City of Elkhart
Redevelopment Commission

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
WEDNESSDAY, DECEMBER 13, 2022 at 4:00 P.M.

THIS MEETING WILL BE HELD IN-PERSON & ELECTRONICALLY VIA WEBEX
To join, go https://coei.webex.com/coei/j.php?MTID=mff78c496c31204addb64220b43f13e62
enter **2317 347 2115** as the event number and "**RDC12`**" as the event password.

To join by phone, call **1-415-655-0001**, enter **23173472115##**
*Press * 6 to unmute telephone*
Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to chaise.cope@coei.org prior to the meeting.

1. **Call to Order**

2. **Approval of Minutes**
   - November 9, 2022 Regular Meeting Minutes
3. **New Business**

   a) **Open Bids**

   b) **RD Overages**
      - Approve Change Order No. 1 to the Contract for Demolition Services for River District Properties.

   c) **1045 S. Main**
      - Approving JPR Services at 1045 S. Main

   d) **1524 Frances Appraisal App**
      - Appropriate funds for 1524 Frances Ave. appraisals.

   e) **ECCVB**
      - Appropriating and Authorizing the Expenditure of Allocation Area No.1 Funds for ECCVB Gateway Mile Promotions.
      - Appropriating and Authorizing the Expenditure of Cassopolis Street Corridor Allocation Area Funds for ECCVB Premier Exit Study Implementation.

f) **6th and Indiana Access**
   - Granting access to Metric for test

g) **LOI for Woodland Crossing**
   - Authorization of LOI for Woodland Crossing

h) **Franklin and 5th**
   - Approving Reconveyance and Reimbursement

4. **Staff Updates**
5. **Other Business**
   a) Warrick and Boyn Invoice
   b) TIF Report
9. **Public Comment**
10. **Adjournment**

City of Elkhart

Redevelopment Commission

REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Wednesday, November 9, 2022
4:00 p.m.

PRESENT: **Dina Harris, Alex Holtz, Dorisanne Nielsen, Sandi Schreiber, Wes Steffen, Gary Boyn, Chaise Cope, Adam Fann, Mary Kaczka, Kristen Smole, Nancy Wilson (Interim Recording Secretary)**

PRESENT BY WEBEX: Chris Pottratz, and Laura Miller

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 OCTOBER 11, 2022 REGULAR MEETING MINUTES

Ms. Schreiber asked for a motion to approve the October 11, 2022 Regular Meeting Minutes. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote. All in favor, minutes approved.

NEW BUSINESS

A. OPEN OFFERS

No bids/offers to open

B. RATIFY ACCESS AGREEMENT 1045 S. MAIN.

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve ratification of the access agreement for 1045 South Main. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor. Motion approved.

C. APPROVING FUNDING FOR 1918 MARKLE AVENUE PHASE 1.

Mr. Adam Fann addressed the commission and answered any of their questions. Ms. Schreiber asked for a motion to appropriate $1400 from the Consolidated South Elkhart TIF for Phase 1 at 1918 Markle. Moved by Mr. Holtz. Seconded by Mr. Steffen. Voice vote. All in favor, motion approved.

D. APPROVING PURCHASE AGREMENT FOR 1918 MARKLE AVENUE

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the purchase of 1918 Markle Avenue, 7 parcels. Moved by Ms. Harris. Seconded by Mr. Holtz. Voice vote. All in favor, motion approved.

E. AUTHORIZING THE OFFER OF REAL ESTATE FOR SALE UNDER 36-7-14-22

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve offering the parcels in the Chapman's Rosedale Addition for sale. Moved by Mr. Steffen. Seconded by Mr. Holtz. Roll call vote. All in favor, motion approved.

F. PHASE 3 SOUTH MAIN STREETSCAPE IMPROVEMENTS

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the expenditure of $684,000 for Phase 3 South Main Streetscape Improvements from the Consolidated TIF funds. Moved by Ms. Harris. Seconded by Mr. Holtz. Voice vote. All in favor, motion approved.

G. APPROVE METRIC ENVIRONMENTAL CONTRACT FOR 1101 E. BEARDSLEY SAMPLING

Ms. Chaise Cope addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the resolution for Metric Environmental contract for 1101 E. Beardsley not to exceed $150,000 from the Brownfield Services account. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote. All in favor, motion approved.

H. APPROVE ICE MILLER BILLING FOR 1101 E. BEARDSLEY SERVICES

Mr. Boyn updated the commissioners on the Ice Miller contract and answered questions they had. Ms. Schreiber asked for a motion approving Ice Miller invoice #01-2169792 for $808.50 from the Downtown Allocation Area No. 1 Special Fund. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.

I. 209 NORTH SECOND STREET

Ms. Mary Kaczka gave an update and answered questions on the Griffen Plumbing and Heating contract for sewer at 209 N. Second. Ms. Schreiber asked for a motion to approve the contract for Griffen Plumbing and Heating for 209 N. Second Street sewer extension in the sum of $112,650 from the Downtown Allocation Area No. 1 Special Fund. It was moved by Mr. Holtz. Seconded by Mr. Steffen. Voice vote. All in favor, motion approved.

J. APPROVE REDEVELOPMENT COMMISSION 2023 MEETING CALENDAR

Ms. Schreiber asked for a motion approving the Redevelopment Commission 2023 Meeting Calendar. Moved by Mr. Steffen. Seconded by Mr. Holtz. Voice vote. All in favor, motion approved.

STAFF UPDATES

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

- 1045 South Main – Put out RFP. Should be awarding someone next month. Work should be starting rather quickly.

- Closing date on South Main properties – realtor is reaching out to the seller to get it moving along.
- Geo Tech report from zone 2 and 3 has been received. They suggest Geo Piers or Helical Piers
- Roundhouse clearing is ready to start
- Mowing / Snow Removal contract is up next year. Adam will be bringing new contract to commission for approval in December.
- State Road 19 Improvements. Waiting on response from Abonmarche.
- Walter Piano Property – in conversation with IFA (Brownfields). Working on development plan for site.

OTHER BUSINESS

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for $21,957.10.

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of $21,957.10. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, invoice approved.

Adam will email TIF Report to commissioners

PUBLIC COMMENT

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. It was moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, motion approved. The meeting adjourned at 4:19 p.m. Next meeting is on Tuesday, December 13, 2022 at 4:00 p.m. in Council Chambers.

SANDI SCHREIBER, PRESIDENT

City of Elkhart
Redevelopment Commission

2023
REDEVELOPMENT COMMISSION MEETING DATES

The Redevelopment Commission meets the second Tuesday of each month at 4:00 PM, and will broadcast from the 2nd floor, Council Chambers, Municipal Building, 229 S. Second Street, Elkhart, Indiana

January	10
February	14
March	14
April	11
May	9
June	13
July	11
August	8
September	12
October	10
November	14
December	12

2023
REDEVELOPMENT COMMISSION PRE-AGENDA

Pre-Agenda meetings will broadcast from the Annex Building Large Conference Room at 9:00 AM, Annex Building, 201 S. Second Street, Elkhart, Indiana

January	6
February	10
March	10
April	6
May	5
June	9
July	7
August	4
September	8
October	6
November	9
December	8

Review and adopted by the Elkhart City Redevelopment Commission at its regular meeting on November 9, 2022

City of Elkhart
Redevelopment Commission

Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For November 4, 2022

PRESENT: **Dina Harris, Alex Holtz, Sandi Schreiber, Wes Steffen, Gary Boyn, Chaise Cope, Mary Kaczka, Adam Fann, Kristen Smole, Mike Huber and Sherry Weber (Recording Secretary)**

PRESENT BY WEBEX: Chris Pottratz

The Commission reviewed each agenda item and staff explained the status of each matter to date and the need for and purpose of the proposed Resolution to be acted upon at the upcoming Elkhart Redevelopment Commission meeting on November 9, 2022.

DRAFT

RESOLUTION NO. 22-R-090

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT FOR DEMOLITION SERVICES FOR RIVER DISTRICT PROPERTIES

Whereas, the Commission has contracted with Cross Excavating to perform demolition services on real estate in the River District; and

Whereas, the contractor encountered numerous issues at 315, 501 and 507 E. Jackson, including buried foundations, basements, dry wells, and underground tanks, which were not known at the time of, nor included in, the bid and which required removal and fill all as set forth on the attached invoices (the "Invoices"); and

Whereas, the additional costs incurred resulting from the extra demolition work total $33,935.00; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve Cross Excavating Invoices and appropriate the funds to cover the addition demolition costs.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoices for payment in the amount of $33,935.00.

