



AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, May 14, 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=mfa881bef4de3934719cac107887cd67a>
enter **2319 812 2544** as the event number and **RDC5** as the event password.

To join by phone, call 1-415-655-0001, enter **2319 812 2544##**

*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

- April 9, 2024 Regular Meeting Minutes

3. New Business

a) Open Bid – RFP for 1000 Block South Main

b) Phase I Proposal

- Approve employment of Heron Environmental to conduct Phase 1 at 121 W Franklin Street, 402 W. Franklin Street, 420 S. Second Street and 1111 Prairie Street and appropriate \$4,000 from Brownfield Services.

c) 420 S Second Street

- Approve purchase of 420 South Second Street for the price of \$150,000 and appropriate \$160,000 from Downtown Allocation Area Number 1 Special Fund.

- d) **1000 Block Tank Testing**
 - Approve change order for Roberts Environmental UST Soil Test Services at 1000 block of South Main and appropriate \$6,650 from Downtown Allocation Area No. 1 Special Fund.
- e) **South Main Parking Lot Demolition Project**
 - Approve change order and appropriate \$9,000 from Consolidated TIF
- f) **1111 Prairie**
 - Approve purchase agreement for 1111 Prairie Street and appropriate \$30,000 from Downtown Allocation Area Number 1 Special Fund.
- g) **Osborne Purchase Agreement**
 - Approve addendum to purchase agreement for Freight Street/St. Joseph Street properties
- h) **2101-2111 Offer**
 - Approve site plan and offer of \$10,000 for corner of South Main Street and Lusher Ave (2101-2111 S. Main Street)
- i) **Lerner on the Lawn**
 - Authorize the expenditure for Lerner on the Lawn 2024 Program and appropriate \$10,000 from Downtown Allocation Area No. 1 Special Fund
- j) **Tax Allocation**
 - Presentation on no excess TIF to taxing districts
- k) **Purchase Agreement for 121 W. Franklin**
 - Approve purchase agreement for 121 W. Franklin and related lots.

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, April 9, 2024
4:00 p.m.

PRESENT: Willie L. Brown, Dina Harris, Dorisanne Nielsen, Gerry Roberts, Sandi Schreiber, Wes Steffen, Gary Boyn, Adam Fann, Mary Kaczka, Mike Huber, Sherry Weber (Recording Secretary), Jacob Wolgamood, Drew Wynes, Corinne Straight, Trina Harris, and Alex Holtz

PRESENT BY WEBEX: Chris Pottratz, ML, T.S., and unknown

CALL TO ORDER

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

AMENDMENT OF APRIL 9, 2024 AGENDA

Ms. Schreiber asked for a motion to amend the April 9, 2024 Agenda. Moved by Mr. Brown. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

APPROVAL OF MARCH 12, 2024 REGULAR MEETING MINUTES

Ms. Schreiber asked for a motion to approve the March 12, 2024 Regular Meeting Minutes. Moved by Mr. Brown. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. OPENING OF BIDS

No bids were submitted

B. PUBLIC COMMENT ON DRAFT ANNUAL ACTION PLAN FOR CDBG 2024

Ms. Mary Kaczka addressed the commission and answered their questions. Ms. Schreiber opened the meeting for public comment on the draft Annual Action Plan for CDBG 2024. There was no public comment. Ms. Schreiber closed the public comment session.

C. 2023 REDEVELOPMENT ANNUAL REPORT

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the 2023 Redevelopment Commission Annual Report. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

D. 1043 SOUTH MAIN STREET

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve and ratify the employment of an independent appraiser selected by staff and appropriate \$400 from Downtown Allocation Area No. 1. Moved by Mr. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

E. PRAIRIE STREET OFFER

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to authorize staff to present an offer to purchase vacant lot (tax #20-06-08-234-033) for \$10,800. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

F. FREIGHT STREET PHASE II

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the employment of Heron Environmental for phase 2 study at Freight and St. Joseph Streets and appropriate \$12,200 from Brownfield Services. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

G. GOODWILL INDUSTRIES USE AGREEMENT

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the Use Agreement with Goodwill at the northeast corner of Indiana and 6th Street on June 26, 2024. Moved by Mr. Steffen. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

H. 3508 SOUTH MAIN STREET USE AGREEMENT

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve granting ICC Group Inc. access to the real estate at 3508 South Main Street. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

I. OFFER TO PURCHASE REAL ESTATE - 420 SOUTH SECOND STREET

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to authorize staff to present an offer to purchase the property at 420 South Second Street (tax #20-06-05455005) for \$150,000 contingent upon reaching a final agreement and closing on the property at 121 West Franklin Street and its associated parking lots. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

J. OFFER TO PURCHASE REAL ESTATE - 121 WEST FRANKLIN

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to authorize staff to present an offer to purchase the property at 121 West Franklin Street and its three associated parking lots (tax # 20-06-05455-001-002 and 007 and tax # 20-06-05384-001)

for a total of \$2,250,000 contingent upon financing. Moved by Mr. Roberts. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

K. AMPHITHEATER DOCUMENTS

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the employment of Stone Planning LLC for amphitheater advisory services at a not to exceed sum of \$20,000 from the Cassopolis Corridor Allocation Area Special Fund. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

L. AML SUBORDINATION AGREEMENT

Ms. Trina Harris addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the subordination agreement. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

M. RIVER GREENWAY

Mr. Jacob Wolgamood addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the proposed connection of the trail way at the crossing of Blazer Boulevard and Goshen Avenue and authorize the expenditure of \$38,000 from Downtown Allocation Area No. 1 and request the Board of Works enter into appropriate contracts to cause the additional services to be performed. Moved by Mr. Brown. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

N. PEERLESS SETTLEMENT

Mr. Gary Boyn addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the negotiated terms of settlement with Peerless Pump Company in the LaBour Pump case and authorize the present, execute the same subject to final approval of the court. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

STAFF UPDATES

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

- State Road 19 is moving along nicely
- 1000 Block South Main demo will resume this week, believe he has everything down.
- Saturday, April 13 from 1:00-4:00 p.m. we will hold a Kelby Love mural brick pick-up community event.

Ms. Mary Kaczka addressed the commission

- The City of Elkhart has been awarded a Lead Capacity Building Grant from HUD in the amount of \$1,050,000 that will help transform communities by fixing older housing, preserving affordable housing and improving the health of children and families in the community.
- Woodland Crossing Open House will be held tomorrow (4/10/24) at 4:00 pm at the old Sears building.

OTHER BUSINESS

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for \$18,605.11. Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$18,605.11. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

The commissioners have the revised January 2024 TIF Report.

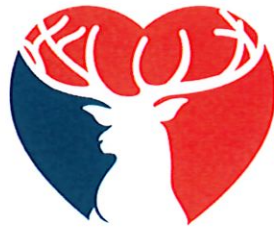
PUBLIC COMMENT

Ms. Mary Kaczka addressed the commission regarding a Goodwill ground breaking ceremony on April 10, 2024 at 4:00 pm on the west side of the building.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. It was moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:45 p.m. Next meeting is on Tuesday, May 14, 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 April 5, 2024

PRESENT: Dina Harris, Sandi Schreiber, Wes Steffen, Gary Boyn, Mike Huber,
Jacob Wolgamood, Sherry Weber, Corinne Straight, Trina Harris,
Drew Wynes.

PRESENT BY WEBEX: Chris Pottratz, Willie L. Brown, Alex Holtz, Adam Fann

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 April 9, 2024.

RESOLUTION NO. 24-R-028

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,
APPROPRIATING FUNDING FOR PHASE 1 ENVIRONMENTAL ASSESSMENTS

Whereas, The Commission is considering the purchase of separate parcels or real estate at 121 W. Franklin Street and 402 W. Franklin Street with parking lots, 420 S. Second Street, and 1111 Prairie Street and needs Phase 1 Environmental Assessment Reports on the Properties (the "Phase 1"); and

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

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Phase 1 Proposal and the employment of Heron to conduct the Phase 1 in accordance therewith.
2. The Commission appropriates the sum of \$4,000.00 from the Brownfield Services Special Fund to cover the cost of Phase 1, with any unused funds to be returned to the appropriate account.
3. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14TH DAY OF MAY 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 4/23/24
Re: Multiple Parcel Phase I request

Staff has asked Heron Environmental LLC to provide Phase I reports for the parcels that the Commission is looking to purchase. Please see the attached proposal, Staff requests the Commission appropriate \$4,000 from the Brownfield Services fund and approve the hiring of Heron Environmental LLC to provide these reports.



April 12, 2024

Adam Fann, Assistant Director of Development
City of Elkhart
229 S. Second Street
Elkhart, Indiana 46516

RE: Proposal for Three Phase I Environmental Site Assessments
S. Second, Johnson, and Prairie Street Properties
Elkhart, Indiana
Heron Proposal No. 24-0530

Mr. Fann,

Heron Environmental, LLC (Heron) is pleased to provide this Proposal to perform three (3) Phase I Environmental Site Assessments for the properties listed below located in Elkhart, Elkhart County, Indiana.

Property #1

420 S. Second Street/Parcel No. 20-06-05-455-005.000-012

Property #2

402 W. Franklin Street/Parcel No. 20-06-05-384-011.000-012, Parcel No. 20-06-05-454-001.000-012, 121 W. Franklin Street/Parcel No. 20-06-05-455-002.000-012, and Parcel No. 20-06-05-455-007.000-012

Property #3

1111 Prairie Street/Parcel No. 20-06-08-234-033.000-012

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

In performing the assessments Heron will conform with the ASTM E1527-21 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”, which defines good commercial and customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to

contaminants within the scope of the (CERCLA) and petroleum products, taking into account commonly known or reasonably ascertainable information.

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

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

SCOPE of WORK

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

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

Records Review

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

Site Reconnaissance

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



Interviews

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

Report

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

USER RESPONSIBILITIES

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

COST and SCHEDULE

Heron proposes to complete the Phase I Environmental Site Assessments as described herein for a lump sum fee of **\$4,000**. The assessment Reports will be provided within three weeks of authorization to proceed.

AUTHORIZATION

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

Sincerely,


James R. Bennett



RE: Proposal for Three Phase I Environmental Site Assessments
S. Second, Franklin, and Prairie Street Properties, Elkhart, Indiana
Heron Proposal No. 24-0530

Date:

Authorized by (name and title) "Client":

Signature:

Company:

Billing Address:

Phone:

Email:

Property Contact (name and number/email):

STANDARD TERMS & CONDITIONS

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

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

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

ASTM E1527-21 PHASE I ENVIRONMENTAL SITE ASSESSMENT USER QUESTIONNAIRE

Property Address or Parcel Number(s)

Name of User

Name and Title of Person Completing the Questionnaire

Address, Phone Number and Email

Signature

Date

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

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



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

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

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

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

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

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



RESOLUTION NO. 24-R-029

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE
AGREEMENT FOR 420 SOUTH SECOND STREET

Whereas, The Commission has offered to purchase the realty commonly referred to as 420 S. Second Street in the City of Elkhart (the "Property") from Haddar Properties, LLC at the purchase price of \$150,000, contingent upon the Commission closing on the purchase of the property at 121 W. Franklin Street and the 3 related parking lots, 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 a property needed for redevelopment purposes under IC 36-7-14, 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 approve the Purchase Agreement and purchase the real estate in accordance with the terms therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the purchase of the Property for the price of \$150,000 upon the terms set forth in the Purchase Agreement.
2. The Commission approves the terms and conditions of the Purchase Agreement.
3. The Commission appropriates the sum of \$160,000.00 from the Downtown Allocation Area Number 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 14th DAY OF MAY 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

PURCHASE AGREEMENT

1. **PARTIES:** Haddar Properties, LLC, an Indiana limited liability company whose address is 14140 Kanaya Circle, Granger, IN 46530 (“Seller”) agrees to sell and convey to City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation, whose address is 229 South Second Street, Elkhart, IN 46514 (“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 420 S. Second Street, is a tract 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.

3. **PRICE:** The total purchase price shall be One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) (“Purchase Price”), payable in accordance with the terms and conditions stated in this Agreement.

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

5. **CONTINGENCIES:** This Agreement is not contingent upon Purchaser financing, but is contingent upon Purchaser entering into a satisfactory Purchase Agreement for the Chase Building at 121 W. Franklin Street and its related parking lots and closing such purchase.

6. **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, in conjunction with the Closing on Purchaser’s acquisition of the real estate at 121 W. Franklin Street and related parking lots, unless extended in writing signed by both parties hereto, with the costs thereof shared equally.

7. **POSSESSION:** The possession of the Property shall be delivered to Purchaser at closing in its present condition, ordinary wear and tear excepted.

8. **INSPECTIONS:** All inspections will be completed, at Purchaser's option and sole expense, within ninety (90) days of the date hereof.

9. **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.

10. **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.

11. **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.

12. **INSURANCE:** Unless Purchaser elects and is able to assume and continue the existing insurance in force, insurance shall be canceled as of the Closing Date and the Purchaser shall provide its own insurance.

13. **SURVEY:** Seller will provide Purchaser within fifteen (15) days hereof, a copy of any existing survey of the Property. Seller shall permit Purchaser to obtain, at Purchaser's option and expense, an ALTA survey for the Property prepared in insurable form in accordance with standards applicable to registered and licensed land surveyors in the State of Indiana. Said survey shall be certified to the Title Company and the Purchaser and shall show: (i) the courses and distances of all boundary lines of the Property (including appurtenant easements), the location of all improvements situated on or above such Property and on or above any easements or rights of way affecting the Property, (ii) the absence of any encroachment of adjoining properties or improvements onto such Property, the absence of any encroachment of any Improvement onto any adjoining property and the absence of any other title defect, (iii) the location of all easements burdening such Property and the absence of any encroachment by an Improvement onto the areas of any such easement, (iv) the location of all roadways, alleys, rights of way and the like abutting or within such parcel and (v) unrestricted access from such parcel to a public street at and over the driveways and accessways currently being used in connection with the operation of such parcel, except for encroachments or other facts or conditions that do not, individually or in the aggregate, (i) interfere in any material respect with the use, occupancy or operation of such Property as currently used, occupied or operated or (ii) materially reduce the fair market value of such Property below the fair market value it would have but for such encroachment or other fact or condition.

