENT

RESOLUTION NO. 21-R-_____

**Resolution of the City of Elkhart Redevelopment Commission
2021 Budget Year Determination for TIF Revenues**

WHEREAS, the City of Elkhart Redevelopment Commission (the "Commission"), has previously established the Aeroplex, Cassopolis Street, Consolidated South Elkhart, Technology Park Allocation Areas and Downtown Allocation Areas No. 1, No. 2 and No. 3 ("TIF Allocation Area") for purposes of capturing tax increment revenues pursuant to Indiana Code 36-7-14-39 [and Indiana Code 36-7-14-39.3] (the "TIF Revenues").

WHEREAS, pursuant to Indiana Code 36-7-14-39 and 50 IAC 8-2-4, the Commission is required to make a determination on TIF Revenues and notify overlapping taxing units as well as the county auditor and also the fiscal body of the city, town or county that created the Commission.

WHEREAS, with respect to the TIF Allocation Area, for budget year 2022, the Commission has determined the amount of the TIF Revenues projected to be collected in 2021 as well as the amount of TIF Revenues needed in 2022 to meet the Commission's outstanding debt service or lease payment obligations, to pay for projects that are located in or directly serve or benefit the TIF Allocation Area, and to meet other purposes permitted by Indiana Code 36-7-14-39(b)(3), as set forth in the TIF DISTRICT WORKSHEET attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the City of Elkhart Redevelopment Commission as follows: the Commission has determined that (a) all potential captured assessment (as defined in 50 IAC 8-1-16) with respect to the TIF Allocation Area in 2022 shall be captured assessment (as defined in 50 IAC 8-1-10), (b) there is no excess assessed value that may be allocated to the respective taxing units prescribed in IC 36-7-14-39, and (c) overlapping taxing units as well as the Elkhart County Auditor, the Elkhart Common Council, and the DLGF in electronic format, will be notified by sending Exhibit A via Certified Mail Return Receipt Requested or Hand Delivery with written confirmation of receipt.

BE IT FURTHER RESOLVED that the President of the Redevelopment Commission is hereby authorized and directed to cause to be prepared and submitted to the Elkhart Common Council the Report required pursuant to Indiana Code 36-7-14-13(e) by not later than June 15, 2021.

ADOPTED and APPROVED at a meeting of the City of Elkhart Redevelopment Commission held on the 11th day of May, 2021.

CITY OF ELKHART
REDEVELOPMENT COMMISSION

Sandra Schreiber, President

ATTEST:

Alex Holtz, Secretary

Rod Roberson
Mayor



Development Services
229 S. Second St.
Elkhart, IN 46516
574.294.5471
Fax: 574.970.1361

Patricia A. Pickens, Elkhart County Auditor
117 N. 2nd Street, Room 203
Goshen, IN 46516

May 12, 2021

Re: Cassopolis Street Corridor Economic Development Allocation Area
Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area
Elkhart Aeroplex Economic Development Area Allocation Area
Downtown Urban Renewal Area, Allocation Areas No. 1, No. 2 and No. 3
Tech Park Economic Development Area Allocation Area

Dear Patricia Pickens, County Auditor, City of Elkhart Common Council, and all overlapping taxing units:

In accordance with IC 36-7-14-39(b)(4)(B) (the "Act"), the City of Elkhart Redevelopment Commission (the "Commission") is hereby notifying you of the following determination that it has made concerning its Tax Allocation Area(s) for 2021 taxes payable 2022. The Commission has determined that there is no "excess assessed value" that may be allocated to the overlapping taxing units in the manner prescribed in subdivision.

Regards,

Sandra Schreiber
President of the City of Elkhart
Redevelopment Commission

229 S. Second Street
Elkhart, IN 46516

Electronic Copy to:
Dept. of Local Government Finance

RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF
ELKHART, INDIANA, APPROVING MEIJER DEVELOPMENT AGREEMENT

Whereas, Meijer desires to purchase real estate in the Cassopolis Corridor Economic Development Area to build a Meijer store and has requested the Commission expend Area TIF Revenue to install certain local public improvements all as set forth in the attached Development Agreement; and

Whereas, there has been submitted to the Commission, for its review and approval, the form of Development Agreement (the "Agreement") which has been negotiated with, and approved by Meijer; and

Whereas, the Commission has reviewed the Agreement and believes it is in the best interest of the City and its inhabitants to fund and install the local public improvements and approve the Agreement.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the installation of the local public improvements at a not to exceed cost of \$1,400,000.
2. The Commission approves the terms and conditions of the Agreement and authorizes the President to approve any non-material revisions thereto she deems appropriate.
3. The Commission appropriates the sum of \$1,400,000.00 from the Cassopolis Corridor Economic Development Area Allocation Area Special Fund to cover the cost of the local public improvements. Any unexpended funds left after completion of the local public improvements to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to execute and deliver the Agreement, and all other Documents, and do all acts, which they deem necessary and appropriate to complete the Sale and carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11TH
DAY OF MAY 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