2. The Commission appropriates the sum of $33,935.00 from the Elkhart Capital Outlay Fund to pay for the Services.

3. The Officers of the Commission are authorized and directed execute all agreements and to perform all acts they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF DECEMBER 2022.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By_____
Alex Holtz, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 11/28/22

Re: River District Demo Overages

With all of the extra foundations, basements, tanks, and drywells found in Zones 2 and 3 extra time and materials were needed to complete the project. Staff would like to ask the Commission to appropriate $33,935 from the Capital Outlay Fund to cover the overages.

Cross Excavating & Demolition, LLC

PO Box 492
Dowagiac, MI 49047
269-782-2552
russ@crossexcavates.com

Date 11/9/22
Budget Line #
Approved by

We now accept debit and credit cards!

Invoice

Bill To
**City of Elkhart Department of Redevelopment Adam Fann 229 S. Second Street Elkhart, IN 46516-3112

Date	Invoice #
11/1/2022	2022-7360

P.O. No.	Terms	Project
Extra's	Due upon completion	501 E. Jackson

Qty	Description	Rate	Amount
	Extra ramp going to the basement from the alley.		
	Excavate all of the concrete and haul away.		
	Haul in fill dirt and spread.		
10	Hours of Backhoe Service	175.00	1,750.00
100	Tons of Fill Dirt	15.00	1,500.00
10	Hours of Dozer Service	175.00	1,750.00
100	Concrete	15.00	1,500.00
	Found three fuel tanks.		
	Found one hydraulic tank.		
	Excavate all of the tanks out of the ground.		
	Haul tanks away.		
	Excavate all of the contaminated soils.		
	Load in a truck.		
	Haul in fill dirt and spread.		
10	Hours of Backhoe Service	175.00	1,750.00
100	Tons of Fill Dirt	15.00	1,500.00
8	Hours of Dozer Service	175.00	1,400.00
3	Haul away the tanks	160.00	480.00
	Found an extra basement under the concrete slab.		
	Excavate the concrete floor, walls and footings and haul away		
	Haul in fill dirt and fill the basement		
	Spread with the dozer 39' x 18'		
10	Hours of Backhoe Service	175.00	1,750.00
75	Concrete	15.00	1,125.00
237	Tons of Fill Dirt	15.00	3,555.00
8	Hours of Dozer Service	175.00	1,400.00

It's been a pleasure working with you!

Total	$19,460.00
Payments/Credits	$0.00
Balance Due	$19,460.00

Terms: Accounts will be billed on a monthly basis and payable within 30 days of the invoice date. Any invoice not paid within 30 days of the invoice date will be assessed a late fee of 5% of the unpaid balance unless other payment arrangements have been made and accepted by us in writing.

Cross Excavating & Demolition, LLC

PO Box 492
Dowagiac, MI 49047
269-782-2552
russ@crossexcavates.com

Date 11/9/22
Budget Line #
Approved by

We now accept debit and credit cards!

Invoice

Date	Invoice #
11/1/2022	2022-7362

Bill To
**City of Elkhart Department of Redevelopment Adam Fann 229 S. Second Street Elkhart, IN 46516-3112

P.O. No.	Terms	Project
Extra's	Due upon completion	315 E. Jackson

Qty	Description	Rate	Amount
	Found nine dry wells.		
	Excavate all nine dry wells and haul them away.		
	Haul in fill dirt and spread		
12	Hours of Backhoe Service	175.00	2,100.00
90	Concrete	15.00	1,350.00
180	Tons of Fill Dirt	15.00	2,700.00
8	Hours of Dozer Service	175.00	1,400.00

It's been a pleasure working with you!

Total	$7,550.00
Payments/Credits	$0.00
Balance Due	$7,550.00

Terms: Accounts will be billed on a monthly basis and payable within 30 days of the invoice date. Any invoice not paid within 30 days of the invoice date will be assessed a late fee of 5% of the unpaid balance unless other payment arrangements have been made and accepted by us in writing.

Cross Excavating & Demolition, LLC

Date 11/9/22
Budget Line # 1
Approved by

PO Box 492
Dowagiac, MI 49047
269-782-2552
russ@crossexcavates.com

We now accept debit and credit cards!

Invoice

Date	Invoice #
11/1/2022	2022-7361

Bill To
**City of Elkhart Department of Redevelopment Adam Fann 229 S. Second Street Elkhart, IN 46516-3112

P.O. No.	Terms	Project
Extra's	Due upon completion	507 E. Jackson

Qty	Description	Rate	Amount
	Found an extra concrete building foundation.		
	Excavate all of the concrete walls and footings and haul away		
11	Hours of Backhoe Service	175.00	1,925.00
120	Concrete	15.00	1,800.00
120	Tons of Fill Dirt	15.00	1,800.00
8	Hours of Dozer Service	175.00	1,400.00

It's been a pleasure working with you!

Total	$6,925.00
Payments/Credits	$0.00
Balance Due	$6,925.00

Terms: Accounts will be billed on a monthly basis and payable within 30 days of the invoice date. Any invoice not paid within 30 days of the invoice date will be assessed a late fee of 5% of the unpaid balance unless other payment arrangements have been made and accepted by us in writing.

RESOLUTION NO. 22-R-091

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING JPR SERVICES AT 1045 S. MAIN

Whereas, The Commission needs a structural engineering investigation at 1045 S. Main, with recommendations regarding the structural condition of the unoccupied building, as described in the Jones Petrie Rafinski ("JPR") proposal for services attached hereto (the "Proposal"); and

Whereas, JPR has the expertise to perform the Services and has submitted its proposal to perform the Services at the not-to-exceed fee of $1587.00, to be billed on the hourly rates stated therein as services are performed; and

Whereas, the Commission has reviewed the Proposal and believes it is in the best interest of the City and its inhabitants to employ JPR to provide the Services in accordance with the terms set forth in the Proposal.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of JPR to perform the Services for the consideration and on the terms set forth in the attached Proposal.

2. The Commission appropriates the sum of $1587.00 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the Services.

3. The Officers of the Commission are hereby authorized to execute and deliver the JPR Agreement, and all other Documents, and do all acts, which they deem necessary and desirable in furtherance hereof.

ADOPTED BY MAJORITY VOTE THIS 13TH DAY OF DECEMBER 2022.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By_____
Sandra Schreiber, President

ATTEST:

By_____
Alex Holtz, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 10/14/22

Re: 1045 S Main Structural Investigation

Staff has contacted JPR for a structural investigation on the building at 1045 S Main Street. Staff is asking the Commission appropriate $1,587 from the Downtown TIF for the work.

JONES PETRIE RAFINSKI

Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

October 13, 2022

City of Elkhart
201 South Second Street
Elkhart, IN 46516-3112

Attn: Adan Fann, TIF Infrastructure Project Supervisor

RE: PROPOSAL FOR STRUCTURAL ENGINEERING INVESTIGATION AND RECOMMENDATION SERVICES FOR 1045 SOUTH MAIN STREET, ELKHART, IN

Dear Mr. Fann:

This proposal follows our discussion on this subject. It is understood that the City of Elkhart owns this building, which is currently unoccupied, and the City is seeking a structural engineering investigation and recommendations regarding the structural condition of the building. In particular, the City has concerns from past inspections that the building might not be structurally sound, and this might pose a public safety hazard. Also, as we discussed, the existing mural painting on the southeast wall exterior is of great public interest, and the structural stability of the building with respect to the mural is a key factor in seeking the structural investigation.

As you know, JPR has performed several structural investigations for the City of Elkhart. JPR is both qualified for and interested in performing the subject requested services.

JPR proposes to perform a structural engineering investigation of the exterior and safely accessible interior of the building. It is understood that the City would provide access to the building interior while your department would accompany on the investigation and provide a City Police representative to also accompany on the investigation due to the possibility that unauthorized intruders might be in the building. Also, as we discussed, the City would provide a City Fire Department bucket truck to assist the JPR investigator to observe the condition of the roof exterior of the building.

As part of the investigation the JPR investigator would collect photographs and perform testing using hand tools such as a rock hammer and a 4-foot level to evaluate structural materials and conditions and take measurements as appropriate.

Following the investigation, JPR would provide an engineer-certified summary of investigation findings and recommendations, in report form, including key photographs to submit to the City.

Fees for the requested services would be based on the current JPR Standard Hourly Rates for the structural engineer at $148/hr, and for clerical staff at $85/hr.

