



City of Elkhart
Redevelopment Commission

AMENDED

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, JUNE 11, 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=mb163132d7aa48354d0e35a8ea1a3875f>

enter **2302 381 6392** as the event number and **RDC6** as the event password.

To join by phone, call **1-415-655-0001**, enter **2302 381 6392##**

*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
 - May 14, 2024 Regular Meeting Minutes
3. New Business
 - a) Open Bid
 - b) 1000 Block Main Street Development
 - Garrison Frazier will give presentation
 - c) River District Zones 2 and 3
 - Dave Weaver will give presentation
 - d) 930 South Main Access Agreement
 - Approve site access agreement giving permission to enter property to Indiana Brownfields Program Petroleum Orphan Sites Initiative.
 - e) 2101-2111 South Main Purchase Agreement
 - Approve purchase and development agreement for 2101-2111 South Main Street.

f) Freight Street RFP Release

- Approve offering lots on Freight Street and St. Joseph Street for sale

g) South Main Demo – Cross Excavating

- Approve contract change order for South Main demolition and appropriate \$9,020.37 from Downtown Allocation Area No. 1 Special Fund.

h) 142 State Street

- Authorize appraisals for 142 State Street property and appropriate \$900 from Community Development Block Grant 2023 Program Funds.
- Authorize the offering of real estate for sale under 36-7-14-22

i) 2440 Francis Street

- Approve Subordination Agreement changes for 2440 Francis

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, May 14, 2024
4:00 p.m.

PRESENT: Willie Brown, Dina Harris, Dorisanne Nielsen, Gerry Roberts, Sandi Schreiber, Wes Steffen, Gary Boyn, Sherry Weber (Recording Secretary), Mary Kaczka, Bradley Tracy, Alex Holtz, Craig Gibson, Stephanie Kroll, Jim Skillen, and David Nufer

PRESENT BY WEBEX: Chris Pottratz, Mike Huber, Adam Fann, Corinne Straight, Arvis Dawson, Lewis Anne Deputy, ML, and TS

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 MAY 14, 2024 AGENDA

Ms. Schreiber asked for a motion to amend the May 14, 2024 Agenda. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.

APPROVAL OF APRIL 9, 2024 REGULAR MEETING MINUTES

Ms. Schreiber asked for a motion to approve the April 9, 2024 Regular Meeting Minutes. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, minutes approved.

NEW BUSINESS

A. OPENING OF BIDS

Staff will open RFP for development of 1000 block of South Main towards the end of the meeting.

B. PHASE 1 PROPOSAL

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the proposal and employment of Heron Environmental to conduct Phase 1 at 121 W. Franklin St., 402 W. Franklin St., 420 S. Second St., and 1111 Prairie St. and appropriate \$4,000 from Brownfield Services. Moved by Mr. Roberts. Seconded by Mr. Brown. Voice vote. All in favor, motion approved.

C. 420 S SECOND STREET

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the purchase of 420 South Second Street for the price of \$150,000, approve the purchase agreement terms and conditions and appropriate \$160,000 from Downtown Allocation Area No. 1 Special Fund. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote. All in favor, motion approved.

D. 1000 BLOCK TANK TESTING

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the services of Roberts Environmental UST Soil Test Services at the 1000 block of South Main and appropriate \$6,650 from Downtown Allocation Area No. 1 Special Fund. Moved by Mr. Brown. Seconded by Mr. Roberts. Voice vote. All in favor, motion approved.

E. SOUTH MAIN PARKING LOT DEMOLITION PROJECT

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve change order with Cross Excavation and Demolition, LLC to install a fence around the property and appropriate \$9,000 from Consolidated TIF. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.

F. 1111 PRAIRIE STREET

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the purchase of property at 1111 Prairie Street for \$25,000 on the terms set forth in the purchase agreement, approving those terms and appropriate \$30,000 from Downtown Allocation Area No. 1 Special Fund to cover the purchase price and any related closing costs. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote. All in favor, motion approved.

G. OSBORNE PURCHASE AGREEMENT

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the terms and conditions of the addendum to purchase agreement for Freight Street/St. Joseph Street properties between the City of Elkhart and David Osborne and authorize the execution of that document. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.

H. 2101-2111 PURCHASE OFFER

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the site plan presented and to approve purchase offer of \$10,000 for corner of South Main Street and Lusher Avenue (2101-2111 South Main Street) and request that the staff negotiate with the potential buyer on the terms of a purchase agreement to be brought back for approval by the commission. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote. All in favor, motion approved.

I. LERNER ON THE LAWN

Mr. Bradley Tracy addressed the commission and answered their questions. Ms. Schreiber asked for a motion to authorize the expenditure for Lerner on the Lawn 2024 Program and appropriate \$10,000 from Downtown Allocation Area No. 1 Special Fund. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote. All in favor, motion approved.