By _____
Alex Holtz, Secretary

RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE AND
DEVELOPMENT AGREEMENT FOR 112 DIVISION STREET

Whereas, The Commission has negotiated the sale of the real estate described in the Purchase and Development Agreement attached hereto (the "Purchase Agreement"); and

Whereas, the Commission, having previously offered the Property for sale with no bids received, and more than 30 days having elapsed, has received and considered the proposed improvements for residential use, the amount offered, and the proposed form of Purchase Agreement, now finds that the Property is no longer needed for redevelopment purposes and that the proposed use and improvements will be of substantial benefit to the Area and will further the Redevelopment Plan for the Area; and

Whereas, there has been submitted to the Commission, for its review and approval, the form of Purchase Agreement; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants to sell the real estate in accordance with the terms therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the sale of 112 Division Street at the price and on the terms set forth in the Purchase Agreement attached hereto.
2. The Commission approves the terms and conditions of the Purchase Agreement.
3. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement, and all other documents, and do all acts, which they deem necessary and desirable to complete the sale of the Property.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11th
DAY OF MAY 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

PURCHASE AND DEVELOPMENT AGREEMENT

1. **PARTIES:** As of the 11th day of May, 2021, (the "Effective Date") City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation ("Seller") agrees to sell and convey to Cherokee Rose Partners, LLC, an Indiana limited liability company ("Purchaser") and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Property commonly known as 112 Division Street in the City of Elkhart, Elkhart County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent alleys, all of the above hereinafter collectively called "Property," and whose legal description is contained on Exhibit "1" attached hereto and incorporated herein.

3. **PRICE:** The total purchase price shall be One Hundred Five Thousand Dollars (\$105,000) ("Purchase Price"), payable in cash at Closing.

4. **EARNEST MONEY:** No earnest money is required.

5. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at Meridian Title Corporation within 60 days of the Effective Date unless extended in writing signed by both parties hereto.

6. **POSSESSION:** The possession of the Property shall be delivered to Purchaser in its AS IS condition.

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

8. **REAL ESTATE TAXES:** Seller will pay all outstanding real estate taxes for 2020 and prior years, if any. Real estate taxes for 2021, pay 2022, if any, will be prorated to the date of Closing. Purchaser shall pay all future real estate taxes.

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

10. **SURVEY:** Seller will provide Purchaser a copy of any existing survey of the Property. Seller shall permit Purchaser to obtain, at Purchaser's expense, any survey for the Property it may desire.

11. **ENVIRONMENTAL INSPECTIONS:** This property is located in a Residential Zone. Seller will provide Purchaser a copy of any existing environmental review report it may possess. Purchaser accepts the Property "AS IS", and waives any additional environmental review.

12. **TITLE AND SURVEY APPROVAL:** Seller will deliver to Purchaser, at Seller's sole cost, a Commitment for Title Insurance from Meridian Title Corporation to insure in Purchaser or its assignee a marketable title in fee simple absolute to the Property, subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment"). If Purchaser has an objection to any item disclosed in such Commitment, it will notify Seller in writing within ten (10) days of receipt. Seller will use its best efforts to resolve any objection. If it cannot be resolved, or if the cost to resolve is, in Seller's opinion, excessive and not warranted in relation to the purchase price, Purchaser shall have the option of waiving the defect and closing the purchase, or terminating this Agreement without penalty.

13. **SPECIAL ASSESSMENTS:** Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Seller. Purchaser assumes and agrees to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

14. **PURCHASER'S COMMITMENT FOR DEVELOPMENT OF PROPERTY.**

The Purchaser commits to improve the Property as follows:

a. Purchaser will, as additional consideration for the transfer of title, on or before September 1, 2021, begin renovation of the residence on the property, at an estimated cost of \$22,000 (the "Estimated Cost"), which improvement will include:

- (1) Replace attic level "fish scale" shake shingles in gable peaks (on 3 sides) with HardiPlank shakes.
- (2) Restore stained glass attic windows, adding back-lit LED illumination.
- (3) Remove glued-on carpet on first floor; sand/stain/varnish hardwoods (Advance Hardwood Flooring Co.)

- (4) Replace institutional ceiling light fixtures with period-appropriate lighting.
- (5) Remove boxed-in closet build-out to reveal pocket doors @ 1st floor.
- (6) Replace plywood inserts of rear door fanlights with etched glass replacements.
- (7) Rebuild rotted entry pediment @ front porch.
- (8) Approx. \$250/year flower annuals, hanging baskets.

and complete construction by September 1, 2023.

b. Purchaser will provide Seller proof of committed and available funding for the proposed improvements prior to closing.

c. Purchaser shall provide Seller written requests for extensions of time to begin and complete construction if extensions become necessary, and Seller will not unreasonably withhold consent to such extensions, provided Purchaser has presented just cause for not complying with the original construction schedule set forth herein.

d. Purchaser agrees that if it fails to complete construction within the schedule then in effect, without just cause, it will owe Seller an additional \$ in liquidated damages in the same percentage of Estimated Cost as the percentage of uncompleted Paragraph 14a improvements, to be determined in the sole and absolute discretion of Seller.