14. **ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES:**

a. Definitions: For purposes of this Contract, the following words and phrases shall have the following meanings:

“Environment” shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium.

“Environmental Condition” shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order, or liability to or against Seller or Purchaser by any third party (including, without limitation, any government entity), including, without limitation, any condition resulting from the operation of Seller’s business and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property.

“Environmental Law” shall mean any environmental or health and safety-related law, regulation, rule, ordinance, or by-law at the federal, state or local level, whether existing as of the date hereof, or previously in force.

“Permit” shall mean any environmental permit, license, approval, consent, or authorization issued by a federal, state, or local governmental entity.

“Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the Environment.

“Threat of Release” shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

b. Representations and Warranties: Seller represents and warrants to Purchaser such representations and warranties to be true and correct on the date hereof and as of the Closing Date, that:

- (1) Seller, and any other person or entity for whose conduct it is or may be held responsible, has no liability under, has never violated, and is presently in compliance with all Environmental Laws applicable to the Property and any facilities and operations thereon, and, to the

- best of Seller's knowledge, there exist no Environmental Conditions with respect to the Property or any facilities or operations thereon;
- (2) Seller, and any other person or entity for whose conduct it is or may be held responsible, has not generated, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced, or processed any Hazardous Material or any solid waste at the Property, except in compliance with all applicable Environmental Laws, and has no knowledge of the Release or Threat of Release of any Hazardous Material at or in the vicinity of the Property;
 - (3) No lien has been imposed on the Property by any governmental agency at the federal, state, or local level in connection with the presence on or off the Property of any Hazardous Material;
 - (4) Seller, and any other person or entity for whose conduct it is or may be held responsible, has not: (a) entered into or been subject to any consent decree, compliance order or administrative order with respect to the Property or any facilities or operations thereon; (b) received notice under the citizen suit provision of any Environmental Law in connection with the Property or any facilities or operations thereon; (c) received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any Environmental Condition relating to the Property or any facilities or operations thereon; or (d) been subject to or threatened with any governmental or citizen enforcement action with respect to the Property or any facilities or operations thereon; and Seller, and any other person or entity for whose conduct it is or may be held responsible, has no reason to believe that any of the above will be forthcoming.

15. **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.

16. **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.

17. **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) The Purchaser shall have received an affidavit of the Seller, sworn to under penalty of perjury, setting forth the Seller's name, address and Federal tax identification number and stating that such Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (the "Code"), or, alternatively, if applicable, a statement issued by the Seller and otherwise in the form required by the Code certifying that the Seller was not a "United States real property holding company" within the meaning of the Code at any time during the five years preceding the Closing Date. If, on or before the Closing Date, the Purchaser shall not have received each such affidavit or such statement, the Purchaser may withhold from the Purchase Price payable pursuant hereto at Closing to Seller such sums as are required to be withheld therefrom under Section 1445 of the Code.
- (6) Purchaser and/or the Title Company shall have received such other 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.

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 Earnest Money Deposit, together with any interest accrued thereon, and 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.

18. 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 any funds and 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.

19. **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.

20. **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 Earnest Money and 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.

21. **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.

22. **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 within the standard printed exceptions deleted;
- (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.

23. **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.

24. **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.

25. **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: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Date: _____, 2024

“SELLER”

Haddar Properties, LLC

By:  _____
Haddar Properties LLC, Manager

Date: 04/23/24, 2024

EXHIBIT A

TRACT I: A part of the North 1/2 of Lot Numbered 14 as the said Lot is known and designated on the recorded Plat of The First South Addition of the Village (now City) of Elkhart; said Plat being recorded in Deed Record 3, page 291 of the records in the Office of the Recorder of Elkhart County, State of Indiana, and being more particularly described as follows:

Beginning at the Southwest corner of the North 1/2 of said Lot; thence North along the West line thereof, 2.68 feet; thence East, parallel with the South line of said North 1/2 of said Lot, 1.75 feet; thence South parallel with the West line of said Lot, Four tenths (.4) feet; thence East, parallel with the South line of said North 1/2 of said Lot, 64.7 feet; thence South parallel with the West line of said Lot, forty-five hundredths (.45) feet; thence East parallel with the South line of said North 1/2 of said Lot, 56.6 feet; thence South parallel with the West line of said Lot, 1.82 feet to the South line of the North 1/2 of said Lot; thence West along said South line 123.04 feet to the place of beginning.

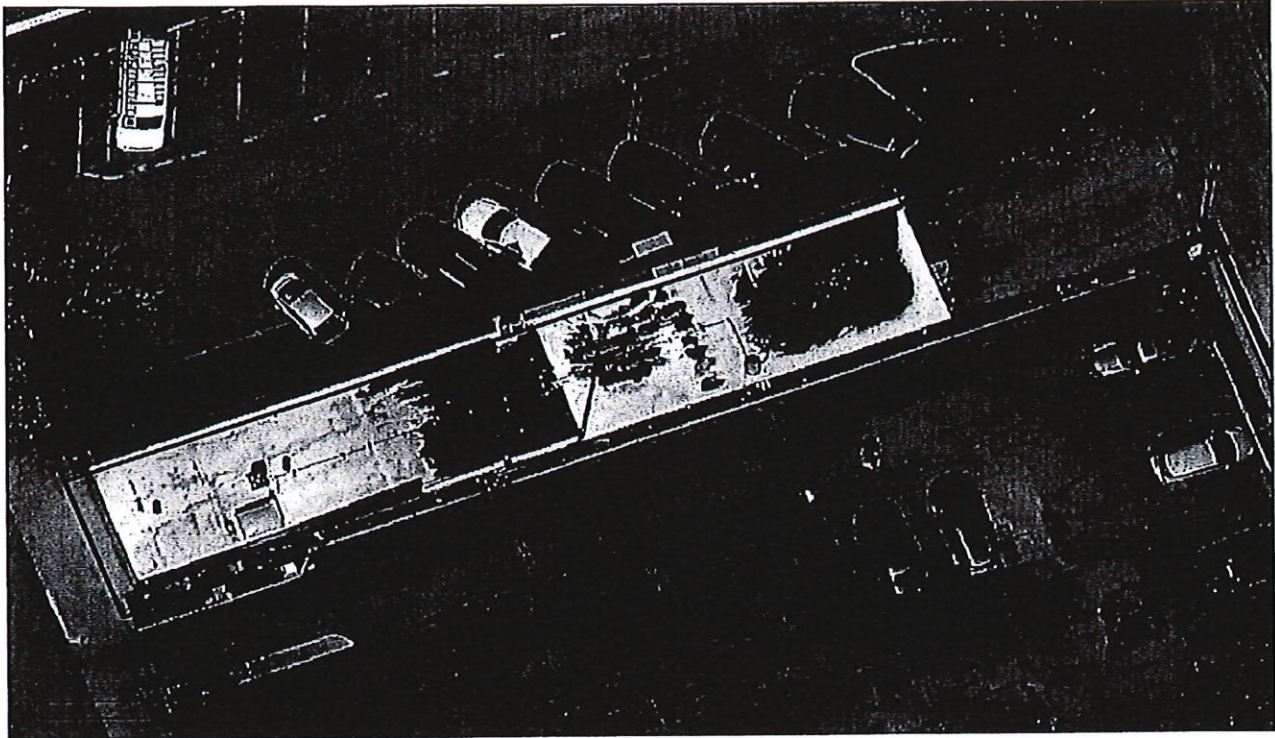
TRACT II: A part of the South 1/2 of the South 1/2 of Lot Numbered 14 as the said Lot is known and designated on the recorded Plat of The First South Addition of the Village (now City) of Elkhart; said Plat being recorded in Deed Record 3, page 291 of the records in the Office of the Recorder of Elkhart County, State of Indiana, and being more particularly described as follows:

Beginning at the Northwest corner of the South 1/2 of the South 1/2 of said Lot; thence South along the West line thereof five tenths (.5) feet; thence East, parallel with the North line of the South 1/2 of the South 1/2 of said Lot, 1.76 feet; thence North parallel with the West line of said Lot, twenty-five hundredths (.25) feet; thence East parallel with the North line of the South 1/2 of the South 1/2 of said Lot, 41.65 feet; thence North parallel with the West line of said Lot, twenty-five hundredths (.25) feet to the North line of the South 1/2 of the South 1/2 of said Lot; thence West, along the North line, 43.41 feet to the beginning.

TRACT III: The North 1/2 of the South 1/2 of Lot Numbered 14 as the said Lot is known and designated on the recorded Plat of The First South Addition of the Village (now City) of Elkhart; said Plat being recorded in Deed Record 3, page 291 of the records in the Office of the Recorder of Elkhart County, State of Indiana.

Elkhart County, IN

420 S SECOND ST, ELKHART, IN 46516
20-06-05-455-005.000-012



Parcel Information

Parcel Number: 20-06-05-455-005.000-012
Alt Parcel Number: 06-05-455-005-012
Property Address: 420 S SECOND ST
ELKHART, IN 46516
Neighborhood: 1246018-Commercial-Acre-Central
Business-Average R
Property Class: Commercial: Office Bldg (1 or 2 Story) - 447
Owner Name: HADDAR PROPERTIES LLC
Owner Address: 1733 BOAT LAUNCH RD
KISSIMMEE, FL 34746-4552
Legal Description: FIRST SOUTH ADD 1ST N1/2 S1/2 LOT
14; (TIF 75)

Taxing District

Township: CONCORD TOWNSHIP
Corporation: Elkhart Community Schools

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
Primary Com & Ind	0.085	

RESOLUTION NO. 24-R- 030

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CHANGE ORDER FOR ROBERTS ENVIRONMENTAL UST SOIL TEST SERVICES AT 1000 BLOCK OF SOUTH MAIN

Whereas, the Contractor performing demolition of improvements in the 1000 block of South Main Street found and removed an underground storage tank, and it is necessary to employ an environmental engineering firm to collect soil samples and submit the same for testing to confirm there is no environmental contamination resulting therefrom; and

Whereas, the Commission has received the attached Proposal from Roberts Environmental Services, LLC (“Roberts”) to provide engineering services relating thereto (the “Services”) as a change order to its Agreement for Professional Services dated October 14, 2022; 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 Roberts to perform the Services in accordance with the terms of the attached Proposal.
2. The Commission appropriates the sum of \$6,650.00 from the Downtown Allocation Area No. 1 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 authorize Roberts to perform the Services as a Change Order to its outstanding Agreement and execute such Agreements as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF MAY 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 4/23/24
Re: Underground Tank Confirmation Sampling

During the demolition of the buildings in the 1000 block of South Main our contractor found an underground storage tank believed to be for fuel oil. The tank was punctured during removal and was found to contain some water which spilled out onto the ground. Staff contacted INSERV to remove the spill water and some soil from the site. As part of the process when things like this happen we will contact an environmental firm to provide confirmation sampling at the site to make sure there is no residual impacts to the site. Attached is a proposal for that confirmation sampling. Staff requests the Commission appropriate \$6,650 from the Downtown TIF to cover this work.

April 23, 2024

ROBERTS Project No.: 24-10942-10

Adam Fann, Assistant Director of Redevelopment
City of Elkhart
201 South Second Street
Elkhart, IN 46516-3112

**Sampling and Reporting
Discovered Heating Oil UST Area
1000 Block South Main Street
Elkhart, Indiana**

Dear Mr. Fann:

Roberts Environmental Services, LLC (“ROBERTS”) is pleased to submit the following proposal to perform underground storage tank (“UST”) sampling and reporting at the referenced property in Elkhart, Indiana (hereinafter referred to as the “Site”). This proposal includes estimated costs associated with the discovery and removal of one (1) 300-gallon to 500-gallon, unregulated, heating oil UST. The UST was unearthed and physically removed from the subsurface. Reportedly, the UST was historically utilized to store heating oil (i.e., No. 2 diesel fuel) likely used to fuel a former on-Site boiler or furnace for heating and, therefore, is considered unregulated under Indiana Administrative Code, Title 329, Article 9 (329 IAC 9) and is exempt from any Indiana Department of Environmental Management (“IDEM”) UST system notifications, registration, and permanent closure procedures.

During any type of UST closure (i.e., removal or in-place), if indications of a release are identified (e.g., stained soils, odors, elevated FID readings, etc.), the release should be reported to IDEM within 24-hours of discovering the release. Communications with the demolition contractor on April 23, 2024, indicate that it appears no release has occurred (only apparent water in the UST). The following work scope describes ROBERTS planned general activities to complete the sampling and reporting activities.

SCOPE OF WORK

- Collect subsurface confirmatory soil samples with a hand-auger sampling device, a shovel, and/or the bucket of the excavator. Confirmatory soil samples will be collected from the sidewalls (4 total), the base of the UST basin (2 total), and, if appropriate, backfill (1 total) – reportedly, no piping runs were identified during removal.
- Submit the confirmatory soil samples for laboratory analysis as required by IDEM for regulated UST closures.

For a UST removal through closure, one (1) sample is required from each sidewall around the UST and two (2) bottom samples are required from the base (bottom) of the UST. UST pit

perimeters in exceedance of or equal to 80 feet require one (1) sidewall sample every twenty (20) linear feet. One (1) additional sample is required from soil that originated from the UST excavation, which is used as backfill (may not apply). Alternatively, a ground water sample may be collected from the excavation basin of any removed UST where ground water is encountered. IDEM requires that the confirmatory soil samples always be collected from the area most likely to be contaminated based on visual observations, odor, and field screening (field screening will be performed with a flame ionization detector (“FID”) in order to help evaluate the potential presence of contamination).