The total fees are estimated on an hourly, not-to-exceed basis, assuming the necessary hours, including travel time, to complete the investigation and preparation of the report as follows:

I.	**Investigation**		
	Structural Engineer – 4 Hrs. x $148/Hr. =		$592.00
		Subtotal	$592.00
II.	**Report Preparation**		
	Structural Engineer – 5 Hrs. x $148/Hr. =		$740.00
	Clerical Staff – 3 Hrs. $85/Hr. =		$255.00
		Subtotal	$995.00
	Estimnated Total Fees Not-to-Exceed		**$1587.00**

Please contact JPR upon your review of this proposal with any questions or comments you might have. If you find this proposal to be acceptable, please complete and return the following proposal acceptance section which JPR considers to be sufficient for Notice to Proceed with the services.

Thanks very much for contacting JPR on this matter

Sincerely,

Mark E. Wilson, PE
Senior Staff Engineer

j:\proposals\city of elkhart\2022\2022-10-13 city of elkhart docx

This proposal for structural engineering investigation for 1045 South Main Street, Elkhart, IN is hereby accepted and authorization to proceed is hereby granted:

Accepted by: _____ Date: _____

RESOLUTION NO. 22-R-092

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROPRIATING FUNDS FOR 1524 FRANCES AVE. APPRAISALS

WHEREAS, The Commission holds title to the improved real estate at 1524 Frances Avenue (the "Property") and desires to obtain appraisals of the Property by Steve Sante and Iverson Grove, independent appraisers; and

WHEREAS, the bill for performing the appraisals will total $1,000 and it is necessary to appropriate said sum to pay the appraisal fees.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the staff obtaining the appraisals of the Property and appropriates $1,000.00 from Special Fund Account 294 to cover the cost.

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

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 13TH DAY OF DECEMBER 2022.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Alex Holtz, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 12/1/22

Re: 1524 Frances Ave Appraisals

Staff is requesting an appropriation of $1,000 from account 294 to cover cost of appraisals for the house at 1524 Frances Ave.

RESOLUTION NO. 22-R-093

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 County 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 2023 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 $60,000.00 for implementation in 2023.

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 13TH DAY OF DECEMBER, 2022.

ELKHART REDEVELOPMENT COMMISSION

BY _____
Sandra Schreiber, President

ATTEST:

BY _____
Alex Holtz, Secretary

20211102-ljw-gdb

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 REOUIREMENT ·

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 County Convention & Visitors Bureau

By_____
Jon Hunsberger, Executive Director

City of Elkhart

Title VI Notice

It is the public policy of the City of Elkhart to provide all of its citizen'sequal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

> ***No person shall on the grounds of race, color, national origin, excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination in any program, service or activity receiving Federal financial assistance.***

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator
1201 S Nappanee St
Elkhart, IN 46516

Email: titlevicoordinator@coei.org
Phone: (574) 293-2572
Fax: (574) 293-7658
TDD: (574) 389-0189

Acceptance by Contractor

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

_____

Signed

Jon Hunsberger, Executive Director
Elkhart County Convention & Visitors Bureau

_____

Dated

Community and Redevelopment

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 11/28/22

Re: Gateway Mile Ad Campaign

For the last several years, the Elkhart Redevelopment Commission has collaborated with the Elkhart County Convention and Visitors Bureau (ECCVB) on a joint marketing initiative to promote downtown events and special attractions. For 2023, staff has asked the ECCVB to update the strategy and materials. The ECCVB will provide $60,000 toward this initiative, and is requesting matching funds from the Redevelopment Commission in the amount of $60,000.

Staff is requesting the Redevelopment Commission's consideration and approval of $60,000 from the Downtown TIF to support this project

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 1st day of January, 2023, between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, whose address is 201 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 2023 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 2023 Services to be performed, a grant of $60,000. 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, 2023 to December 31, 2023.

9. Certification of Compliance. Attached hereto as **Schedule 1** is Contractor's signed Certification of Compliance with I.C. 22-5-1.7, and Title VI Notice which are 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.

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City of Elkhart, Indiana
Department of Redevelopment

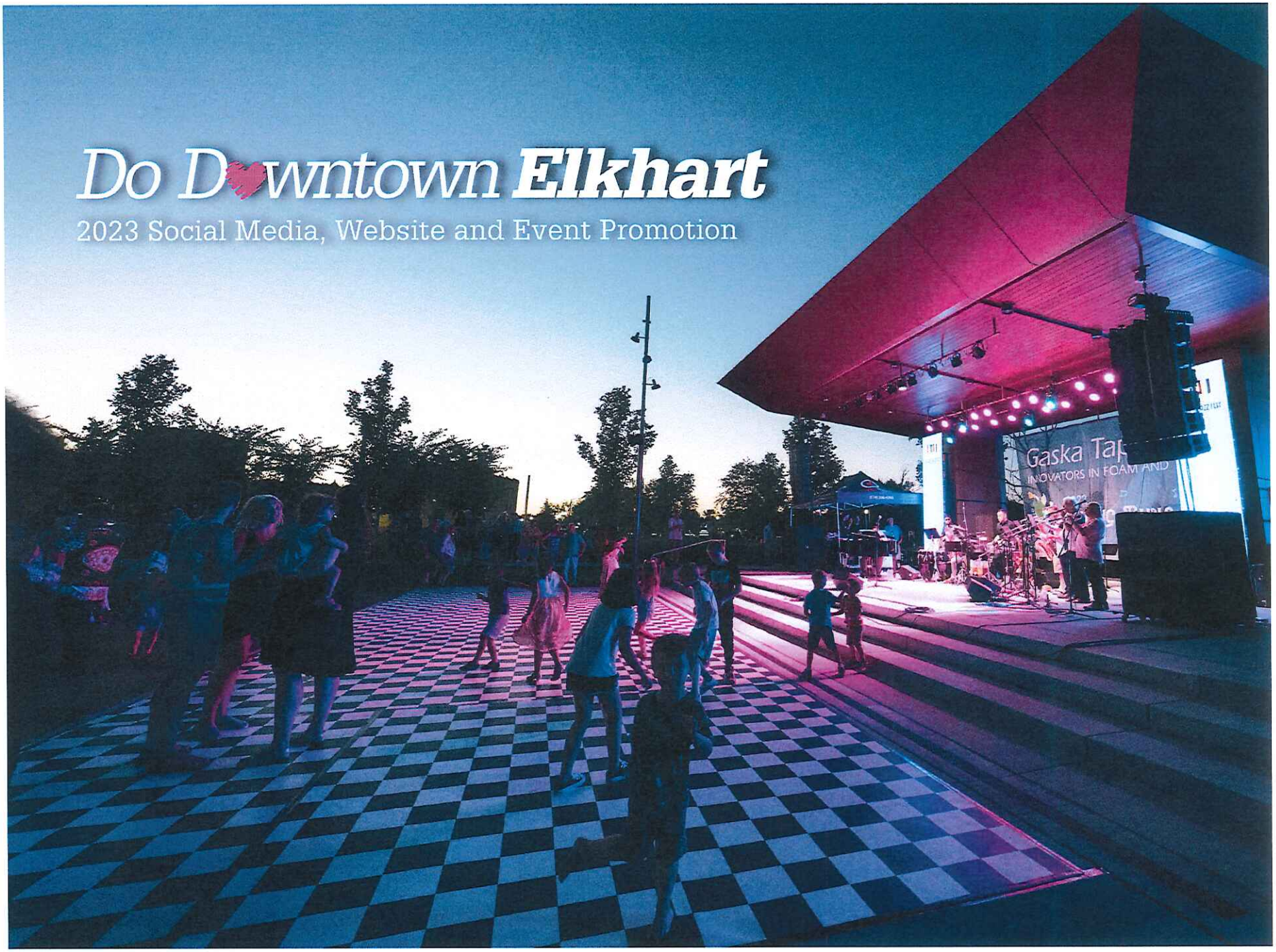
By_____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Elkhart County Convention & Visitors Bureau

By_____
Jon Hunsberger, Executive Director

Do Downtown Elkhart

2023 Social Media, Website and Event Promotion



The Story

Community is vitally important to the city of Elkhart and what makes it the city with a heart. Now more than ever, we must support our local businesses and events that contribute to the vibrancy of downtown Elkhart.

By continuing to create an awareness of downtown Elkhart's rich cultural assets, we enhance community pride and drive residents and the regional market to enjoy restaurants, shopping, museums, entertainment and events.

