



City of Elkhart
Redevelopment Commission

AMENDED

**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, JANUARY 9, 2024 at 4:00 P.M.**

THIS MEETING WILL BE HELD IN-PERSON & ELECTRONICALLY VIA WEBEX

To join, go

<https://coei.webex.com/coei/j.php?MTID=mee8d3b2306ed9c2833194c37f3bd72d4>
enter **2318 682 9660** as the event number and "RDC1" as the event password.

To join by phone, call 1-415-655-0001, enter **2318 682 9660##**

*Press * 6 to unmute telephone*

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

1. Call to Order

2. Approval of Minutes

- November 14, 2023 Regular Meeting Minutes
- December 4, 2023 Special Meeting Minutes
- December 12, 2023 Regular Meeting Minutes
- December 19, 2023 Special Meeting Minutes

3. New Business

a) Election of Officers – 2024

b) Open Bids

c) 1918 Markle Avenue Phase 1 Update

- Approve the employment of Heron to conduct the Phase 1 environmental site assessment at 1918 Markle Avenue properties, approve the Heron Phase 1 Proposal and appropriate \$1,200 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of Phase 1.

- d) 1101 Beardsley Additional Environmental Appropriation
 - Approve employment of Roberts Environmental Soil Remediation Services to perform services at 1101 Beardsley Ave, approve change order invoice and appropriate \$5,492.45 from Brownfields Account Special Fund.
- e) Woodland Crossing
 - Approve the form of second amendment to Woodland Crossing declaration of covenants, conditions, and restrictions.
 - Approve allocation statement between EGAP and City of Elkhart Indiana
- f) CDBG Contract for Fair Housing
 - Approve employment of consultant to provide technical assistance on CDBG Fair Housing Programs and appropriate \$10,000 from Community Development Block Grant Program Special Fund.

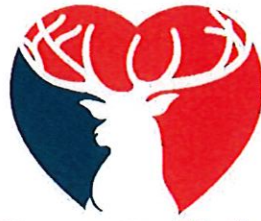
4. Staff Updates

5. Other Business

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

9. Public Comment

10. Adjournment



City of Elkhart

Redevelopment Commission

REGULAR MEETING MINUTES
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, November 14, 2023
4:00 p.m.

PRESENT: Alex Holtz, Dina Harris, Wes Steffen, Dorisanne Nielsen, Gary Boyn, Jacob Wolgamood, Mary Kaczka, Kristen Smole, Sherry Weber (Recording Secretary)

PRESENT BY WEBEX: Sandi Schreiber, Mike Huber, Adam Fann, Chris Pottratz, Lewis Anne Deputy

Call to Order

This meeting was held in-person, telephonically and virtually through WEBEX. Mrs. Schreiber called the meeting to order at 4:02 pm.

Mr. Steffen amended the agenda removing the Public Meeting as it was held earlier in the day and adding the approval of employment of Enviroforensics for LaBour Pump VRP. Moved by Ms. Harris. Seconded by Mr. Holtz. Motion approved.

Approval of October 14, 2023 Regular Meeting Minutes

Mr. Steffen asked for a motion to approve the October 14, 2023 Regular Meeting Minutes. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, minutes approved.

New Business

A. Open Offers

Mr. Jacob Wolgamood addressed the commission and opened he four bids received for demolition of 1000 block of South Main. The bids were as follows:

John Ward Concrete	\$243,900.00
Cross Excavating & Demolition, LLC	\$329,034.20
C & E Excavating	\$350,775.00
Richard Brothers	\$504,182.00

Mr. Mike Huber indicated zero bids were received for the Central Green Proposal.

B. Public Hearing on West 78 Business Park Economic Development Area and TIF Allocation Area

This item was removed from the agenda as it was held earlier in the day.

C. Nelson Law Group Invoice

Mr. Gary Boyn addressed the Commission and answered questions. Mr. Steffen asked for a motion to approve Nelson Law Group invoice #23143 for Star Tire/Executive Cleaners legal defense in the sum of \$727.70 and appropriate those funds from the Downtown Allocation Area No. 1 Special Fund. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

D. Local Public Improvement (LPI) at Elkhart Municipal Airport

Mr. Adam Fann and Mr. Gary Boyn addressed the commission and answered questions Mr. Steffen asked for a motion to approve water and electric improvements of the facilities at the Elkhart Municipal Airport and appropriate \$40,000 from the Aeroplex TIF. Moved by Mr. Holtz. Seconded by Ms. Harris. Roll call vote, all in favor, motion approved.

E. Concord Mall Loan Documents

Mr. Mike Huber addressed the commission and answered questions. Mr. Steffen asked for a motion to approve the Concord Mall loan documents form and content subject to developer submission and City review and approval of such financial statements and reports the City deems necessary and appropriate and to any final revisions at the City and Council deem appropriate. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

F. Parkway 17-Holladay Properties Economic Development Agreement

Mr. Mike Huber addressed the commission stating the developer has requested to table this item until our next meeting. Mr. Steffen asked for a motion to table the Parkway 17, Holladay Properties Economic Development Agreement until the December 4, 2023 at 4:00 p.m. during the Redevelopment Special meeting. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

G. Transfer of real estate from Board of Public Works to Redevelopment Commission for the Art and Pat Decio Central Green

Mr. Mike Huber addressed the commission and answered questions. Mrs. Steffen asked for a motion to accept transfer of real estate (Art and Pat Decio Central Green) from the Board of Works in accordance with the various parameters set forth in the proposed resolution. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

H. Homebuyer Assistance Grant for 1639 Huron Street and 919 Hubbard

Ms. Mary Kaczka addressed the commission and answered questions. Mr. Steffen asked for a motion to approve the 1639 Huron Street grant request of Lacasa, Inc. in the amount of \$15,000, approve the 919 Hubbard Avenue grant request of Lacasa, Inc. in the amount of \$15,000 and appropriate \$30,000 from CDBG Grant Year 2022 funds, grant #B22MC180015 as specified in the resolution. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

I. CDBG Program Year 23 Subrecipient Agreement with St. James AME Church.

Ms. Mary Kaczka addressed the commission and answered questions. Mr. Steffen asked for a motion to approve the CDBG Subrecipient Agreement with St. James AME Church for this grant. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

J. Award Demo Bid for 1000 Block of South Main

Mr. Jacob Wolgamood addressed the commission and answered questions. Mr. Steffen asked for a motion to conditionally award the contract to John Ward Concrete for \$243,900 for the demolition of 1000 block of South Main upon them satisfying the requisition for their financial information. Moved by Ms. Harris. Seconded by Mr. Holtz. Mrs. Schreiber moved to amend the motion to conditionally accept the bid from John Ward Concrete contingent upon them providing financial statements within 10 days. Seconded by Ms. Harris. The Commission discussed the option of not accepting this bid as it was not submitted with all the required information. Roll call vote, one opposed, motion passes 3 to 1.

K. Employment of Enviroforensics, LLC regarding LaBour Pump VRP.

Mr. Gary Boyn addressed the commission and answered questions. Mr. Steffen asked for a motion to approve the employment of Enviroforensics, LLC to provide the services for LaBour Pump VRP described in the agreement, approve the form and content of the agreement, and approve the fee specified in the agreement, and appropriate \$15,098 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund to pay this fee. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

Staff Updates

- There were no staff updates.

