



City of Elkhart
Redevelopment Commission

AMENDED

**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, FEBRUARY 13, 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=m535e2798006ba399dd4c0a6c27d517ba>
enter **2311 462 0601** as the event number and RDC2 as the event password.

To join by phone, call 1-415-655-0001, enter **2311 462 0601##**

*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
 - January 9, 2024 Regular Meeting Minutes
3. New Business
 - a) Open Bids
 - b) 824 Ren Street
 - Approve employment contract with Environmental Restrictive Covenant (ERC) to perform environmental testing services on real estate and appropriate \$35,299.05 from Consolidated South Elkhart Economic Development/Redevelopment Tax Allocation Area Special Fund.
 - c) 117 Freight Street
 - Approve Purchase Agreement for 117 Freight Street
 - d) Property Appraisals for Franklin and 4th Street Property
 - Authorize appraisals for Franklin and 4th Street property and appropriating \$1,800 from Downtown Allocation Area No. 1 Special Fund to cover cost.

- e) **Establish operating account and security deposit account for Woodland Crossing (Pierre Moran)**
 - Establish certain operating procedures for lots 1, 3, 5 and 6 in Woodland Crossing.
- f) **CDBG YWCA Amended Agreement**
 - Approve amendment to sub-recipient agreement for YWCA.
- g) **Woodland Crossing RFP**
 - Approve RFP for Master Developer
- h) **BOW Central Park**
 - Permit oversight

Approve

- 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
Tuesday, January 9, 2024
4:00 p.m.

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

PRESENT BY WEBEX: Chris Pottratz, Lucinda Good, ML

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.

AMENDMENT OF JANUARY 9, 2024 AGENDA

Ms. Schreiber asked for a motion to amend the January 9, 2024 Agenda. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote. All in favor, motion approved.

APPROVAL OF MEETING MINUTES

Ms. Schreiber asked for a motion to approve the November 14, 2023 Regular Meeting Minutes, the December 4, 2023 Special Meeting Minutes, the December 12, 2023 Regular Meeting Minutes and the December 19, 2023 Special Meeting Minutes. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, minutes approved.

NEW BUSINESS

A. ELECTION OF OFFICERS

- 1) **Secretary:** Mr. Roberts made a motion to elect Dina Harris for Secretary. Seconded by Mr. Steffen. Voice vote carried with all in favor and non-opposed. Motion approved
- 2) **Vice President:** Ms. Harris made a motion to elect Wes Steffen for Vice President. Seconded by Mr. Roberts. Voice vote carried with all in favor and non-opposed. Motion approved
- 3) **President:** Mr. Steffen made a motion to elect Sandi Schreiber for President. Seconded by Ms. Harris. Voice vote carried with all in favor and non-opposed. Motion approved.

B. OPENING OF BIDS

No bids were submitted

C. 1918 Markle Avenue Phase 1 Update

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Heron to conduct Phase 1 environmental site assessment at 1918 Markle Ave. properties, approve the Heron Phase 1 Proposal and appropriate \$1,200 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote. All in favor, motion approved.

D. 1101 Beardsley Additional Environmental Appropriation

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approving the employment of Roberts Environmental Soil Remediation Services to perform services at 1101 Beardsley Ave. and appropriate \$5,492.45 from Brownfields Account Special Fund. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.

E. Woodland Crossing

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the form of second amendment to the Woodland Crossing declaration of covenants, conditions and restrictions. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the allocation statement form between EGAP and the City of Elkhart for Woodland Crossing. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

F. CDBG Contract for Fair Housing

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of consultant (Erin Kemple) to provide technical assistance on CDBG Fair Housing Programs and appropriate \$10,000 from Community Development Block Grant Program Special Fund. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

STAFF UPDATES

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

- 1101 Beardsley – working through procurement process of remediation consultant to oversee the remediation and bid out the process for excavation of soil/injections.
- Roundhouse – waiting for asbestos results from EPA. EPA will be bringing ground penetrating radar to the site to see if we can isolate the structures and get a better understanding of what is actually underground.
- 100 Block of South Main – some of the fencing is up, remainder will go up tomorrow. Demolition will be underway in the next couple of days.

- CTS Building- meeting with potential developer to get a final development plan on how to move forward with potential redevelopment of the building.
- State Road 19 – Cassopolis project is currently behind schedule but we are still moving forward.
- Hug/East – met with Indiana Landmark to look at the building and understand why it has to be demolished. The developer was on site as well. Starting to look at utility movements as well as moving into the potential start of the demo process.
- LaBour Pump – request for additional testing should be coming next month.

OTHER BUSINESS

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for \$17,046.98. Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$17,046.98. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote. All in favor, invoice approved.

The commissioners have the current TIF Report for December 2023.

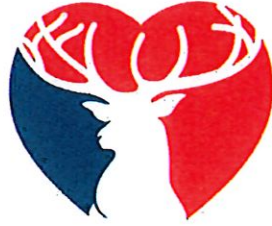
PUBLIC COMMENT

Ms. Schreiber thanked Alex Holtz for his service for the last four years. He has been a strong advocate of what we are doing and know he will continue to do so on his council post. Alex Holtz thanked the Redevelopment Commission and staff for their work. He is looking forward to continuing the good work for the City. No one from the public was there at address the Commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. It was moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote. All in favor, motion approved. The meeting adjourned at 4:15 p.m. Next meeting is on Tuesday, February 13, 2024 at 4:00 p.m. in Council Chambers.

Sandi Schreiber, President



City of Elkhart
Redevelopment Commission

Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For January 5, 2025

PRESENT: Sandi Schreiber, Alex Holtz, Gary Boyn, Wes Steffen, Mike Huber, Adam Fann, Jacob Wolgamood, Sherry Weber, Corinne Straight, Mary Kaczka, and Kristen Smole.

PRESENT BY WEBEX: Chris Pottratz and Dina Harris

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 January 9, 2024.

RESOLUTION NO. 24-R- 003

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CONTRACT WITH ENVIRONMENTAL MANAGEMENT CONSULTANTS FOR ENVIRONMENTAL SAMPLING AT 824 REN STREET AND APPROPRIATING FUNDS

Whereas, The Commission owns the real estate at 824 Ren Street in the City of Elkhart (the "Real Estate") on which it needs to collect analytical data for the purpose of seeking modification of the environmental restrictive covenant applicable to the Real Estate to allow for residential development, and has received and reviewed a proposal for Limited Site Investigation from Environmental Management Consultants ("ERC") to perform the soil, groundwater and soil gas sampling and obtain the necessary laboratory analysis relating thereto all as set forth in the attached Proposal (the "Services"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Proposal 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 ERC to perform the Services on the Real Estate in accordance with the terms of the Proposal attached hereto.
2. The Commission appropriates the sum of \$35,299.05 from the Consolidated South Elkhart Economic Development/Redevelopment Tax Allocation Area 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 acceptance of the Proposal and authorization for EMC to proceed with performance of the Services, and do all other acts as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF FEBRUARY 2024

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 1/22/24
Re: ERC Modification 824 Ren Street Additional Testing

As part of the Advantix development project the Environmental Restrictive Covenant (ERC) needs to be modified on the property adjacent north to 1701 Sterling. Staff has been working with the developer's environmental team on an additional testing plan for this ERC modification. Attached is the proposal for the additional testing from Environmental Management Consultants. Staff requests the Commission appropriate \$35,299.05 from the Consolidated TIF to cover this work.