Laboratory Analysis

IDEM requires specific laboratory analysis of soil samples for UST removals and investigations based on the type of petroleum stored in the UST. The analytical program for the heating oil UST will include the analysis of soil samples for volatile organic compounds (“VOCs”) with naphthalenes and polynuclear aromatic hydrocarbons (“PAHs”). It is anticipated that up to seven (7) soil samples will be submitted for analysis (4 sidewall, 2 bottom, and possibly 1 backfill). A laboratory trip blank sample will also be submitted for VOCs analysis for quality assurance/quality control (“QA/QC”) purposes. Please note that some additional analysis may be recommended if field screening identifies other possible contaminants or other conditions that were not anticipated. Any additional analyses will be approved by the Client prior to the samples being submitted to the laboratory. This proposal includes fees associated with a standard laboratory turnaround time of approximately seven (7) to ten (10) business days and Level II quality assurance/quality control documentation by the laboratory.

Reporting

ROBERTS will incorporate our findings and conclusions relative to the field activities and laboratory data completed as part of the sampling into a UST Closure Sampling Report. The report will be completed in substantial conformance with the IDEM UST Section guidelines with maps, results tables, disposal documentation (if available), photographs, and conclusions relative to the sample results.

COST ESTIMATE

ROBERTS proposes to conduct the services proposed herein in accordance with ROBERTS’ general labor and equipment fee schedules in effect at the time the work is performed (attached). ROBERTS estimates the project (as described in the preceding text) can be completed for a total cost of **\$6,650**. The cost estimate for the specific work activities detailed in this proposal will not be exceeded without prior approval from the Client. ROBERTS does not foresee an exceedance of this estimate for the scope of work described in the preceding text. However, we will keep you apprised of the project status and budget and will not exceed our estimate without prior authorization. This estimate does not include a field contingency, but reflects costs representative for completing the work described. Any modifications necessary to complete the proposed work will be discussed prior to providing supplemental services.

SCHEDULE

ROBERTS will schedule this project immediately upon receipt of a signed authorization to proceed. If requested, verbal results will be provided to you as soon as the analytical results are provided by the selected laboratory. Unless otherwise noted, presentations/trips to meet with client and regulatory staff are not included in the budget. ROBERTS' proposal is based on the following assumptions/limitations:

- No buried or overhead utilities are present at the Site that would significantly complicate the proposed activities.
- ROBERTS will not be responsible for costs associated with characterization, transportation, and disposal of any contaminated soil cuttings or ground water from the UST removal or sampling activities.
- Any necessary soil samples can be collected with a hand-auger sampling device, shovel, or the excavator (provided by others). No costs associated with utilizing direct-push drilling technology and/or pavement cutting equipment are included in this cost estimate.
- Activities at the Site will not exceed 4.0-hours and will occur Monday through Friday, excluding holidays.
- Costs presented in this proposal do not include providing backfill or ground water sampling (i.e., if soil impacts are identified, a ground water sample may be required).

TERMS AND CONDITIONS

Unless requested otherwise, the work will be performed in accordance with the Agreement for Professional Services between ROBERTS and the City (effective October 14, 2022), which have been incorporated into this proposal by reference. ROBERTS' current labor and equipment & supplies fee schedules are provided as an attachment to this proposal. Please indicate your acceptance of the proposal by providing written authorization to either of the ROBERTS representatives below. If you have any questions regarding the scope of work or cost estimate, please feel free to call the undersigned at your earliest convenience.

Sincerely,
Roberts Environmental Services, LLC



David D. Jeffers, L.P.G.
Senior Hydrogeologist

Roberts Environmental Services, LLC



Jeffrey C. Roberts
President

Attachments: ROBERTS' Current Labor Rates & Fee Schedules

ROBERTS ENVIRONMENTAL SERVICES, LLC
2024 LABOR FEE SCHEDULE

Principal	\$198.00/hour
Sr. Project Manager/Geologist/Hydrogeologist/Scientist/Engineer	\$142 - \$160/hour
Project Geologist/Scientist/Engineer	\$100 - \$141/hour
Geologist/Environmental Scientist II	\$92 - \$99/hour
Geologist/Environmental Scientist I	\$86 - \$91/hour
Sr. Environmental Geologist/Scientist/Technician	\$77 - \$85/hour
Staff Environmental Geologist/Scientist/Technician	\$70 - \$76/hour
Project Administrator/Specialist	\$64 - \$69/hour

ROBERTS ENVIRONMENTAL SERVICES, LLC
2024 GENERAL EQUIPMENT, SUPPLIES, AND EXTERNAL EXPENSES FEE
SCHEDULE¹

COMMON EQUIPMENT:

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
Company Vehicle (<100 miles)	\$85.00	Trip
Company Vehicle (>100/<200 miles)	\$120.00	Trip
Photo Ionization Detector (PID)	\$100.00	Day
Dual Phase Interface Probe	\$60.00	Day
Water Level Indicator	\$30.00	Day
Masterflex Peristaltic Pump	\$95.00	Day
Mechanical Bladder Pump (MBP)	Varies	Day
Low Flow Submersible Pump	\$95.00	Day
Air Bladder Pump/Controller	Varies	Day
Pressure Washer	\$75.00	Day
Surveying Equipment	\$35.00	Day
Pneumatic Drum Vacuum	\$150.00	Day
Temperature/Conductivity Meter	\$25.00	Day
Optical Dissolved Oxygen Meter	\$50.00	Day
Aqua Troll 600 Multi-Parameter/Low Flow cell	\$180.00	Day
Hand-Auger (Various Sizes)	\$35.00	Day

COMMON SUPPLIES:

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
Bailers, 0.07 to 1.5-inch O.D. Polyethylene	\$10.00	Each
Rigid Polyethylene Tubing	\$0.47	Foot
Decontamination Supplies	\$20.00	Day
Reconditioned 55-Gallon Drum	\$95.00	Each
0.45 Micron In-Line Filter	\$30.00	Each
Nitrile Disposable Gloves	\$0.60	Pair

[Other supplies necessary to complete a specific project will be dependent on nature of work being performed. These supplies will be billed in accordance with specific internal fee schedules or as an external expense, which is simply cost +10%]

EXTERNAL EXPENSES:

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
<u>External Expenses</u> (such as, travel, lodging, subcontracted services, equipment rental, expendable materials purchased for project, etc.):	Cost+10%	----
<u>Per Diem</u> (includes food allowance plus nominal personal expenses):	\$55.00	Day
<u>Mileage</u> (company-owned or personal vehicle):	\$0.67	Mile

¹ Due to supply chain issues beyond the control of ROBERTS, all rates are subject to change throughout the year without notice. Rates provided should be considered estimates.

RESOLUTION NO. 24-R-031

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING CONTRACT CHANGE
ORDER FOR SOUTH MAIN DEMOLITION

Whereas, the Commission own parcels of real estate in the 1000 block of South Main Street and has contracted with Cross Excavating and Demolition, LLC (“Cross”) to demolish the buildings thereon and perform site preparation (the “Services”); and

Whereas, to control unauthorized access to certain of the sites and protect the public during the performance of the Services, it is necessary to erect certain post and cable barriers (the “Additional Services”); and

Whereas, the Commission has reviewed the attached change order proposal and finds that it is in the best interest of the City and its inhabitants to approve the Additional Services described thereon as a change order to the Cross contract and appropriate the funds to cover the cost of the Additional Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Cross to provide the Additional Services
2. The Commission approves the Change Order to the Cross contract for services.
3. The Commission appropriates the sum of \$9,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to pay for the Additional Services.
4. The Officers of the Commission are authorized and directed execute all agreements and to perform all acts they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF MAY 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Jacob Wolgamood
Date: 5/2/2024
Re: Cross Excavating, Lot Barrier

The City of Elkhart has contracted with Cross Excavating and Demolition, LLC for the demolition and site preparation of the project known as S Main Property Demolition. Two of the city-owned parcels included in this project frequently have vehicles illegally parked upon them and this may impact the contractor's ability to complete the work as well as serve the city's interests in providing parcels ready for development.

In order assist Cross Excavating in demolition and site preparation, and to preserve the property by preventing illegal parking, we are requesting an appropriation for a change order in the amount of \$9000.00 from the Consolidated TIF to fund a post and cable barrier around the parcels.

Cross Excavating and Demolition, LLC

PO Box 492
 Dowagiac, MI 49047
 Phone 269-782-2552
 Fax 269-782-1010
 russ@crossexcavates.com

We now accept debit and credit cards!

Estimate

Name / Address **City of Elkhart Department of Redevelopment Adam Fann 201 S. Second Street Elkhart, IN 46516-3112		Date	Estimate #
		4/26/2024	2024-5517
		P.O. No.	Project
			S. Main St. Lot
Qty	Description	Rate	Total
1	Labor to install 6" x 6" x 8" treated posts 3/4" non galvanized cable As per the picture we received.	8,742.97	8,742.97
If this estimate meets your standards, please sign and return. Estimate is good for 30 days.		Total	\$8,742.97



**APPROX. 15 POSTS SPACED 25' OC
CABLE OR CHAIN BETWEEN POSTS
NO CABLE/CHAIN ALONG MAIN
6'-8' PED SPACE 1018 S MAIN**

DISCLAIMER: The graphic data provided by the City of Elkhart, Indiana ("City") herein may be inaccurate or out of date. Any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk. Neither the City, or its boards, commissions, officials or employees guaranty the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind, and all warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Portions of this material include intellectual property of Elkhart County, Indiana and are used herein by permission. Information shown on any map or other data provided is not warranted for accuracy or merchantability by Elkhart County. The City reserves the right to alter, amend or terminate at any time the display of these maps and records.

RESOLUTION NO. 24-R- 032

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE
AGREEMENT FOR 1111 PRAIRIE STREET

Whereas, The Commission has offered to purchase the realty commonly referred to as 1111 Prairie Street in the City of Elkhart (the "Property") from Ryan Dobbs and the Seller has counter offered to sell the Property to the Commission at \$25,000, which exceeds the average of the appraisals obtained by the Commission; and

Whereas, the Commission having considered the proposed use and purchase price, and the form and terms of the Purchase Agreement attached hereto, now finds that the property is a property needed for redevelopment purposes under IC 36-7-14, 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 approve the Purchase Agreement and purchase the real estate in accordance with the terms therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the purchase of the Property for the price of \$25,000 upon the terms set forth in the Purchase Agreement.
2. The Commission approves the terms and conditions of the Purchase Agreement.
3. The Commission appropriates the sum of \$30,000.00 from the Downtown Allocation Area Number 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 14th DAY OF MAY 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

PURCHASE AGREEMENT

PARTIES: Ryan Dobbs (“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.

PROPERTY: The Property commonly known as 1111 Prairie Street, is a tract 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.

PRICE: The total purchase price shall be Twenty-five Thousand and no/100 (\$25,000.00) (“Purchase Price”), payable in accordance with the terms and conditions stated in this Agreement.

EARNEST MONEY: No earnest money is required.

FINANCING: This Agreement is not contingent upon financing.

CLOSING: The closing of the sale (the “Closing Date”) shall take place at Meridian Total Corp. 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.

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 in good condition until possession is delivered to Purchaser.

INSPECTIONS: All inspections will be completed, at Purchaser’s option and sole expense, within ninety (90) days of the date hereof. If Purchaser reasonably believes the inspections 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.

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.

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.

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.

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

SURVEY: Seller will provide Purchaser within fifteen (15) days hereof, a copy of any existing survey of the Property. Seller shall permit Purchaser to obtain, at Purchaser's option and expense, its own survey of the Property, including, without limitation, an ALTA survey for the Property prepared in insurable form in accordance with standards applicable to registered and licensed land surveyors in the State of Indiana. Said survey shall be certified to the Title Company and the Purchaser and shall show: (i) the courses and distances of all boundary lines of the Property (including appurtenant easements), the location of all improvements situated on or above such Property and on or above any easements or rights of way affecting the Property, (ii) the absence of any encroachment of adjoining properties or improvements onto such Property, the absence of any encroachment of any Improvement onto any adjoining property and the absence of any other title defect, (iii) the location of all easements burdening such Property and the absence of any encroachment by an Improvement onto the areas of any such easement, (iv) the location of all roadways, alleys, rights of way and the like abutting or within such parcel and (v) unrestricted access from such parcel to a public street at and over the driveways and accessways currently being used in connection with the operation of such parcel, except for encroachments or other facts or conditions that do not, individually or in the aggregate, (i) interfere in any material respect with the use, occupancy or operation of such Property as currently used, occupied or operated or (ii) materially reduce the fair market value of such Property below the fair market value it would have but for such encroachment or other fact or condition.

ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES:

Definitions: For purposes of this Contract, the following words and phrases shall have the following meanings:

“Environment” shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium.

“Environmental Condition” shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order, or liability to or against Seller or Purchaser by any third party (including, without limitation, any government entity), including, without limitation, any condition resulting from the operation of Seller’s business and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property.

“Environmental Law” shall mean any environmental or health and safety-related law, regulation, rule, ordinance, or by-law at the federal, state or local level, whether existing as of the date hereof, or previously in force.

“Permit” shall mean any environmental permit, license, approval, consent, or authorization issued by a federal, state, or local governmental entity.

“Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the Environment.