Other Business

Mr. Gary Boyn stated the current work amount on the Warrick and Boyn invoice is for \$47,014.89. Mr. Steffen asked for a motion to approve the Warrick and Boyn invoice in the sum of \$47,014.89. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

Public Comment

Lewis Anne Deputy addressed the Commission and asked questions about Woodland Crossing Mall. Mike Huber answered Lewis Anne's questions regarding Woodland Crossing Mall.

Adjournment

There being no further discussion, Mr. Steffen asked for a motion to adjourn the meeting. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved. The meeting adjourned at 4:43 p.m. Next meeting is on Tuesday, December 12, 2023 at 4:00 p.m. in Council Chambers.

Wes Steffen, Vice President



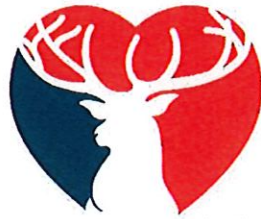
City of Elkhart
Redevelopment Commission

Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For November 9, 2023

PRESENT: Dina Harris, Sandi Schreiber, Wes Steffen, Gary Boyn, Mike Huber,
Adam Fann, Sherry Weber, Mary Kaczka, and Kristen Smole.

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 14, 2023.



City of Elkhart
Redevelopment Commission

SPECIAL MEETING MINUTES
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, December 4, 2023
4:30 p.m.

PRESENT: Alex Holtz, Dina Harris, Sandi Schreiber, Wes Steffen, Dorisanne Nielsen, Gary Boyn, Mike Huber, Adam Fann, Jacob Wolgamood, Mary Kaczka, and Sherry Weber (Recording Secretary)

PRESENT BY WEBEX: Chris Pottratz, Lewis Anne Deputy, and Lori Harris

Call to Order

This meeting was held in-person, telephonically and virtually through WEBEX. Mrs. Schreiber called the meeting to order at 4:30 pm.

New Business

A. Brownfield Account Guidelines

Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve changes regarding the use of the Brownfield account. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor, motion approved.

B. Award Bid for Demo of 1000 Block South Main

Adam Fann addressed the commission and answered questions. Upon review with legal counsel, it was determined that the bid awarded to John Ward Concrete is to be rejected because it did not contain all of the required documentation. Ms. Schreiber asked for a motion to award the Cross Excavating contract for demolition services of 1000 Block of South Main in the amount of \$329,034.20 and appropriate funds to be paid in equal shares from the Consolidated South Economic Development/Redevelopment Tax Allocation Special fund and the Downtown Allocation Area No. 1 Special Fund.

C. Kiosk

Adam Fann addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the Access and Use Agreement with Blue Dot Equity, LLC for Kiosk placed at the northeast corner of Main Street and Marian Street. Moved by Mr. Steffen. Seconded by Mr. Holtz. Voice vote, all in favor, motion approved.

D. Bradley Company Woodland Crossing Common Area Maintenance (CAM) Budget Pro Forma Development

Mary Kaczka addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the contract with Bradley Company and appropriate \$5,000 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund. Moved by Mr. Steffen. Seconded by Mr. Holtz. Voice vote, all in favor, motion approved.

Public Comment

No public was present to address the Commission for public comment.

Adjournment

There being no further discussion, Mrs. Schreiber asked for a motion to adjourn the meeting. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor, motion approved. The meeting adjourned at 4:41 p.m. Next meeting is on Tuesday, December 12, 2023 at 4:00 p.m. in Council Chambers.

Sandra Schreiber, President



City of Elkhart

Redevelopment Commission

REGULAR MEETING MINUTES

ELKHART REDEVELOPMENT COMMISSION

LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS

Tuesday, December 12, 2023

4:00 p.m.

PRESENT: Alex Holtz, Dina Harris, Gerry Roberts, Sandi Schreiber, Wes Steffen, Dorisanne Nielsen, Gary Boyn, Mike Huber, Adam Fann, Jacob Wolgamood, Mary Kaczka, Drew Wynes, and Sherry Weber (Recording Secretary), Dave Osborne, Janis Logsdon (ECCVB), Jon Hunsberger (ECCVB), James Randolph (HP Crossroads, LLC), and Bil Murray (EFI)

PRESENT BY WEBEX: Chris Pottratz, Kevin Bullard and Lewis Anne Deputy

Call to Order

This meeting was held in-person, telephonically and virtually through WEBEX. Mrs. Schreiber called the meeting to order at 4:00 pm.

Amend Agenda

Mrs. Schreiber asked for a motion to amend the December 12, 2023 Redevelopment Agenda. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor, minutes approved.

New Business

A. Open Offers

Adam Fann addressed the commission stating there are no bids to open.

B. Parkway 17-HP Crossroads, LLC Economic Development Agreement

Mr. Mike Huber, James Randolph from (Holladay Properties) HP Crossroads 41, LLC addressed the commission and answered questions regarding the Economic Development Agreement with HP Crossroads 41, LLC (Holladay) and the City of Elkhart. Ms. Schreiber asked for a motion to approve the Economic Development Agreement with HP Crossroads 41, LLC and the City of Elkhart Indiana. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice Vote, all in favor, motion approved.

C. Freight Street Offer to Purchase and Phase 1 Environmental Appropriation

Mr. Mike Huber addressed the Commission and answered questions. Mrs. Schreiber asked for a motion to authorize an offering to purchase Freight Street lot, negotiate a purchase agreement. Ms. Harris made a motion to amend the motion to include hiring Heron Environmental as the Phase 1 contractor and appropriate \$3,000 from Downtown Allocation Area No. 1 Special Fund. Seconded by Mr. Roberts. Voice Vote, all in favor, motion approved.

D. Elkhart County Convention and Visitors Bureau (ECCVB) – Gateway Mile

Mr. Adam Fann addressed the Commission and answered questions. Mrs. Schreiber asked for a motion to approve the strategy and terms of the ECCVB agreement, authorize the expenditure of Downtown Allocation Area No. 1 funds for ECCVB Gateway Mile/Do Downtown Elkhart and appropriate \$60,000 from Downtown Allocation Area No. 1 Special Fund for implementation in 2024. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor, motion approved.

E. Elkhart County Convention and Visitors Bureau – Cassopolis Street Corridor

Mr. Adam Fann addressed the Commission and answered questions. Mrs. Schreiber asked for a motion to approve the strategy and terms of the ECCVB agreement, authorize the expenditure of Cassopolis Street Corridor Allocation Area funds for ECCVB Cassopolis Street Corridor Premier Exit Study implementation and appropriate \$160,000 from Cassopolis Street Corridor Allocation Area Special Fund for implementation in 2024. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor, motion approved.

F. CDBG Technical Assistance Contract – Aaron Sorrell Professional Services

Ms. Mary Kaczka addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the employment of Community Planning Insights (CPI) for CDBG consulting services, approve the CPI Professional Services Contract and appropriate \$25,000 from the Community Development Block Grant (CDBG) Program Special Fund. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor, motion approved.

G. LaCasa Inc. Housing Rehabilitation Inspection Services

Ms. Mary Kaczka addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the LaCasa contract for Owner Occupied Home Inspection Services for a period of two years and appropriate \$20,000 from Community Development Block Grant Rehab Program funds. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor, motion approved.

H. Downtown After Dark light project update

Bil Murray gave an update on the progress and success of the Downtown After Dark program in Elkhart.