J. TAX ALLOCATION

Mr. Mike Huber presented on no excess TIF to taxing districts. He addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the resolution for the 2024 budget year determination for TIF revenues and determining that there will be no excess TIF to be shared with overlapping tax districts. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.

K. PURCHASE AGREEMENT FOR 121 W FRANKLIN

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to accept the counter offer from Tag Holdings, LLC to sell the real estate to the commission at the pricing on the terms set forth in the purchase agreement and approve the increase of its offer to purchase 121 W. Franklin and related lots for \$3,125,000 and approve the terms and conditions of the purchase agreement as submitted. Moved by Mr. Brown. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.

L. ART WALK

Mr. Mike Huber and Mr. Craig Gibson (from Premier Arts) addressed the commission and answered their questions. Ms. Schreiber asked for a motion to authorize the expenditure funds for Art Walk 2024 and appropriate \$23,000 from Allocation Area No. 1 Special Fund for the proposed Art Walk 2024 programs. Moved by Mr. Roberts. Seconded by Mr. Brown. Voice vote. Four in favor, one opposed. Motion carried.

A. OPENING OF BIDS (Revisited)

Staff opened the request for proposal on the development of 1000 block South Main submitted by Garrison Frasier. Staff will review and report back to the commission. This is the only RFP submitted for this project.

STAFF UPDATES

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

- **1101 Beardsley** – Had a meeting with Indiana Finance Authority as well as Indiana Brownfield and finalized documents. All documentation has been signed and sent off to Indiana Finance Authority as well as the Indiana Brownfield program for their files. We will follow through with update to the remedial work plan, establish a repository for all documents and follow up on oversight from EPA. Then we can move forward with the remediation process.
- **Roundhouse** – EPA was on site a couple of weeks ago doing some additional asbestos testing. Test results did come back positive so they are currently working through next steps for remediation. EPA had some ideas on funding sources at their disposal to come in and remove

portions of the site. We are in negotiations on how and what that looks like. They seem to be pretty positive as far as being able to fund portions of the remediation.

- **State Road 19** – Going well. Premium Concrete has supplied drone footage of the area. Adam will send this out to the commissioners.
- **County Tax Sale Deeds** - We are in the process of finalizing deeds on properties the commission will be receiving from the county tax sale.

OTHER BUSINESS

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for \$15,860.89. Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$15,860.89. Moved by Mr. Steffen. Seconded by Mr. Roberts. Voice vote. All in favor, invoice approved.

The commissioners have TIF Reports

PUBLIC COMMENT

No one from the public was there at address the Commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. It was moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote. All in favor, motion approved. The meeting adjourned at 5:01 p.m. Next meeting is on Tuesday, June 11, 2024 at 4:00 p.m. in Council Chambers.

Sandra Schreiber, President



City of Elkhart
Redevelopment Commission

Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For May 10, 2024

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

PRESENT BY WEBEX: Chris Pottratz, Gerry Roberts, ML

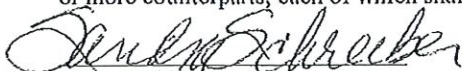
The Commission reviewed each agenda item and staff explained the status of each matter to date and the need for and purpose of the proposed Resolution to be acted upon at the upcoming Elkhart Redevelopment Commission meeting on May 14, 2024.

SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
INDIANA BROWNFIELDS PROGRAM
PETROLEUM ORPHAN SITES INITIATIVE

This Site Access Agreement ("Agreement") is made by and between City of Elkhart ("Owner"), the Indiana Brownfields Program ("Program"), and _____ ("Consultant") regarding the Owner's property located at 930 S Main St Elkhart, Elkhart County, Indiana ("Site"), Site Identification Number 4070470. The Program requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation and/or remediation activities associated with petroleum and/or hazardous substances contamination.

1. Owner hereby gives permission to the Consultant or other authorized environmental contractors, Indiana Department of Environmental Management ("IDEM") employees, Indiana Finance Authority ("IFA") employees, or other designees authorized by the Program and/or the Consultant (collectively, "Authorized Parties") to enter upon the Site to perform investigation and/or remediation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner and the Consultant and acceptance of the Agreement by the Program.
2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:
 - a. Having access to areas where contamination may exist, including areas where underground storage tanks ("USTs"), aboveground storage tanks ("ASTs") or petroleum and/or hazardous substances releases are, or are suspected to be, located;
 - b. Investigation and/or remediation of soil and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, video taping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate by the Program and the like.
 - c. Removal, treatment and/or disposal of contaminated soil, water and solid and/or hazardous waste, which may include the installation of contaminant recovery wells or other treatment systems.
 - d. Excavation and disposal of USTs, associated piping and system components, including tank contents.
 - e. On-Site observation and oversight of environmental investigation and/or remediation activities.
 - f. Disclosure of environmental information as required by law.
3. Upon completion of the investigation and/or remediation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities, but not including paving or concrete replacement at ground surface.
4. In the event there is residual contamination after completion of investigation and/or remediation activities, one or more land use restrictions (e.g., prohibiting ground water use) may be necessary to ensure safe use of the Site. Such restriction(s) will be required to be implemented through recordation of an environmental restrictive covenant (ERC) on the deed for the Site. By executing this Agreement, the Owner is agreeing to record such an ERC on the deed for the Site in the County Recorder's Office if it is required by the Program to achieve closure under the IDEM *Remediation Closure Guide* (March 22, 2012 and applicable revisions). The Owner is responsible for the costs of recording such an ERC.
5. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site.

6. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.
7. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.
8. Neither the State nor the IFA is providing any indemnification, either jointly or severally, to the Owner, the Consultant or its agents, assigns or designees.
9. The Program will supply to Owner all information derived from the environmental investigation or remedial activities conducted at the Site. The Program may use such information for any purpose at the Program's sole discretion. The Consultant will hold in confidence all such information except as instructed by the Program and the Owner or as required to be disclosed by law.
10. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.
11. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.
12. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.
13. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.
14. This Agreement shall expire upon the Program's issuance of a No Further Action letter to the Owner indicating completion of project activities under the POSI grant award.
15. Copies of this Agreement may be executed separately by the parties, and once executed by the parties to this Agreement, all such copies taken together shall constitute a single contract. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes.



City of Elkhart
Site Owner

5/30/24
Date


Witness

5-30-24
Date

Site Owner's Telephone Number: 574.522.4855

Site Owner's Mailing Address (if other than Site address): 201 S 2ND ST.

ELKHART, IN 46516

For the benefit of (Insert consulting firm's name):

Consulting firm's signature

Date

Accepted by the Indiana Brownfields Program by:

Andrea Robertson Habeck
Technical Review Coordinator, Indiana Brownfields Program

Date

RESOLUTION NO. 24-R- 038

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF
ELKHART, INDIANA, APPROVING PURCHASE AND DEVELOPMENT AGREEMENT
2101-11 SOUTH MAIN STREET

Whereas, The Commission owns the real estate at 2101-11 South Main in the City of Elkhart (the "Real Estate") and has offered the Real Estate for sale pursuant to IC 36-7-14-22, subject to the parties agreeing upon the terms of a Development Agreement for the Property; and

Whereas, David A Nufer, LLC ("Nufer") has offered to purchase the Real Estate for \$10,000.00, and proposes to develop the real estate by constructing a Burton's Laundry to be operated on the site at a construction and equipment cost of not less than \$2,350,000, as more fully described in the attached Agreement; and

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

Whereas, the Commission has reviewed the Agreement and believes it is in the best interest of the City and its inhabitants to sell the Real Estate to Nufer substantially in accordance with the terms set forth in the Agreement (the "Sale").

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Sale substantially on the terms set forth in the Agreement attached hereto.
2. The Commission approves the terms and conditions of the Agreement and authorizes the President to approve any non-material revisions thereto she deems appropriate.
3. The Officers of the Commission are hereby authorized to execute and deliver the Agreement, and all other Documents, and do all acts, which they deem necessary and appropriate to complete the Sale and carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11TH
DAY OF JUNE 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

PURCHASE AND DEVELOPMENT AGREEMENT

1. **PARTIES:** City of Elkhart Department of Redevelopment, an Indiana municipal corporation (“Seller”) agrees to sell and convey to David A Nufer, LLC, an Indiana limited liability company, whose address is 2409 Mishawaka Avenue, South Bend, IN 46615, (“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 2101-2111 S. Main 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 Ten Thousand Dollars (\$10,000.00) (“Purchase Price”), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** One Thousand Dollars (\$1,000.00) is deposited with Meridian Title Corporation as Earnest Money. If this Agreement is terminated by Purchaser, with cause as specified herein and within the applicable time period, the earnest money will be refunded to Purchaser. If Purchaser terminates the Agreement without cause, the Earnest Money will be forfeited to Seller as provided herein.

5. **FINANCING:** This Agreement is not contingent upon financing.

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, 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 AS IS at closing.

8. **INSPECTIONS:** Purchaser has been afforded the option of having the

Property inspected, waives such right, affirms that it has conducted its own review of the Property and purchases the same AS IS.

9. **REAL ESTATE TAXES:** All real estate taxes assessed for the current and any prior calendar year and remaining unpaid, shall be paid by Purchaser.

10. **OTHER TAXES:** Purchaser 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:** Insurance shall be canceled as of the Closing Date and the Purchaser shall provide its own insurance.

13. **SURVEY:** No survey is required.

14. **TITLE 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, subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment"). If Purchaser has an objection to items disclosed in such Commitment, Purchaser shall promptly make written objection to Seller. If Purchaser makes such objections or if the objections are disclosed in the Commitment 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, and receive a refund of any earnest money deposit, or (b) waive the unsatisfied objections and close the transaction.