As we enter 2023, we expect the unique stories and fascinating backstories of downtown Elkhart's renaissance to spark continued interest, with the success of Hotel Elkhart, growing events at the Elkhart Aquatics Center and The Lerner Theatre plus the continued development of the River District.

2023 presents an opportunity to refresh the downtown Elkhart brand as the landscape of businesses and events continue to grow, particularly as it works in conjunction with the Well Crafted destination brand.

*Do Downtown **Elkhart***

Downtown Elkhart Digital Campaign

Downtown Elkhart

313,179 ▲

Page & Post Engagements *(up 47.7%)*

6% ▲

Engagement Rate *(up 0.9%)*

5.06m ▲

Impressions *(up 24.2%)*

583,634 ▲

Reach *(up 36.3%)*

7,528 ▲

New Page Likes *(up 38.6%)*

20,607 ▼

Link Clicks *(down 4.9%*)*

** comparative numbers for 2021 include COVID-related resources resulting in a lower link click*

Do Downtown **Elkhart**

The Approach

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 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 residents and regional visitors.

2023 Strategy

- Define marketing objectives and prioritize goals
- Collaborate with stakeholders
- Create and implement a comprehensive 12-month digital strategy that follows the content calendar and aligns with the objectives and goals
- Refresh and update the logo and tag line to be more inclusive of an expanded downtown area
- Create and promote dynamic content including photography and video to be used across digital channels
- Provide graphic design for print and digital
- Update and create a dynamic downtown Elkhart map for the website that can be easily updated and printed
- Refresh downtown kiosks

Expected Results

Through this 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 continue to communicate with the Elkhart Health & Aquatics Center and other sports facilities to amplify outreach and messaging to visitors in town for events. Our digital message takes them to a landing page where they can find information on where to eat and shop. 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.

Financial Summary

By leveraging an **ECCVB investment of $60,000 to a partner investment from the City of Elkhart Redevelopment Commission of $60,000**, the ECCVB will communicate downtown Elkhart's assets across digital platforms.

Downtown Elkhart Social Media Marketing	$20,000
Event Promotion & Support Materials (including sporting events)	$25,000
Digital Media Buys	$10,000
Video Production	$20,000
Website Refresh	$10,000
Interactive Digital Map	$10,000
Logo Refresh	$10,000
Downtown Kiosk Refresh	$15,000
2023 Downtown Elkhart Campaign Total	**$120,000**

Do Downtown ***Elkhart***

RESOLUTION NO. 22-R-094

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 the attached marketing and investment strategy for 2023 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 $130,000.00 for implementation in 2023.

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 13TH DAY OF DECEMBER, 2022.

ELKHART REDEVELOPMENT COMMISSION

BY _____
Sandra Schreiber, President

ATTEST:

BY _____
Alex Holtz, Secretary

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

Community and Redevelopment

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 11/28/22

Re: Exit 92 Campaign

Staff has worked with the Elkhart County Convention and Visitors Bureau (ECCVB) over the last four years on a marketing campaign to promote Exit 92 as the premiere stop along the Indiana Toll Road. In 2017-2021, the Elkhart Redevelopment Commission provided $100,000 to the ECCVB to support this project.

With the rise in prices attached to everything, staff is requesting an appropriation of $130,000 from the Cassopolis TIF as matching funds for the continuation of the campaign with the ECCVB

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 1st day of January , 2023, between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, whose address is 201 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 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 2023 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 2019 Services to be performed, a grant of $130,000. 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.

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8. Term. The term of this Contract shall be January 1, 2023 to December 31, 2023.

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City of Elkhart, Indiana
Department of Redevelopment

By_____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Elkhart County Convention & Visitors Bureau

_____

Jon Hunsberger, Executive Director

Elkhart

EXIT 92

20

HOTELS

50+

RESTAURANTS

I-80/90 - INDIANA TOLL ROAD: 2023 EXIT 92 CAMPAIGN

LODGING | DINING | RETAIL | ENTERTAINMENT

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

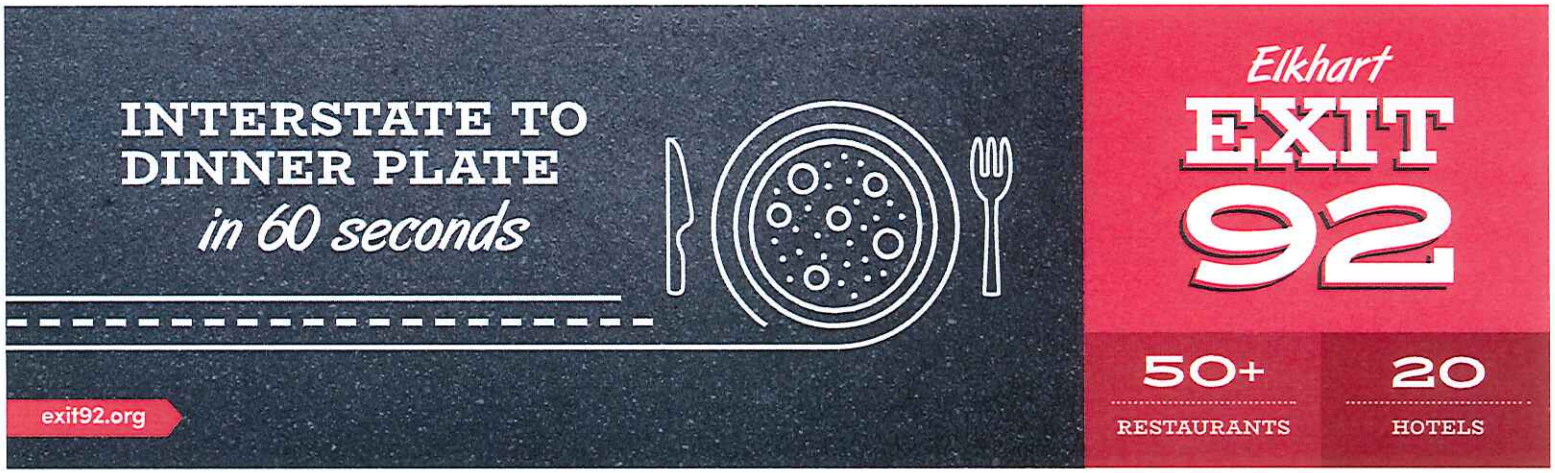
- Create an awareness to the over 65 million vehicles traveling the Indiana Toll Road annually of the density and quality of hotel, restaurant and retail services directly located at Elkhart Exit 92

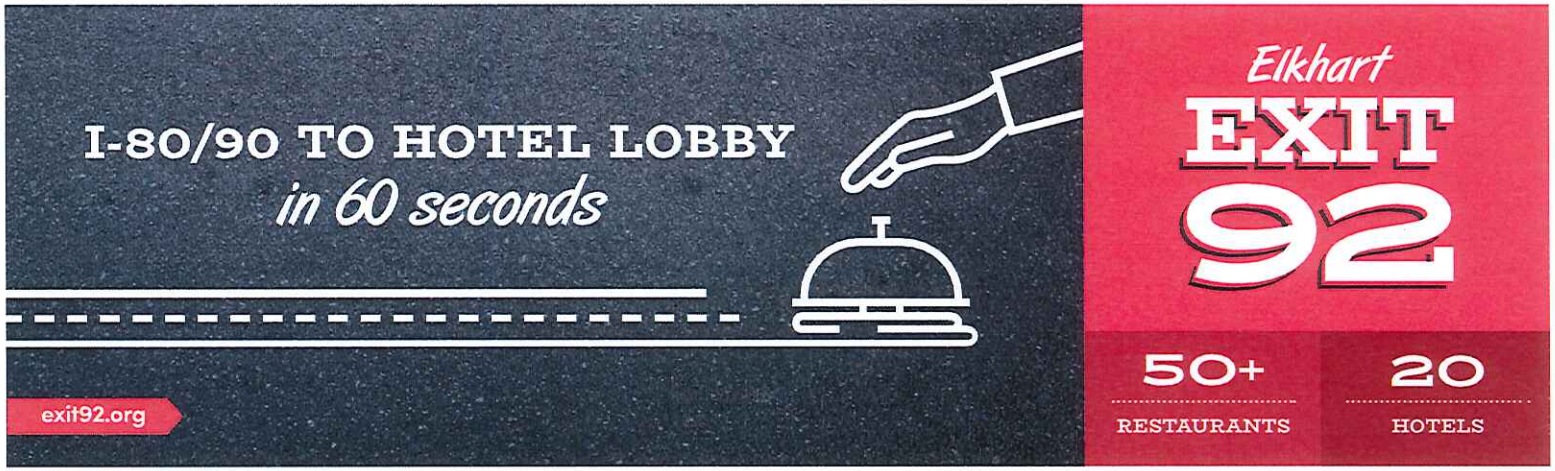
- Build a marketing platform that allows lodging, retail and dining brands to tie-in to the campaign and cross promote with special offers and incentives