“Threat of Release” shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

Representations and Warranties: Seller represents and warrants to Purchaser such representations and warranties to be true and correct on the date hereof and as of the Closing Date, that:

Seller, and any other person or entity for whose conduct it is or may be held responsible, has no liability under, has never violated, and is presently in compliance with all Environmental Laws applicable to the Property and any facilities and operations thereon, and, to the best of Seller’s knowledge, there exist no Environmental Conditions with respect to the Property or any facilities or operations thereon;

Seller, and any other person or entity for whose conduct it is or may be held responsible, has not generated, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced, or processed any Hazardous Material or any solid waste at the Property, except in compliance with all applicable Environmental Laws, and has no knowledge of the Release or Threat of Release of any Hazardous Material at or in the vicinity of the Property;

No lien has been imposed on the Property by any governmental agency at the federal, state, or local level in connection with the presence on or off the Property of any Hazardous Material;

Seller, and any other person or entity for whose conduct it is or may be held responsible, has not: (a) entered into or been subject to any consent decree, compliance order or administrative order with respect to the Property or any facilities or operations thereon; (b) received notice under the citizen suit provision of any Environmental Law in connection with the Property or any facilities or operations thereon; (c) received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any Environmental Condition relating to the Property or any facilities or operations thereon; or (d) been subject to or threatened with any governmental or citizen enforcement action with respect to the Property or any facilities or operations thereon; and Seller, and any other person or entity for whose conduct it is or may be held responsible, has no reason to believe that any of the above will be forthcoming.

ENVIRONMENTAL INSPECTIONS:

Purchaser shall have ninety (90) days to review the environmental condition of the Property and to conduct, at Purchaser's option and expense, Environmental Inspections (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 Environmental 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 and the return of any Earnest Money Deposit to the Purchaser. Upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

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.

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.

PURCHASER'S CONDITIONS TO CLOSING:

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

The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.

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.

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.

Any Survey required hereunder is in form and substance acceptable to Purchaser.

The Purchaser shall have received an affidavit of the Seller, sworn to under penalty of perjury, setting forth the Seller's name, address and Federal tax identification number and stating that such Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (the "Code"), or, alternatively, if applicable, a statement issued by the Seller and otherwise in the form required by the Code certifying that the Seller was not a "United States real property holding company" within the meaning of the Code at any time during the five years preceding the Closing Date. If, on or before the Closing Date, the Purchaser shall not have received each such affidavit or such statement, the Purchaser may withhold from the Purchase Price payable pursuant hereto at Closing to Seller such sums as are required to be withheld therefrom under Section 1445 of the Code.

Purchaser and/or the Title Company shall have received such other 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.

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 the Earnest Money Deposit, together with any interest accrued thereon, and 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.

SELLER'S CONDITIONS TO CLOSING:

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

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.

Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date.

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 any funds and 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.

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

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; 5) its Broker- Realtor fee and 6) other expenses stipulated to be paid by Seller under other provisions of this Agreement.

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. Purchaser's attorney fee shall not be included in the closing statement, it will be paid by Purchaser separately as and when billed.

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 Earnest Money and 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.

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.

DUTIES OF PURCHASER AND SELLER AT CLOSING:

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

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 pre-printed exceptions deleted;

Furnish evidence of its capacity and authority for the closing of this transaction;

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

Execute all other necessary documents to close this transaction.

At the closing, Purchaser shall perform the following:

Pay the cash portion of the Purchase Price in the form of a certified or cashier's check;

Furnish evidence of its capacity and authority for the closing of this transaction; and

Execute all other necessary documents to close this transaction.

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.

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.

MISCELLANEOUS:

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.

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.

Seller's broker is Wendy Echartea, Realtor-Agent with Berkshire Hathway HomeServices (Indiana License #RB1800616. Purchaser has not engaged a Broker for this transaction, but is represented by legal counsel, Warrick & Boyn, LLP. Seller shall be solely responsible for paying its Broker fee and Purchaser shall be solely responsible for paying its Attorney fees.

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.

This Agreement shall be construed under and in accordance with the laws of the State of Indiana. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

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. 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.

Time is of the essence of this Agreement.

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.

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

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: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Date: _____, 2024

229 S. Second Street
Elkhart, Indiana 46516
Purchaser’s Address for Notice Purposes

“SELLER”

Ryan Debbis dotloop verified
05/01/24 8:16 AM EDT
YEL3-HEFA-HWIK57GF

By: *Wendy Eckstein* dotloop verified
05/01/24 7:54 AM EDT
ECKQ-YPZU-OHD3-WRH3
Berkshire Hathaway HSNIRE

Date: 05/01/2024

1911 Kulp Avenue
Elkhart, IN 46517
Seller’s Address for Notice Purposes

EXHIBIT A

A part of Out-Lot Numbered 66 of the corporation Plat of the Town of Elkhart, more particularly described as follows: Beginning at the Northeast corner of said Out-Lot, being on the West line of Prairie Street in the City of Elkhart, Indiana, at its intersection with the South line of an alley lying immediately South of South Main Street; thence West along the South line of said alley, 165 feet; thence South 44 feet; thence East parallel with alley line, 3 rods; thence South 22 feet; thence East to Prairie Street; thence North along the West line of Prairie Street to beginning.



COUNTER OFFER # 1



For use only by members of the Indiana Association of REALTORS®

1 5:00 AM PM 04/25/2024

2
3 The undersigned makes the following Counter Offer to the Purchase Agreement dated 04/25/2024
4 concerning property commonly known as 1111 Prairie Street
5 in Concord Township, Elkhart County, Elkhart
6 Indiana between: Ryan Dobbs as Seller(s)
7 and City of Elkhart, Indiana, Department of Redevelopment as Buyer(s).
8 Seller is represented by Wendy Echartea, Realtor-Agent with Berkshire Hathaway HomeServices. (Indiana license #RB1800616)

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23 All other terms and conditions of the Purchase Agreement and all previous Counter Offers shall remain in
24 effect except as modified by this Counter Offer.

25
26 Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and
27 delivery of such offer/Counter Offer.

28
29 This Counter Offer # 1 is void if not accepted in writing on or before 5:00 AM PM Noon
30 on 05/17/2024.

31
32 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an
33 original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement
34 may be transmitted between them electronically or digitally. The parties intend that faxed signatures constitute original
35 signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

36 Ryan Dobbs dotloop verified 04/26/24 2:04 PM EDT FHHE-4CQS-ANAU-K5XC
37 SELLER BUYER SIGNATURE DATE SELLER BUYER SIGNATURE DATE

40 Ryan Dobbs
41 PRINTED PRINTED

RESPONSE TO COUNTER OFFER # 1

43
44 The above Counter Offer # 1 is Accepted Countered Rejected at AM PM
45 Noon on _____, Receipt of a signed copy of this Counter Offer is acknowledged.

46
47 SELLER BUYER SIGNATURE DATE SELLER BUYER SIGNATURE DATE

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50 City of Elkhart, Indiana, Department of Redevelopment
51 PRINTED PRINTED



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Form #16A. Copyright IAR 2024



RESOLUTION NO. 24-R- 033

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING ADDENDUM TO PURCHASE
AGREEMENT FOR FREIGHT/ST JOSEPH STREET PROPERTIES

Whereas, The Commission entered not a Purchase Agreement for property at 117 Freight Street and 214 St. Joseph Street and has reached an agreement with the Seller to amend certain provisions of the Agreement ; and

Whereas, there has been submitted to the Commission, for its review and approval, the form of Addendum to Purchase Agreement attached hereto (the "Addendum"); and

Whereas, the Commission has reviewed the Addendum and believes it is in the best interest of the City and its inhabitants to approve the Addendum.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the terms and conditions of the Addendum.
2. The Officers of the Commission are hereby authorized to execute and deliver the Addendum, and do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 14TH
DAY OF MAY 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

ADDENDUM TO PURCHASE AGREEMENT
BETWEEN CITY OF ELKHART AND DAVID OSBORNE

This Addendum to the Purchase Agreement executed by City of Elkhart, Indiana Department of Redevelopment , a municipal corporation, and David Osborne dated February 13, 2024, is entered into as to the ___ day of _____, 2024 (the “Effective Date”).

In consideration of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Paragraph 5 of the Agreement is amended as follows:

5. **CLOSING:** The closing of the sale (the “Closing Date”) shall take place at Meridian Title Corporation on or before August 31, 2024, unless extended in writing signed by both parties hereto, with costs of closing shared equally.

2. Paragraph 16 a. (2) is amended as follows:

(2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Warranty Deed, and to City of Elkhart, Indiana, his fully executed Utility Easement across the 16 feet by parallel lines of the Eastern portion of Lot 9 he is retaining, as described in Exhibit C hereto, in form satisfactory to Purchaser and its counsel, as required herein.

3. Paragraph 17 (a) is amended to add the following subsection (3):

(3) Purchaser shall have delivered to the Closing Agent its Deed to the City of Elkhart, Indiana, Department of Public Works of the Easterly 16 feet by Parallel lines of Lot 9, in form and content satisfactory to Grantee and Seller, which will enable the City to install the water and sewer lines and the paved Right of Way called for herein.

4. Paragraph 24 is amended as follows:

24. **NEW SEWER/WATER LINES; PAVED RIGHT OF WAY:** During the period of on-site construction of improvements, the City Redevelopment Commission agrees to provide funding for the installation of new water and sewer lines to the Property, and a paved right of way over the Eastern 16 feet by parallel lines of Lot 9 over the parcel to be conveyed to the Board of Public Works, which shall serve both the City’s portion and the Seller’s portion of the Property.

5. In all other respects the original Agreement shall remain unchanged.

In Witness Whereof, the parties have executed this Addendum as of the Effective Date.

City of Elkhart, Indiana
Department of Redevelopment

David Osborne

By: _____
Sandra Schreiber, President

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 5/1/24
Re: 2101-2111 South Main Street Redevelopment Proposal

Staff was contacted by David Nufer, owner of Burton's Laundries on acquiring the parcels owned by the Commission at the corner of South Main Street and Lusher Ave (2101-2111 S. Main St) for the purpose of developing a new laundry facility. Staff began working with Mr. Nufer to develop a plan consistent with the City's vision for the area and will continue to do so throughout the process. Attached is the proposal including the offering of \$10,000 and site plan. Staff is requesting the Commission vote to enter into a development agreement with Mr. Nufer and allow staff to negotiate terms for the project.

David A Nufer, LLC

2409 Mishawaka Avenue, South Bend IN 46615

April 20, 2024

Redevelopment Commission Proposal

Executive Summary:

Project Name: Burton's Laundry

Developer/Builder: David A Nufer, LLC

Projection Description: Self Service Laundry 4000SF and 2664SF rental space.

Summary of Developer/builder's Experience in similar redevelopment efforts: David A Nufer LLC owns 13 laundries, 9 locations were built on vacant lots, with the first project in 1985. Our most recent project, 521 N Williams Street, South Bend, IN was developed and opened in December 2023, costing \$3M, privately funded. We would like to proceed with a similar project, using the same company, Ancon Construction.

Project Description

Constructing a self-serve laundry, approximately 4,000 SF, retail space 2,664 SF, total building size 6,664 SF, estimated building cost \$1.6M plus an additional \$750,000 for equipment, for a total \$2.3M.

It is our understanding, the project would add to the tax revenue for the City of Elkhart, TIF District. Our offering price is \$10,000, for the property on the SW corner of Lusher and South Main Street, Elkhart.

Conceptual Design Plan:

Ancon Construction, 2146 Elkhart Road, Goshen, IN 46526, established in 1975, a 100% employee-owned company, specializing in commercial and industrial design and construction. In the past year, Ancon has successfully completed 2 retail projects from the ground up in St. Joseph County. Notable among these is a laundromat and retail space for Burton's Laundry. Collaborating closely with both the owners and the City of South Bend, Ancon customized the building to meet all requirements and ensure mutual satisfaction. Attached is the proposed Conceptual Site Plan, Exterior Elevations, Floor Plan.

Schedule:

We anticipate construction starting August 2024 with completion December 2024.

Cover Letter and Certification:

David A Nufer, LLC is interested in purchasing the property located on the corner of Main and Lusher, Elkhart, for the construction of a self-service laundry and additional rental space to be finished at a later date. My wife and I are the sole members of David A Nufer, LLC, the real estate company for JNK, Inc., dba Burton's laundry. Our Indiana certificate is attached.

David A Nufer, LLC

2409 Mishawaka Avenue, South Bend, IN 46615

Company Description:

JNK, Inc. formed in 1992, for the purpose of operating Burton's Laundries. We currently own 13 self-serve laundries in 5 in South Bend, 4 in Mishawaka, and 4 in Elkhart. We have constructed 9 of the 13 properties from ground up, 2 of the 9 in Elkhart and the other 2 Elkhart stores were purchased as an ongoing business. Our first Elkhart store was built at Oakland and Lusher in 1988. We would like to expand to 5 stores in Elkhart with the anticipation of opening the new Elkhart location by 12.31.2024.

Evidence of Financing Capacity:

We will be able to provide financing concerns upon acceptance of the proposal. 1st Source Bank is our commercial lender, and financed our last project on Williams Street, South Bend.

Contingencies:

Please provide any additional information available on Phase I and Phase II studies, after the previous business was removed.

Special Conditions:

None as of date.

Respectfully submitted,



David A Nufer

Member of David A Nufer, LLC

Enclosures

NUMBER

2

FORMED UNDER THE LAWS OF

INDIANA

UNITS

100



DAVID A. NUFFER, LLC

This Certifies That

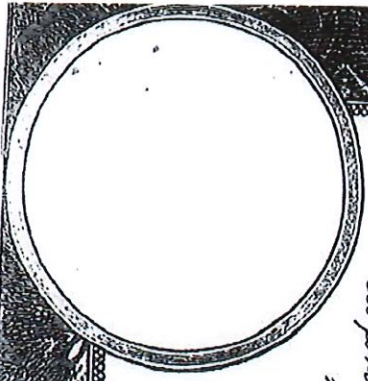
the owners of One Hundred MEMBERSHIP UNITS of the above named

limited liability company transferable only on the books of the limited liability company by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed. The transfer of this limited liability company interest is subject to restrictions set forth in the limited liability company Operating Agreement, and the transfer of the related membership rights may be effected only upon the unanimous consent of members in compliance with any procedure provided in the Operating Agreement.