15. PURCHASER'S CONDITIONS TO CLOSING.

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

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

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

16. SELLER'S CONDITIONS TO CLOSING:

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

- (1) Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date;
- (2) Purchaser shall have complied with the pre-closing requirements in Paragraph 14 (b) and (d).

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement without penalty. Except as otherwise herein specifically provided, upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

17. SALES EXPENSES: Seller and Purchaser agree that all sales expenses are to be paid in cash prior to or at the closing.

a. Seller's Expenses. Seller shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) one-half (1/2) of any closing fee; 3) preparation of Deed and Vendor's Affidavit; and 4) other expenses stipulated to be paid by Seller under other provisions of this Agreement.

b. Purchaser's Expenses. Purchaser agrees to pay all other recording fees; one-half (1/2) of any closing fee; copies of documents pertaining to restriction, easements, or conditions affecting the Property; and expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

18. DEFAULT: If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey

marketable title as required by this Agreement and the defect or defects are not waived by Purchaser, this Agreement will terminate without further liability of either party. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

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

20. **DUTIES OF PURCHASER AND SELLER AT CLOSING:**

a. At the closing, or at such other times as specified herein, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

- (1) A duly executed and acknowledged Limited Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens and encumbrances, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;
- (2) A "Marked Up" Commitment for a Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject only to the standard printed exceptions contained in the usual form of the Title Policy;
- (3) Execute all other necessary documents to close this transaction.

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

- (1) Pay the cash portion of the Purchase Price; and
- (2) Execute all other necessary documents to close this transaction.

21. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Purchaser may, at its option, terminate this Agreement by written notice to Seller within ten (10) days after Purchaser is advised of the commencement of condemnation proceedings, or Purchaser shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Purchaser's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Purchaser and the Purchase Price shall not be reduced.

22. MISCELLANEOUS:

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

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

c. Both Purchaser and Seller agree that there are no brokers involved in this Agreement.

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

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

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

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

h. Time is of the essence of this Agreement.

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

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

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

“PURCHASER”

Cherokee Rose Partners, LLC

“SELLER”

City of Elkhart, Indiana

Department of Redevelopment

By:

Steve Gruber, Managing Member

By:

Sandra Schreiber, President
Elkhart Redevelopment Commission
229 S. Second Street,
Elkhart, IN 46516

Purchaser's Address

Purchaser's Taxpayer I.D. _____

Exhibit 1

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

A part of Out Lot 25, as said lot is known and designated on the recorded Corporation Plat of the Town of Elkhart, now City, more particularly described as follows:

Beginning at a rebar on the North line of Division Street, 111.00 feet East of the northeast corner of Main and Division Streets, in said City of Elkhart, said point also being at the intersection of the East line of the first alley East of Main Street with the North line of Division Street; thence North 05°09'54" West along the East line of said alley a distance of 53.57 feet to a cross cut; thence North 43°49'08" East a distance of 36.71 feet to a Mag Nail with a washer; thence North 32°52'40" East a distance of 23.02 feet to a Mag Nail with a washer; thence North 83°56'04" East a distance of 15.71 feet to an iron pipe; thence South 5°27'05" East a distance of 96.51 feet to a point on the North line of Division Street; thence South 85°17'52" West along the North line of Division Street a distance of 58.08 feet to the place of beginning of this description.

Containing 0.105 of an acre.

RESOLUTION NO. 21-R-_____

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

WHEREAS, the Commission holds title to realty commonly known as Adj. NW 1721 S. Main and/or Adj. SE 1635 S. Huron St., in the City of Elkhart having obtained the same through County Tax Deeds, the legal descriptions thereof are attached hereto as Exhibit A (the "Real Estate"); and

WHEREAS, the Commission desires to sell the Real Estate to LaCasa, Inc., a Community Development Corporation ("Buyer"), pursuant to I.C. 36-7-14-22.2, to be redeveloped and resold as housing for low or moderate income families; and

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

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

WHEREAS, the Commission has conducted a public meeting on the issue of sale or grant to the CDC, and no public opposition to such transfer has been expressed.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission accepts the offer and approves the sale of the Real Estate to LaCasa, Inc. for the sum of \$1.00.
2. The Commission approves the terms of the Agreement.
3. The officers of the Commission are authorized to execute the Agreements, all deeds and other documents, and take all action they deem necessary and appropriate to carry out the terms of this Resolution.

DULY ADOPTED BY MAJORITY VOTE THIS 11TH DAY OF MAY, 2021.

ELKHART REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

Attest:

By _____
Alex Holtz, Secretary

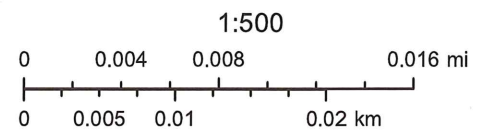
EXHIBIT A

Lot Numbered 645, 646 and 647 as the said Lots are known and designated on the recorded Plat of HUDSON-STERLING ADDITION to the City of Elkhart, recorded in Deed Record 115, page 413, in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as: Adj. NW 1721 S. Main and/or Adj. SE 163 S. Huron St., Elkhart, Indiana.