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

Tactics

- 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)
  - University of Notre Dame Football Program full page ad
  - Elkhart County Area Guide full page ad
  - Dedicated Exit92.org website with promotional deals, discounts and packages cross-promoted on VisitElkhartCounty.com
  - Online hotel booking referral
  - Digital Ad Placement
  - Digitally geo-target travelers with the following strategies
    - Digital geo-located placements along the I-80/90 Indiana Toll Road and at travel centers
    - Digital geo-located placements at the University of Notre Dame campus during events and games
    - Digital geo-located placements targeting Notre Dame opponent fans prior to game weekend
    - Digitally re-target users who recently visited the area
    - Digitally target people who are currently traveling in areas around Exit 92
    - Digitally target truck drivers for overnight stays
  - Sports promotion fees





- Billboard advertisting reaches 99% of consumers on a typical day and drive 4x more search and online activity than any other medium.
- Nearly half of all consumers who see a billboard conduct an online search to learn more about the advertiser and billboards generate more social media interactions per dollar spend than TV, radio or print.
- Billboard advertising increases the reach of mobile advertising up to 340%.

Source: Neilsen, Out of Home Advertising Association of America (OAAA)

In 2022, the Marshall football game was chosen to target fans with ads driving them to the Exit92.org website to find deals on Elkhart hotels. The ads shared the same look and feel as the billboards of the Exit 92 campaign to reinforce the branding.

CAMPAIGN RUN DATES: 9/3 to 9/12
Designated Market Area (DMA): Charleston/Huntington

410,680 impressions reaching Sports App users, Sports Fans, and Gold Standard Sports Audiences in the Charleston/Huntington DMA

1,840 clicks (0.45% CTR) to landing page at Exit92.org promoting deals

180 visitors from the Charleston/Huntington DMA came to Elkhart Country and/or the Notre Dame Stadium afterbeing targeted with the ads

128 of those visitors were also seen staying at hotels within 60 seconds of Exit 92

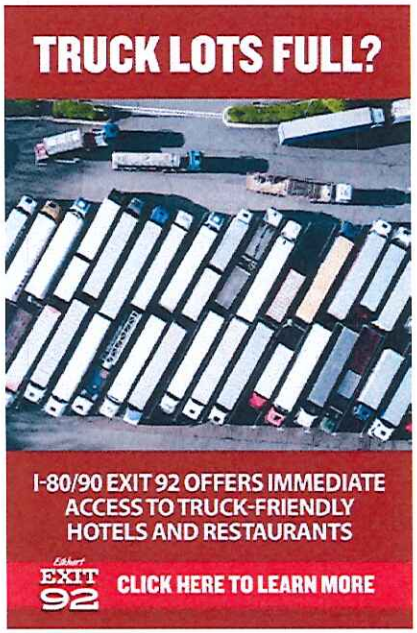
The goal of the campaign is to reach and influence transient trucking behavior during their routes. It is a long term campaign that targets them at rest and trucking stops and communicates hotel options at Exit 92 rather than sleeping in their trucks.

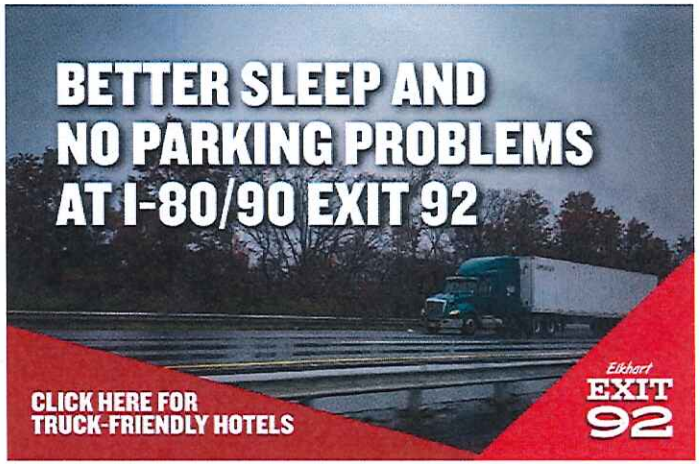
CAMPAIGN RUN DATES: 3/7 to 11/7
Geo-target Locations: Indiana Toll Road (ITR) Rest Stops, ITR Truck Lots and ITR Make It, Break It Lots

505,703 impressions geo-targeting truck stop parking, rest areas and make-it-break-it lots along I-80/90

3,137 clicks (0.62% CTR) to landing page at Exit92.org promoting deals

4,716 mobile devices were seen staying at least 8 hours at hotels within 60 seconds of Exit 92





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
Courtyard by Marriott
Econo Lodge
Fairfield Inn & Suites
Four Points by Sheraton
Hampton Inn
Hilton Garden Inn
Holiday Inn Express
Home2 Suites
La Quinta Inns & Suites
Microtel Inn & Suites
Quality Inn & Suites
Red Roof Inn
Sleep Inn
Staybridge Suites
Super 8
Tru by Hilton

Buffalo Wild Wings
Burger King
Cracker Barrel
Culver's
Dunkin' Donuts
Hardee's
IHOP
McAlister's Deli
McDonald's
MOD Pizza
Noodles & Company
Olive Garden
Panda Express
Perkins
Popeye's
Qdoba
Red Lobster
Starbucks
Steak'n Shake
Subway
Taco Bell
Texas Roadhouse
Wendy's

The Elkhart County Visitor Center is located just off I-80/90 at Exit 92 just north of Cracker Barrel.

3421 Cassopolis Street, Elkhart

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

Free maps, area guides, trip tips, and more.
Bus / RV friendly. Pets welcome.

MORE TO DO AT EXIT 92

Attractions plus locally owned eateries and breweries
Downtown Elkhart's River District and Hotel Elkhart
FREE, super-sized Quilt Gardens (annually May 30 - September 15)
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

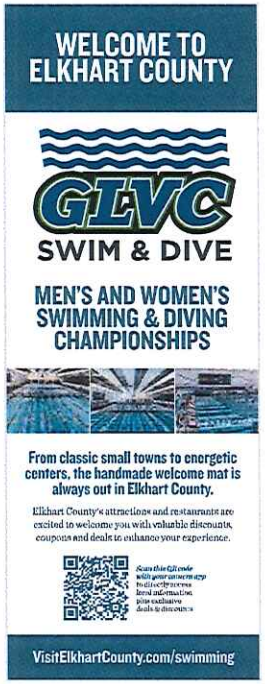
Elkhart
EXIT 92
INTERSTATE TO DINNER PLATE in 60 seconds
ANTIQUE DINING
BUFFET
CASUAL DINING
CAFE / DELI
CASUAL DINING
QUICK SERVICE

Elkhart
EXIT 92
Immediate access to all kinds of shopping - for yourself, your car & your pets!
APPAREL, ACCESSORIES, ETC
FINANCIAL
PERSONAL CARE
GROCERY STORE
AUTOMOTIVE
PHARMACY
MISCELLANEOUS
FUEL
PERSONAL CARE

Elkhart
EXIT 92
I-80/90 TO HOTEL LOBBY in 60 seconds

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

DOWNTOWN ELKHART AREA
GREATER ELKHART AREA
I-80/90 EXIT 92 HOTEL AREA


WELCOME TO ELKHART COUNTY
GLVC
SWIM & DIVE
MEN'S AND WOMEN'S SWIMMING & DIVING CHAMPIONSHIPS
From classic small towns to energetic centers, the handmade welcome mat is always out in Elkhart County.
Elkhart County's attractions and restaurants are excited to welcome you with valuable discounts, coupons and deals to enhance your experience.
Scan this QR code with your smartphone to directly access local information plus exclusive deals & discounts
VisitElkhartCounty.com/swimming

RUGBY
PLAYERS, FAMILY AND FANS ...
WELCOME TO ELKHART COUNTY
From classic small towns to energetic centers, the handmade welcome mat is always out in Elkhart County.
Elkhart County's attractions and restaurants are excited to welcome you with valuable discounts, coupons and deals to enhance your experience.
Scan this QR code with your smartphone to directly access local information plus exclusive deals & discounts
VisitElkhartCounty.com/rugby

Financial Summary

By leveraging **an ECCVB investment of $130,000 to a partner investment from the City of Elkhart Redevelopment Commission of $130,000,** the ECCVB will promote the density and proximity of familiar and trusted lodging and dining brands as well as locally owned and operated properties and access to engaging attractions at I-80/90 Exit 92.