In Witness Whereof, the said limited liability company has caused this Certificate to be executed on its behalf by its duly authorized manager(s), member(s), officer(s), or agent(s) this _____ day of _____ 2013

David A. Nuffer

David A. Nuffer



DOOR / HARDWARE ABBREVIATIONS + NOTES

MATERIAL ABBREVIATIONS:

ALU	ALUMINUM CLASH	F	FIRE
BR	BROWN	FD	FIRE DOOR
BR	BROWN	FD	FIRE DOOR
BR	BROWN	FD	FIRE DOOR
BR	BROWN	FD	FIRE DOOR

GENERAL ABBREVIATIONS:

- 1. ALL HARDWARE SHALL BE BRASS UNLESS OTHERWISE NOTED.
- 2. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.
- 3. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.
- 4. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.
- 5. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.

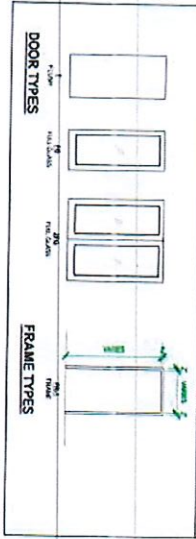
GENERAL NOTES:

1. ALL HARDWARE SHALL BE BRASS UNLESS OTHERWISE NOTED.
2. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.
3. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.
4. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.
5. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.

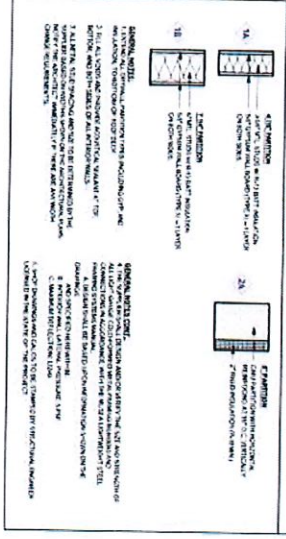
DOOR AND FRAME SCHEDULE

DOOR #	WIDTH	HEIGHT	TYPE	MATERIAL	FINISH	FRAME MATERIAL	FRAME FINISH	TYPE	FRAME FINISH	REMARKS
1	36"	80"	SW	BR	ST	BR	ST	ST	ST	
2	36"	80"	SW	BR	ST	BR	ST	ST	ST	
3	36"	80"	SW	BR	ST	BR	ST	ST	ST	
4	36"	80"	SW	BR	ST	BR	ST	ST	ST	
5	36"	80"	SW	BR	ST	BR	ST	ST	ST	
6	36"	80"	SW	BR	ST	BR	ST	ST	ST	

DOOR + FRAME TYPES



INTERIOR WALL TYPES



GENERAL NOTES

1. ALL HARDWARE SHALL BE BRASS UNLESS OTHERWISE NOTED.

2. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.

3. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.

4. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.

5. ALL HARDWARE SHALL BE STANDARD FINISH UNLESS OTHERWISE NOTED.

FINISH NOTES + ABBREVIATIONS

1. ALL FINISHES SHALL BE STANDARD UNLESS OTHERWISE NOTED.

2. ALL FINISHES SHALL BE STANDARD UNLESS OTHERWISE NOTED.

3. ALL FINISHES SHALL BE STANDARD UNLESS OTHERWISE NOTED.

4. ALL FINISHES SHALL BE STANDARD UNLESS OTHERWISE NOTED.

5. ALL FINISHES SHALL BE STANDARD UNLESS OTHERWISE NOTED.

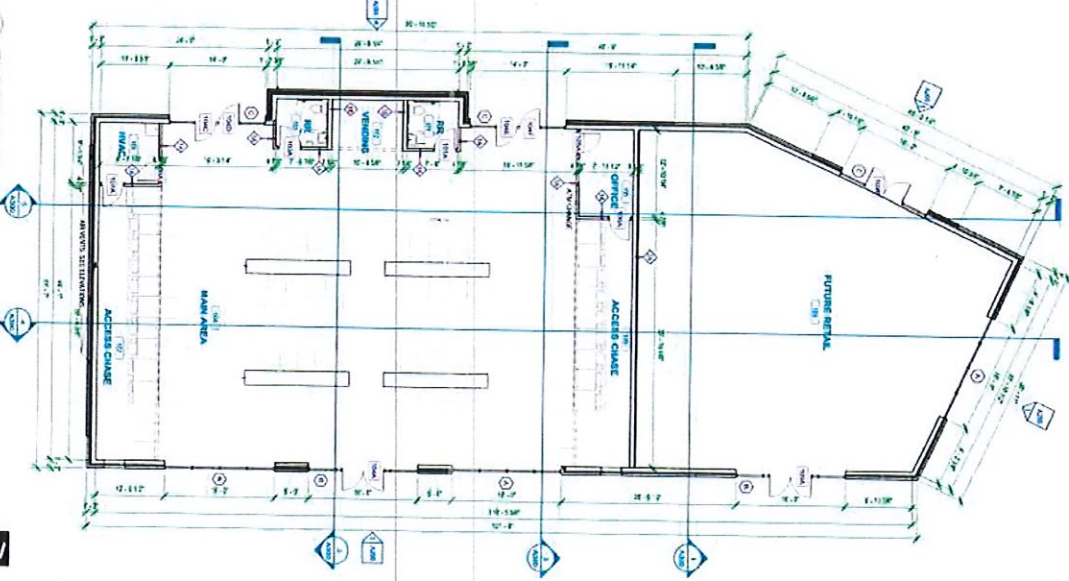
FINISH SPECIFICATION

NO.	FINISH	MANUFACTURER	FINISH NAME	APPLY TO	NOTES
1	PAINT	PPG	PRIMA	INTERIOR WALLS	
2	PAINT	PPG	PRIMA	INTERIOR CEILING	
3	PAINT	PPG	PRIMA	INTERIOR FLOOR	
4	PAINT	PPG	PRIMA	INTERIOR DOORS	
5	PAINT	PPG	PRIMA	INTERIOR WINDOWS	

ROOM FINISH SCHEDULE

ROOM	FLOOR	WALL BASE	WALLS	CEILING	COMMENTS
101	1st	1A	1A	1A	
102	1st	1A	1A	1A	
103	1st	1A	1A	1A	
104	1st	1A	1A	1A	
105	1st	1A	1A	1A	
106	1st	1A	1A	1A	
107	1st	1A	1A	1A	
108	1st	1A	1A	1A	
109	1st	1A	1A	1A	
110	1st	1A	1A	1A	
111	1st	1A	1A	1A	
112	1st	1A	1A	1A	
113	1st	1A	1A	1A	
114	1st	1A	1A	1A	
115	1st	1A	1A	1A	
116	1st	1A	1A	1A	
117	1st	1A	1A	1A	
118	1st	1A	1A	1A	
119	1st	1A	1A	1A	
120	1st	1A	1A	1A	

1 FLOOR PLAN

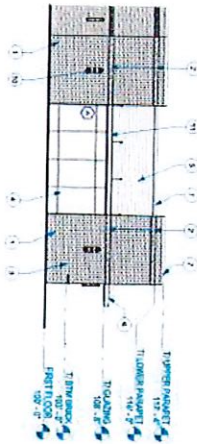


<p>ANCON CONSTRUCTION 1761 BENTLEY DRIVE MARIETTA, GA 30067 TEL: 770.423.1111 WWW.ANCONCONSTRUCTION.COM</p>	<p>DATE: 11/15/2023 DRAWN BY: J. BROWN CHECKED BY: M. SMITH</p>	<p>PROJECT: NEW BUILDING LOCATION: SOUTH BEND, INDIANA</p>
	<p>DATE: 11/15/2023 DRAWN BY: J. BROWN CHECKED BY: M. SMITH</p>	<p>PROJECT: NEW BUILDING LOCATION: SOUTH BEND, INDIANA</p>

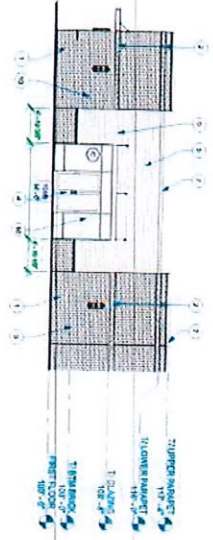
PROJECT: NEW BUILDING
LOCATION: SOUTH BEND, INDIANA
PROJECT NUMBER: A110



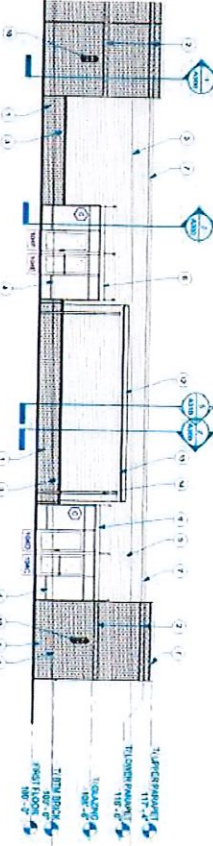
CONSTRUCTION KEYNOTES	
#	DESCRIPTION
1	ALL FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS.
2	ALL MATERIALS TO BE USED SHALL BE OF THE HIGHEST QUALITY AVAILABLE.
3	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
4	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
5	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
6	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
7	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
8	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
9	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
10	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.



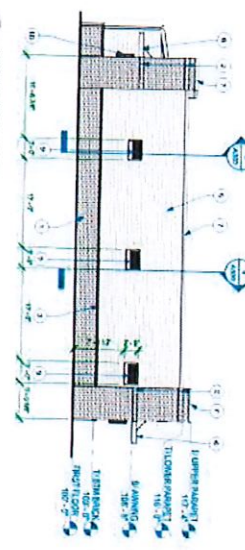
3 NORTH ELEVATION
A200 SCALE: 1/8"=1'-0"



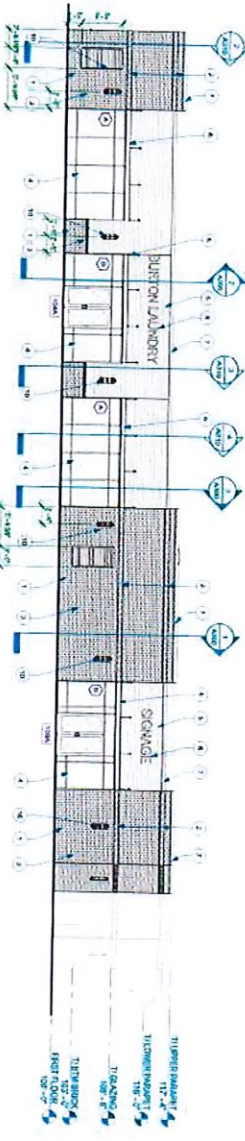
1 WEST ELEVATION
A200 SCALE: 1/8"=1'-0"



4 SOUTHWEST ELEVATION
A200 SCALE: 1/8"=1'-0"



2 SOUTHEAST ELEVATION
A200 SCALE: 1/8"=1'-0"



5 NORTH EAST ELEVATION
A200 SCALE: 1/8"=1'-0"

NEW BUILDING

BURTON LAUNDRY

SOUTH BEND, INDIANA

EXTERIOR ELEVATIONS

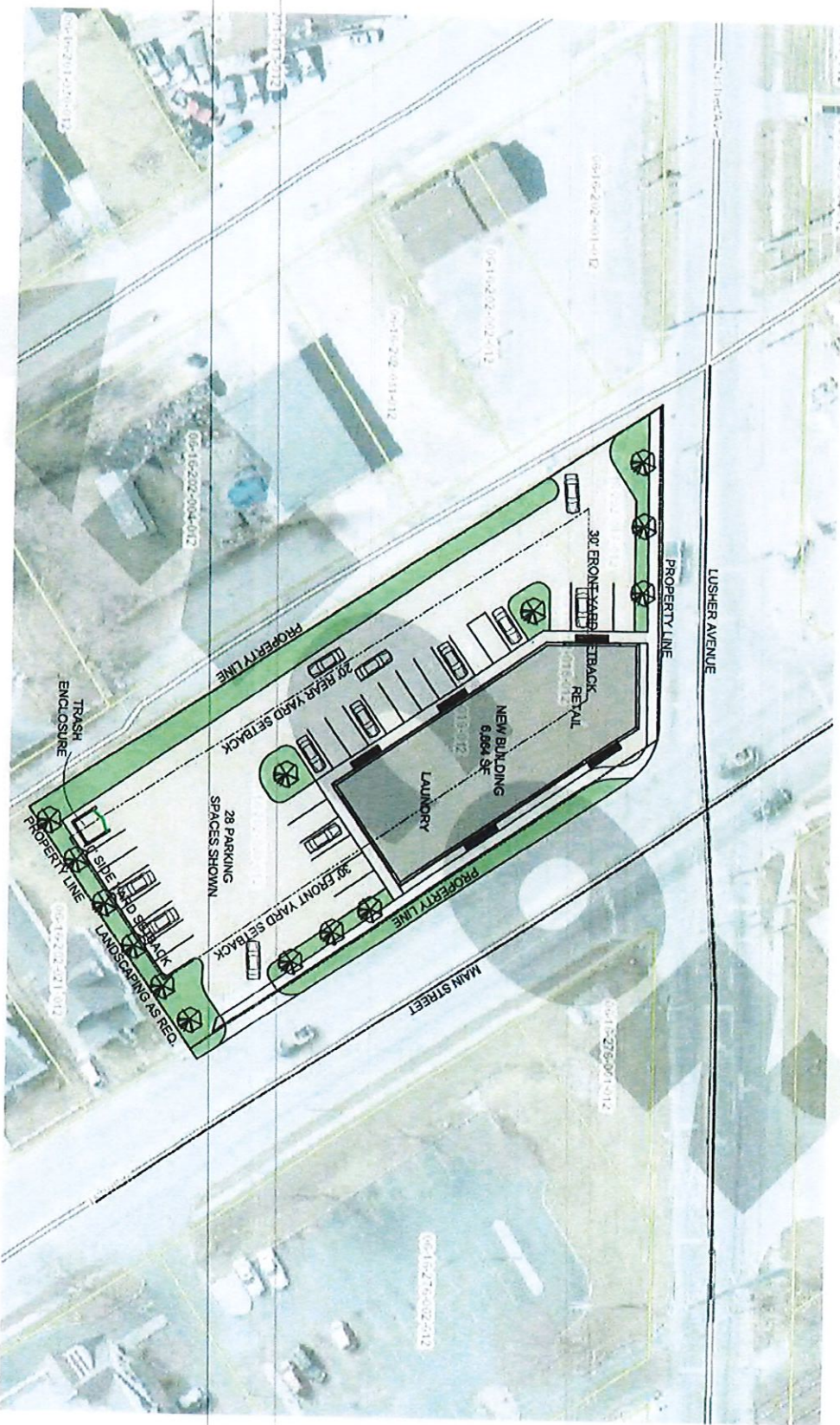
ANCON CONSTRUCTION
2300 S. STATE ST.
SOUTH BEND, IN 46708
PHONE: 765.281.1111
WWW.ANCONCONSTRUCTION.COM