15. **UTILITIES AND SPECIAL ASSESSMENTS:** Purchaser, assumes and shall pay public utility charges outstanding on the day of closing. Purchaser assumes and agrees to pay all special assessments for municipal improvements which are completed both before and after the date of this Purchase Agreement.

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

a. Purchaser's obligations under this Agreement are expressly conditioned

upon the occurrence of the following events:

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

(2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Limited Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.

(3) 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 the Earnest Money Deposit. Except as otherwise herein specifically provided, upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

17. SELLER'S CONDITIONS TO CLOSING:

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

(1) The representations and warranties of Purchaser set forth herein shall have been true and correct when made and as of the Closing Date in all material respects.

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

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement and receive 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.

18. SALES EXPENSES: Seller and Purchaser agree that all sales expenses are

to be paid in cash prior to or at the closing as follows:

a. Seller's Expenses. Seller shall be responsible for and pay all costs for releasing existing liens and recording the releases.

b. Purchaser's Expenses. Purchaser agrees to pay all recording fees; all closing fees including document preparation costs; the Owner's Title Policy Premium; copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and all other sale expenses.

19. **DEFAULT:** If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Purchaser, Seller's sole obligation shall be to return promptly any Earnest Money; provided, however, Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by Purchaser and deduct that amount from the Purchase Price. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

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

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

a. At the closing, Seller shall deliver to Purchaser, the following:

(1) A duly executed and acknowledged 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 subject only to the standard printed exceptions contained in the usual form of the Title Policy;

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

(4) Execute all other necessary documents to close this transaction.

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

(1) Pay the cash portion of the Purchase Price and all other costs assumed by Purchaser in the form of a certified or cashier's check or wire transfer if required by the title company;

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

(3) Execute all other necessary documents to close this transaction.

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

23. **REQUIRED IMPROVEMENTS; COVENANTS:**

a. Purchaser commits to investing not less than \$1,600,000.00 for building improvements and \$750,000.00 for equipment at the Property to create a self-service laundry, as set forth in The Purchaser's offer attached hereto as Exhibit B, which will open for business within 12 months of the date of the Deed (the "Improvements").

b. Purchaser shall commence construction of the improvements to the Property within Two (2) months after the date of Deed and complete the improvements within Ten (10) months after the date of the Deed. The Deed shall expressly provide these conditions shall be covenants running with the land.

c. Purchaser further commits to obtain all required building permits, zoning clearances and comply with all applicable regulatory requirements, and to submit to Seller within Thirty (30) days of the date hereof evidence satisfactory to Seller that Purchaser has equity capital and financing commitments necessary to construct the project.

d. Purchaser acknowledges that its commitment to timely complete the

improvements is the primary reason its offer was accepted and is part of the consideration of this Contract. THIS SECTION 23 SHALL SURVIVE CLOSING.

24. **RIGHT OF REVERTER:**

a. If the Purchaser defaults in its obligation to construct the Improvements within the specified timetable, or abandons or suspends its construction work, and such default continues for more than three (3) months after written demand from Seller, the Seller may re-enter the Property and terminate (and re-vest in The Agency) the estate conveyed by the Deed to the Purchaser, it being the intent of this Agreement that the conveyance of the Property to the Purchaser is made upon, and the Deed shall contain a condition subsequent to the effect that if the Purchaser defaults in its promise and obligation to timely construct and complete the Improvements, and does not cure that default within the specified time, the Seller may, at its option, declare a termination in its favor, and all of the rights and interests in and to the Property conveyed by the Deed to the Purchaser its successors and assigns, shall revert to and re-vest in the Seller provided, however, that such reversion of title shall be subject to and limited by the lien of any mortgage on the Property.

b. Resale of Reacquired Property; Disposition of Proceeds. Upon the re-vesting in the City of title to the Property or any part thereof, the City shall use its best efforts to resell the Property as soon and in such manner as the City shall find feasible, to a qualified purchaser who will assume the obligation to make or complete the Improvements or such other improvements in their stead as shall be satisfactory to the City. Upon such resale of the Property, the proceeds thereof shall be applied:

(1) First, to reimburse the City, on its own behalf or on behalf of the City, for all costs and expenses incurred by the City, including but not limited to salaries of personnel, and attorneys' fees, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the

time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Purchaser and its successor or transferee; and

(2) Second, to reimburse the Purchaser, its successor or transferee, up to the amount equal to (a) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (b) any gains or income withdrawn or made by it from the Agreement or the Property. Any balance remaining after such reimbursements shall be retained by the City as its property.

THIS SECTION 24 SHALL SURVIVE CLOSING.

25. **CERTIFICATE OF COMPLETION:** Purchaser shall notify Seller at such time as its Project on the Property has been completed. Upon Seller's examination of the Premises and confirmation of that assertion, Seller will execute and record a certificate that the Project is completed, and the reserved rights of Seller, including the reversionary rights, are terminated. THIS SECTION 25 SHALL SURVIVE CLOSING.

26. **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.