Tax Code No.'s: 06-09-409-030/031/032.000-012

Huron St. lots



April 5, 2021

Dear Mr. Fann,

My name is Wilber Bonilla and my wife's name is Cecilia Bonilla. We are happy owners of 1008 W Indiana Ave. We have a four year old son and are expecting a baby on the way. It's been a little over a year now with our house. When we purchased our home our first thought was WOW what great space we have, but unfortunately they had told us that the land wasn't ours unless we buy it.

We are writing this letter to inform you about our intentions of buying this land.

With summer coming this would be a great time to put a fence around. In the past we had several people walking through our driveway and even close to our home. This is our biggest safety concern that we have. Having strangers walking through the yard makes my wife worry a lot. Having a fence would give us more privacy and it would make the people not trespass. With the fence also up our son wouldn't have to worry about cars passing or if the ball goes out in the street.

We would also like to put a playground and a trampoline. When we grill outside it'd be perfect for our kids to have a playing area. With Covid, it is a struggle going to places or even finding time to go out and travel. I own a tractor and I know it's really important making sure the land is well taken care of. You wouldn't need to worry about that.

Now, I know my wife and you talked about pricing. She mentioned that if no one takes up on the offer you guys have it as we can offer something. We are willing to offer \$1,500. I hope that we can come to an agreement. If you have any questions please don't hesitate to give us a call at 574-606-7477.

Thank you for your time in reading this letter.

Sincerely,
Wilber and Cecilia Bonilla

RESOLUTION NO. 21-R-

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF CONSOLIDATED SOUTH ELKHART ECONOMIC DEVELOPMENT/REDEVELOPMENT AREA TIF FUNDS FOR SOUTH MAIN STREETSCAPE IMPROVEMENTS

WHEREAS, The Commission has established a South Main Street Improvements Project which includes projects to improve pedestrian safety, traffic safety, visual appeal and creation of a railway quiet zone along the South Main Corridor, which improvements are within and serve the Consolidated South Main Economic Development/Redevelopment Allocation Area (the "Consolidated TIF Area"); and

WHEREAS, the current phase of the project consists of reconstruction of the roadway along South Main from Lusher Avenue to 200 feet East of Chase Street with reconfiguration of side street approaches as generally shown on the attached Memorandum at an estimated cost of \$3,077,300 (the "Work"); and

WHEREAS, the City Engineer requests an appropriation of \$3,077,300 for the Work to be funded from the Consolidated TIF Area Special Fund; and

WHEREAS, the Commission believes it will be in the best interest of the citizens of Elkhart and of the TIF Area to appropriate the funds necessary to allow the Work to start on the Project.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission appropriates from the Consolidated TIF Area Special Fund the sum of \$3,077,300.00 to cover the cost of the Work.
2. The appropriation shall continue in effect until the completion of the Work. Any surplus shall be credited to the proper fund as provided by law.
3. The Officers of the Commission are authorized to execute all agreements and do all other acts they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED by majority vote on the 11th day of May 2021.

ELKHART REDEVELOPMENT COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Alex Holtz, Secretary



M E M O R A N D U M

DATE: April 23, 2021

TO: Redevelopment Commission

FROM: Ryan Clussman, Right-of-Way Engineer

RE: **Appropriation for South Main Street Streetscape Project - Bid #21-12**

The Department of Public Works requests an appropriation of \$3,077,300.00 for the South Main Street Streetscape project.

The project will consist of a reconstructed roadway along South Main Street from Lusher Avenue to 200' South East of Chase Street, the side street approaches will also be reconfigured as necessary for this project.

The design plans and specification for the project were developed by Christopher B. Burke Engineering Ltd.

It is requested the RDC:

Appropriate \$3,077,300.00 from TIFF funds for the South Main Street Streetscape Project Bid #21-12.



RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE AGREEMENT FOR
FEMA FLOOD DAMAGED PROPERTY AT 412 N. THIRD STREET AND
APPROPRIATING FUNDS

Whereas, The City has applied for grants under the Federal Emergency Management Agency Hazard Mitigation Assistance Program (the "FEMA HMAP") which provides 75% of the purchase price and costs for parcels of property within the city damaged by flooding to allow the City of Elkhart, Indiana (the "City") to take title in order to demolish the sites and maintain them in the future as Open Space (the "FEMA Grants"); and

Whereas, the City Administration has asked the Commission, as oversight board for Community Development Block Grant ("CDBG") programs, to assist it in arranging the purchases through preparation of documents, coordination of closings and CDBG funding for the portion of the purchase prices not covered by the FEMA Grants; and

Whereas, a FEMA Grant has been approved for purchase of the property at 412 N. Third Street and the owner of the property has reviewed and approved the terms of the Purchase Agreement under which the City will acquire title; and