I. Public Hearing to approve creation of Downtown Elkhart Allocation Area No. 4, the Downtown Elkhart Area No. 5 and the Downtown Elkhart Single Family Housing Allocation Area No. 6

Mr. Mike Huber discussed the creation of Downtown Elkhart Allocation Area No. 4, the Downtown Elkhart Area No. 5 and the Downtown Elkhart Single Family Housing Allocation Area No. 6, and

answered questions. Ms. Schreiber opened the Public Hearing and asked for any public comment. There was no public comment. Ms. Schreiber asked for a motion to continue the public hearing until the December 19, 2023 at 4:00 p.m. in the Council Chambers at the Redevelopment Commission Special Meeting. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor, motion approved. Public Hearing continued until the December 12, 2023 at 4:00 p.m. Special Redevelopment Commission Meeting.

Staff Updates

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

- **1101 Beardsley** – Contract is completing final grading and seeding of property and is a fence around what used to be the basement. We decided not to fill this hole in as we will be doing excavating and remediation.
- **1918 Markel** – Have been in contact with a representative from Milmark who is interested in purchasing this property. We did receive a “No further action” letter from Indiana Brownfields and IDEM after the removal of the underground storage tank that was on site. Milmark would like to have an updated Phase 1 since the one we did before we offered the property for sale is over a year old. We will come to the Commission for an appropriation for that in January. Once we have updated Phase 1, Milmark is comfortable moving into closing.
- **1000 Block of South Main** – Demo will begin on January 2nd. Corinne is putting something together to sending out to the community about the demo and the mural.
- **The City has received two LITEK Grants** – Sterling property was awarded through Advantex and the Hug and East Street was awarded through Real America. We are currently working with both organizations to determine what our next steps are.
- **Roundhouse** – Additional testing done through EPA for asbestos. There was some transite that was found on the surface or the property. The EPA has asked us to stop all mowing and movement of soil on this property until we can get full results back and remediate those.
- **Draft of Benham Neighborhood Plan** – from Notre Dame and the Chamber anticipated to be available by the end of the year.
- **Mike Huber reflected on results of hard work of the Redevelopment Commission-** the Holladay/River District project is creating 400 units of new market rate housing, Litek project is creating 100 new housing units. This is just the start of all of the hard work we have been doing over the last year.

Other Business

Mr. Gary Boyn stated the current work amount on the Warrick and Boyn invoice is for \$27,653.29. Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$27,653.29. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor, motion approved.

Public Comment

Kevin Bullard asked questions about the Holladay project and carving out the TIF. Mr. Mike Huber answered Mr. Bullard's questions.

Lewis Anne Deputy asked questions about the Warrick and Boyn invoice reference to the Chase Building. Mr. Mike Huber answered Ms. Deputy's questions.

Adjournment

There being no further discussion, Mrs. Schreiber asked for a motion to adjourn the meeting. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor, motion approved. The meeting adjourned at 4:55 p.m. Next meeting is on Tuesday, January 9, 2024 at 4:00 p.m. in Council Chambers.

Sandra Schreiber, President

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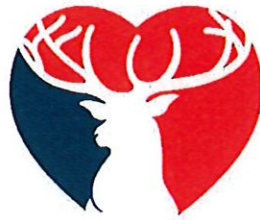
City of Elkhart
Redevelopment Commission

Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For December 8, 2023

PRESENT: Dina Harris, Sandi Schreiber, Wes Steffen, Gary Boyn, Mike Huber, Adam Fann, Jacob Wolgamood, Sherry Weber, Mary Kaczka, and Kristen Smole.

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 December 12, 2023.



City of Elkhart
Redevelopment Commission

SPECIAL MEETING MINUTES
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, December 19, 2023
4:00 p.m.

PRESENT: Alex Holtz, Dina Harris, Sandi Schreiber, Wes Steffen, Gary Boyn, Mike Huber, Jacob Wolgamood, Mary Kaczka, and Sherry Weber (Recording Secretary)

PRESENT BY WEBEX: Chris Pottratz and WSBT

Call to Order

This meeting was held in-person, telephonically and virtually through WEBEX. Mrs. Schreiber called the meeting to order at 4:03 pm.

New Business

A. Public Hearing Continued

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber reopened the Public Hearing continued from the December 12 Redevelopment meeting to approve the creation of Downtown Elkhart Allocation Area No. 4, the Downtown Elkhart Area No. 5 and the Downtown Elkhart SF Housing Allocation Area No. 6. No public was present to address the Commission for the Public Hearing. Ms. Schreiber closed the Public Hearing. Ms. Schreiber asked for a motion to approve the confirming resolution for the amendment to the declaratory resolution for the Downtown Allocation Area No. 1 and establish redevelopment plan for the Downtown Urban Renewal Area. Moved by Mr. Steffen. Seconded by Mr. Holtz. Voice vote, all in favor, motion approved. Ms. Schreiber closed the public hearing.

B. Ice Miller Invoice

Mr. Gary Boyn addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Ice Miller invoice #01-2240533 for LaBour Pump litigation costs incurred through November 2023 in the sum of \$24,034.01 and appropriate funds from the Consolidated South Elkhart Economic Development/Redevelopment Area TIF Special Fund. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor, motion approved.

C. Dinsmore Invoice

Mr. Gary Boyn addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Dinsmore invoice for G&W Mediation costs in the sum of \$3,383.99 and appropriate these funds from the Consolidated South Elkhart Economic Development/Redevelopment Area TIF Special Fund. Moved by Mr. Holtz. Seconded by Mr. Steffen. Voice vote, all in favor, motion approved.

D. Woodland Crossing First Amendment to Purchase Agreement

Mr. Mike Huber addressed the commission and answered questions. Mrs. Schreiber asked for a motion to approve the first amendment to the purchase agreement for Woodland Crossing between E-Gap, Elkhart One LLC and the City of Elkhart Redevelopment Department in the form presented to the Commission. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor, motion approved.

Public Comment

No public was present to address the Commission for public comment.

Adjournment

There being no further discussion, Mrs. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor, motion approved. The meeting adjourned at 4:12 p.m. Next meeting is on Tuesday, January 9, 2024 at 4:00 p.m. in Council Chambers.

Sandra Schreiber, President

RESOLUTION NO. 24-R-001

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,
APPROPRIATING FUNDING FOR 1918 MARKLE AVENUE PHASE 1

Whereas, The Commission is selling 7 parcels or real estate at 1918 Markle Street and has agreed to provide the Purchaser with a current Phase 1 Environmental Report (the "Phase 1"); and

Whereas, the Commission has received and reviewed the attached Proposal For Phase 1 Environmental Site Assessment (the "Proposal") to perform the environmental assessment, and desires to employ Heron Environmental LLC ("Heron") to perform the study; and

Whereas, the Commission believes it is in the best interest of the City, the Area, and the inhabitants to approve the Proposal and employment of Heron and provide the funding for the Phase 1.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Phase 1 Proposal and the employment of Heron to conduct the Phase 1 in accordance therewith.
2. The Commission appropriates the sum of \$1200.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of Phase 1, with any unused funds to be returned to the appropriate account.
3. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 9TH DAY OF JANUARY 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/27/23
Re: 1918 Markle Phase I Update

As part of the sale of the parcels owned by the Commission at 1918 Markle the potential buyer has asked the Commission to update the Phase I environmental report. Attached is the proposal for that report. Staff request the Commission appropriate \$1,200 from the Consolidated TIF to cover the costs.