Environmental Management Consultants

January 22, 2024

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

**Subject: Proposal for Environmental Services
 Limited Site Investigation – ERC Modification
 824 Ren Street
 Elkhart, Indiana 46516**

Dear Mr. Fann:

Environmental Management Consultants, LLC (EMC) is pleased to present this Limited Site Investigation (LSI) proposal to perform soil, groundwater, and soil gas sampling at 824 Ren Street in Elkhart, Indiana (Site). This scope of work has been prepared to collect analytical data in order to modify the environmental restrictive covenant (ERC) on the property deed to allow for residential redevelopment. The scope of work was reviewed by Mr. Ken Coad, Senior Environmental Advisor at the Indiana Finance Authority, in response to the *Environmental Restrictive Covenant – Modification Request*, submitted on June 6, 2023.

SCOPE OF WORK

Specific tasks include the following:

- Advance ten soil borings at the Site. Four soil borings will be advanced until groundwater or refusal is encountered. Six soil borings will be advanced to a depth of eight feet below the ground surface (bgs).
- Install four temporary groundwater monitoring wells.
- Collect three on-site soil gas grab samples.
- Collect one groundwater sample for laboratory analyses from each temporary groundwater monitoring well.
- Survey the temporary monitoring wells.
- Conduct data evaluation and submit a Limited Site Investigation and ERC Modification report to the Indiana Brownfields Program.

Utility Location

Prior to any subsurface drilling or probing, EMC will contact the Indiana 811 Underground Plant Protection Service to request that public underground utilities be marked.

Geophysical Investigation

Use ground penetrating radar (GPR) to investigate for subsurface anomalies and to clear soil boring locations of private utilities.

Soil Boring Advancement

Advance ten soil borings using a Direct-Push Sampling System. Four borings will be advanced until groundwater or refusal is encountered, whichever comes first. Six borings will be advanced until a depth of eight feet bgs. Soils will be classified in general accordance with the Unified Soil Classification System and field screened for potential impacts using visual and olfactory methods and a photoionization detector (PID). One soil sample will be collected from the upper portion of each soil boring and based on the results of the field screening. If no groundwater is encountered in the deep soil borings, a second soil sample will be collected from the bottom of the boring for vertical delineation. Soil samples will be submitted for laboratory analyses for the following parameters:

- Volatile Organic Compounds (VOCs) by U.S. EPA Method 8260,
- Polynuclear Aromatic Hydrocarbons (PAHs) by U.S. EPA Method 8270,
- Resource Conservation and Recovery Act (RCRA) metals by U.S. EPA Methods 6010/7470,
- Polychlorinated biphenyls (PCBs) by U.S. EPA Method 8082, and
- Hexavalent chromium by U.S. EPA Method 7199.

In addition, the following quality assurance/quality control samples will be collected: one duplicate sample, one matrix spike sample, and one matrix spike duplicate sample per 20 samples collected. Standard laboratory analytical turn-around time will be seven to ten business days following the day of sample receipt at the laboratory. A level IV data package will be provided for all analyses.

Temporary Groundwater Monitoring Well Installation

EMC proposes to install four 1-inch diameter temporary groundwater sampling points to an approximate depth of 20 feet. The temporary groundwater sampling points will be constructed of ten feet of 0.010-inch slot well screen.

Temporary Monitoring Well Survey

A vertical survey will be conducted to establish the elevation of each temporary monitoring well using an on-site benchmark, which will be utilized as a vertical control for the site.

Temporary Monitoring Well Groundwater Sampling

One groundwater sample will be collected from each temporary groundwater monitoring well using a dedicated PVC bailer. The samples will be submitted for laboratory analyses for the following parameters:

- VOCs by U.S. EPA Method 8260,
- PAHs by U.S. EPA Method 8270,
- Dissolved (laboratory filtered) RCRA metals by U.S. EPA Methods 6010/7470, and
- Hexavalent chromium by U.S. EPA 7199.

In addition, the following quality assurance/quality control samples will be collected: one duplicate sample, one matrix spike sample, and one matrix spike duplicate sample per 20 samples collected, and one trip blank sample per cooler. Standard laboratory analytical turn-around time will be seven to ten business days following the day of sample receipt at the laboratory. A level IV data package will be provided for all analyses.

Soil Gas Sampling

Three grab soil gas samples will be collected using a Post Run Tubing (PRT) system, which involves advancing rods equipped with a PRT holder and expendable point to the target depth. Once at target depth, the expendable point at the bottom of the point holder will be “popped” from the end of the rods. The rods will be slowly removed from the boring until the bottom of the PRT holder is at a depth approximately 12-inches above the base of the boring. A stainless steel PRT adapter equipped with nylon or Teflon® tubing will be lowered inside the rods and reverse threaded into place on the PRT holder. Leak testing will be performed to ensure the tubing sample train is securely connected to the air canister used for sample collection.

The soil gas samples will be collected with 1-Liter stainless steel Summa canisters regulated to withdraw a sample at no greater than 200 milliliters per minute (mL/min). Prior to sample collection, the integrity of the fittings on each air canister will be inspected by performing a negative pressure test with a hand pump. The sample canister will be connected to the hand pump with its valve closed. A negative pressure of approximately 15 inches of mercury will be induced on the air canister and held for approximately 60 seconds while being visually monitored. If the pressure does not decrease during the negative pressure testing, this will indicate no leaks are present prior to sampling activities. Initial and final pressure readings will be collected from each canister, along with other pertinent information, and recorded on field sampling forms.

Grab soil gas samples will be analyzed for VOCs by U.S.EPA Method TO-15.

LSI Report and ERC Modification Request

Upon completion of the field work and upon receipt of the laboratory data, EMC will prepare an LSI report detailing the results of the investigation. The report will include

the laboratory analytical reports, figures, tables, a discussion of the results, and a request to modify the ERC depending on the results of the investigation.

COST ESTIMATE AND ASSUMPTIONS

The above Scope of Work will be performed on a lump sum basis for an estimated cost based on the attached budget spreadsheet. The estimated lump sum cost is **\$35,299.05**. Costs are broken down further on the attached budget spreadsheet.

This estimated cost includes all fees to perform the above items with laboratory analyses performed on a standard 2-week analytical turnaround time. It is assumed that EMC will be able to acquire all necessary permits and property access permissions. EMC will submit partial monthly invoices as the work is completed.

SCHEDULE


EMC can formally initiate project activities within two weeks after receiving written authorization to proceed. It is estimated that the proposed scope of work can be completed within two days. Laboratory results will be received approximately ten business days after submittal to the laboratory.

LIMITATIONS

It should be recognized that some limitations are inherent in the evaluation of subsurface conditions and that certain conditions may not be detected. The proposed cost assumes that permission will be granted by property owners to conduct investigation activities; that normal conditions will be encountered; and that any delays, obstructions, or other limitations outside the control of EMC may result in additional cost to the Project. In the event of these conditions, EMC will notify you for approval.

We appreciate the opportunity to submit this scope of services and cost estimate and look forward to continuing to provide services on this project. Please contact us if you have any questions.

Sincerely,


Roger A. Cohen, LPG
Director



Matt Feller, LPG
Senior Geologist

Attachments:

Authorization
Budget Spreadsheet
Terms and Conditions

AUTHORIZATION

I have read the attached Proposal dated January 22, 2024, including the Scope of Work, Cost Estimate, Schedule, and Limitations as presented by EMC, and the attached Terms and Conditions. By signing below, I authorize EMC to proceed under the Scope of Services as described herein. I understand that EMC will conduct this work without warranty, either express or implied, and that no such warranty is in consideration under this agreement. Work performed outside the above scope of services will be considered a change order and will be discussed before additional costs are incurred.