27. **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 it negotiate with any third person or entity for the sale of this Property.

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

Agreement.

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

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

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

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

h. Time is of the essence of this Agreement.

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

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

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

[Signature Page to Follow]

“PURCHASER”

David A. Nufer, LLC

By: _____
David A. Nufer, Managing Member

2409 Mishawaka Ave., South Bend, IN 46615
Purchaser’s Address for Notice Purposes

20-822-6589
Purchaser’s S.S. # or Taxpayer I.D. #

“SELLER”

City of Elkhart Department of
Redevelopment

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

229 S. Second St., Elkhart, IN 46516
Seller’s Address for Notice Purposes

35-600-1016
Seller’s S.S. # or Taxpayer I.D. #

Optional provisions for Commercial Real Estate Purchase Agreement:

EXHIBIT A

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

LOTS NUMBERED 26, 27, 28, 29 AND 30 AS THE SAID LOTS ARE KNOWN AND DESIGNATED ON THE RECORDED PLAT OF LONG'S ADDITION TO DINEHART PLACE, AN ADDITION TO THE CITY OF ELKHART, INDIANA; SAID PLAT BEING RECORDED IN PLAT BOOK 1, PAGE 39 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

Property address: 2101 S. Main St., Elkhart, IN 46516
2111 S. Main St., Elkhart, IN 46516

Tax ID No.: 20-06-16-202-017.000-012
20-06-16-202-018.000-012
20-06-16-202-019.000-012
20-06-16-202-020.000-012

RESOLUTION NO. 24-R-039

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING OFFERING LOTS ON FREIGHT AND ST JOSEPH STREETS FOR SALE

Whereas, The Commission has acquired certain real estate commonly referred to as 117 Freight Street and 214 St Joseph Street in the City and County of Elkhart, Indiana and described in the attached Request for Proposals (the "Real Estate"), has obtained appraisals on the Real Estate, and believes it is in the best interest of the City and its inhabitants to offer the Real Estate for sale in accordance with I.C. 36-7-14-22.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby authorizes offering the Real Estate for sale, in accordance with the Request for Proposals attached hereto (the "Request") at the offering prices set forth therein.
2. The staff will cause a notice to be published in accordance with IC 5-3-1 as required by statute, in substantially the form attached hereto, designating the time the commission will open and consider written offers.
3. If no offers are received, or no acceptable offers are received, the Officers of the Commission are authorized, if they deem it necessary, to dispose of the property at public sale or private negotiation, or list the property with real estate experts, provided that, for a period of 30 days after the opening of written offers, the property may not be sold for less than the offering price contained in the Request.
4. The Officers of the Commission are hereby authorized to execute and deliver all the Documents and to do all acts which they deem necessary and desirable to complete the transactions contemplated therein.

ADOPTED BY MAJORITY VOTE THIS 11TH DAY OF JUNE 2024.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

NOTICE OF PUBLIC MEETING TO OPEN AND
CONSIDER WRITTEN OFFERS FOR THE
PURCHASE OF REAL PROPERTY
UNDER I.C. 36-7-14-22

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana will on the 13th day of August, 2024, at 4:00 p.m. (EST), at the Common Council Chambers in the Municipal Building, 229 South Second Street, Elkhart, Indiana, conduct a public meeting to open and consider written offers for the purchase and development of real estate in the City and County of Elkhart, State of Indiana, as follows:

Lots 9 through 14, Plat of South Elkhart, Exc. NW corner of Lot 9 and NE corner of Lot 10.

The Commission believes the highest and best use of this property will be mixed use with street level retail and upper level residential, open air spaces and display of public art, to be utilized by an entity that will invest in site improvements to be completed and occupied within two years from date of purchase and demonstrate the ability to provide diversification of the City's economic base and otherwise further the execution of the redevelopment plan and best serve the interest of the community, from the stand point of both human and economic value.

A bid submitted by a trust (as defined in I.C. 30-4-1-1(a)) must identify each (a) beneficiary of the trust; and (b) settlor empowered to revoke or modify the trust.

The Commission may reject any bids and may make award to the highest and best bidder.

The Offering Price is \$350,000.00. The offering sheet, maps and plats are on file and Form for Submission of the bid is available at the Department of Community and Redevelopment, 201 S. Second Street, Elkhart, Indiana and available for inspection during normal office hours and copies thereof may be obtained on request.

The successful bidder will be required to sign a Development Agreement in the form customarily used by the Commission, which contains provisions intended to insure the final approval of the Commission of the buyer's plans and specifications for development, fix a time table for commencement and completion of the project, require proof of financing and provide for reversion of title if buyer fails to complete the Project.

REDEVELOPMENT COMMISSION
CITY OF ELKHART, INDIANA

Sandra Schreiber, President

(TO ELKHART TRUTH: Publish 2 times, 1 week apart.)