December 27, 2023

Adam Fann, Assistant Director of Redevelopment
City of Elkhart
201 S. Second Street
Elkhart, Indiana 46516

RE: Proposal for Phase I Environmental Site Assessment
1918 Markle Avenue
Elkhart, Indiana
Heron Proposal No. 24-0502

Mr. Fann,

Heron Environmental, LLC (Heron) is pleased to provide this Proposal to perform a Phase I Environmental Site Assessment for the seven parcels listed below located at 1918 Markle Avenue, in Elkhart, Elkhart County, Indiana.

- 20-06-18-106-016.000-012
- 20-06-18-106-017.000-012
- 20-06-18-106-018.000-012
- 20-06-18-106-019.000-012
- 20-06-18-106-020.000-012
- 20-06-18-106-022.000-012
- 20-06-18-106-023.000-012

Heron understands that the assessment has been requested to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability, the “landowner liability protections (LLPs)”, which is the practice that constitutes all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined at 42 U.S.C. §9601(35)(B).

In performing the assessment Heron will conform with the ASTM E1527-21 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”, which defines good commercial and customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to contaminants within the scope of the (CERCLA) and petroleum products, taking into account commonly known or reasonably ascertainable information.

The goal of the assessment is to identify *Recognized Environmental Conditions*, defined as the presence or likely presence of any hazardous substances or petroleum products in, on, or at the Property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

The following Scope of Work will be completed in performing the assessments.

SCOPE of WORK

The Phase I Environmental Site Assessment shall have four components, as follows:

- Records Review;
- Site Reconnaissance;
- Interviews; and
- Report.

Records Review

At a minimum, the Records Review will include a review of standard Federal, State, and Tribal environmental record sources; a review of pertinent regulatory files for the properties or adjoining properties if listed on the standard environmental record sources; current USGS 7.5 Minute Topographic Map; and obvious uses of the properties from present back to first developed use or 1940 (whichever is earlier) as established by one or more of the following sources: aerial photographs, fire insurance maps, property tax files, recorded land title records, local street directories, building department records, zoning/land use records, or other historical sources.

Site Reconnaissance

The property and any structure(s) located on the property shall be visually and/or physically observed. It is not expected that more than one visit to the property shall be made. Uses and conditions of the property will be noted to the extent observed and may be the subject of questions asked to owners, operators, and occupants. Such uses and conditions include current and past uses of the property and adjoining properties; topographic conditions; description of structures; roads; potable water supply; sewage disposal system; hazardous substances and petroleum products in connection with identified uses; storage tanks; odors; pools of liquid; drums; hazardous substance and petroleum product containers; unidentified substance containers; PCBs; heating/cooling; stains or corrosion; drains and sumps; pits, ponds, or lagoons; stained soil or pavement; stressed vegetation; solid waste; wastewater; wells; and septic systems.

Interviews

Interviews will be conducted with a person with good knowledge of the uses and physical characteristics of the property, a reasonable number of occupants, past owners/operators/occupants (where necessary and/or available), and at least one state and/or local government official.



Report

A Phase I Environmental Site Assessment Report will be prepared and shall describe all services performed; discussions of records review, site reconnaissance and interviews; a findings section which identifies known or suspect recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions, and de minimis conditions; the environmental professional's opinion of the impact on the property of conditions identified in the findings section; data gaps; conclusions; any additional services performed; limiting conditions/deviations; references; environmental professional's signature and statement; and appendices.

USER RESPONSIBILITIES

The All Appropriate Inquiries Final Rule requires the party seeking to qualify for an LLP to CERCLA liability (the User) perform certain tasks, including a search for the existence of environmental liens and activity and use limitations (AULs) that are filed or recorded against the property; disclosure of specialized or actual knowledge regarding the property; consideration of the relationship between the purchase price and fair market value of the property; disclosure of commonly known or reasonably ascertainable information regarding the property; and consideration to the degree of obviousness of the presence or likely presence of releases or threatened released at the property. A User Questionnaire is attached and should be returned upon authorization to proceed.

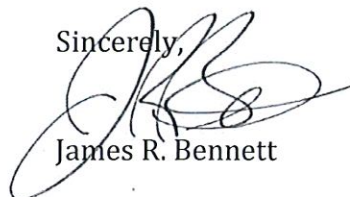
COST and SCHEDULE

Heron proposes to complete the Phase I Environmental Site Assessment as described herein for a lump sum fee of **\$1,200**. The assessment Report will be provided within three weeks of authorization to proceed.

AUTHORIZATION

We appreciate the opportunity to provide our services. If you find this Proposal to be acceptable please complete the attached Authorization and return to me at jbennett@heronenviro.com. Should you have any questions or need any additional information please contact me at 574-333-4553.

Sincerely,



James R. Bennett



RE: Proposal for Phase I Environmental Site Assessment
1918 Markle Avenue, Elkhart, Indiana
Heron Proposal No. 24-0502

Date:

Authorized by (name and title) "Client":

Signature:

Company:

Billing Address:

Phone:

Email:

Property Contact (name and number/email):

STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to the above referenced Proposal ("Services") and constitutes the contract between Heron Environmental LLC ("Company") and Client. Services will be provided by Company in a professional manner, exercising reasonable skill and diligence expected of qualified environmental professionals. There are no other representations express or implied, and no warranty or guarantee is included or intended. Client acknowledges and agrees that Services may be performed by subcontractor chosen by Company.

Payment Terms: Projects will be invoiced at completion or every 30 days (when applicable). Payment is due on the date of the invoice and must be settled within 30 days of date of invoice. Invoices past due more than 30 days will be assessed at an interest rate of 1.5% per month.

Client agrees that the Company's total liability for any and all claims arising in any way related to these Services from any cause shall not exceed and limited to the lessor of total compensation paid to Company for Services or the amount of Company's insurance pursuant to Services.

ASTM E1527-21 PHASE I ENVIRONMENTAL SITE ASSESSMENT USER QUESTIONNAIRE

Property Address or Parcel Number(s)

Name of User

Name and Title of Person Completing the Questionnaire

Address, Phone Number and Email

Signature

Date

The "All Appropriate Inquiries" Final Rule (40 CFR Part 312) requires that certain tasks be performed by or on behalf of a party seeking to qualify for one of the Landowner Liability Protections (LLPs) to CERCLA liability (the "User") perform certain tasks. The User is defined as the party seeking to use Practice E1527 to complete an environmental site assessment of the property, and may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. In order to qualify for, the User must conduct the following inquiries.

1. Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the Property under federal, tribal, state or local law?
2. Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the Property and/or have been filed or recorded against the Property under federal, tribal, state or local law?
3. Do you have any specialized knowledge or experience related to the Property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the Property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?



4. Does the purchase price being paid for this Property reasonably reflect the fair market value of the Property? If you conclude there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the Property?

5. Are you aware of commonly known or reasonably ascertainable information about the Property that would help the environmental professional to identify conditions indicative of releases or threatened releases?
 - a. Do you know the past uses of the Property?

 - b. Do you know of specific chemicals that are present or once were present at the Property?

 - c. Do you know of spills or other chemical releases that have taken place at the Property?

 - d. Do you know of any environmental cleanups that have taken place at the Property?

6. Based on your knowledge and experience related to the Property are there any obvious indicators that point to the presence or likely presence of releases at the Property?