Whereas, the Purchase Agreement has been submitted to the Commission for approval and funding, and the Commission finds the acquisition is consistent with the goals of the Downtown Redevelopment Plan and the goals of the City to acquire flood damaged properties under the FEMA HMAP program for demolition purposes; and

Whereas, the Commission has reviewed the Agreement and believes it is in the best interest of the City and its inhabitants that the City acquire the property and provide CDBG funding for the remainder of the purchase price.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the purchase of 412 N. Third Street by the City in accordance with the terms of the attached Purchase Agreement at a price of \$58,700.00 and appropriates the sum of \$14,675.00 from the Community Development Block Grant Special Funds (the "CDBG Funds") to apply to the Purchase Price.
2. The Commission appropriates the sum of \$30,000.00 from the CDBG Funds to pay the closing and related acquisition and demolition costs, with any excess funds to be returned to the appropriate account.
3. The Commission approves the terms and conditions of the Agreement and all attachments thereto.
4. The Officers of the Commission are authorized to do all acts which they deem necessary and appropriate to assist the City in acquiring these properties in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11th
DAY OF MAY 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

AFFIDAVIT OF HOMEOWNER IN FURTHERANCE OF FEMA HAZARD MITIGATION ASSISTANCE
PROGRAM FOR ACQUISITION OF FLOOD DAMAGED PROPERTY FOR DEMOLITION PURPOSES

The undersigned, being first duly sworn upon his/her oath, affirms as follows:

1. I/We are the owner(s) of legal and equitable title in the real estate in the City and County of Elkhart, State of Indiana, commonly known as _____, the legal description of which is attached hereto as Exhibit A and incorporated herein by reference (the "Property").
2. I/We, with the assistance of the City of Elkhart, Indiana ("City"), have applied for a grant under the Federal Emergency Management Agency Hazard Mitigation Assistance Program which would provide funding to allow the City to purchase and demolish the Property to be maintained as Open Space.
3. The improvements on the Property were substantially damaged and rendered uninhabitable as a result of the 2018 flooding of the St. Joseph River.
4. I/We have not submitted a claim under the National Flood Insurance Program.

The undersigned affirms under the penalties of perjury that the undersigned has fully read and examined this Affidavit, that the statements are made based upon the personal knowledge and belief of the affiant, and the statements contained herein are true.

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of May, 2021, by and between Joseph M. Glick, whose address is 412 N. Third Street, Elkhart, Indiana 46516 hereinafter referred to as "Seller", and City of Elkhart, Indiana, a municipal corporation, whose address is Municipal Building, 229 S. Second St., Elkhart, Indiana 46516, hereinafter referred to as "Buyer";

W I T N E S S E T H:

WHEREAS, Seller holds fee simple title to the real estate hereinafter described which was rendered uninhabitable as a result of flooding of the St. Joseph River in 2018; and

WHEREAS, Buyer has obtained a FEMA Grant under the Hazard Mitigation Grant Program to provide funding to acquire the Real Estate for the purpose of demolition and future use as Open Space; and

WHEREAS, Seller wishes to sell said real estate to Buyer and Buyer wishes to purchase of and from Seller said real estate; and

WHEREAS, Seller and Buyer hereto wish to reduce their agreement to writing.

NOW THEREFORE, in consideration of the premises and the mutual covenants of Seller and Buyer herein contained, it is mutually agreed as follows:

1. Sale Price, Earnest Money: Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller the real estate described on Exhibit A attached hereto, located in City and County of Elkhart, State of Indiana, commonly known as 412 N. Third Street, Elkhart, Indiana 46516 (the "Real Estate") for Fifty-eight Thousand Seven Hundred and 00/100 Dollars (\$58,700.00) (the "Purchase Price").

2. Taxes: Seller shall pay the taxes on the Real Estate for the year 2020 payable in 2021, and prior years. The taxes on the Real Estate for the year 2021, due and payable in 2022, shall be prorated between Seller and Buyer to the date of closing. If the current tax rate has not been established, the prior year rate will be used to compute the proration. Seller shall also pay, on or before the date of closing, any and all assessments against the Real Estate which shall become a lien thereon after the date of this Agreement and prior to the date of closing.

3. Title: At closing, Seller will execute and deliver to Buyer a good and sufficient warranty deed conveying the Real Estate in the same condition as it now is, ordinary wear and tear

excepted, in fee simple, free and clear of all liens and encumbrances but subject to current taxes, easements and restrictions of record, and zoning regulations.

4. Risk of Loss: The risk of loss or damage to persons entering the Real Estate and to the Real Estate or to improvements on the Real Estate by any fire or any other cause or occurrence is assumed by Seller until delivery of the warranty deed by Seller to Buyer at closing.

5. Inspections: All inspections will be completed, at Buyer's option and sole expense, within thirty (30) days of the date hereof. If Buyer reasonably believes the reports disclose a major problem with the Real Estate and the Seller is unable or unwilling to remedy the problem, this Agreement may be terminated and the earnest money deposit refunded to Buyer or the problem waived by Buyer.