Billboards		**Supportive Materials**		**Digital**	
LaMar / LaPorte	$9,100	Indiana Toll Road placements & distribution	$11,500	Digital Ads	$6,000
LaMar / LaPorte	$9,100	Ohio Turnpike distribution	$2,400	Digital Geo-Targeting	$15,000
LaMar / LaPorte	$9,100	NITDC Toll Road Exit-by-Exit Guide	$9,850	Online Hotel Booking Referral	$6,000
LaMar / LaPorte	$9,100	NITDC Toll Road maps	$2,500		
LaMar / St. Joe	$9,100	I-80/90 Toll Plaza video advertising	$8,000	**Sports**	
LaMar / St. Joe	$10,400	Exit 92 rackcards	$1,200	Marketing	$12,500
LaMar / St. Joe	$7,800	Elkhart County Area Guide Full Page Ad	$5,000	Promotional Fees	$20,000
LaMar / Elkhart	$9,100	Notre Dame Football Program Ad	$9,500		
Outfront / Elkhart	$9,775	Photography of Exit 92 assets	$5,000		
Outfront/Elkhart	$9,555	Videography of Exit 92 assets	$5,000		
Outfront/Elkhart	$9,555				
Outfront / Steuben	$6,145				
LaMar / Lake	$8,070				
LaMar / Lake	$10,650				
Billboard Production	$14,000				
Total	**$140,550**	**Total**	**$59,950**	**Total**	**$59,500**

2023 EXIT 92 CAMPAIGN GRAND TOTAL = $260,000

RESOLUTION NO. 22-R-095

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, GRANTING ACCESS TO METRIC FOR TEST

WHEREAS, MACOG has requested access to the Commission's Property at S. 6th Street and Indiana Avenue (the "Property") to enable its environmental consultant, Metric Environmental, to conduct environmental investigation activities on the Property as described in the attached Site Access Agreement (the "Access Agreement"); and

WHEREAS, the Commission has reviewed the Access Agreement and finds the same acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the form and content of the Access Agreement and authorizes the execution and delivery of the Access Agreement by its Officers.

2. The Officers of the Commission are hereby authorized do all acts which they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 13TH DAY OF DECEMBER 2022.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By_____
Sandra Schreiber, President

ATTEST:

By_____
Alex Holtz, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 12/1/22

Re: 6th and Indiana Access

Staff was approached by a representative of Church Community Services for the use of the parcels owned by the Commission at the corner of 6th Street and Indiana Ave to be used as a garden site. Staff has asked MACOG if grant funding they received could be used for additional sampling on the site. That request has been approved, and now we need an access agreement to allow the environmental team to access the site. Staff requests the Commission approve the attached agreement.

SITE ACCESS AGREEMENT WITH PROPERTY OWNER
TO ALLOW FOR COMPLETION OF ENVIRONMENTAL SITE ASSESSMENT
MACOG REGIONAL BROWNFIELDS COALITION

This Site Access Agreement ("Agreement") is made by and between **Elkhart Redevelopment Commission** ("Owner"), Michiana Area Council of Governments ("MACOG"), and its designated consultant Metric Environmental ("Consultant") regarding the Owner's property located at **S 6th Street and Indiana Avenue** ("Site"). MACOG requests permission for the Consultant and/or other authorized environmental contractors, employees of the local government, employees of MACOG, or other designees authorized by MACOG and/or the Consultant (collectively, "Authorized Parties") to enter the Site for the exclusive purpose of conducting environmental investigation activities associated with potential petroleum and/or hazardous substances contamination. Prior to Authorized Parties entering the site, MACOG shall provide notice to the Owner to specify the Authorized Parties and MACOG will notify the owner of changes in the list of Authorized Parties.

1. Owner hereby grants permission to Authorized Parties to enter upon the Site to perform investigation activities at the Site as part of the MACOG Regional Brownfields Coalition. This permission is effective immediately upon the execution of this Agreement by Owner and acceptance of the Agreement by MACOG.

2. As a condition of this agreement, the Owner will provide the following information:

   a. Known location of any utility and/or infrastructure improvement on the property.
   b. Access to the entire Site for the purposes set forth in this Agreement including all exterior and interior (if applicable) areas of the Site.

3. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:

   a. Accessing areas where contamination may exist, including areas where underground storage tanks ("USTs"), aboveground storage tanks ("ASTs") or petroleum and/or hazardous substances releases are, or are suspected to be, located; including if necessary the removal of a UST to access contamination underneath the UST;
   b. Investigation of soil, groundwater and air or vapor, or other material deemed appropriate by MACOG including, but not limited to, the installation of soil borings, test pits and/or installation and maintenance of temporary or permanent groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of samples, the logging, gauging and sampling of existing wells, videotaping, preparation of site sketches, taking photographs, and any testing or sampling;
   c. Survey of asbestos-containing material and lead-based paint conditions;
   d. Clandestine Drug Lab / Meth Lab Inspection;
   e. On-Site observation and oversight of environmental investigation activities;
   f. Disclosure of environmental information as required by law.

4. The Owner agrees not to damage or interfere with the use of any ground water monitoring well or mechanical equipment that is installed as permitted herein, and agrees to notify third parties who plan to conduct any activity on the property described above that monitoring wells or equipment (if any) have been installed on the property.

5. If investigation-derived waste, including but not limited to contaminated soil and/or groundwater is identified or generated during site investigation activities, and is required to be removed and disposed off-site, the site owner will be considered the generator of the waste and will sign a waste manifest upon removal. Such removal will be performed at no cost to the Owner.

6. Upon completion of the investigation, Authorized Parties will restore the property to as near as practicable the condition of the property immediately prior to the commencement of such activities, but not including paving or concrete replacement at ground surface.

7. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site.

8. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.

9. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner. MACOG is not providing any indemnification, either jointly or severally, to the Owner, the Consultant or its agents, assigns or designees.

10. MACOG will supply to Owner all information derived from the environmental investigation activities conducted at the Site. MACOG may use such information for any purpose at its discretion.

11. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.

12. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.

13. Owner ensures that Owner and any/all Site operators will grant Authorized Parties access to the entire Site for the purposes set forth in this Agreement.

14. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

15. This Agreement does not obligate the Owner for any costs associated with the environmental site assessments conducted under the MACOG Regional Brownfields Coalition.

16. This Agreement shall expire upon MACOG's issuance of correspondence to the Owner indicating completion of project activities under MACOG Regional Brownfields Coalition.

Agreed to by:

Site Owner *Name and Title:* *Relationship to Property:*	Date Signed
Witness:	Date Signed
MACOG *James Turnwald, Executive Director*	Date Signed

CONTACT INFORMATION	
MACOG Point of Contact:	Name: Leah Thill, Senior Environmental Planner Phone: 574-287-1829 x 801 Email: LTHILL@macog.com
Local Government Point of Contact:	Name: Adam Fann Phone: Email:
Environmental Consultant Contact:	Company: Metric Environmental Name: Vince Epps Phone: 317-608-2724 Email: vepps@metricenv.com
Site Owner:	City of Elkhart, Redevelopment Commission
Site Owner Authorized Executive:	
Site Owner's Telephone Number:	
Site Owner's Email Address:	
Site Property Address(es):	S 6th St and Indiana Ave, Elkhart, IN 46516
Site Owner's Mailing Address (if other than Site Address):	229 S 2nd St, Elkhart, IN 46516
Property Parcel #(s), if known:	8 parcels listed below

20-06-08-257-017.000-012	20-06-08-257-009.000-012
20-06-08-257-004.000-012	20-06-08-257-010.000-012
20-06-08-257-014.000-012	20-06-08-257-016.000-012
20-06-08-257-013.000-012	20-06-08-257-015.000-012

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60604

SUBJECT: Review of Michiana Area Council of Governments' eligibility determination for 522 West Indiana / 6th Street & Indiana Avenue in Elkhart, Indiana

TO: Cooperative Agreement File BF-00E03206

FROM: John Jurevis, Brownfields Project Manager

DATE: December 1, 2022

I have reviewed the attached information and agree with the Michiana Area Council of Governments' (MACOG's) determination that the site at 522 West Indiana / 6th Street & Indiana Avenue in Elkhart, Indiana is a brownfield as defined in CERCLA Section 101(39)(A).