RESOLUTION NO. 24-R- 002

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CHANGE ORDER FOR ROBERTS ENVIRONMENTAL SOIL REMEDIATION SERVICES AT 1101 EAST BEARDSLEY AVENUE

Whereas, The Commission owns the real estate at 1101 E. Beardsley Avenue in the City of Elkhart (the "Real Estate") which requires contaminated soil removal and disposal and has received a proposed Change Order from Roberts Environmental Services, LLC ("Roberts") to provide engineering services relating to the identification and removal of hydraulic oil and related contaminated soil and water all as set forth in the attached Change Order Invoice (the "Services"); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Roberts to perform the Services on the Real Estate in accordance with the terms of the Change Order Invoice attached hereto and approves the Invoice in the amount of \$5,492.45 for payment.
2. The Commission appropriates the sum of \$5,492.45 from the Brownfields Account Special Fund to cover the cost of the Services. All unused funds to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to execute and deliver the Change Order and such other Agreements as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF JANUARY 2024.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/28/23
Re: 1101 Beardsley Environmental

During the demolition of the basement at 1101 Beardsley a hydraulic cylinder associated with the elevator was found and needed to be removed. During the removal Roberts found the cylinder still had fluid in it. INSERTV was called to pump out the hydraulic oil and dispose of it and any impacted soil and ground water. The attached invoice is from that work, staff requests the Commission appropriate \$5,492.45 from the Brownfields Account to cover these costs.



Roberts Environmental Services, LLC
 2112 Carmen Court
 Goshen, IN 46526
 (574) 537-0881
 jroberts@robertsenvironmental.net
 www.robertsenvironmental.net

INVOICE

BILL TO

Adam Fann
 City of Elkhart
 229 South Second Street
 Elkhart, IN 46516

INVOICE # 2653

DATE 12/21/2023

DUE DATE 01/20/2024

TERMS Net 30

PROJECT DESC

Conn - Elevator Hydraulic Oil

PROJECT #

23-10932-10

ACTIVITY/DESCRIPTION	QUANTITY	RATE	AMOUNT
Charges			
Company Vehicle/Daily (Local) Nov. 20, 2023	0.50	85.00	42.50
MiniRAE 3000 PID	0.50	95.00	47.50
Hand-Auger for Soil Sampling	1	25.00	25.00
Nitrile Gloves for Sampling	20	0.60	12.00
Bailer for Sampling 2-Inch Diameter Wells/Each	1	10.00	10.00
Bailer Cord for Bailer Sampling/Foot	10	0.10	1.00
Decontamination Supplies - Alconox, Decon Buckets, Cleaning Brushes, etc.	1	20.00	20.00
Oil Absorbent Pads	25	2.25	56.25
Plastic Sheeting	1	175.00	175.00
Billable Time			
Sr. Project Manager	3:30	144.00	504.00
Sr. Hydrogeologist	6:45	140.00	945.00
Project Geologist	6:00	99.00	594.00
Billable Expenses			
INSERV Environmental Response to Hydraulic Oil Release - Former CG Conn, 1101 E Beardsley Ave, Elkhart (INSERV INV-24047;11-21-2023)			2,863.85
Laboratory Analysis - Soil, Ground Water, and/or Air (Microbac Inv. No. C23006919)			196.35

We Appreciate Your Business. Please Remit to Address Above. Thank You!

BALANCE DUE

\$5,492.45

RESOLUTION NO. 24-R-003

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING THE FORM OF SECOND AMENDMENT TO WOODLAND CROSSING DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Whereas, the Commission has entered into a Purchase Agreement to acquire Lots 1,3,5 and 6 in the recorded Plat of Woodland Crossing (the "Property") and a condition to closing on that purchase is the Commission's approval of the proposed terms set forth in the attached Second Amendment To Declaration Of Covenants, Conditions, and Restrictions (the "Amendment"); and

Whereas, in order to expedite the closing process, the Executive Committee reviewed and approved the form of Amendment and authorized the collection of signatures thereon pending closing of the Commission's purchase of the Property and the Commission desires to ratify and approve that action; and

Whereas, the Commission has reviewed the form of Amendment and finds the terms acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby ratifies the action of the Executive Committee and approves the terms set forth in the Amendment.
2. The officers are authorized to take all actions they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE ON THE 9TH DAY OF JANUARY, 2024.

CITY OF ELKHART REDEVELOPMENT COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
, Secretary

Cross Reference: Instrument No. 2023-08680

(ABOVE LINE FOR RECORDER'S USE ONLY)

J-886

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Second Amendment") is made as of this ____ day of _____, 2023 (the "Second Amendment Effective Date"), by EGAP ELKHART I, LLC, a Delaware limited liability company ("Developer"), KROGER LIMITED PARTNERSHIP I, an Ohio limited partnership ("Kroger"), HEART CITY HEALTH CENTER, INC., an Indiana nonprofit corporation ("HCHC"), and GOODWILL INDUSTRIES OF MICHIANA, INC., an Indiana nonprofit corporation ("Goodwill" and, together with HCHC, collectively, "Lot 2 Owner") under the following circumstances.

A. The real estate identified on Exhibit A attached hereto (the "Parcels") are subject to that certain Declaration of Covenants, Conditions, and Restrictions dated June 1, 2023 and recorded June 2, 2023 in Instrument No. 2023-08680 with the Elkhart County, Indiana Recorder's office (the "Original Declaration"), as amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions dated October 31, 2023 and recorded _____, 2023 in Instrument No. _____ with the Elkhart County, Indiana Recorder's office (the "First Amendment" and, together with the Original Declaration, collectively, the "Declaration").

B. Developer and Kroger, by virtue of their authority as the Approving Parties under Section 9.1 of the Declaration, and Lot 2 Owner, as the owner of Lot 2, in connection with the sale of Lots 1, 3, 5 and 6 by Developer, desire to modify the Declaration as set forth in this Second Amendment.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Approving Parties and Lot 2 Owner hereby declare that the Parcels shall be held, sold and conveyed subject

to this Second Amendment, which, together with the Declaration and all subsequent amendments thereto (a) shall be construed as covenants running with the land, and (b) shall be binding upon, and inure to the benefit of, the Parcels, all present and future owners of all or any part of the Parcels, and all of their respective heirs, successors and assigns, and all claiming under or through any of them.

1. Amendment to Section 1; Definition of Building Area. A new sentence is added to the end of Section 1.1 as follows:

“Subject to the rights and restrictions expressly set forth in this Declaration, the Future Development Plot Plan (as defined herein) may be changed to add, delete or alter Future Building Area (as defined herein) within Lots 1, 5, and 6 by an amendment hereto by Developer, any Kroger Entity with a legal or equitable interest in a Parcel, and the owner of such Parcel.”

2. Amendment to Section 1; Definition of Future Building Area. A new Section 1.4 is added as follows:

“1.4 Future Building Area: The areas of Lots 1, 5, and 6 depicted on the plot plan attached hereto as Exhibit B-1 (the “Future Development Plot Plan”) as “Future Building Area” which may be developed or re-developed in the future in accordance with the Future Development Plot Plan and this Declaration. If any portion of Lots 1, 5, and 6 shall be developed or redeveloped in the future, the areas containing any buildings or other structures shall be converted to Building Area and the paved areas of such Parcel shall be converted to Common Area.”

3. Amendment to Section 1.2. The second sentence of Section 1.2 is hereby amended as follows:

“Any portion of the Common Area upon which Building Area is expressly permitted under this Declaration, including without limitation those areas identified as Future Building Area on the Future Development Plot Plan, shall be deemed Building Area from and after the commencement of construction of building improvements thereon.”