6. Insurance: Insurance shall be canceled as of the Closing Date and the Buyer shall provide its own insurance.

7. Survey: No survey is required.

8. Title Insurance: Buyer shall obtain within thirty (30) days after acceptance of this Purchase Agreement, a Commitment for Title Insurance from Meridian Title Corp., in the amount of the Purchase Price to insure in Buyer a marketable title in fee simple absolute to the Real Estate, and subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment") and, at Buyer's request, legible copies of all recorded instruments affecting the Real Estate recited as exceptions in the Commitment. If Buyer has an objection to items disclosed in the Commitment provided for herein, Buyer shall promptly make written objection to Seller after receipt of each such instrument. If Buyer makes such objections or if the objections are disclosed in the Commitment, or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within the time period, Buyer may (a) terminate this Contract, or (b) waive the unsatisfied objections and close the transaction.

9. Property on Premises: All property on the Real Estate as of the date of Closing shall transfer to the ownership of Buyer.

10. Possession, Date of Closing: Seller agrees to deliver possession of the Real Estate to Buyer at closing which shall be on or before the 60th day from the date hereof, or as soon

thereafter as same can reasonably be accomplished. Closing will occur at the offices of Meridian Title Corp. in Elkhart, Indiana, and Meridian will conduct the Closing as Closing Agent. Each party will execute and deliver all documents required by the Closing Agent and Title Insurer necessary to complete this transaction and convey title.

11. Sales Expenses: Seller and Buyer agree that all costs of sale are reimbursable expenses under the FEMA Grant and are to be paid by Buyer prior to or at the closing.

12. Default: If Buyer breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Buyer, Buyer may terminate this Agreement without penalty, provided, however, Buyer shall have the right to pay and satisfy any existing liens not otherwise assumed by Buyer and deduct that amount from the Purchase Price. If Seller refuses to perform as required, Buyer may pursue all available legal and equitable remedies.

13. Condemnation: If prior to Closing Date condemnation proceedings are commenced against any portion of the Real Estate, Buyer may, at its option, terminate this Agreement by written notice to Seller within ten (10) days after Buyer is advised of the commencement of condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Buyer's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Buyer and the purchase price shall not be reduced.

14. Binding Agreement: Seller and Buyer agree that the provisions of this Agreement shall be binding upon, apply to and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives, successors and assigns. All prior discussions and negotiations are merged herein, and this document contains the complete agreement of the parties.

15. Disclosures: Buyer acknowledges receipt from Seller of the Lead Based Paint Certification and Acknowledgment and Seller's Real Estate Sales Disclosure and Affidavit of Non-Applicability of Responsible Property Transfer Act.

IN WITNESS WHEREOF, the Seller and Buyer have signed, sealed and delivered this Agreement in duplicate counterparts each of which shall be deemed an original, on the day and year first above written.

“SELLER”:

Joseph M. Glick

“BUYER”:

City of Elkhart, Indiana

By: _____
Rod Roberson, Mayor

This instrument was prepared by the law firm of WARRICK & BOYN, LLP, 861 Parkway Avenue, Elkhart, IN 46516 by Gary D. Boyn.

EXHIBIT A

(Legal Description)

A parcel of land forty-one feet and three inches (41'3") by parallel lines north and south from off the north end of Lot Number Fifty-two (52) as the said Lot is known and designated on the recorded Plat of A.W. DUNBAR'S ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 61, page 506 in the Office of the Recorder of Elkhart County, Indiana.

Taxpayer I.D. 35-1036189

Elkhart Redevelopment Commission
ATTN: Kacey Jackson
229 S. Second Street
Elkhart IN 46516

Page: 1
April 30, 2021
Account No: 26399-000M
Statement No: 162965

Attn: Kacey Jackson

Re: General Services

Payments received after 04/30/2021 are not included on this statement.

Previous Balance \$38,137.57

Fees

		Hours	
04/01/2021	CTP Update offering resolution for Huron Street properties	0.50	127.50
	CTP Review correspondence with Meijer, Review Economic Development Agreement, Teleconf with A. Mack and E. Trotter re: revisions to agreement, Teleconf with R. Arndt re: Hardee's right of way RE: CASSOPOLIS TIF (MEIJER)	5.00	1,275.00
	CTP Review Rent a Center lease, Email A. Fann re: same	0.60	153.00
04/05/2021	CTP Review court order. Teleconf with B. Huber. Teleconf with M. Kelln re: substitution of counsel RE: 1101 E Beardsley	2.50	637.50
04/06/2021	CTP Attend Special Redevelopment meeting	1.00	255.00
	CTP Teleconf with S. Schreiber re: 1101 E Beardsley litigation	0.30	76.50
04/07/2021	CTP Review Hardee's easement agreement. Email R. Arndt re: same RE: MEIJER	1.80	459.00
	CTP Review and send notices of sale for 1635 Huron and 1710 S. Main	0.50	127.50
04/08/2021	CTP Teleconf with E. Trotter, Review and revise Economic Development Agreement, Review and revise roadway dedication agreement RE: MEIJER	6.00	1,530.00
	CTP Teleconf with M. Nelson re: 1101 E. Beardsley litigation	0.40	102.00
	CTP Revise resolutions for FEMA properties	0.40	102.00
04/09/2021	CTP Attend pre-agenda meeting	1.20	306.00
	CTP Review annual report requirements	0.80	204.00
	CTP Multiple correspondence with M. Nelson and B.		