DATE: 08/21/2003
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN

PROJECT: BURTON LAUNDRY
LOCATION: SOUTH BEND, INDIANA
DATE: 08/21/2003

PROJECT: BURTON LAUNDRY
LOCATION: SOUTH BEND, INDIANA
DATE: 08/21/2003

23,2003
A200



CONCEPTUAL SITE PLAN
SCALE: 1" = 20'-0"

DATE: 06-15-2012
JOB NO: 12-001-012
C1.1

Proposed Project for
BURTON LAUNDRY
Ellettsville, Indiana

CONCEPTUAL SITE PLAN

DATE: 06-15-2012
DRAWN BY: M. VANCE
JOB NUMBER: 12-001-012
SCALE: AS NOTED

06-15-2012-012

06-15-2012-012

06-15-2012-012

ANCON
CONSTRUCTION CO., INC.

ANCON CONSTRUCTION CO., INC.
2146 ELKHART RD., GOSHEN, INDIANA 46526
674.583.9561 574.674.9941 FAX 574.634.5546

RESOLUTION NO. 24-R-034

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ALLOCATION AREA NO.1 FUNDS FOR LERNER ON THE LAWN

WHEREAS, the Arts and Entertainment are key elements of its Downtown Redevelopment Plan and the Commission has received a request to provide funding in the amount of \$10,000 to continue the Lerner on the Lawn programming through 2024, as generally described in the attached request for funding; and

WHEREAS, the Commission deems it proper and in the best interest of the community and its citizens that the Lerner on the Lawn programming continue and be properly funded.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission hereby appropriates from the Downtown Allocation Area No. 1 Special Fund, and authorizes the expenditure of, the sum of \$10,000 for the proposed Lerner on the Lawn 2024 program.
2. Such appropriation shall continue in effect until the completion of the 2024 programming season. Any surplus shall be credited to the proper fund as provided by law.

ADOPTED by unanimous vote of the Redevelopment Commission at a public meeting held on the 14th day of May 2024.

ELKHART REDEVELOPMENT COMMISSION

BY _____
Sandra Schreiber, President

ATTEST:

Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 5/1/24
Re: Lerner on the Lawn

As some of you may recall the Commission appropriated \$10,000 from the Downtown TIF last year in support of the Lerner on the Lawn concert series. Michelle Weir, Executive Director of the Lerner Theatre, has provided the attached recap of the 2023 season as well as the sponsorship request for the 2024 season. Staff is requesting the Commission appropriate \$10,000 from the Downtown TIF to support this year's series.



DATE: Wednesday, April 24, 2024

TO: City of Elkhart - Redevelopment Commission

FROM: Michelle M. Weir, Lerner Theatre Department Head

RE: Sponsorship Support Request – 2024 Lerner on the Lawn

In 2023, the Rex and Alice A. Martin Foundation and the Redevelopment Commission’s generosity enabled The Lerner, with the Friends of The Lerner, to host five vibrant, well-attended events that were free for the community on the Central Green in Downtown Elkhart. Attendees experienced a variety of performances by local, regional, and national artists at no charge, a rare opportunity made possible by this engaging summer series. Lerner on the Lawn made a large impact on our community, taking place on the last Thursday of each month in partnership with ArtWalk. Additionally, this community event series incorporated the food truck community for attendees of this event to enjoy.

We are seeking return sponsorship funding of \$10,000.00 from the Redevelopment Commission to continue this series in 2024 on the Central Green in Downtown Elkhart. The Community Foundation of Elkhart County has committed to generously sponsoring this series for 2024. Between City of Elkhart’s Redevelopment Commission and the Community Foundation of Elkhart County would be \$30,000.00 of sponsorship support to fund the series.

Below is an anticipated budget of artist fees and expenses:

Lerner on the Lawn 2024	
Artist Fees	\$ 20,200.00
Production Estimate	\$ 5,250.00
Hospitality (Hotels/Catering)	\$ 2,100.00
Marketing	\$ 6,000.00
Security/Police	\$ 1,200.00
Septic	\$ 2,155.00
Total Expenses	\$ 36,905.00

We are looking forward to a successful 2024 season on the Central Green this summer and look forward to welcoming our community to a monthly series of arts, entertainment, and community togetherness!

Thank you for your consideration.

Best regards,
Michelle M. Weir
Executive Director – The Lerner Theatre

MICHELLE WEIR
EXECUTIVE DIRECTOR

410 S. Main Street / Elkhart, Indiana 46516 / 574-293-4469 / 800-294-8223 / Fax 574-293-8096

LERNER ON THE LAWN 2023



In 2023, the generosity of the Rex and Alice A. Martin Foundation and the Redevelopment Commission enabled us to host five vibrant, well-attended events that were free for all. Attendees experienced a variety of performances by local, regional, and national artists at no charge, a rare opportunity made possible by this engaging summer series. Lerner on the Lawn made a large impact on our community, taking place on the last Thursday of each month in partnership with ArtWalk. These events seamlessly combined to attract a larger and more diverse audience to the series. Throughout Lerner on the Lawn, we proudly showcased a diverse array of musical acts to the community, supported by our sponsors.



Gizzae

Reggae Band combining a vast array of musical styles and talents

The Menus

Zany Rock and Roll Cover band showcasing a variety of costumes, gymnastics, and choreography

Dave Bennett

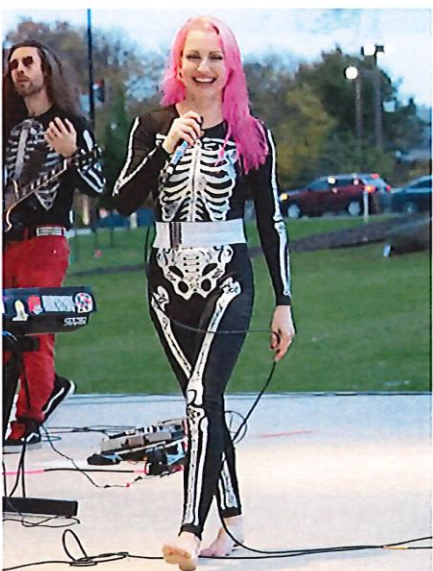
Jazz musician with a combination of Swing Era repertoire and Rockabilly Hits

Fool House

Cover Band creating The Ultimate 90's Dance Party

Hooked Like Helen

An Alt-Pop husband and wife duo performing at the juxtaposition of vulnerability and fierceness





The series owes its success to the generous support of the Rex and Alice A. Martin Foundation and the Redevelopment Commission. The Lerner staff, led by Executive Director Michelle Frank, extends our immense gratitude to all of our sponsors. We are especially grateful to the Rex and Alice A. Martin Foundation and Friends of the Lerner for their steadfast support. This series has been cornerstone for our community, bringing together diverse acts and audiences to celebrate the universal language of music. These events have provided an inclusive platform for all members of our community to enjoy, regardless of their ability to attend paid performances at the Lerner Theatre. With continued sponsorship from the Rex and Alice A. Martin Foundation and Friends of the Lerner, we anticipate this series evolving into an annual success, delivering free and diverse entertainment that mirrors the beauty of our Elkhart community.

Examples of this included:

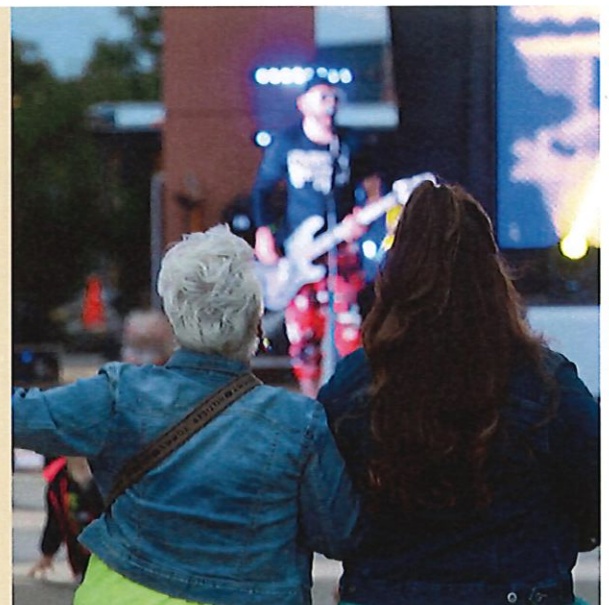
- Mentioning **sponsorship multiple times** in each introductory speech on stage before acts performed
- Creating a **unique logo** specific to the Lerner on the Lawn Series, which included our sponsors' names
- Promoting our sponsorship with the **Rex and Alice A. Martin Foundation** in every **television, radio, and print interview or ad** that came up during the series
- Froggy Radio was our promoting radio partner for the entire series. We had **five two-hour live remotes** on site at our shows, which acknowledged our sponsors
- We held **three live interviews**, to acknowledge our sponsors and inform the community of the upcoming series, two with WSBT's Hometown Living and one with WNDU.
- **Monthly media coverage** on Lerner on the Lawn concert announcements with ArtWalk
- There were **35 total posts** published on Facebook/Instagram throughout the series, including **five Facebook events**
- Overall **organic engagements** for social were approximately **268,937 impressions and 41,091 engagements**

2023 EXPENSES

Production Costs:	\$4,500.00
Artist Fees:	\$28,200.00
Hotel Costs:	\$1,350.00
Marketing Support:	\$3,000.00
Police:	\$945.00
Septic:	\$2,545.00

TOTAL EXPENSES: \$40,540.00

Rex and Alice A. Martin Foundation Sponsorship: **\$30,000.00**
 City of Elkhart Redevelopment Commission Support: **\$10,000.00**
 Friends of The Lerner Contribution: **\$540.00**



RESOLUTION NO. 24-R- 036

**RESOLUTION OF THE CITY OF ELKHART REDEVELOPMENT COMMISSION
2024 BUDGET YEAR DETERMINATION FOR TIF REVENUES**

WHEREAS, the City of Elkhart Redevelopment Commission (the “Commission”), has previously established the Aeroplex, Cassopolis Street, Consolidated South Elkhart, Downtown (1-6), and Technology Park Allocation Areas (“TIF Allocation Area”) for purposes of capturing tax increment revenues pursuant to Indiana Code 36-7-14-39 [and Indiana Code 36-7-14-39.3] (the “TIF Revenues”).

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

WHEREAS, with respect to the TIF Allocation Area, for budget year 2025, the Commission has determined the amount of the TIF Revenues projected to be collected in 2024 as well as the amount of TIF Revenues needed in 2025 to meet the Commission’s outstanding debt service or lease payment obligations, to pay for projects that are located in or directly serve or benefit the TIF Allocation Area, and to meet other purposes permitted by Indiana Code 36-7-14-39(b)(3), as set forth in the TIF DISTRICT WORKSHEET attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the City of Elkhart Redevelopment Commission as follows: the Commission has determined that (a) all potential captured assessment (as defined in 50 IAC 8-1-16) with respect to the TIF Allocation Area in 2025 shall be captured assessment (as defined in 50 IAC 8-1-10), (b) there is no excess assessed value that may be allocated to the respective taxing units prescribed in IC 36-7-14-39, and (c) overlapping taxing units as well as the Elkhart County Auditor, the Elkhart Common Council, and the DLGF in electronic format, will be notified by sending Exhibit A via Certified Mail Return Receipt Requested or Hand Delivery with written confirmation of receipt.

BE IT FURTHER RESOLVED that the President of the Redevelopment Commission is hereby authorized and directed to cause to be prepared and submitted to the Elkhart Common Council the Report required pursuant to Indiana Code 36-7-14-13(e) by not later than June 15, 2024.

ADOPTED and APPROVED at a meeting of the City of Elkhart Redevelopment Commission held on the 14th day of May, 2024.

CITY OF ELKHART
REDEVELOPMENT COMMISSION

Sandra Schreiber, President

ATTEST:

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

April 11, 2024

RE: Cassopolis Street Economic Development Area Allocation Area
Consolidated South Elkhart Economic
Development/Redevelopment Area
Allocation Area
Elkhart Aeroplex Economic
Development Area Allocation Area
Elkhart Downtown Allocation Area
No. 1, No. 2 and No. 3
Tech Park Economic Development
Area Allocation Area

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

In accordance with I.C. 36-7-25-8 (the "Act"), the City of Elkhart Redevelopment Commission (the "Commission") invites you to attend its regular meeting on May 14, 2024, at 4:00 p.m. (EDT) in the chambers of the Elkhart Common Council, 2nd Floor, Municipal Building, 229 South Second Street, Elkhart, Indiana 46516, at which it will present information for the governing bodies of all taxing units with territory within an allocation area of the Commission including:

- 1) the Commission's budget with respect to allocated property tax proceeds;
- 2) the long term plans for the allocation area;
- 3) the impact on each of the taxing units; and
- 4) whether there may be any excess assessed value to be allocated to the respective taxing units in 2025 as prescribed in I.C. 36-7-14-39.