4. Amendment to Section 6.4(a)(vii) of the Declaration; Living Quarters, Sleeping Apartments or Lodging Rooms Restrictions. A new sentence is added to the end of Section 6.4(a)(vii) as follows:

“Subject to the restrictions set forth in this Declaration, the owner(s) of Lots 1, 5 and 6 shall be permitted to develop and operate a mixed-use development including residential apartments, condominiums and attached townhomes, in accordance with the Future Development Plot Plan.”

5. Amendment to Section 6.7(a) of the Declaration; Construction. Section 6.7(a) is hereby deleted in its entirety and replaced with the following:

“(i) Each Parcel owner shall submit to Developer and any Kroger Entity having a legal interest in a Parcel for review and approval any plans and specifications for all improvements to be constructed on such Parcel owner’s Parcel. Submitted plans should include, but not be limited to, exterior elevations, architectural and signage plans and specifications, and site plans with sufficient detail (the “Development Evaluation Materials”) to demonstrate that: (A) each Parcel will maintain self-contained parking with a parking space to building square footage ratio of 4 per 1,000 square feet for commercial uses, 1.2 spaces per unit for multi-family residential and condominium uses, and 2 spaces per unit for attached townhome uses, or greater; (B) the proposed construction and design is consistent with the materials and overall aesthetic of the existing Shopping Center; (C) the proposed construction and improvements will not reduce the number of access points to the Shopping Center; (D) the proposed construction and improvements will not reduce visibility to Lot 4 or the Kroger Building Area; and (E) the proposed construction and improvements shall otherwise comply with all applicable laws, codes, rules and regulations, and the Developer and such Kroger Entity’s review and approval shall not be unreasonably withheld or delayed. If the Developer and/or the Kroger Entity fails to signify its approval or disapproval to any plans and specifications for improvements under this Section 6.7(a) within ninety (90) days after submission of the Development Evaluation Materials, it shall be deemed to have granted approval, provided that Developer and/or such Kroger Entity has not delivered written notice to such Parcel owner within such ninety (90) period that the information submitted is incomplete or inadequate and has requested specific additional information to enable it evaluate the same. Notwithstanding the foregoing, during the period of time commencing upon the Second Amendment Effective Date until the earlier of (y) the date upon which the City of Elkhart Redevelopment Commission (the “Commission”), or any developer engaged by the Commission, has notified Kroger Entity in writing that it is no longer actively developing Lots 1, 5, and 6, or (z) the seventh anniversary ~~thereof~~ thereof of the Second Amendment Effective Date, the owner(s) of Lots 1, 5 and 6 shall not be required to seek Developer and such Kroger Entity’s approval under this Section 6.7(a) if, and only if: (1) any proposed development, redevelopment (including, without limitation, rebuilding due to casualty), improvements, or modifications to existing improvements are consistent with the Future Development Plot Plan; (2) any such development, redevelopment, improvements, or modifications comply with the requirements in subparts (A)-(E) of this Section 6.7(a)(i); and (3) such owner submits the Development Evaluation Materials to Developer and such Kroger Entity not later than thirty (30) days prior to commencing construction;

(ii) Any approval by Developer or such Kroger Entity shall not be deemed to constitute a warranty or representation by the Developer or such Kroger Entity with respect to the materials, design, location, construction or workmanship of any improvements on the subject Parcel. Except as set forth in Section 6.7(a)(i), each Parcel owner shall obtain the foregoing approvals before modifying any aspect of the Building Area or Common Area on its respective Parcel, before commencing any construction on its respective Parcel, before implementing any changes in plans theretofore approved by the Developer and such Kroger Entity, and before commencing any

construction to repair, replace or restore the improvements on its respective Parcel following a condemnation or a casualty thereon. In the event of any disagreement as to such approvals between the Developer and the Kroger Entity, the Kroger Entity shall control (i.e., if construction is approved by the Kroger Entity, such construction may move forward even if disapproved by Developer; and if construction is disapproved by the Kroger Entity, such construction may not move forward even if approved by the Developer); and

(iii) Nothing in this Section 6.7(a) shall obligate any Parcel owner to obtain either Developer or such Kroger Entity's consent to modify the interior of any building on such owner's Parcel. Except as set forth in Section 6.7(a)(i), should any Parcel owner desire to perform any cosmetic modifications to the existing Building Area on such Parcel owner's Parcel, including the building façade, doors, windows, signage, or lighting of the building on such Parcel (and expressly excluding modifications to the Common Areas) (collectively, the "Cosmetic Modifications"), then such Kroger Entity shall not unreasonably withhold, condition or delay its approval of such Cosmetic Modifications. If the Developer and/or the Kroger Entity fails to signify its approval or disapproval to any Cosmetic Modifications, within forty-five (45) days after submission of such information required under this Section 6.7(a), it shall be deemed to have granted approval, provided that Developer and/or such Kroger Entity has not delivered written notice to such Parcel owner within such forty-five (45) period that the information submitted is incomplete or inadequate and has requested specific additional information to enable it evaluate the same."

6. Amendment to Section 6.7(b) of the Declaration; No Interference. A new sentence is added to the end of Section 6.7(b) as follows:

"In the absence of written consent from another Parcel owner to allow staging on its property, any and all construction staging shall be solely contained within the Parcel(s) of the owner performing such construction."

7. Amendment to Section 9.2 of the Declaration; Developer's Rights. Section 9.2 is hereby deleted in its entirety and replaced with the following:

"Except as otherwise provided in this Declaration, upon the assignment, sale or other transfer by the originally named Developer of its entire right, title and interest in all of the Parcels, the rights, duties and obligations of Developer shall be delegated to and assumed by the subsequent owner of Lot 5 (or the largest portion of Lot 5 (based on acreage) if Lot 5 is subdivided)."

8. Integration. The Declaration shall continue in full force and effect as herein modified. Any capitalized terms used herein and not defined in this Second Amendment shall have the meanings ascribed to said terms in the Declaration.

[The remainder of this page was intentionally left blank. Signature page to follow]

Developer, Kroger, HCHC and Goodwill have executed this Second Amendment through its duly authorized officer as of the day and year first above written.

DEVELOPER:

EGAP ELKHART I, LLC,
a Delaware limited liability company

By: EGAP FUND I MANAGER, LLC,
a Delaware limited liability company

Its: Manager

By: _____
Name: Nicholas Hodge
Title: Manager

(Developer Acknowledgment)

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by Nicholas Hodge, the Member of EGAP Fund I Manager, LLC, a Delaware limited liability company which is the Manager of EGAP Elkhart I, LLC, a Delaware limited liability company, on behalf of said limited liability companies. *This is an acknowledgment certificate; no oath or affirmation was administered to the signer in connection with this notarial act.*

NOTARY PUBLIC

KROGER:

KROGER LIMITED PARTNERSHIP I,
an Ohio limited partnership

By: KRGP LLC, an Ohio limited liability company
Its: General Partner

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, _____ of KRGP LLC, an Ohio limited liability company, the general partner of Kroger Limited Partnership I, an Ohio limited partnership, on behalf of said partnership and company. *This is an acknowledgment certificate; no oath or affirmation was administered to the signer in connection with this notarial act.*

NOTARY PUBLIC

HCHC:

HEART CITY HEALTH CENTER, INC.,
an Indiana nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023
by _____ of Heart City Health Center,
Inc., an Indiana nonprofit corporation, on behalf of said nonprofit corporation. *This is an
acknowledgment certificate; no oath or affirmation was administered to the signer in connection
with this notarial act.*

NOTARY PUBLIC

GOODWILL:

GOODWILL INDUSTRIES OF MICHIANA, INC.,
an Indiana nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023
by _____ of Goodwill Industries of
Michiana, Inc., an Indiana nonprofit corporation, on behalf of said nonprofit corporation. *This is
an acknowledgment certificate; no oath or affirmation was administered to the signer in
connection with this notarial act.*

NOTARY PUBLIC

This instrument prepared by:

Andrew J. Ferguson, Esq., Keating Muething & Klekamp PLL, One East Fourth Street, Suite 1400,
Cincinnati, Ohio 45202.