Re: General Services

Hours

	Huber re: 1101 E Beardsley litigation	1.50	382.50
CTP	Multiple correspondence with R. Arndt, A. Mack re: Meijer development agreement and easement	2.00	510.00
04/12/2021 CTP	Teleconf with E. Trotter, Teleconf with A. Mack, Email to M. Brooks re: Meijer project	1.80	459.00
CTP	Draft resolution approving annual report	0.50	127.50
CTP	Review letter from B. Huber re: LaBour Pump mediation, Email commissioners re: same	0.50	127.50
04/13/2021 CTP	Attend executive session re: 1101 Beardsley	1.00	255.00
CTP	Attend Redevelopment Commission meeting	1.00	255.00
CTP	Review latest draft of development agreement re: Meijer. Teleconf with G. Boyn re: same, Teleconf with E. Trotter re: same	2.00	510.00
04/14/2021 CTP	Email C. Cope re: FEMA buyouts	0.40	102.00
CTP	Review and revise roadway dedication agreement	1.60	408.00
CTP	Email B. Huber and M. Nelson re: 1001 Beardsley litigation	0.40	102.00
CTP	Confirm publication of notice re: Huron Street/La Casa	0.30	76.50
CTP	Confirm publication of notice re: 1710 S Main	0.30	76.50
CTP	Revise Hardee's road dedication agreement. Email same to A. Mack RE: MEIJER	1.40	357.00
MRY	Calculate recording fees and review deed for errors and correct re: 1721 S. MAIN	0.30	45.00
04/15/2021 JRR	Draft documents re: eviction at 209 N. 2nd St. re: Downtown TIF.	1.20	210.00
CTP	Teleconf with E. Trotter re: new owner. Email new owner and tenant re: access agreement. Review and revise access agreement. Email A. Mack re: status update re: MEIJER	3.00	765.00
CTP	Review subrecipient agreement re: 169 State Street. Teleconf with K. Jackson re: same re: CDBG	0.90	229.50
CTP	Review wayfinding presentation re: Cassopolis Street	0.50	127.50
GDB	Forward restrictions to Meridian and request preparation for closing re: FEMA REAL ESTATE	0.40	114.00
GDB	Review Hardee's draft of agreement re: Grant of Easement re: MEIJER	0.40	114.00
GDB	Review e-mails re: substitution of counsel and Ice Miller Amendment of Fee Agreement re: 1101 E. BEARDSLEY	0.30	85.50
04/16/2021 CTP	Email K. Jackson re: 169 State Street re: CDBG	0.30	76.50
CTP	Review and revise economic development agreement. Email A. Mack re: same. Multiple correspondence with Hardee's lot owner and tenant. RE: MEIJER	2.90	739.50
CTP	Review and revise eviction pleadings re: 209 N. Second Street	0.70	178.50
GDB	Teleconfs with CTP. Review final draft of		

Re: General Services

		Hours	
	Development Agreement. Advise re: corrections plus probable need to hire Crowe to provide annual calculations of TIF revenue and to determine if there exists a legal description sufficient to create public right-of-way easement for Emerson Drive extension re: MEIJER	1.00	285.00
04/19/2021	CTP Multiple correspondence with Hardee's owner re: Meijer project	0.70	178.50
	GDB E-mail Dana and Crystal re: status of invite to over-lapping taxing districts. Draft invitation, update over-lapping units, restriction and letter re: ANNUAL TIF MEETING	2.00	570.00
	GDB Review NLG e-mail re: status and Motion to Dismiss Conn Selmer re: 1101 E. BEARDSLEY	0.30	85.50
	GDB E-mail Chaise Cope re: status of purchase agreements and Resolution to Meridian so it can prepare closing documents. E-mail Chaise to fill in restrictions form except for date and get to Meridian re: FEMA REAL ESTATE	0.50	142.50
	GDB E-mail Eric T., et al re: status of Development Agreement and finalize May Resolution approving agreement and e-mail for review re: MEIJER	0.60	171.00
	GDB Review final Resolution, invitation and mailing list and letter to Auditor. Forward to Dana for packet and to print on letterhead. Review last years report from Dana requested by Crystal re: ANNUAL TIF MEETING	0.60	171.00
	GDB Respond to Chaise to find out how sellers want to receive their checks at closing re: FEMA REAL ESTATE	0.30	85.50
04/21/2021	GDB E-mails with Meridian and Chaise. Draft revisions to deed forms to cover Acceptance of Deed and FEMA restrictions. E-mail revised Deed forms to Meridian and Chaise to review and approve re: FEMA DEEDS	1.30	370.50
	GDB E-mails re: procedure for BPW purchase of easement re: MEIJER	0.30	85.50
	GDB Review adopted Resolution. E-mail Dana to provide Deed from BPW to record re: LA CASA/HURON STREET	0.30	85.50
	GDB E-mail copy of Resolution approving TIF services by Baker Tilly to Jamie Arce and Todd Samuelson re: 500 MAIN	0.30	85.50
	GDB E-mail signed Resolution to NLG. Check with Dana on status of fully signed Fee Agreement with NLG. Draft Amended Agreement with Ice Miller. Review Roberts updated report re: 1101 E. BEARDSLEY	0.80	228.00
	GDB Respond to Crystal re: content of annual TIF review re: ANNUAL TIF REPORT	0.40	114.00