Any changes to this agreement must be mutually acceptable to both parties and agreed to in writing.

By:

Date: January 22, 2024



Printed: Roger A Cohen, LPG
Title: Director

Accepted by: _____

Date: _____

Printed: _____

Title: _____

Project Title:
 Project Number/Name:
 Date:

Ren Street ERC Modification Investigation
 124007
 1/19/2024



Limited Site Investigation						
						Task Total
Labor - Project Preparation, Scoping, Liaising with City of Elkhart						
Director	\$ 190.00	hr	2.0		\$380.00	
Sr Professional	\$ 175.00	hr	4.0		\$700.00	
Sr Geologist	\$ 175.00	hr	4.0		\$700.00	
Project Professional	\$ 145.00	hr	6.0		\$870.00	
Senior Staff Professional	\$ 125.00	hr	3.0		\$375.00	
Drafting	\$ 90.00	hr	3.0		\$270.00	
						\$3,295.00
						\$3,295.00
Labor - Field						
Director	\$ 190.00	hr	1.0		\$190.00	
Sr Geologist	\$ 175.00	hr	3.0		\$525.00	
Project Professional	\$ 145.00	hr	32.0		\$4,640.00	
						\$5,355.00
						\$5,355.00
Labor - Office/Reporting/IDEM Communication and ERC Modification						
Director	\$ 190.00	hr	3.0		\$570.00	
Sr Professional	\$ 175.00	hr	15.0		\$2,625.00	
Sr Geologist	\$ 175.00	hr	6.0		\$1,050.00	
Project Professional	\$ 145.00	hr	10.0		\$1,450.00	
Senior Staff Professional	\$ 125.00	hr	10.0		\$1,250.00	
Drafting	\$ 90.00	hr	8.0		\$720.00	
						\$7,665.00
						\$7,665.00
Contractors/Consultants						
Utility Locate	\$ 1,200.00	LS	1.0	1.15	\$1,380.00	
Driller	\$ 3,200.00	LS	1.0	1.15	\$3,680.00	
						\$5,060.00
						\$5,060.00
Contractor/Consultant - Laboratory						
Soil VOC 8260 dry wt	\$ 109.00	ea	10.0	1.15	\$1,253.50	
Soil VOC 8260 dry wt QA/QC	\$ 109.00	ea	2.0	1.15	\$250.70	
Soil PAHs	\$ 96.00	ea	10.0	1.15	\$1,104.00	
Soil PAHs QA/QC	\$ 96.00	ea	2.0	1.15	\$220.80	
Soil RCRA Metals	\$ 96.00	ea	10.0	1.15	\$1,104.00	
Soil RCRA Metals QA/QC	\$ 96.00	ea	2.0	1.15	\$220.80	
Soil PCBs	\$ 90.00	ea	10.0	1.15	\$1,035.00	
Soil PCBs QA/QC	\$ 90.00	ea	2.0	1.15	\$207.00	
Soil Hex Chrome	\$ 102.00	ea	10.0	1.15	\$1,173.00	
Soil Hex Chrome QA/QC	\$ 102.00	ea	2.0	1.15	\$234.60	
GW VOC 8260	\$ 96.00	ea	4.0	1.15	\$441.60	
GW VOC 8260 QA/QC	\$ 96.00	ea	2.0	1.15	\$220.80	
GW PAHs	\$ 96.00	ea	4.0	1.15	\$441.60	
GW PAHs QA/QC	\$ 96.00	ea	2.0	1.15	\$220.80	
GW RCRA Metals Lab Filtered	\$ 96.00	ea	4.0	1.15	\$441.60	
GW RCRA Metals Lab Filtered QA/QC	\$ 96.00	ea	2.0	1.15	\$220.80	
GW Hex Chrome	\$ 102.00	ea	4.0	1.15	\$469.20	
GW Hex Chrome QA/QC	\$ 102.00	ea	2.0	1.15	\$234.60	
Air TO-15 -- Soil Gas	\$ 200.00	ea	3.0	1.15	\$690.00	
Air - Batch Certification	\$ 50.00	LS	1.0	1.15	\$57.50	
Trip Blank VOCs 8260	\$ 96.00	ea	1.0	1.15	\$110.40	
Level IV QA/QC (15%)					\$1,552.85	
						\$11,905.15
						\$11,905.15
Direct Costs - Expenses						
Hotel	\$ 160.00	day	2.0	1.15	\$368.00	
Meals	\$ 79.00	LS	3.0	1.15	\$272.55	
						\$640.55
						\$640.55
Direct Costs - Chargeable Equipment Expense						
	Rate (hr/unit)	# Hrs/Units	Rate (day/use)	# days/use	Subtotal	
Vehicles	\$ 0.75	685			\$ 513.75	
			\$ 35.00	1	\$ 35.00	
Meters			\$ 160.00	1	\$ 160.00	
					\$ 80.00	
Sampling	\$ 20.00	4			\$ 80.00	
	\$ 1.95	28			\$ 54.60	
Vapor	\$ 65.00	4			\$ 260.00	
			\$ 85.00	1	\$ 85.00	
Other			\$ 15.00	1	\$ 15.00	
	\$ 0.22	200			\$ 44.00	
Safety			\$ 60.00	2	\$ 120.00	
	\$ 0.40	15			\$ 6.00	
Production	\$ 0.25	20			\$ 5.00	
						\$ 1,378.35
						\$1,378.35
PHASE TOTAL						\$35,299.05

General Contract Conditions

Client and Environmental Management Consultants (hereinafter referred to as "EMC"), agree that the following provisions shall be a part of their Agreement, in conjunction with all items contained in the Specific Services Agreement, which is incorporated herein by reference:

1. **Definitions:** The following definitions shall apply to this Agreement and all interpretations of the relationship between the parties:

"Client" refers to the individual(s) or entity that enters into this Agreement with EMC for the purpose of securing the Services of EMC.

"Specific Services Agreement" is the Specific Services Agreement executed by and between the Client and EMC that outlines the specific activities, which EMC is to perform for the Client.

"Site" is the location where EMC is to perform Services according to the description in the Specific Services Agreement.

"Services" are those activities that the Client has engaged EMC to perform.

"Contract Documents" includes the Specific Services Agreement and these General Contract Conditions. The General Contract Conditions are incorporated into the Specific Services Agreement and is a part of the Specific Services Agreement. The Specific Services Agreement and the General Contract Conditions represent the entire agreement between the parties hereto.

"Agreement" shall include the terms and conditions of this General Contract Conditions and those terms and conditions of the Specific Services Agreement.

2. **Client Responsibilities:**

Designated Project Contact - The Client shall designate an individual to act on its behalf to coordinate the project and secure all relevant information to which the Client has access. This person shall review recommendations made by EMC and render prompt decisions to avoid unreasonable delays in the progress of EMC's services. EMC will not assume liability for situations that are beyond its control.

Site Access - The Client shall provide EMC, its employees, agents, and subcontractors with right-of-entry and access to all relevant areas within the Site, and Client hereby warrants to EMC that all EMC employees shall have the right to enter and remain at the Site while EMC is performing Services for the Client. The Client further agrees to cooperate with EMC in keeping all areas under EMC direction free of all unauthorized persons and all property within relative distance of EMC's activities free from activities of the Client that may disturb, inhibit or endanger EMC's activities and to ensure the safety of all ongoing operations to the extent of the Client's control over actions in any such areas.