Regards,

A handwritten signature in blue ink that reads "Sandra Schreiber". The signature is written in a cursive, flowing style.

Sandra Schreiber
President of the City of Elkhart
Redevelopment Commission

TIF District Worksheet

Name of TIF District:	AeroPlex
TIF Revenues Expected to be Collected in 2024 (estimate):	\$506,180
Projected Expenditures in 2024:	
Personnel Services	\$5,000
Bonds & Loans	\$0
Professional Services and Other Charges	\$275,000
Brownfield Services	\$0
Capital Outlay	\$200,000
Public Safety	\$0
Miscellaneous	\$0
Total Projected Expenditures	\$475,000
Percentage:	107%
If the percentage is greater than 200%, does the Redevelopment Commission propose to pass through to underlying taxing units part or all of the portion of the captured assessed value generating the excess 2024 TIF revenues over 200%?	
2024 Project(s) Identified:	Yard Hydrant Installation. Hanger Improvements. Potential Property Acquisition. Potential Tank Removal
NO: X	
YES:	

TIF District Worksheet

Name of TIF District:	Cassopolis
TIF Revenues Expected to be Collected in 2024 (estimate):	\$3,768,430
Projected Expenditures in 2024:	
Personnel Services	\$30,000
Bonds & Loans	\$0
Professional Services and Other Charges	\$275,000
Brownfield Services	\$0
Capital Outlay	\$6,700,000
Public Safety	\$0
Miscellaneous	\$0
Total Projected Expenditures	\$7,005,000
5. Percentage:	54%
6. If the percentage is greater than 200%, does the Redevelopment Commission propose to pass through to underlying taxing units part or all of the portion of the captured assessed value generating the excess 2024 TIF revenues over 200%?	
2024 Project(s) Identified:	Cassopolis Wayfinding and Public Art Master Plan Implementation, Winsor to CR 4 Streetscape improvements.
NO: X	
YES:	

TIF District Worksheet

Name of TIF District:	Consolidated
TIF Revenues Expected to be Collected in 2024 (estimate):	\$2,685,310
Projected Expenditures in 2024:	
Personnel Services	\$30,000
Bonds & Loans	\$0
Professional Services and Other Charges	\$750,000
Brownfield Services	\$20,000
Capital Outlay	\$1,850,000
Public Safety	\$0
Miscellaneous	\$200,000
Total Projected Expenditures	\$2,850,000
Percentage:	94%
<p>6. If the percentage is greater than 200%, does the Redevelopment Commission propose to pass through to underlying taxing units part or all of the portion of the captured assessed value generating the excess 2024 TIF revenues over 200%?</p>	
2024 Project(s) Identified:	South Main Streetscape, Sterling East Neighborhood Plan implementation, continued support for infill development, including both mixed use and residential, commercial area redevelopment plan(s) and implementation
NO: X	
YES: n/a	

TIF District Worksheet

Name of TIF District:	Downtown
TIF Revenues Expected to be Collected in 2024 (estimate):	\$3,657,744
Projected Expenditures in 2024:	
Personnel Services	\$30,000
Bonds & Loans	\$1,860,917
Professional Services and Other Charges	\$700,000
Brownfield Services	\$300,000
Capital Outlay	\$900,000
Public Safety	\$0
Miscellaneous	\$0
Total Projected Expenditures	\$3,790,917
Percentage:	96%
<p>6. If the percentage is greater than 200%, does the Redevelopment Commission propose to pass through to underlying taxing units part or all of the portion of the captured assessed value generating the excess 2024 TIF revenues over 200%?</p>	
2024 Project(s) Identified:	<p>environmental remediation of target redevelopment sites including but not limited to 1101 E Beardsley, Roundhouse. Development and implementation of South Main Street redevelopment plan, strategic property acquisition; Debt for allocation area 1, area 2 (Flaherty & Collins); allocation area 3 (Great Lakes Capital--Martin's Supermarkets)</p>
NO: X	
YES: n/a	

TIF District Worksheet

Name of TIF District:	Technology Park
TIF Revenues Expected to be Collected in 2024 (estimate):	\$265,540
Projected Expenditures in 2024:	
Personnel Services	\$5,000
Bonds & Loans	\$0
Professional Services and Other Charges	\$145,000
Brownfield Services	\$0
Capital Outlay	\$1,055,000
Public Safety	\$0
Miscellaneous	\$200,000
Total Projected Expenditures	\$1,405,000
Percentage:	19%
<p>6. If the percentage is greater than 200%, does the Redevelopment Commission propose to pass through to underlying taxing units part or all of the portion of the captured assessed value generating the excess 2024 TIF revenues over 200%?</p>	
2024 Project(s) Identified:	Environmental remediation and redevelopment of Walter Piano (700 W Beardsley), Fiber Expansion, Development of Area Plan.
NO: X	
YES: n/a	

RESOLUTION NO. 24-R- 037

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE
AGREEMENT FOR 121 W. FRANKLIN AND RELATED LOTS

Whereas, The Commission has offered to purchase the realty commonly referred to as 121 and 402 W. Franklin Street together with a parking lot on Second and Marion Streets, and a parking lot on Franklin and Third Street in the City of Elkhart (the "Property") from Tag Holdings, LLC and negotiated the purchase price of \$3,125,000, 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 vacant and is a property needing redevelopment under IC 36-7-14, 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 \$3,125,000.00, 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 Tag Holdings, LLC 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 \$3,125,000.00.
2. The Commission approves the terms and conditions of the Purchase Agreement.
3. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement and all other documents, and do all acts which they deem necessary and appropriate to complete the purchase of the Property.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 14th DAY OF MAY 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

PURCHASE AGREEMENT DRAFT 5/3/24

1. **PARTIES:** Tag Holdings, LLC, an Indiana limited liability company, whose address is 14140 Kanaya Circle, Granger, IN 46530 (“Seller”) agrees to sell and convey to City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation, whose address is 229 South Second Street, Elkhart, IN 46514 (“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 121 W. Franklin Street, 402 W. Franklin Street, the parking lot on the Northeast Corner of S. Second and Marion Streets, and the parking lot on the Southeast Corner of Franklin St. and 3rd St., are tracts of land situated in the City of Elkhart, Elkhart County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto, 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.

3. **PRICE:** The total purchase price shall be Three Million One Hundred Twenty Five Thousand and No/100 Dollars (\$3,125,000.00) (“Purchase Price”), payable in accordance with the terms and conditions stated in this Agreement.

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

5. **FINANCING:** This Agreement is contingent upon the Elkhart Common Council approving and committing to the acquisition and renovation of the Property for Pubhc Safety Administrative Offices and appropriating the purchase price and initial funding to begin the renovation planning process upon terms satisfactory to Purchaser.

6. **CLOSING:** The Parties will use their best efforts to close the purchase of the Property at Meridian Title Corporation within one hundred twenty (120) days from the date hereof. In the event either party is unable to do so, the closing will be extended to a mutually agreeable date sufficient to allow the parties the time needed to complete all open items.

7. **POSSESSION:** The possession of the Property shall be delivered to Purchaser at closing in its present condition, ordinary wear and tear excepted.

8. **INSPECTIONS:** Seller makes no representations or warranties regarding the physical condition of the Property. Purchaser is relying upon its own inspections and agrees that upon closing title will pass to Purchaser in its AS IS/WHERE IS CONDITION. All inspections will be completed, at Purchaser's option and sole expense, within ninety (90) days of the date hereof, and Purchaser shall have access to the Property to perform all such inspections as set forth in Paragraph 15 herein. If Purchaser reasonably believes the inspections disclose a major problem with the Property and the Seller is unable or unwilling to remedy the problem, or Purchaser determines, in its sole discretion, that the Property is not suitable for its intended use, this Agreement may be terminated, or the problem waived by Purchaser. In the event of termination, neither party shall be under any further liability to the other.

9. **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.

10. **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.

11. **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.

12. **INSURANCE:** Unless Purchaser elects and is able to assume and continue the existing insurance in force, insurance shall be canceled as of the Closing Date and the Purchaser shall provide its own insurance.

13. **SURVEY:** Seller will provide Purchaser within fifteen (15) days hereof, a copy of any existing survey of the Property. Seller shall permit Purchaser to obtain, at Purchaser's expense, an ALTA survey for the Property prepared in insurable form in accordance with standards applicable to registered and licensed land surveyors in the State of Indiana. Said survey shall be certified to the Title Company and the Purchaser and shall show: (i) the courses and distances of all boundary lines of the Property (including appurtenant easements), the location of all improvements situated on or above such Property and on or above any easements or rights of way affecting the Property, (ii) the absence of any encroachment of adjoining properties or improvements onto such Property, the absence of any encroachment of any Improvement onto any adjoining property and the absence of any other title defect, (iii) the location of all easements

burdening such Property and the absence of any encroachment by an Improvement onto the areas of any such easement, (iv) the location of all roadways, alleys, rights of way and the like abutting or within such parcel and (v) unrestricted access from such parcel to a public street at and over the driveways and accessways currently being used in connection with the operation of such parcel, except for encroachments or other facts or conditions that do not, individually or in the aggregate, (i) interfere in any material respect with the use, occupancy or operation of such Property as currently used, occupied or operated or (ii) materially reduce the fair market value of such Property below the fair market value it would have but for such encroachment or other fact or condition.

14. **ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES:**

a. Definitions: For purposes of this Contract, the following words and phrases shall have the following meanings:

“Environment” shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium.

“Environmental Condition” shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order, or liability to or against Seller or Purchaser by any third party (including, without limitation, any government entity), including, without limitation, any condition resulting from the operation of Seller’s business and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property.

“Environmental Law” shall mean any environmental or health and safety-related law, regulation, rule, ordinance, or by-law at the federal, state or local level, whether existing as of the date hereof, or previously in force.

“Permit” shall mean any environmental permit, license, approval, consent, or authorization issued by a federal, state, or local governmental entity.

“Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the Environment.

“Threat of Release” shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

b. Representations and Warranties: Seller represents and warrants to Purchaser such representations and warranties to be true and correct on the date hereof and as of the Closing Date, that:

- (1) Seller, and any other person or entity for whose conduct it is or may be held responsible, has no liability under, has never violated, and is presently in compliance with all Environmental Laws applicable to the Property and any facilities and operations thereon, and, to the best of Seller's knowledge, there exist no Environmental Conditions with respect to the Property or any facilities or operations thereon;
- (2) Seller, and any other person or entity for whose conduct it is or may be held responsible, has not generated, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced, or processed any Hazardous Material or any solid waste at the Property, except in compliance with all applicable Environmental Laws, and has no knowledge of the Release or Threat of Release of any Hazardous Material at or in the vicinity of the Property;
- (3) No lien has been imposed on the Property by any governmental agency at the federal, state, or local level in connection with the presence on or off the Property of any Hazardous Material;
- (4) Seller, and any other person or entity for whose conduct it is or may be held responsible, has not: (a) entered into or been subject to any consent decree, compliance order or administrative order with respect to the Property or any facilities or operations thereon; (b) received notice under the citizen suit provision of any Environmental Law in connection with the Property or any facilities or operations thereon; (c) received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any Environmental Condition relating to the Property or any facilities or operations thereon; or (d) been subject to or threatened with any governmental or citizen

enforcement action with respect to the Property or any facilities or operations thereon; and Seller, and any other person or entity for whose conduct it is or may be held responsible, has no reason to believe that any of the above will be forthcoming.

15. ENVIRONMENTAL INSPECTIONS:

Purchaser shall have ninety (90) days to evaluate the environmental condition of the Property and to conduct, at Purchaser's option and expense, a Phase I and Phase II Environmental Inspection (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 Environmental 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 and the return of any Earnest Money Deposit to the Purchaser. Upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

16. **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.

17. **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.

18. **PURCHASER’S CONDITIONS TO CLOSING:**

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

- (1) The Elkhart Common Council has appropriated the funding required under Paragraph 5 above.
- (2) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.

- (3) 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.
- (4) 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.
- (5) Any Survey required hereunder is in form and substance acceptable to Purchaser.
- (6) The Purchaser shall have received an affidavit of the Seller, sworn to under penalty of perjury, setting forth the Seller's name, address and Federal tax identification number and stating that such Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (the "Code"), or, alternatively, if applicable, a statement issued by the Seller and otherwise in the form required by the Code certifying that the Seller was not a "United States real property holding company" within the meaning of the Code at any time during the five years preceding the Closing Date. If, on or before the Closing Date, the Purchaser shall not have received each such affidavit or such statement, the Purchaser may withhold from the Purchase Price payable pursuant hereto at Closing to Seller such sums as are required to be withheld therefrom under Section 1445 of the Code.
- (7) Purchaser and/or the Title Company shall have received such other 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.

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 Earnest Money Deposit, together with any interest accrued thereon, and 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.

19. 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 any funds and 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.

20. 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.

21. 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 Earnest Money and 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.

22. **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.

23. **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 the standard printed exceptions deleted;
- (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.

24. **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.

25. **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.

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: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Date: _____, 2024

“SELLER”

Tag Holdings, LLC

By: _____,
_____, Manager

Date: _____, 2024

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL A (From Part 1A, Item 7)

Tract I: Lot Number 13 as the said Lot is known and designated on the recorded Plat of the First South (Babcock's) Addition to the Village of Elkhart (now City) in Elkhart County, State of Indiana, said Plat being recorded in Deed Record 3, page 291 in the Office of the Recorder of Elkhart County, Indiana.