City of Elkhart
Community & Redevelopment

Request for Proposals Freight Street - Mixed Use Development

June 5, 2024

Department of Redevelopment
City of Elkhart, Indiana

The City of Elkhart invites proposals for the reimagining of Freight Street, a 1.6 acre site on the west side of Main St., between Freight St. and St Joseph St., which is within walking distance of historic neighborhoods, downtown, and adjacent to other planned developments. A mixed-use vision is desired – providing new residential units and commercial spaces contributing to and benefitting from other private investments in the area. This development will be further supported by the city's commitment to a new pedestrian focused streetscape with wide sidewalks, trees, and lighting, as well as new public water and sewer utilities.

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1. INTRODUCTION

The City of Elkhart Redevelopment Commission is soliciting proposals for the redevelopment of Freight St., a 1.6 acre site on the west side of Main St., between Freight St. and St Joseph St., which is adjacent to historic neighborhoods, NYC Railroad Museum, places of worship, established businesses, downtown, and other planned developments.

The purpose of this request for proposal (RFP) is to identify and partner with a qualified design-build organization. While the objective is to collaborate with a single organization to oversee the project from inception to completion, the Redevelopment Commission reserves the right to select multiple organizations, a team of organizations, or any combination it determines will result in the most effective implementation of the plan.

The City of Elkhart has invested in property acquisition and environmental remediation to provide the right organization a prime site for redevelopment.

The City intends to support the development with investments in the public streetscape along this portion of South Main Street including 8' wide sidewalks, curb extensions and mid-block crossings, decorative lighting, native trees, on-street parking, and any necessary municipal water and sewer improvements required by the development. Preliminary plans for these improvements are currently under review. Developers are encouraged to respond to this RFP with concepts that can be implemented without additional public sector investment.

2. PROPERTY/OFFERING

The property consists of multiple parcels totaling approximately one and a half (1.6) acres. Proposals should be submitted for all of the parcels as a collective development.

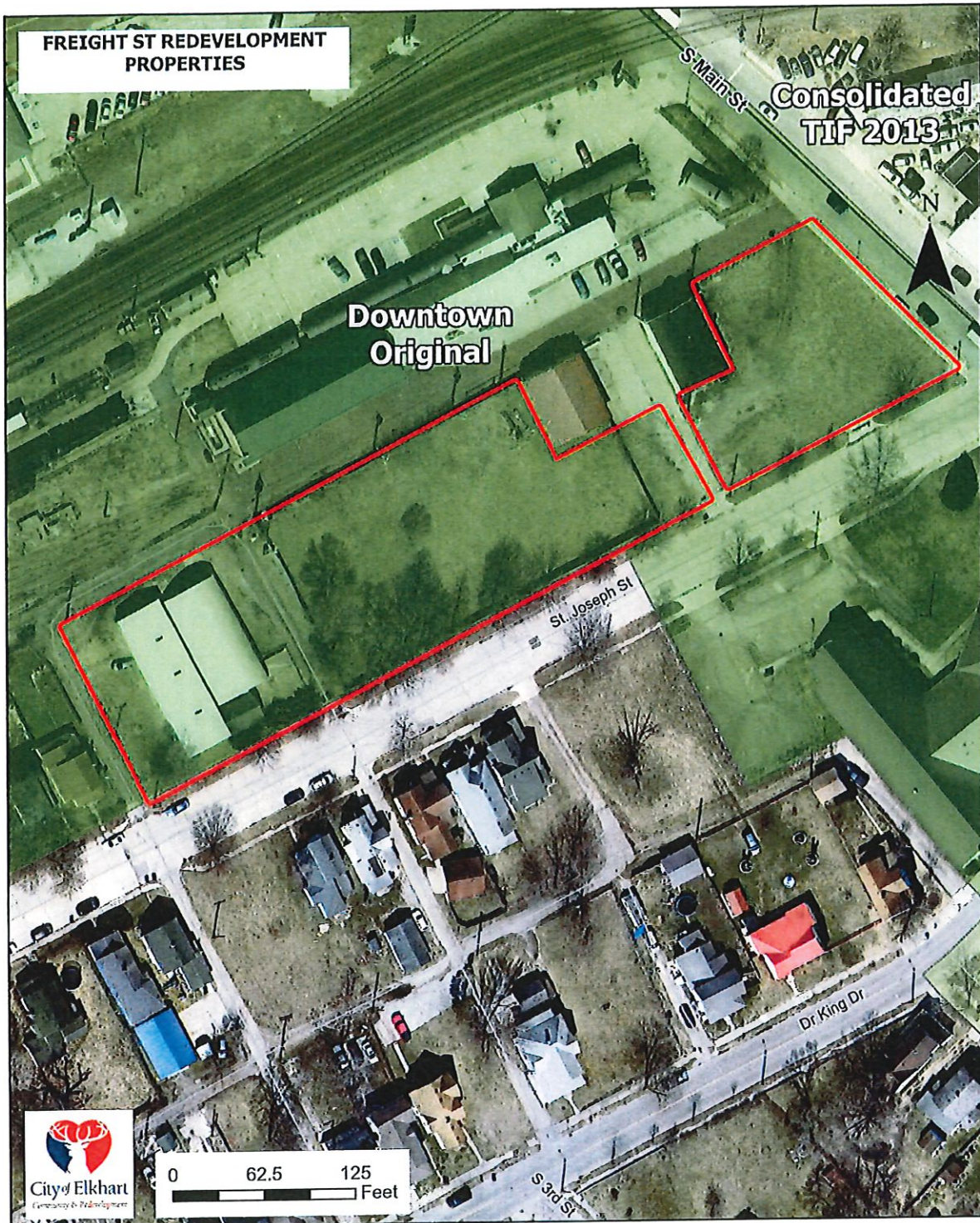
The Redevelopment Commission is offering to sell the collective parcels for the following price: \$350,000.00. See *Section 4 Proposal*, item 3a, of this document for additional information on offers.