The attached information also supports MACOG's determination that it is not a potentially responsible party and would not violate CERCLA Section 104 (k)(4)(B). MACOG has not owned the property, did not cause or contribute to contamination of the property, and has no relationship with a potentially responsible party.

If all appropriate inquiry shows any of the attached information is incorrect, MACOG must submit a new determination of property eligibility.

CC:
Leah Thill, MACOG Senior Environmental Planner

ATTACHMENT:
MACOG's Determination of Eligibility for 522 West Indiana / 6th Street & Indiana Avenue in Elkhart, Indiana

RESOLUTION NO. 22-R-096

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING RECONVEYANCE AND REIMBURSEMENT

Whereas, The Commission previously held title to the real estate at 411 S. 5th Street, 501 and 505 W. Franklin in the City of Elkhart (the "Real Estate"), and conveyed it to Habitat for Humanity of Elkhart County ("Habitat") to build 2 residential homes for low and moderate income families in accordance with the NSP 3 program guidelines; and

Whereas, Habitat has incurred $4200.00 in costs attempting to resolve the problem created by a private third party sewer line across the site rendering the cost of improving the property untenable and has requested that the Commission accept a reconveyance of the Real Estate (the "Reconveyance") and reimburse Habitat's costs incurred in trying to resolve the construction issues and utilize the site; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants to accept the reconveyance of the Real Estate and reimburse the costs incurred by Habitat.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Reconveyance to the City of Elkhart, Department of Redevelopment, and the reimbursement to Habitat of its costs incurred in the amount of $4200.00.

2. The Commission appropriates the sum of $4200.00 from Special Account 294 to cover the cost of the reimbursement.

3. The Officers of the Commission are authorized to execute all Documents, and do all acts, which they deem necessary and desirable to complete the Reconveyance.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 13TH DAY OF DECEMBER 2022.

CITY OF ELKHART, REDEVELOPMENT COMMISSION
By_____
Sandra Schreiber, President

ATTEST:

By_____
Alex Holtz, Secretary

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: LaShawn Brooks
229 S. Second Street
Elkhart IN 46516

November 30, 2022
Account No: 26399-000M
Statement No: 172952

Attn: LaShawn Brooks

Re: General Services

Payments received after 11/30/2022 are not included on this statement.

Previous Balance $41,738.00

Fees

			Hours	
11/01/2022	CTP	Review correspondence from M. Nelson re: 1101 BEARDSLEY	0.40	102.00
	CTP	Email J. Arce re: status of LEXINGTON BUSINESS CENTRE payment	0.40	102.00
	CTP	Review file re: resolution to employ Crowe on MEIJER	0.40	102.00
	CTP	Review Metric Agreement re: 1101 E. BEARDSLEY	0.40	102.00
	GDB	Review e-mails re: concern over completion of LPI's. E-mails re: TIF analysis re: MEIJER	0.30	76.50
	GDB	Review revised Status Report from NLG. Review Metric Contract and draft Resolution re: 1101 E. BEARDSLEY	1.20	357.00
	GDB	Review Access Agreement and respond to Adam and Sandy. E-mail Sherry for a quote re: 1045 S. MAIN	0.50	148.75
	GDB	Review file for Resolution re: Crowe TIF analysis and respond to Adam re: MEIJER	0.70	208.25
	GDB	Review November Agenda and respond to Sherry	0.30	89.25
	GDB	Revise Master Agreement and Development and Purchase Agreement re: LA CASA - 209 S. SECOND	1.00	297.50
11/02/2022	GDB	E-mail with NLG re: additional questions on follow-up. Prepare for and attend Executive Session. E-mail NLG re: 1101 E. BEARDSLEY	2.60	773.50
	GDB	Attend Executive Session re: mediation strategy and respond to B. Huber re: ICE/LA BOUR	0.60	178.50
	GDB	E-mail Sherry re: status of signed Sales Disclosure form re: 1524 FRANCES	0.10	29.75
	GDB	Conference with Chaise re: prior appropriation. Revise Resolution approving Metric Contract re: 1101 E. BEARDSLEY	0.30	89.25

Re: General Services

			Hours	
11/03/2022	CTP	Research attorney fee issues re: 1101 BEARDSLEY	1.90	484.50
11/04/2022	CTP	Conference re: next steps on 1101 BEARDSLEY	0.40	102.00
	GDB	Conference with Sherry re: Auditor's form. Conference with MRY re: recording Deed re: 1524 FRANCES	0.10	29.75
	GDB	Attend Pre-Agenda meeting	0.70	208.25
	GDB	Pull file and e-mail Resolution with Agreement for Option to Purchase and Lease. E-mail to Adam re: WALTER PIANO site	0.40	119.00
	GDB	Review NLG Fee Agreement re: termination rights and effect. Conference re: same re: 1101 E. BEARDSLEY	0.60	178.50
	MRY	Calculate recording fees. Review documents re: conformity to Recorder's rules re: 1524 FRANCES	0.30	45.00
	MRY	Letter to Elkhart County Recorder re: 1524 FRANCES AVENUE	0.30	45.00
11/07/2022	GDB	E-mail Kristen re: whether to wait on Planning Commission and Council actions re: WEST 78	0.30	89.25
	GDB	E-mail follow-up list to Sherry re: agenda items	0.30	89.25
11/08/2022	CTP	Research tax sale process. Email C. Cope re: same	0.80	204.00
	CTP	Conference with G. Boyn re: WEST 78 TIF. Review Declaratory Resolution and revise letters to Plan Commission and Council.	0.80	204.00
	GDB	Review Deed. Scan Lien and Restrictive Covenant Agreement and respond re: revisions needed re: 1923 LANE	0.70	208.25
	GDB	Review and revise letters to Planning Commission and Council and two Resolutions. Respond to Mike and Kristen re: proceeding with those December approvals and e-mail Sherry for copy of the Declaratory Resolution adopted in October re: WEST 78	1.00	297.50
	GDB	Review Chaise's e-mail re: when we can offer tax title properties. Conference re: same re: TAX DEEDS	0.30	89.25
	GDB	Respond to Chaise re: monthly bills from Ice re: hourly work re: environmental testing re: ICE/1101 BEARDSLEY	0.30	89.25
11/09/2022	GDB	E-mail with Mary re: completing HUD lien forms and getting Commission's approval re: NSP PROPERTIES	0.30	89.25
	GDB	Attend Aurora and Commission meetings	2.00	595.00
	GDB	Teleconf with Amy re: Bookworm's request to renew loan. Consider how to handle late/interim payments and new Note. E-mail Amy re: AURORA re: BOOKWORM	0.50	148.75
	GDB	E-mail Meridian re: Escrow Agreement pickup		

Re: General Services

			Hours	
		re: 1918 MARKLE	0.20	59.50
	GDB	Review Amy Goll's e-mail re: Note status and balances re: AURORA re: BOOKWORM	0.20	59.50
11/10/2022	CTP	Teleconf with C. Cope re: WEST 78 TIF. Revise Plan Commission and Council resolutions. Send packets to Plan Commission and Council for December meetings.	1.00	255.00
11/15/2022	CTP	Review correspondence and resolutions re: ARP GRANT PROGRAM. Email M. Kaczka re: same	0.50	127.50
	CTP	Review Recorder's reasons for rejecting HOTEL ELKHART plat. Teleconf with A. Fann re: same	0.40	102.00
11/16/2022	CTP	Draft answer to 1707 ROYS foreclosure complaint. Multiple email correspondence with M. Kaczka re: HUD regulations. Research HUD regulations	1.60	408.00
	GDB	Review title commitment and forward to A. Fann. E-mail Adam to complete Phase 1 questionnaire. Respond to J. Hughey re: date of purchase agreement. Respond to J. Hughey re: deed, closing and possession date. Respond to buyer re: considering triple-net lease with LeRoy re: 1918 MARKLE	1.00	297.50
	GDB	Draft contract for services for Griffen sewer work and e-mail to Laura, Mary and Sandy re: 209 N. SECOND	1.00	297.50
	GDB	E-mail recorded deed to Sherry for Department of Redevelopment file re: 1524 FRANCES	0.20	59.50
11/17/2022	CTP	Attend executive session re: WOODLAND CROSSING	1.30	331.50
	CTP	Email J. Byron re: 1707 ROYS foreclosure	0.30	76.50
	CTP	Revise Lien and Restrictive Covenant form for future NSP property sales	1.10	280.50
	GDB	Attend Executive Session. Review and revise Letter of Intent re: WOODLAND CROSSING	2.70	803.25
	GDB	E-mails with NLG and B. Huber re: setting up status call re: 1101 E. BEARDSLEY	0.20	59.50
11/18/2022	GDB	Review Phase 1 questionnaire responses re: 1918 MARKLE	0.10	29.75
	GDB	E-mail Sandy and Wes re: Renewal Note terms. Draft Renewal Note re: AURORA re: BOOKWORM	0.60	178.50
11/21/2022	GDB	Review Sandy's e-mail on renewal terms. E-mail Amy to clarify if payments have increased. E-mail Wes and Sandy re: AURORA re: BOOKWORM	0.40	119.00
	GDB	Review Resolution and contract with Griffen. E-mail client that no further Commission action is needed re: 209 N. SECOND	0.30	89.25
	GDB	Review and revise Letter of Intent re: WOODLAND CROSSING	0.30	89.25