3. **EMC's Responsibilities:**

Standard of Performance - All work shall be performed in accordance with commonly accepted scientific, environmental, and engineering practices and in a professional and workmanlike manner. All work and services to be performed by EMC on the Project shall be provided in a manner consistent with the degree of care and skill usually exercised by environmental consultants experienced in projects of similar scope and in accordance with standards of care and skill expected of environmental consultants experienced in the implementation and administration of projects similar to the Project and under the direction of environmental consultants licensed and duly qualified in the jurisdiction in which the Project is located. EMC expresses no preconceived notions regarding the outcome of the work to be performed, as no Project can totally rule out the possibility of the presence of hazardous materials and/or environmental contamination on any given site.

Confidentiality - It is understood that any and all information obtained in the course of EMC's work shall be kept fully confidential, reflective of EMC's expressed ethical responsibility to the Client. Specifically, EMC agrees to refrain from any and all disclosure of such information, whether direct or indirect, to any source without approval from the Client.

4. **Governing Law:** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Indiana.
5. **Indemnification:** The Client agrees to save harmless and indemnify EMC from any and all claims by any parties public or private including but not limited to governmental agencies in charge of environmental compliance which may result from matters outside the scope of services to be rendered by EMC, or which arise as a result of any non-disclosure or misrepresentation to EMC by the Client or the Client's representative as to environmentally hazardous materials stored or managed by the Client or as result of the Client's negligence. Such indemnification shall extend to indemnifying EMC for all costs and expenses, including attorney fees, of defending any such claims.
6. **Force Majeure:** In no event shall EMC have responsibility or liability to the Client for any failure or delay in performance by EMC, which results, directly or indirectly, in whole or in part, from any causes or circumstances beyond the reasonable control of EMC. Such causes and circumstances include, but are not limited to, fires, floods, strikes, riots, sabotage, explosion, adverse weather conditions not reasonably anticipated, unavoidable casualties, unavailability or insufficiency of labor, materials, supplies, equipment, transportation or services, process shut down, equipment malfunction, acts of God or public enemy, acts or omissions of Client, loss of permits, delays in mail or delivery services, court orders, acts, or any statute, regulation or rule of the federal, state or local government or any agency thereof. Work stoppage or interruption in the performance of Services under this Agreement caused by any of the above events may result in additional costs beyond those outlined by EMC in the Specific Services Agreement, which shall entitle EMC to an adjustment in the charges and fees for Services under this Agreement.

7. **Dispute Resolution:** In an effort to resolve any conflicts that arise during or following the completion of the project, the Client and EMC agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
8. **Termination:** Either the Client or EMC may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay EMC for all services rendered and all costs incurred up to the date of termination, in accordance with the payment provisions of this Agreement.
9. **Severability and Survival:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Consultant shall survive the completion of the services hereunder and the termination of this Agreement.
10. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and EMC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of EMC and his subcontractors to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of EMC and his subcontractors to the Client shall not exceed twice EMC's total fee for services rendered on this Project.
11. **Payment:** Invoices for services will be submitted by Environmental Management Consultants, LLC (EMC) monthly or when the work is completed. Invoices will be due within 30 days. Should charges be in dispute, those disputed charges should be identified in writing and sent to EMC within 30 days. Unless identified in writing as being disputed charges, any undisputed charges are to be paid under terms of Net 30 and will accrue interest at the rate of 12% per annum. Any invoice not paid within 90 days will be considered in Default and subject to collection. CLIENT will be held responsible for any and all collection fees and reasonable attorney's fees in connection with attempts to collect any balance due or owed.
12. **Disclaimers:**

Buried Utilities - EMC will conduct the research that in its professional opinion is necessary with respect to assumed locations of underground improvements. Such services by EMC will be performed in a manner consistent with the ordinary standard of care. The Client recognizes that the research may not identify all underground improvements and conditions. The Client agrees, to the fullest extent permitted by law, to indemnify and hold EMC and his subcontractors harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations or from inaccuracy of information provided to EMC by the Client, except for damages caused by the sole negligence or the willful misconduct of EMC.

Consequential Damages - Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or EMC, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Recommendations - EMC may advise the Client regarding the status of the environmental conditions of the Site and potential courses of action for the Client. These recommendations shall in no way be construed as giving EMC the authority to make or control environmental decisions, nor shall any recommendations be considered as legal advice, but only on information based on EMC's activities.

Ownership - Under no circumstances should this Agreement or any actions by EMC cause EMC to hold any of the incidents of ownership, title or responsibility for any of the waste, waste materials, substances, chemicals, contaminated products or property, or by-products located at the Site. Nothing contained within this Agreement shall be construed or interpreted to cause EMC to hold status of an owner or operator, generator, or storage, treatment or disposal (TSD) facility (as those terms are defined by RCRA or any other federal, state or local law, statute, rule or regulation governing the generation, treatment, storage or disposal of hazardous wastes, solid wastes or special wastes). Under all events EMC is an independent contractor providing Services at the direction of the Client. If the services include the transportation of waste materials from the Client's premises or facilities, EMC may evaluate and arrange possible transporters and disposal sites for Client's use and subject to the Client's direction. Under RCRA and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq., as amended ("CERCLA"), and regulations thereunder, the Client, as the generator or owner of the waste or contaminated property, shall maintain the ultimate legal liability for the evaluation and selection of the proper transporters and disposal sites for its waste. The Client hereby acknowledges that it shall be solely responsible as the party who arranges for the transportation and disposal of any waste or property in connection with this Agreement.

Responsibility - EMC shall not be responsible for any release, leak, spill, or possible contamination that occurs while EMC is on the site or adjacent property, which is not caused directly by the negligence of EMC in its performance of this Agreement. EMC shall not be responsible for any contamination of products or raw materials which results from the proper operation of EMC's activities, including, but not limited to, the removal of underground storage tanks, appurtenances thereto, soils, sludge, liquids, or any other waste materials, chemicals or petroleum products. EMC accepts no responsibility for the removal, treatment, disposal, or disposition of any hazardous materials that should be discovered during its operations or investigations that were not previously anticipated and addressed in the execution of the Specific Services Agreement.

RESOLUTION NO. 24-R-006

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE
AGREEMENT FOR 117 FREIGHT & 214 ST JOSEPH STREETS

Whereas, The Commission has offered to purchase the realty commonly referred to as 117 Freight and 214 St Joseph Streets in the City of Elkhart (the "Property") from David Osborne and negotiated the purchase price of \$300,000, which exceeds the average of the Commission's appraisals, pursuant to the terms set forth in the Purchase Agreement attached hereto (the "Purchase Agreement"); and

Whereas, the Commission having considered the proposed use and purchase price, and the form and terms of the Purchase Agreement, now finds that the property is needed for redevelopment purposes, and that the proposed use and investment will be of substantial benefit to the Area; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants to accept the counter offer of the owner and increase its offer to \$300,000.00, approve the Purchase Agreement and purchase the real estate in accordance with the terms therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby accepts the counter offer from David Osborne to sell the Real Estate to the Commission at the price and on the terms set forth in the Purchase Agreement, and approves the increase of its offer to \$300,000.00.
2. The Commission approves the terms and conditions of the Purchase Agreement.
3. The Commission appropriates the sum of \$305,000.00 from the Downtown Allocation Area No.1 Special Fund to cover the purchase price and Commission share of closing costs, with any excess funds to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement and all other documents, and do all acts, which they deem necessary and appropriate to complete the purchase of the Property.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 13th DAY OF FEBRUARY 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Wes Steffen, Vice President

ATTEST:

By _____
Dina Harris, Secretary

PURCHASE AGREEMENT

1. **PARTIES:** As of this 13th day of February, 2024, David Osborne (“Seller”) agrees to sell and convey to City of Elkhart, Indiana, Department of Redevelopment, a municipal corporation (“Purchaser”), and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Property commonly known as 117 Freight Street and 214 St. Joseph Street are tracts of land situated in the City of Elkhart, Elkhart County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller’s interest in all leases or rents, and security deposits. Seller’s interest in and to all licenses and permits with respect to the Property, and Seller’s interest in all warranties or guaranties relating to the Property being sold; all of the above hereinafter collectively called “Property,” and whose legal description is contained on Exhibit “A” attached hereto and incorporated herein. Seller shall retain an ingress/egress and utility easement as shown on the attached drawing, which will be determined in the Survey.