Tract II: Lot Number 14 as the said Lot is known and designated on the recorded Plat of First South (Babcock's) Addition to the Village (now City) of Elkhart, Indiana, said Plat being recorded in Deed Record 3, page 291 in the Office of the Recorder of Elkhart County, Indiana.

ALSO the South $\frac{1}{2}$ of the vacated alley lying adjacent to the North of said property.

LESS AND EXCEPTING THEREFROM:

A part of the North $\frac{1}{2}$ of Lot Numbered 14 as the said Lot is known and designated on the recorded Plat of the First South (Babcock's) Addition to the Village (now City) of Elkhart; said Plat being recorded in Deed Record 3, page 291 in the Office of the Recorder of Elkhart County, State of Indiana and being more particularly described as follows:

Beginning at the Southwest corner of the North $\frac{1}{2}$ of said Lot; thence North along the West line thereof, 2.68 feet; thence East parallel with the South line of said North $\frac{1}{2}$ of said Lot, 1.75 feet; thence South parallel with the West line of said Lot, .4 feet; thence East, parallel with the South line of said North $\frac{1}{2}$ of said Lot, 64.7 feet; thence South parallel with the West line of said Lot, .45 feet; thence East, parallel with the South line of said North $\frac{1}{2}$ of said Lot, 56.6 feet; thence South parallel with the West line of said Lot, 1.82 feet to the South line of the North $\frac{1}{2}$ of said Lot; thence West along said South line, 123.04 feet to the place of beginning.

ALSO EXCEPTING:

A part of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of Lot Number 14 as the said Lot is known and designated on the recorded Plat of The First South (Babcock's) Addition to the Village (now City) of Elkhart, said Plat being recorded in Deed Record 3, page 291 in the Office of the Recorder of Elkhart County, Indiana, and being more particularly described as follows:

Beginning at the Northwest corner of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Lot; thence South along the West line thereof .5 feet; thence East, parallel with the North line of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Lot, 1.76 feet; thence North parallel with the West line of said Lot, .25 feet; thence East, parallel with the North line of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Lot, 41.65 feet; thence North, parallel with the West line of said lot, .25 feet to the North line of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Lot; thence West, along said North line, 43.41 feet to the beginning.

ALSO EXCEPTING: The North $\frac{1}{2}$ of the South $\frac{1}{2}$ of Lot Number 14 as the said Lot is known and designated on the recorded Plat of The First South (Babcock's) Addition to the Village (now City) of Elkhart, said Plat being recorded in Deed Record 3, page 291 in the Office of the Recorder of Elkhart County, Indiana.

Tract III: Lots Numbered 15 and 16 as the said Lots are known and designated on the recorded Plat of First South (Babcock's) Addition to the Village (now City) of Elkhart, Indiana, said Plat being recorded in Deed Record 3, page 291 in the Office of the Recorder of Elkhart County, Indiana.

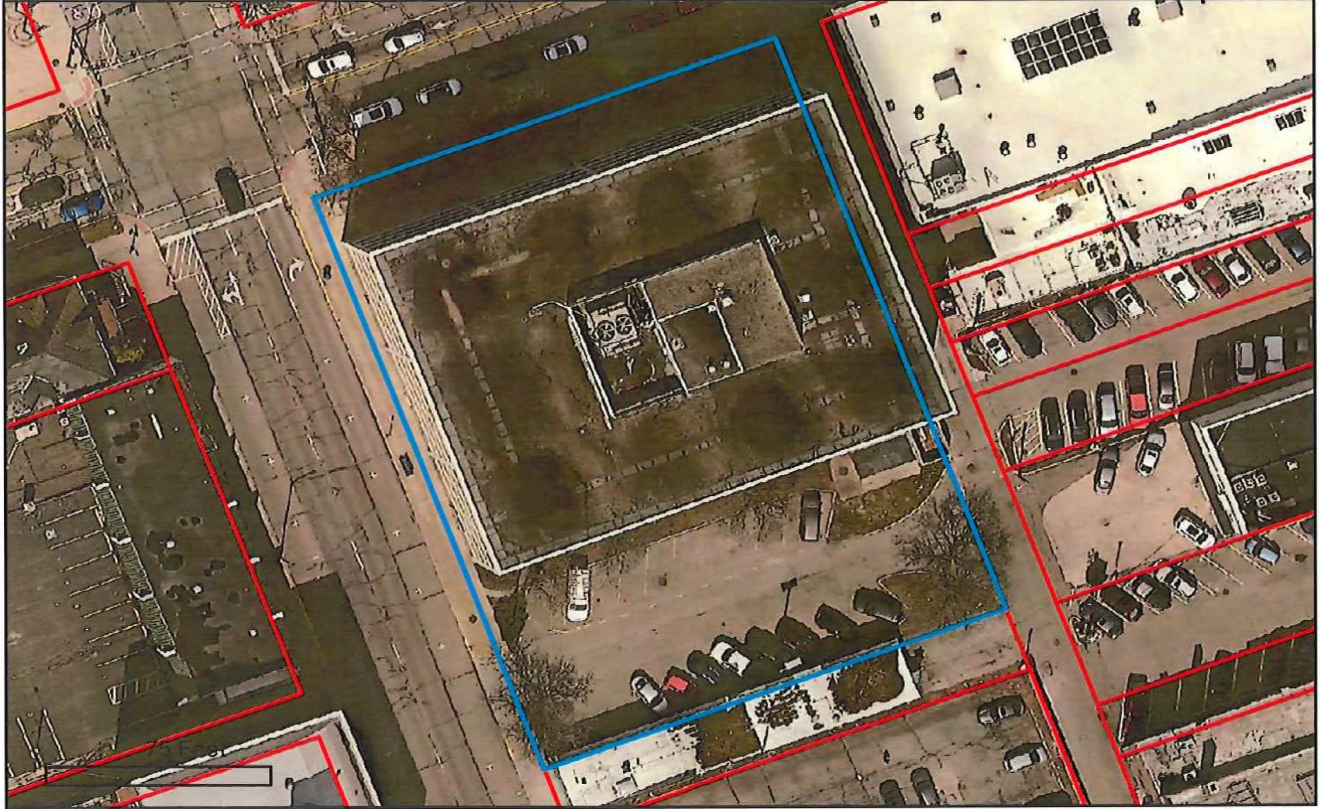
ALSO: The North $\frac{1}{2}$ of the vacated alley lying adjacent to the South of said property.

Tract IV: Lots Numbered 216 and 217, as said Lots are known and designated on the recorded Plat of Second South and Western Addition (also known as Beardsley's Second South and Western), said Plat being recorded in Deed Record 3, page 538 in the Office of the Recorder of Elkhart County, Indiana.

Tract V: Lot Numbered 183 as the said Lot is known and designated on the recorded Plat of Beardsley's Second South and Western Addition to the town (now City) of Elkhart, Indiana, said Plat being recorded in Deed Record 3, page 538 in the Office of the Recorder of Elkhart County, Indiana.

Elkhart County, IN

121 W FRANKLIN, ELKHART, IN 46516
20-06-05-455-002.000-012



Parcel Information

Parcel Number: 20-06-05-455-002.000-012
Alt Parcel Number: 06-05-455-002-012
Property Address: 121 W FRANKLIN
ELKHART, IN 46516
Neighborhood: 1246023-Commercial-Acre-Fringe-
Average Rate (012)
Property Class: Commercial: Full Service Bank - 444
Owner Name: TAG HOLDINGS LLC
Owner Address: 14140 KANAYA CIRCLE
GRANGER, IN 46530
Legal Description: FIRST SOUTH ADD LOT 15 & 16 & N 41'
LOT 14 &; VAC ALLEY BET; (TIF 75)

Taxing District

Township: CONCORD TOWNSHIP
Corporation: Elkhart Community Schools

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
Primary Com & Ind	0.837	

Elkhart County, IN

S SECOND ST, ELKHART, IN 46516
20-06-05-455-007.000-012



Parcel Information

Parcel Number: 20-06-05-455-007.000-012
Alt Parcel Number: 06-05-455-007-012
Property Address: S SECOND ST
ELKHART, IN 46516
Neighborhood: 1246023-Commercial-Acre-Fringe-
Average Rate (012)
Property Class: Commercial: Parking Lot or Structure - 456
Owner Name: TAG HOLDINGS LLC
Owner Address: 14140 KANAYA CIRCLE
GRANGER, IN 46530
Legal Description: FIRST SOUTH ADD LOT 13 & S 1/2 S
1/2 LOT 14; (TIF 75)

Taxing District

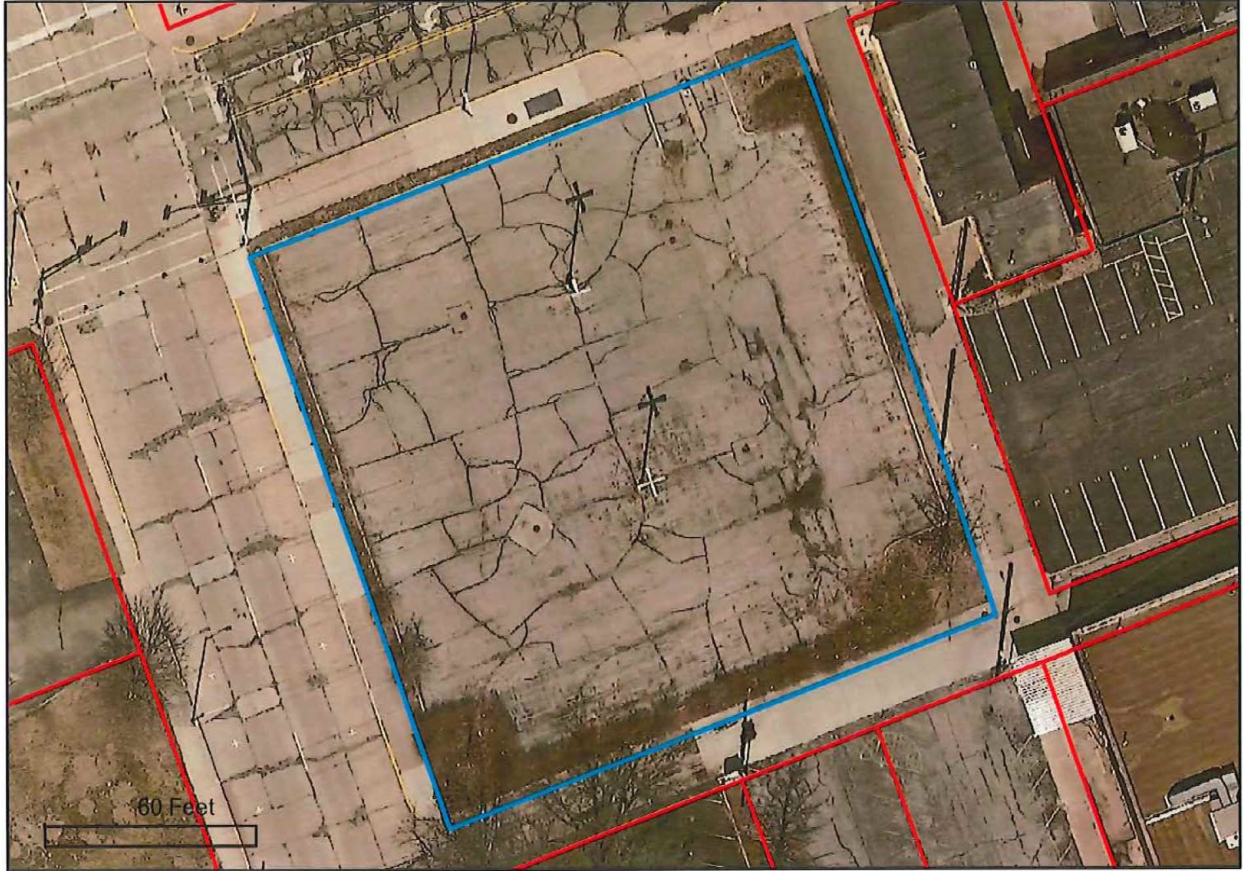
Township: CONCORD TOWNSHIP
Corporation: Elkhart Community Schools

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
Secondary Com & Ind	0.391	

Elkhart County, IN

W FRANKLIN, ELKHART, IN 46516
20-06-05-454-001.000-012



Parcel Information

Parcel Number: 20-06-05-454-001.000-012
Alt Parcel Number: 06-05-454-001-012
Property Address: W FRANKLIN
ELKHART, IN 46516
Neighborhood: 1246032-Commercial-Acre-Rural-Fair
Rate (012)
Property Class: Commercial: Parking Lot or Structure - 456
Owner Name: TAG HOLDINGS LLC
Owner Address: 14140 KANAYA CIRCLE
GRANGER, IN 46530
Legal Description: SECOND SOUTH & WESTERN LOTS; 216 &
217; (TIF 75)

Taxing District

Township: CONCORD TOWNSHIP
Corporation: Elkhart Community Schools

Land Description

<u>Land Type</u>	<u>Acres</u>	<u>Dimensions</u>
Secondary Com & Ind	0.628	

Elkhart County, IN

402 W FRANKLIN, ELKHART, IN 46516
20-06-05-384-011.000-012



Parcel Information

Parcel Number: 20-06-05-384-011.000-012
Alt Parcel Number: 06-05-384-011-012
Property Address: 402 W FRANKLIN
ELKHART, IN 46516
Neighborhood: 1246032-Commercial-Acre-Rural-Fair
Rate (012)
Property Class: Commercial: Parking Lot or Structure - 456
Owner Name: TAG HOLDINGS LLC
Owner Address: 14140 KANAYA CIRCLE
GRANGER, IN 46530
Legal Description: SECOND SOUTH & WESTERN LOT 183

Taxing District

Township: CONCORD TOWNSHIP
Corporation: Elkhart Community Schools

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
Secondary Com & Ind	0.314	

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
April 2024 Invoice
Total Current
Work
\$15,860.89