The property is currently zoned Central Business District. Permitted uses and development requirements can be found at the City of Elkhart website www.elkhartindiana.org and by selecting the Government drop-down menu, then Departments, Planning and Zoning and then selecting the Comprehensive Plan & Zoning Ordinance.

This property is located within Census Tract 26.

This property is within a CDBG Low to Moderate Income Area.

This property is within the Downtown TIF District. See map below.



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 guarantee 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.

3. OBJECTIVES

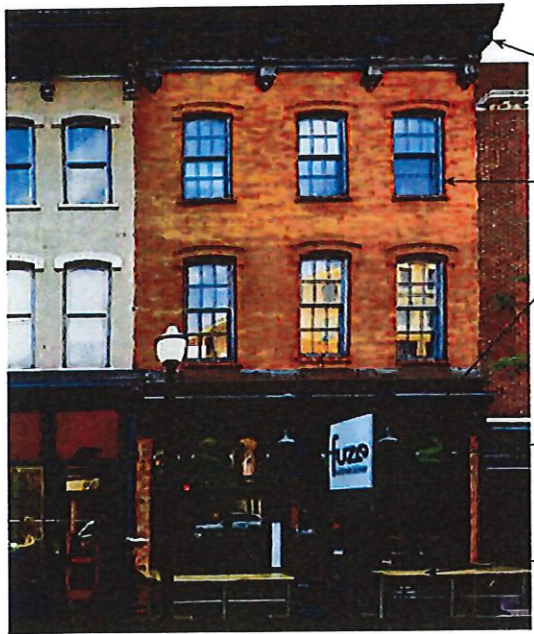
The Redevelopment Commission prefers:

- A two to four story mixed-use development including street level retail, upper level residential, and open-air spaces
- A proposal that will support and diversify the neighborhood economy by providing local conveniences as well as creating an attractive destination for the greater region
- A design incorporating a relationship between the neighborhood's historic elements while providing an inspiration for future improvements and growth
- Proposals that intentionally reference the new Benham Ave. Comprehensive Plan, excerpts are referenced below
- A program illustrating how the proposal may be completed and establish occupancy within the time period specified in the development agreement
- A streetscape that focuses on pedestrian circulation and limits motor vehicle access

While Benham Ave. is the physical and programmatic center of the neighborhood, S. Main is the preferred location for commercial and mixed-use development due to its proximity to downtown. Proposals should maintain a "main street" feel by incorporating a character and scale consistent with the existing historic main street building fabric.



Image courtesy of University of Notre Dame School of Architecture *Dean's Charrette #6, Elkhart, IN Restoration, Regeneration & Reconnection of the Benham Neighborhood, 2024*



- Building Cornice**
Decorative top of building, practical use to keep water away from the face of the building and transition from the materials used on the finish wall to the roof.
- Windows — Punched Openings**
Fabric buildings typically have a simple wall plane with punched openings with double hung windows.
- Storefront Cornice with Signage**
The storefront cornice divides the retail portion of the building and the residential or office upper floors as well as providing a place for store signage. If using an awning, attach it below the storefront cornice so signage remains visible. Also, if using an awning, specify a deep one, minimum 8".
- Shop Display Windows**
Display windows come in all configurations, but will typically have a low panel for protection from foot traffic, a large display area, and transom windows above.
- Outdoor Seating**
Storefronts scaled to people attract people. For restaurants, this presents the opportunity for outdoor dining and seating areas.

FIGURE XX: Key Design Elements of Mixed-Use Fabric Buildings

Fabric buildings work together to define the character of the public realm. The coordinated nature of these buildings relieves the pressure on each individual design to be the center of attention. Rather, the best fabric buildings are simple forms with great proportions. The details that matter most are the details you can touch and feel at the level of the storefront.

Image courtesy of University of Notre Dame School of Architecture *Dean's Charrette #6, Elkhart, IN Restoration, Regeneration & Reconnection of the Benham Neighborhood, 2024*



PRECEDENT: Example of the scale and character for the new mixed-use buildings on S. Main Street.