The metes and bounds description determined by the survey of the portion of the Property excluded from this purchase and the retained easement will replace Exhibit “A” attached hereto and be the description of the Excluded Portion in this Deed.

3. **PRICE:** The total purchase price shall be Three Hundred Thousand and no/100 Dollars (\$300,000.00) (“Purchase Price”), payable in accordance with the terms and conditions stated in this Agreement.

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

5. **CLOSING:** The closing of the sale (the “Closing Date”) shall take place at Meridian Title Corporation within one hundred twenty (120) days from the date hereof, unless extended in writing signed by both parties hereto, with the costs thereof shared equally.

6. **POSSESSION:** The possession of the Property shall be delivered to Purchaser at closing in its present condition, ordinary wear and tear excepted. Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Purchaser.

7. **INSPECTIONS:** All inspections, including any environmental study, will be completed, at Purchaser's option and sole expense, within ninety (90) days of the date hereof. If Purchaser reasonably believes the reports disclose a major problem with the Property and the Seller is unable or unwilling to remedy the problem, this Agreement may be terminated or the problem waived by Purchaser.

8. **REAL ESTATE TAXES:** All real estate taxes shall be prorated to the date of closing. If the current tax rate has not been established, the prior year rate will be used to compute the proration.

9. **OTHER TAXES:** Seller shall be solely responsible for payment of all outstanding real and personal property, sales, use, and other taxes which are outstanding as of the date of closing.

10. **DISCLOSURE OF LIENS AND CLAIMS:** As of Closing Date, Seller warrants there will be no outstanding judgment, tax or other liens attached to the Property.

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

12. **SURVEY:** Seller will provide Purchaser within fifteen (15) days hereof, a copy of any existing survey of the Property. Seller shall permit Purchaser and its agents access to the Property to obtain, at Purchaser's expense, a survey with metes and bounds legal descriptions of the portion of the Property generally shown in Exhibit A hereto to be excluded from this purchase, the portion of the Property to be purchased hereunder, and the ingress/egress/utility easement depicted on the drawing.

13. **ENVIRONMENTAL INSPECTIONS:** Purchaser shall have ninety (90) days after the date hereof to obtain such environmental inspections of the Property as it deems necessary (the "Environmental Inspection Period"). At Purchaser's request, during the Environmental Inspection Period, Seller shall grant to Purchaser and its representatives reasonable access to the Property for the purpose of confirming environmental compliance of the Property and conducting the Inspections. Notwithstanding the foregoing, Purchaser shall notify Seller at least 24 hours prior to its entry upon the Property to perform any of such inspections. Seller shall have the right to coordinate and accompany Purchaser on any of such inspections, provided Seller does not unreasonably delay such inspections. Any and all inspections deemed

necessary by Purchaser shall be performed at Purchaser's expense and shall not unreasonably affect or damage the Property.

If Purchaser approves by written notice the environmental condition of the Property either during or within fifteen (15) days of the end of the Environmental Inspection Period then, except as otherwise specifically provided for herein, Purchaser shall be obligated to proceed to the closing of the transaction as contemplated hereby. If Purchaser indicates in its written notice to Seller that it does not approve of the environmental condition of the Property, such notice must state the reasons for the disapproval. Upon receipt of such notice of disapproval, Seller, in its sole discretion, shall have a period of thirty (30) days from the date of its receipt of such notice to remedy matters objected to by Purchaser in such notice.

If Seller elects not to remedy the matters set forth in Purchaser's notice to Seller, then Purchaser's remedies shall be solely limited to (i) waiver of any matters which Seller has not remedied to Purchaser's reasonable satisfaction, in which case the transaction contemplated by this Agreement will proceed as if Purchaser had not disapproved of such matters, or (ii) termination of this Agreement. Upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

14. **TITLE AND SURVEY APPROVAL:** Seller shall deliver to Purchaser within thirty (30) days after acceptance of this purchase agreement, a Commitment for Title Insurance from Meridian Title Corp., in the amount of the Purchase Price to insure in Purchaser a marketable title in fee simple absolute to the Property, with the Schedule B preprinted exceptions deleted and subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment") and, at Purchaser's request, legible copies of all recorded instruments affecting the Property recited as exceptions in the Commitment. If Purchaser has an objection to items disclosed in such Commitment or the survey provided for herein, Purchaser shall promptly make written objection to Seller after receipt of each such instrument. If Purchaser makes such objections or if the objections are disclosed in the Commitment, the survey or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Purchaser may

(a) terminate this purchase agreement, or (b) waive the unsatisfied objections and close the transaction.

15. **PRORATION AND SPECIAL ASSESSMENTS:** Interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Seller. Purchaser will assume and agree to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

16. **PURCHASER'S CONDITIONS TO CLOSING:**

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

- (1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.
- (2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.
- (3) The representations and warranties of Seller set forth herein shall have been true and correct when made and as of the Closing Date in all material aspects.
- (4) Any Survey required hereunder is in form and substance acceptable to Purchaser.
- (5) Purchaser and/or the Title Company shall have received such documents as, in the opinion of Purchaser's counsel, and the title insurer, are necessary to complete the transactions contemplated by this Agreement, including without limitation a fully executed Indiana Disclosure of Sales form and Vendor's affidavit.

b. In the event that satisfaction of any of the conditions described in this Paragraph shall not have timely occurred, Purchaser shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement, and receive any documents previously deposited. Except as otherwise herein

specifically provided, upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

17. SELLER'S CONDITIONS TO CLOSING:

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

- (1) The representations and warranties of Purchaser set forth herein shall have been true and correct when made and as of the Closing Date in all material respects.
- (2) Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date.

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement and receive documents previously deposited. Except as otherwise herein specifically provided, upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

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

a. Seller's Expenses. Seller shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) Owner's Title Policy; 3) one-half (1/2) of any closing fee; 4) preparation of Deed and Vendor's Affidavit; and 5) other expenses stipulated to be paid by Seller under other provisions of this Agreement.

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

19. DEFAULT: If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Purchaser, Seller's sole obligation shall be to return promptly any sums expended by

Purchaser for survey or title evidence; provided, however, Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by Purchaser and deduct that amount from the Purchase Price. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

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

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

a. At the closing, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

- (1) A duly executed and acknowledged Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;
- (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller in the full amount of the Purchase Price, dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible with Schedule B pre-printed exceptions deleted in the usual form of the Title Policy;
- (3) Furnish evidence of its capacity and authority for the closing of this transaction;
- (4) Seller agrees to provide Purchaser with a certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act; and
- (5) Execute all other necessary documents to close this transaction.