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

EXHIBIT A

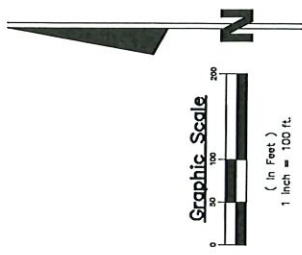
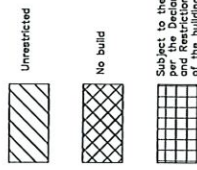
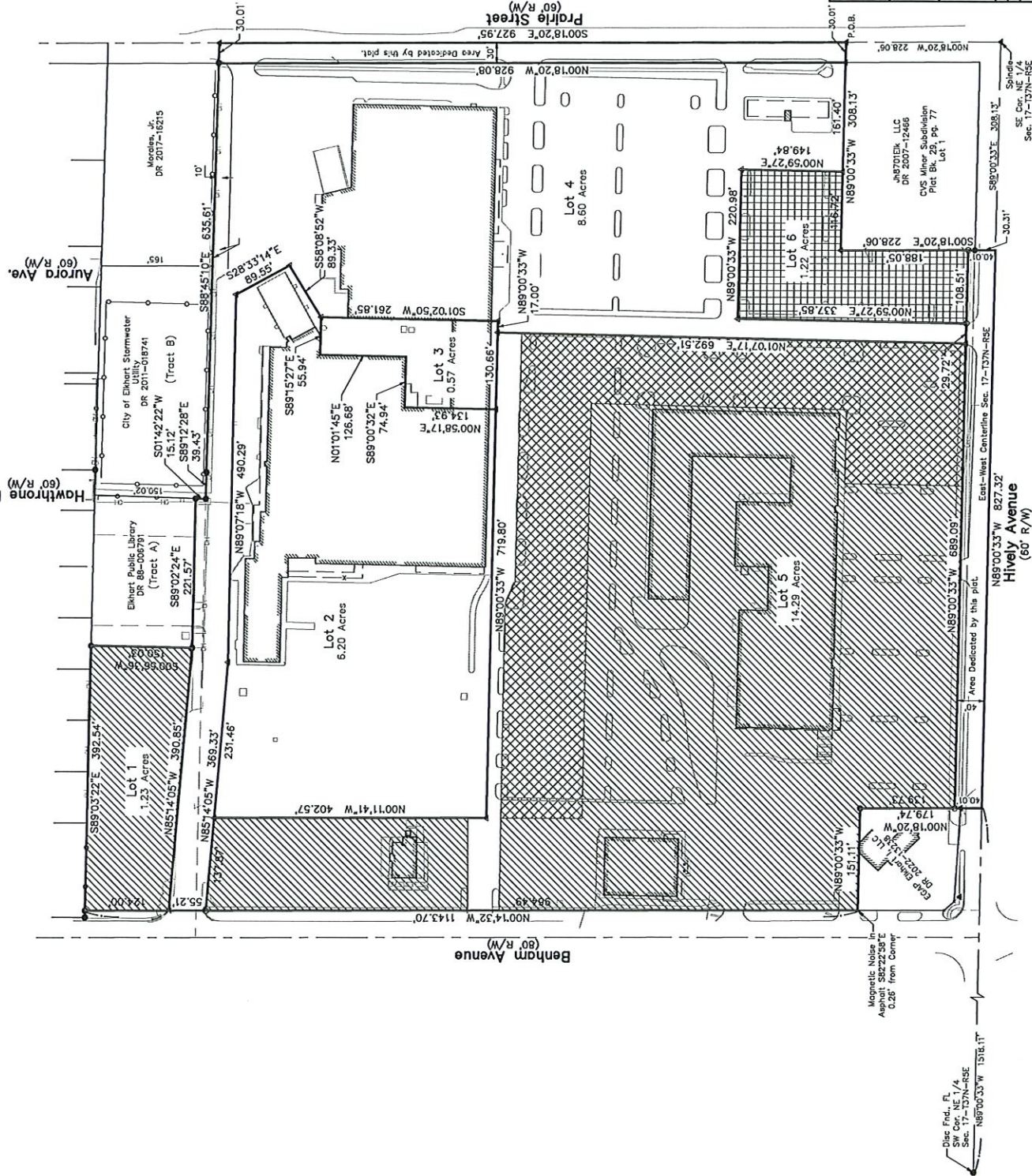
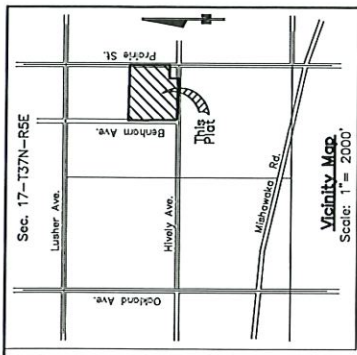
Being all of Lots Numbered 1, 2, 3, 4, 5 and 6, as designated on the recorded Plat of Woodland Crossing located in Concord Township, Elkhart, Indiana and recorded April 6, 2023 as Instrument No. 2023-05393, in Plat Book 42, Page 89 in the Office of the Recorder of Elkhart County, Indiana; as amended by Affidavit of Correction recorded April 14, 2023 as Document No. 2023-05809, Affidavit of Correction recorded April 26, 2023 as Document No. 2023-06478, and Affidavit of Correction recorded June 14, 2023 as Document No. 2023-09428, all of the Elkhart County, Indiana Records.

EXHIBIT B-1

See attached.

WOODLAND CROSSING- FUTURE DEVELOPMENT PLOT PLAN

A Part of the Northeast Quarter of Section 17 Township 37 North,
Range 5 East, Concord Township, Elkhart County, Indiana



JONES
PETRIE
RAFINSKI

Essential Growth Properties
312 Plum St., Suite 875
Cincinnati, OH 45202

EGAP Elkhart I, LLC
312 Plum St., Suite 875
Cincinnati, OH 45202

DATE: 12/04/2023
DRAWN BY: JPB
SCALE: 1" = 100'
PROJECT: Woodland Crossing
DESIGN: Dec 04/2023
LOC: NE 1/4, Sec. 17-137N-R5E, Concord Twp

SW Cor., NE 1/4, Sec. 17-137N-R5E, Concord Twp

Sheet 1 of 1

ALLOCATION OF PURCHASE PRICE

EGAP Elkhart I, LLC, a Delaware limited liability company (“**Seller**”), and the City of Elkhart, Indiana, Department of Redevelopment, acting through its Redevelopment Commission (“**Buyer**”), in conjunction with the Purchase Agreement between Seller and Buyer dated October 27, 2023, hereby agree to the following allocation of the Purchase Price (as defined in the Purchase Agreement):

- a) Real Property \$4,700,000.00;
- b) Intangible Property \$425,000.00.