Elkhart Redevelopment Commission

November 30, 2022
Account No: 26399-000M
Statement No: 172952

Re: General Services

			Hours	
11/22/2022	GDB	Teleconf with B. Huber and M. Nelson re: settlement prospects and need to re-visit attorney fees and hourly rates request. E-mail Sandy and Wes re: 1101 E. BEARDSLEY	1.00	297.50
11/23/2022	GDB	Review Renewal Note and e-mail to Sherry and Amy re: AURORA re: BOOKWORM	0.30	89.25
	GDB	E-mail Commission, Sherry and Mike re: setting up Executive Session phone conference with attorneys re: hourly rate and settlement re: 1101 E. BEARDSLEY	0.40	119.00
11/28/2022	GDB	Draft Resolution approving extra demolition costs and appropriating funds. E-mail same for packet re: RIVER DISTRICT DEMOLITION	0.70	208.25
	GDB	E-mails with attorneys and Sherry re: scheduling second Executive Session re: 1101 E. BEARDSLEY	0.50	148.75
	GDB	Review draft Settlement Agreement for mediation and respond to Brent Huber re: LA BOUR	1.00	297.50
11/29/2022	CTP	Review and revise summary of issues re: 1101 BEARDSLEY litigation	1.70	433.50
	CTP	Review County ordinance. Email S. Olsen re: LA BOUR PUMP litigation	0.60	153.00
	GDB	E-mails with Sherry re: Notice for Executive Session on 12/13. Review statute re: 1101 E. BEARDSLEY	0.30	89.25
	GDB	Draft Contract and Resolution funding 2023 strategy. E-mail same for packet re: EXIT 92/ECCVB	1.00	297.50
	GDB	Draft Contract and Resolution funding 2023 strategy. E-mail same for packet re: GATEWAY/ECCVB	1.00	297.50
	GDB	Respond to B. Huber re: alleged groundwater ordinance re: LA BOUR	0.30	89.25
	GDB	Review NLG cost billing. E-mail August Resolution to Sherry and Sandy. Request Sandy approve and Sherry submit for payment re: NLG/1101 E. BEARDSLEY	1.30	386.75
11/30/2022	CTP	Review Ice Miller engagement letter. Conference with G. Boyn re: same	0.70	178.50
	GDB	Review Phase 1 and e-mail Sherry and Adam re: submitting Heron invoice re: 1918 MARKLE	0.70	208.25
	GDB	Teleconf with Mary re: Habitat request to deed real estate back and for refund of costs re: 5th and FRANKLIN	0.30	89.25
	GDB	Review Consulting Fee Agreement with Ice Miller and revise Key Bank's list to provide Commissioners and Mike H. re: 110 E. BEARDSLEY	1.20	357.00
		For Current Services Rendered	47.60	13,435.00

Elkhart Redevelopment Commission

November 30, 2022
Account No: 26399-000M
Statement No: 172952

Re: General Services

Expenses

11/04/2022	Payment to Elkhart County Auditor re: transfer fee for 1524 FRANCES	10.00
11/22/2022	Mileage to/from Elkhart County Recorder's office re: Hotel Elkhart on 11/15/22	12.94
	Total Expenses	22.94

Advances

11/04/2022	Recording fee paid to Elkhart County Recorder for Quit-Claim Deed re: 1524 FRANCES	25.00
11/14/2022	Recording fee paid to Elkhart County Recorder re: HOTEL ELKHART PLAT	40.00
11/16/2022	Online legal research - October services	178.72
	Total Advances	243.72
	Total Current Work	13,701.66

Payments

11/21/2022	Fee Payment - Check No. 304987	-19,506.50
11/21/2022	Expense Payment - Check No. 304987	-83.51
11/21/2022	Advance Payment - Check No. 304987	-190.89
	Total Payments	-19,780.90
	Balance Due	$35,658.76

Aged Due Amounts

0-30	31-60	61-90	91-120	121-180	181+
35,658.76	0.00	0.00	0.00	0.00	0.00

Please Remit $35,658.76

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

City of Elkhart
TIF Budget Summary
As of September 30th, 2022
(Unaudited)

	4445 - Downtown		4446 - Pierre Moran		4447 - Southwest	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		3,405,514.52		-		-
Revenues						
Spring Property Taxes		1,532,397.69	-	11,937.64	-	506,795.98
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	1,615,625.80	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	3,148,023.49	-	11,937.64	-	506,795.98
Expenses						
Personnel Services	9,837.01	63,948.66	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	690,000.00	-	-	-	-
Interest Expense	-	492,600.01	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Other Services & Charges	37,141.47	220,906.30	-	-	-	-
Transfers (Out)	-		-	11,937.64	-	506,795.98
Total Expenses	46,978.48	1,467,454.97	-	11,937.64	-	506,795.98
Ending Cash		5,086,083.04		-		-
Less: Encumbrances		107,933.10		-		-
Estimated Ending Cash		4,978,149.94		-		-

City of Elkhart
TIF Budget Summary
As of September 30th, 2022
(Unaudited)

	4448 - Aeroplex		4449 - Sterling		4450 - Cassopolis	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		1,057,219.20		-		11,201,960.38
Revenues				-		
Spring Property Taxes	-	200,911.60	-	203,977.06	-	1,710,085.84
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	200,911.60	-	203,977.06	-	1,710,085.84
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Other Services & Charges	59.50	371.90	-	-	558,144.07	1,664,981.06
Transfers (Out)	-	-	-	203,977.06	-	
Total Expenses	59.50	371.90	-	203,977.06	558,144.07	1,664,981.06
Ending Cash		1,257,758.90		-		11,247,065.16
Less: Encumbrances		-		-		3,362,152.26
Estimated Ending Cash		1,257,758.90		-		7,884,912.90

City of Elkhart
TIF Budget Summary
As of September 30th, 2022
(Unaudited)

	4451 - Tech Park		4452- Main Gateway		4453 - Consolidated	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		805,916.50		-		6,194,628.98
Revenues						
Spring Property Taxes	-	122,805.16	-	273,493.95	-	15,504.25
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	9,091.75
Transfers (In)	-	-	-	-	-	996,204.63
Total Revenue	-	122,805.16	-	273,493.95	-	1,020,800.63
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee			-	-	-	
Other Services & Charges	320.00	22,148.08	-	-	14,994.84	1,252,320.08
Transfers (Out)	-	-	-	273,493.95	-	-
Total Expenses	320.00	22,148.08	-	273,493.95	14,994.84	1,252,320.08
Ending Cash		906,573.58		-		5,963,109.53
Less: Encumbrances		100,658.60		-		1,891,189.48
Estimated Ending Cash		805,914.98		-		4,071,920.05

City of Elkhart
TIF Budget Summary
As of September 30th, 2022
(Unaudited)

	4692 - Downtown Capital		2552 - Redevelopment	
	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		76,602.02		4,095.94
Revenues				
Spring Property Taxes	-	-	-	-
Fall Property Taxes	-	-	-	-
State Grants	-	-	-	-
Miscellaneous	-	-	-	-
Rent Income	-	-	-	-
Sale of Property	-	-	-	-
Transfers (In)	-	-	-	-
Total Revenue	-	-	-	-
Expenses				
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Professional Services	-	-	-	-
Debt Service (Principle)	-	-	-	-
Interest Expense	-	-	-	-
Admin & Trustee Fee			-	-
Other Services & Charges	-	8,123.70	-	4,095.94
Transfers (Out)	-	-	-	-
Total Expenses	-	8,123.70	-	4,095.94
Ending Cash		68,478.32		-
Less: Encumbrances		42,015.42		-
Estimated Ending Cash		26,462.90		-