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

- (1) Pay the cash portion of the Purchase Price in the form of a certified or cashier's check;
- (2) Furnish evidence of its capacity and authority for the closing of this transaction; and
- (3) Execute all other necessary documents to close this transaction.

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

23. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired prior to closing, Purchaser, at its option, may either (a) terminate this Agreement, or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser.

24. **NEW SEWER/WATER LINES:** City agrees to install, or cause to be installed, during the period of on-site construction of improvements, new water and sewer lines to the Property which will serve both the City portion and the Seller's portion of the Property.

25. **REMOVAL OF CONTENTS:** Seller shall remove all personal property stored in the buildings at 214 St. Joseph Street (Lots 13 and 14) by May 31, 2024, and leave them in a clean condition free of debris. Any items left after said date shall be deemed of no value and may be removed and trashed or destroyed by City as part of the demolition process.

26. **MISCELLANEOUS:**

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

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

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

d. Purchaser reserves the right to assign his interest in this Agreement to persons or entities of his choice without recourse to the Purchaser. In the event of such assignment, Purchaser shall have no personal liability to the Seller or to any third party on account of this Agreement. In the event of assignment, all Purchaser's rights under this Agreement will transfer to the Assignee.

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

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

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

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

i. Time is of the essence of this Agreement.

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

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

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

“PURCHASER”

CITY OF ELKHART, INDIANA
DEPARTMENT OF REDEVELOPMENT

By:

Wes Steffen, Vice President
Elkhart Redevelopment Commission

229 S. Second St.
Elkhart, IN 46516

Purchaser’s Address for Notice Purposes

“SELLER”

David Osborne

Seller’s Address for Notice Purposes

EXHIBIT A

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

Lots 9, 10, 11, 12, 13 and 14 as the Lots are known and designated on the recorded Plat of SOUTH ELKHART, an addition to the City of Elkhart; said Plat being recorded in Deed Record 23, page 206, in the Office of the Recorder of Elkhart County, Indiana. ALSO, the vacated alley lying between Lots 10 and 11 in said Addition.

EXCEPTING THEREFROM the Lot at the NW corner of Lot 9 and NE corner of Lot 10 consisting of Tax Code 20-06-08-205-011.000-012.

Consisting of Key numbers: 20-06-08-205-006.000-012
20-06-08-205-007.000-012
20-06-08-205-008.000-012
20-06-08-205-009.000-012
20-06-08-205-010.000-012
20-06-08-205-012.000-012
20-06-08-205-013.000-012
20-06-08-205-014.000-012

ART OF FREIGHT STREET DISTRICT

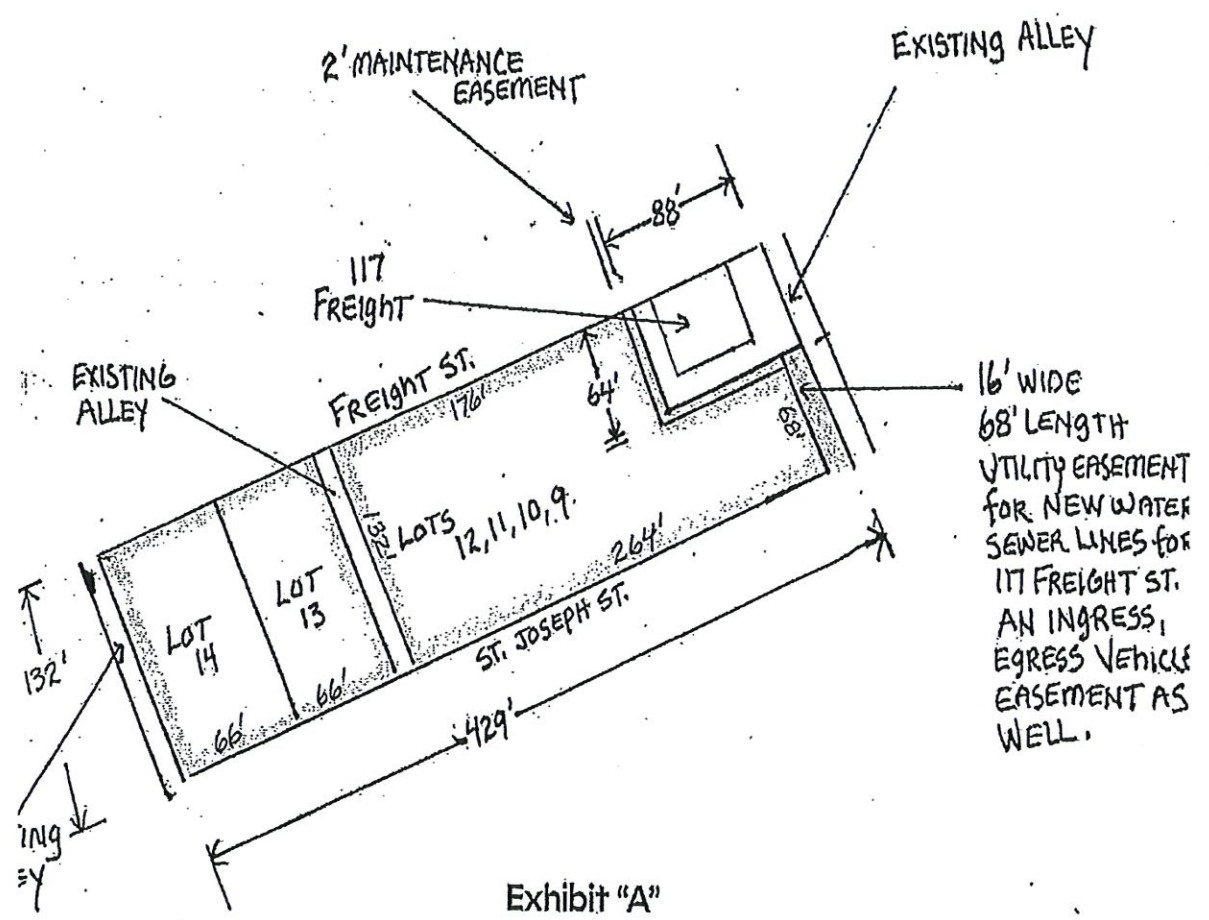
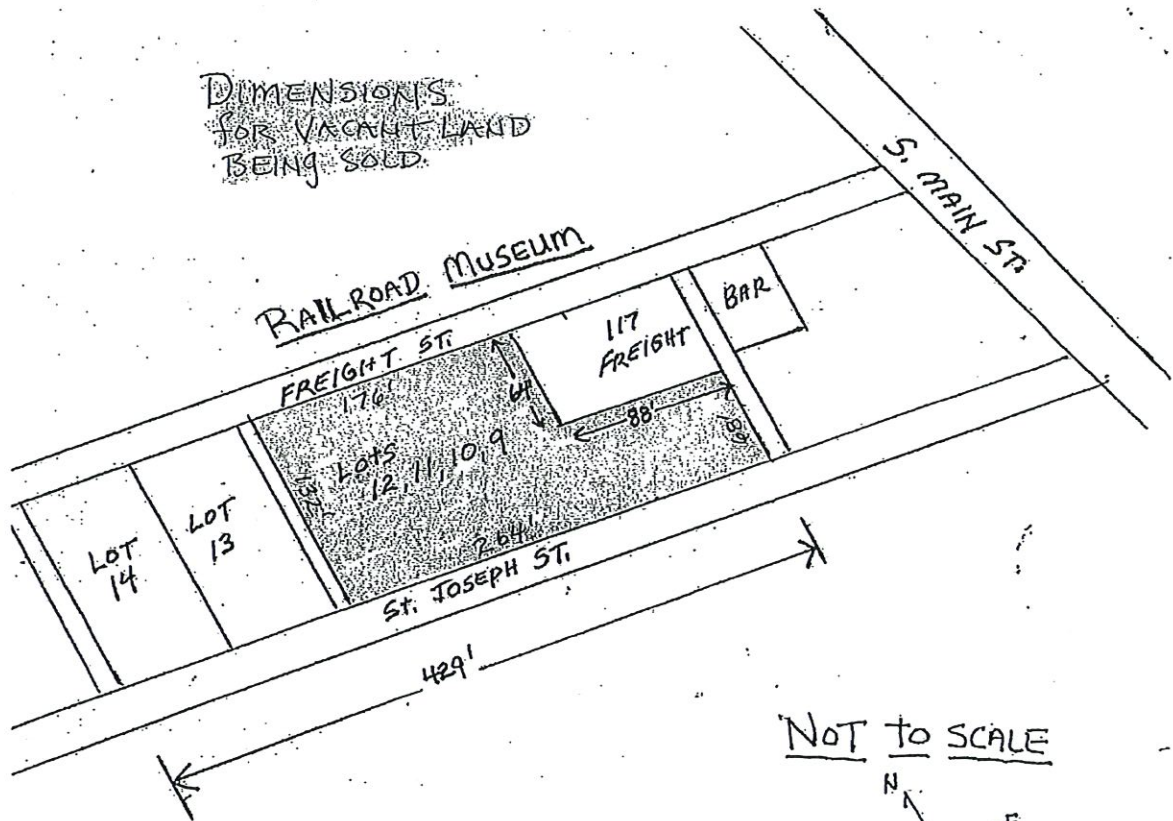