The parties agree and acknowledge that no warranties have been given relative to the actual value of any one item at Closing. The parties declare that the allocations stated above were determined in good faith, through arms-length negotiations.

Each party is signing this Allocation of Purchase Price on the date below that party’s signature.

SELLER:

EGAP Elkhart I, LLC, a Delaware limited liability company

By: EGAP Fund I Manager, LLC, a Delaware limited liability company, its manager

By: _____

Name: Nicholas G. Hodge

Title: Manager

Date: _____

BUYER:

City of Elkhart, Indiana Department of Redevelopment

By: _____

Name: Sandra Schreiber

Title: President, Redevelopment Commission

Date: _____

RESOLUTION NO. 24-R-004

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF CONSULTANT TO PROVIDE TECHNICAL ASSISTANCE ON CDBG FAIR HOUSING PROGRAMS AND APPROPRIATING FUNDS

Whereas, The Commission has received and reviewed the attached Standard Form of Agreement for Professional Services to be performed by Kemple Fair Housing Consulting Services, LLC ("Kemple") to provide technical assistance and capacity building for the City's CDBG Fair Housing programs as set forth in the Contract (the "Services"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that Kemple be employed to perform the Services and the funds be appropriated to cover the cost.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of Kemple at the hourly rate of \$300.00 at a fee not to exceed \$10,000.00 to perform the Services.
2. The Commission approves the form of Contract for Services attached hereto and authorizes its execution.
3. The Commission appropriates the sum of \$10,000.00 from the Community Development Block Grant Program Special Fund to cover the cost of the Services. Any funds remaining after the end of the contract shall be returned to the appropriate fund.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 9th DAY OF JANUARY 2024.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of the 9th day of January 2024, by and between the City of Elkhart Redevelopment Commission (hereinafter referred to as “Elkhart RDC”); and Kemple Fair Housing Consulting Services, LLC (hereinafter referred to as “Contractor”).

WITNESSETH THAT:

WHEREAS Elkhart RDC desires to engage Contractor to provide training on fair housing issues which occur in Elkhart (hereinafter “the project”); and

WHEREAS Contractor desires to render such services in connection with the project.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Engagement of Contractor. Elkhart RDC hereby agrees to engage Contractor and Contractor hereby agrees to perform the services included in Appendix A in accordance with the terms and conditions contained herein.

Scope of Services. Contractor shall provide to Elkhart Community Development the services necessary to effectively and comprehensively perform the services included in Appendix A.

Elkhart Community Development shall be responsible for providing all necessary information and data available to the City in order to ensure that this contract is successful.

Term. The term of this Agreement shall commence on January 1, 2024, and shall terminate on December 31, 2024.

Compensation. Contractor will be under contract for an amount not to exceed \$10,000 for the period covered by this Agreement for services rendered to Elkhart RDC. Contractor’s hourly rate is \$300 per hour for the time to complete the services included in Appendix A.

Contractor shall invoice Elkhart Community Development Department for its services at the beginning of every month.

All invoices shall be paid by Elkhart Community Development Department within forty five (45) business days of submission of each invoice.

Subcontracts. None of the work or services to be performed under this contract by Contractor shall be subcontracted without the written consent of the Elkhart RDC.

Review and Coordination. To ensure adequate review and evaluation of the work and property coordination among interested parties, Elkhart Community Development Department shall be

kept fully informed concerning the progress of the work and services to be performed hereunder. Elkhart RDC may require Contractor to meet with Elkhart Community Development Department or her designee from time to time to review the work.

Reasonable prior notice of such review meeting shall be given to the Contractor.

Inspections. Authorized representatives of the Elkhart RDC may at all times review and inspect the Project activities pursuant to this contract. All reports and other written materials prepared by Contractor shall be made available to the Elkhart Community Development Department or her designee for inspection and review at all reasonable. Approval and acceptance of such material shall not relieve the Contractor of her professional obligation to correct any errors found in the work.

Correspondence. To ensure adequate coordination with other ongoing programs of Elkhart Community Development Department, the head of Elkhart Community Development Department, or her designee, shall be copied on any email or hard copy correspondence generated by Contractor related to the Projects.

Maintenance of Cost Records. Contractor shall maintain all books, documents, papers, accounting records, receipts, and other evidence pertaining to reimbursable costs incurred on the Projects and shall make such material available at all reasonable times during the period of the contract and for a period of three years from the date of final payment under the contract, for inspection by the Elkhart RDC, or any of its duly appointed representatives.

Rights in Documents, Materials, and Data Produced. Contractor agrees that all training materials created by or for them under the terms of this contract shall be delivered to, become, and remain the property of Elkhart Community Development Department upon termination or completion of the work. Elkhart Community Development Department can distribute the materials used in the training to people who registered for and attended the training described above. Elkhart Community Development Department can also record the trainings and have a copy of the PowerPoint. However, the training materials created as part of this contract shall not be used for additional fair housing trainings without the explicit permission of the Contractor.

Changes. Elkhart Community Development Department may require changes in the work and services which Contractor is to perform hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between Elkhart Community Development Department and Contractor, shall be incorporated in written amendments to this contract.

Assignability. Contractor shall not assign, sublet, or transfer all or any portion of her interest in this Agreement.

Termination of the Contract for Cause. If through any cause Contractor shall fail to fulfill in a timely and proper manner her obligations under this contract, or if Contractor has or shall violate any of the covenants, agreements, representations, or stipulations of this contract, Elkhart RDC shall thereupon have the right to terminate this contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least fourteen (14) days before the

effective date of such termination. In such event, all finished or unfinished documents and other materials collected or produced under this contract shall at the option of Elkhart Community Development Department become its property and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials. Notwithstanding the foregoing, Contractor shall not be relieved of any breach of this contract by Contractor and the Elkhart RDC may withhold any payment to Contractor for the purpose of setoff for damages caused by Contractor's breach, until such time as the exact amount of damages to Elkhart RDC from Contractor is determined.

Applicable Law. This contract shall be deemed to have been executed and performed in the State of Indiana, and all questions or interpretation and construction shall be construed by the laws of such State.

IN WITNESS WHEREOF, Contractor and Elkhart RDC have executed this Agreement as of the day first written above.

ELKHART RDC

Name: Sandra Schreiber
Title: Redevelopment Commission Chairperson

Approved by: _____
John Espar, Corporation Counsel
City of Elkhart, Indiana

Contractor:

Erin Kemple

APPENDIX A

Fair housing advice and consultation including but not limited to:

- Regular meetings with the Community Development Specialist/Fair Housing (“CDC Specialist”) and/or their designee to discuss fair housing issues that have arisen in the course of the CDC Specialist’s work;
- Advice and consultation on issues arising before the Elkhart Human Rights Commission;
- Fair housing training for Elkhart municipal employees;
- Review and analysis of all municipal codes and regulations relating to housing to determine if they comply with the fair housing laws;
- Trainings for Elkhart landlords, real estate agents, loan officers, and others involved in the housing industry on the fair housing laws, as needed;
- Assist with creating fair housing training programs for tenants, homebuyers, and others looking for housing;
- Review policies and practices in homeless shelters to ensure they do not violate the fair housing laws;
- Advice and direction on how to increase Elkhart’s capacity to provide adequate fair housing enforcement;
- Advise lenders doing business in Elkhart on how to create special purpose credit programs;
- Evaluate ways to ensure housing stability for cost burdened tenants including but not limited to passing a source of income protection law and guaranteeing a right counsel for tenants being evicted.