Re: General Services

			Hours	
04/22/2021	GDB	E-mails with J. Espar and Eric re: issues with easement rights re: MEIJER	1.00	285.00
04/26/2021	GDB	E-mails with Dana re: need to record deed from BPW re: LA CASA/HURON STREET	0.30	85.50
	GDB	E-mail Meridian re: status of closing document drafts re: FEMA REAL ESTATE	0.30	85.50
	GDB	Respond to Adam re: bills for Hampton Drive lights re: NORTH POINTE IMPROVEMENTS	0.30	85.50
	GDB	Conference re: need for information to do purchase agreement and Resolution on adjacent owner's offer to purchase re: 1008 W. INDIANA	0.10	28.50
04/27/2021	GDB	Review list of properties with tax bills. Search files for information re: post-closing taxes due re: REAL ESTATE TAX EXEMPTIONS	1.30	370.50
04/28/2021	CTP	Review Pizza Hut and Bike Shop leases. Email A. Fann re: same RE: RIVER DISTRICT	0.70	178.50
	GDB	Research and draft reply e-mail to A. Waldorp re: exemption for real estate owned by Department of Redevelopment re: REAL ESTATE TAXES	1.00	285.00
	GDB	Conference re: status of Crowe review of TIF needed and re: need to nudge for decision re: EXPANSION AREA 3	0.20	57.00
	GDB	Review e-mails re: Bike Shop's responsibility to pay any assessed real estate taxes re: BIKE SHOP	0.10	28.50
	GDB	Review information and signed documents for 526 and status of 1101. Forward to Meridian re: FEMA REAL ESTATE PURCHASES	0.30	85.50
	GDB	E-mail Adam re: status of offers and purchase agreements re: 112 DIVISION/1008 W. INDIANA	0.30	85.50
04/29/2021	CTP	Review Subway, Pizza Hut leases. Email Assessor re: same	0.80	204.00
	CTP	Review 1918 Markle acquisition documents. Email Assessor re: same	0.60	153.00
	GDB	E-mails with Chaise and Meridian re: preparing for closing on 526 Washington. Review Closing Statement re: FEMA REAL ESTATE	0.40	114.00
	GDB	E-mails with Adam re: liquidated damage clause discussion in purchase agreement and sign-off by purchaser re: 112 DIVISION	0.40	114.00
	GDB	E-mails with Adam re: who should pay closing costs in re: negotiating purchase agreement. Review offer re: 1008 W. INDIANA	0.40	114.00
04/30/2021	CTP	Finalize and file eviction proceedings for 209 N 2nd Street	0.70	178.50
	GDB	Review report on deposition re: ICE MILLER/FOUNDRY	0.30	85.50
	GDB	Review e-mails re: premises vacation mid-May and signed amendment re: SUBWAY	0.20	57.00

April 30, 2021

Account No: 26399-000M

Statement No: 162965

Re: General Services

	Hours	
GDB Revise and e-mail Resolution approving purchase agreement for packet. Request timetable for Paragraph 14 - Improvements re: 112 DIVISION	0.60	171.00
GDB Review report prepared by Crystal Welsh re: TIFF ANNUAL MEETING	1.50	427.50
GDB Review B. Huber's update on mediation and status of offers and respond re: ICE MILLER/LE BOUR PUMP	0.30	85.50
GDB Revise first page of Deed from BPW re: LA CASA/HURON STREET	0.20	57.00
For Current Services Rendered	68.30	17,868.00

Expenses

04/15/2021	Payment to Elkhart County Auditor re: transfer fee re: 1721 S. MAIN	10.00
	Total Expenses	10.00

Advances

04/15/2021	Recording fee paid to Elkhart County Recorder re: Quit-Claim Deed re: 1721 S. MAIN	25.00
	Total Advances	25.00
	Total Current Work	17,903.00

Payments

04/09/2021	Fee Payment - Check No. 279326	-19,197.00
04/09/2021	Expense Payment - Check No. 279326	-11.20
04/09/2021	Advance Payment - Check No. 279326	-49.53
	Total Payments	-19,257.73
	Balance Due	<u>\$36,782.84</u>

Aged Due Amounts					
<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
36,782.84	0.00	0.00	0.00	0.00	0.00

Please Remit	<u>\$36,782.84</u>
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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.