Exhibit "A"

The subject property is located west of S. Main Street between Freight Street to the north and St. Joseph Street to the south and is further identified as tax parcel number(s) 20-06-08-205-006.000-012, 20-06-08-205-007.000-012, 20-06-08-205-008.000-012, 20-06-08-205-009.000-012, 20-06-08-205-010.000-012, 20-06-08-205-011.000-012, 20-06-08-205-012.000-012, 20-06-08-205-013.000-012, 20-06-08-205-014.000-012. The subject consists of multiple parcels whose boundaries shall be determined by an ALTA Survey.

DIMENSIONS
FOR VACANT LAND
BEING SOLD.



NOT TO SCALE

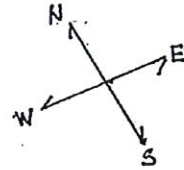


EXHIBIT
"B"

RESOLUTION NO. 24-R-007

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, AUTHORIZING APPRAISALS FOR
FRANKLIN AND 4TH STREET PROPERTY AND APPROPRIATING FUNDS

Whereas, The Commission desires to purchase certain the real estate at the Northwest corner of Franklin and 4th Street for use as a parking lot for downtown events (the "Real Estate") and needs to obtain 2 independent appraisals of the fair market rental value of the property; and

Whereas, the staff recommends Iverson Grove and Steve Sante of Appraisal Services to perform the appraisals and have requested an appropriation of \$1800.00 which they expect to be sufficient to cover the cost of both appraisals.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of Iverson Grove and Steve Sante independent appraisers to provide fair market value appraisals on the Real Estate for a not-to-exceed cost of \$1800.00.
2. The Commission appropriates \$1800.00 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the appraisals.
3. The Officers of the Commission are authorized to execute and deliver all contracts and do all acts which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 13TH
DAY OF FEBRUARY 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 2/2/24
Re: Excess Property Appraisals

Staff is requesting an appropriation of \$1,800 from the Downtown TIF to cover appraisal costs associated with potential strategic property acquisitions.

Company	Cost
Iverson Grove	\$800
Appraisal Services	\$1,000

RESOLUTION NO. 24-R- 008

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, ESTABLISHING CERTAIN OPERATING
PROCEDURES FOR LOTS 1, 3, 5 AND 6 IN WOODLAND CROSSING

Whereas, the Commission has purchased Lots 1,3,5 and 6 in the recorded Plat of Woodland Crossing (the "Property"), and will be collecting rents and additional tenant charges including insurance, real estate taxes, and common area maintenance charges (the "Woodland Operating Income"), and will be expending those funds to pay for property management, maintenance, repair and general operational costs incurred in the operation of the Property and management of the common areas (the "Woodland Operating Expenses"); and

Whereas, the Commission desires to establish the following standard operating procedures and policies pertaining to the collection and expenditure of those funds.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby establishes Special Fund #2560, titled the Woodland Crossing Operating Fund, into which all the Woodland Operating Income shall be deposited, authorizes the investment of said funds into interest bearing accounts, and directs that the original principal amounts deposited therein shall be used exclusively to cover the costs incurred by the Commission in the development, improvement, repair, operation, management, maintenance and ordinary expenses of the Property and the common areas for which the City, as owner of Lot 5, has responsibility under the recorded Declaration of Covenants, Conditions and Restrictions pertaining to the Shopping Center, as amended. Any interest earned on said funds shall not be restricted as to future use.
2. The Commission hereby establishes Special Fund #2561, titled the Woodland Crossing Security Deposit Fund, to hold all tenant Security Deposits received by the Commission from any source from the leasing of the Property, and authorizes the investment of said funds into interest bearing accounts. No expenditures shall be made from that Fund without the prior approval of the Commission.
3. The Commission approves and authorizes the City Controller to pay the Woodland Operating Expenses as and when incurred from the Woodland Operating Income Fund.
4. The Commission approves and authorizes the City Controller to pay all invoices incurred for emergency repairs to the Property and common areas for which the Commission is responsible as and when incurred, provided that any such expense expected to exceed \$5,000.00 shall require the pre-approval of the President or Vice President of the Commission before the same is incurred.
5. The Controller shall prepare and provide the Commission each month for ratification and approval a receipts and expenditure report listing all funds deposited into and all expenses paid from the Woodland Crossing Operating Fund in the immediately preceding month in such form and detail as the Controller prepares for other departments of the City.

6. Any proposed new development or improvement for the Property shall require the prior approval of the Commission before any expenditures therefor are incurred or paid from the Woodland Crossing Operating Account.
7. Any surplus remaining upon closing of the accounts shall be deposited into the Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Account.
8. The Officers and staff are directed to work with the City Controller and any property manager hired to oversee the management and operations of the Property to establish detailed accounting procedures that clearly track the purpose and source of all income received by the Commission relating to the operation of the Property, which payments constitute rental payments and which constitute common area maintenance budgeted payments from tenants and other property owners, and which expenses are Property operating expenses and which are common area maintenance expenses.
9. 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 ON THE 13th DAY OF FEBRUARY 2024.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

February 9, 2024

Memo

Hello Elkhart Redevelopment Commission Members:

To
Elkhart Redevelopment
Commission

From
Mary K Kaczka
Assistant Director
Community Development

CC
Mike Huber
Director
Development Services

Re:
Amendment to CDBG
Sub-Recipient Agreement
YWCA

We are requesting approval of an amendment to the sub-recipient agreement for YWCA to include the use of CDBG public service funds kitchen, cleaning supplies and trash removal fees which support the Safe Haven Shelter which seeks to provide suitable living environment for persons facing trauma and violence in the city of Elkhart. There is no change in the amount of the grant.



Community Development Block Grant Program
2023 CDBG Annual Action Plan

Subrecipient Agreement-**AMENDED**

Between the

*City Of Elkhart Community Development
Elkhart, Indiana
and
YWCA North Central Indiana*

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Program Managed by the Community Development Department
City of Elkhart, Indiana

Project Name: Safe Haven Domestic Violence Emergency Shelter Operations
Project Type: Public Services
Subrecipient ID: 35-0868226
FAIN: B23MC1-80015
Federal Award Date: June 28, 2023
Federal Award Amount: \$713,272.00
Research & Development Award: No
Environmental Status: Exempt per 24 CFR 58.34(a) and 58.35 (b)
Other Fed Requirements: None
CDFA Number: 14.218
Account Number: 2226-5-631-4314200
IDIS Number: 974
Project Amount: \$717,735 Total
\$ 15,000 - CDBG
\$ 200,735 - HUD; ICJI; IHGDA; ARP
\$157,000 - ICJI; SCAN
\$145,000 - Lilly; United Way; Elkhart Com foundation
\$170,000 - Approximate annual in-kind donations
\$25,000 - DCS; IFFSA

CDBG SUBRECIPIENT AGREEMENT

- AMENDED

Between the City of Elkhart
Community Development AND
YWCA NORTH CENTRAL INDIANA
FOR
2023 CDBG PROGRAM YEAR

THIS AMENDED AGREEMENT, entered this February 13, 2024 by and between the CITY OF ELKHART COMMUNITY DEVELOPMENT (herein called the "Grantee") and YWCA NORTH CENTRAL INDIANA (herein called the "Subrecipient"). WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2023 Safe Haven Domestic Violence Emergency Shelter Operations in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use the CDBG funding to cover current utility bills (electric, heat, and water), the purchase of non-food kitchen supplies, cleaning supplies, and trash removal fees. The Safe Haven Shelter in Elkhart seeks to provide a suitable living environment for persons facing trauma and violence within the City of Elkhart.

General Administration

Safe Haven staff will provide individualized case management, helping victims develop a plan for the future to secure permanent housing, child care, reliable transportation, and employment. The YWCA tracks all client demographic and program information through ClientTrack, an online data system.

All staff and volunteers who will provide long-term volunteer services at YWCA Safe Haven must complete 40 hours of domestic violence training. The training addresses the various types of abuse, the control tactics of abusers, the effects of domestic violence on children, shelter operations/procedures, and other community services that benefit residents.

All staff must train in CPR and basic first aid; they must obtain a minimum of 10 hours of domestic violence-specific training each year to ensure that they have the most current information regarding domestic violence issues. This standard, set by the Indiana Criminal Justice Institute (ICJI), must be achieved to remain in full compliance with the criteria for domestic violence programs in the state. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the benefitting low-and moderate-income persons National Objective by making services available to a limited clientele of battered persons seeking emergency shelter.

B. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program for the persons served during the program year:

- Provide emergency shelter for 550 Persons
- Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

C. Staffing

Staff Member	Responsibilities
Susan Tybon	President and CEO
Kelly Sanford	VP of Grants Administration
Autumn McCully	Director of Empowerment Services
Amber Gill	Grants Manager

“Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.”

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time of 14 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July, 2023 and end on the 31st day of May, 2024.

Funds will not be available to the Subrecipient from the Community Development Block Grant Program (B-23-MC-1800015) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Utility reimbursement	\$ <u>15,000</u>
Kitchen supplies (non-food)	
Cleaning supplies	
Trash Removal fees	

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:
Fifteen Thousand Dollars and no cents \$15,000

Draw Requests for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE

Elkhart Community Development
201 S. Second Street
Elkhart, Indiana 46516
574-322-4431

SUBRECIPIENT

YWCA NORTH CENTRAL INDIANA, Inc.
132 State Street
Elkhart, Indiana 46516
574-233-9491 x 305

VI. **SPECIAL CONDITIONS**

N/A

VII. **GENERAL CONDITIONS**

A. **General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **"Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. **Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. **Workers' Compensation**

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. **Insurance & Bonding**

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

Records providing a full description of each activity undertaken;

Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

Records required to determine the eligibility of activities;

Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub-recipient audits and 2 CFR 200.

c. Reporting and Payment Procedures

1. Program Income

The activity does not generate program income as defined at 24 CFR 570.500(a).

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The Grantee reserves the right to require the Subrecipient to submit additional reports in the form, content, and frequency specified by the Grantee.

The Subrecipient is required to submit an annual report and supporting beneficiary form within 14 days of the final draw request or within 14 days after the grant agreement ends whichever is first. This report must provide all required data regarding beneficiaries and the services provided to them in accordance with the Scope of Service.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. **PERSONNEL & PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. **Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. **Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. **Section 504**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these

requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take

appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to

Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management

Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected there- by and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

On behalf of

Redevelopment Commission

City of Elkhart, Indiana

YWCA NORTH CENTRAL INDIANA

By _____

Sandra Schreiber, President

By _____

Susan Tybon, President and CEO

CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY VERIFICATION AND NON-DISCRIMINATION COMMITMENT

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

STATE OF Indiana)
) §
COUNTY OF _____)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
2. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and
3. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.
4. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any

employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this _____ day of _____, 20__

Contractor

Signature of Person Authorized to sign on behalf of Contractor

Printed Name and Title

PY 2023 CDBG SUBRECIPIENT DRAW REQUEST SUBMISSION SCHEDULE

Project:	Elkhart CDBG Public Service	Contact Phone	574-322-4431
Program Grant Year:	July 1, 2023 – May 31, 2024	Contact Email	dana.donald@coei.org

In an effort to expend HUD CDBG funds in a timely manner this program year; we are asking each Subrecipient to submit their requests for reimbursement according to the schedule below:

	Months of CDBG Work	Request for Reimbursement between:
Draw Request Number 1	July & August, 2023	August 31, 2023 - September 14, 2023
Draw Request Number 2	September & October, 2023	October 31, 2023 – November 14, 2023
Draw Request Number 3	November & December, 2023	December 31, 2023 – January 14, 2024
Draw Request Number 4	January & February, 2024	February 29, 2024 – March 14, 2024
Draw Request Number 5	March & April, 2024	April 30, 2024 – May 14, 2024
Draw Request Number 6	May 2024	May 31, 2024 – June 14, 2024

RESOLUTION NO. 24-R-009

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA APPROVING RFP FOR MASTER DEVELOPER

Whereas, the Commission owns Lots 1,3,5 and 6 in Woodland Crossing Shopping Center (the "Real Estate") and desires to issue a Request for Proposals seeking the services of a Master Developer responsible for the planning, design, financing, development and construction of the parcels; and

Whereas, having determined that the services of a Master Developer will be the most efficient way to determine the highest and best use of the Real Estate, and will further the redevelopment plans and goals for Woodland Crossing and the area; and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the RFP and authorizes its issuance.
2. The officers and staff of the Commission are hereby authorized to do all acts they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE ON THE 13TH DAY OF FEBRUARY 2024.

CITY OF ELKHART, INDIANA
REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Rod Roberson
Mayor

Michael Huber
Director of Development Services



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

Warrick & Boyn
January 2024
Invoice
Total Current
Work
\$43,517.72