PRECEDENT: Example of the scale and character for the new mixed-use buildings on S. Main Street.

Image courtesy of University of Notre Dame School of Architecture *Dean's Charrette #6, Elkhart, IN Restoration, Regeneration & Reconnection of the Benham Neighborhood, 2024*

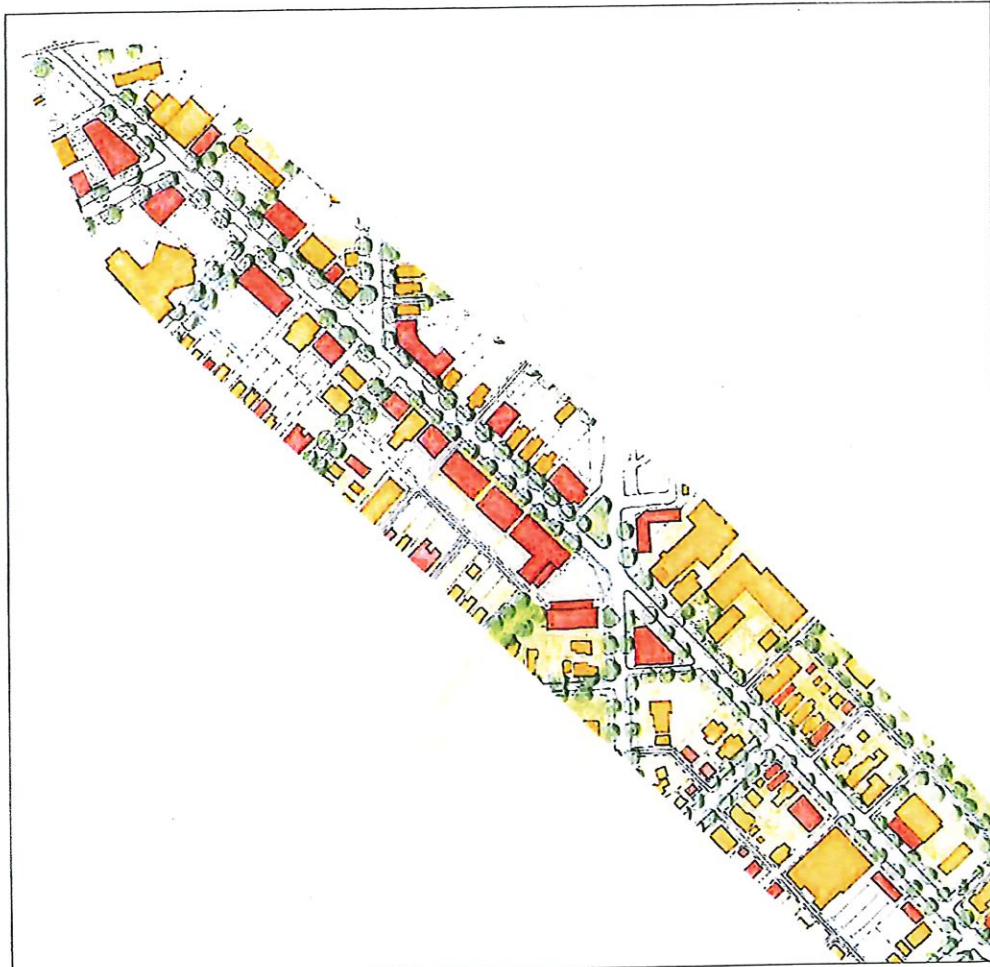


FIGURE XX: Masterplan Detail at S. Main Street



FIGURE XX: Proposed Zoning Code Snapshot for S. Main Street

New buildings lining S. Main Street should be designed to fit within a Form-Based zoning code in coordination with a comprehensive zoning reform for the entire city.

The proposed zone for this corridor, with the working title Neighborhood Center, should be 2-4 stories with buildings set close to the sidewalk and parking at the rear.

Typical Lot Width	Varies
Attached or Detached Buildings	Attached, closely spaced
Building Height	2 - 4 stories
Building Placement	Buildings set close to the sidewalk
Frontage	Shop fronts, stoops, dooryard or courtyards required
Parking Placement	At the rear
Use Type	Mixture of store front retail, professional offices, and multi-family residential mixed vertically or horizontally

Image courtesy of University of Notre Dame School of Architecture *Dean's Charrette #6, Elkhart, IN Restoration, Regeneration & Reconnection of the Benham Neighborhood, 2024*



FIGURE XX:S . Main Street Design Priority 1
 Recreate the Kelby Love mural printed from the high-resolution photograph. Make sure the paint is specified to ensure longevity of the art.



FIGURE XX: S. Main Street Design Priority 2
 Create a new plaza at the intersection of S. Main Street and Prairie Street. Frame the plaza with buildings that provide activities that encourage community engagement such as an art gallery or coffee shop.

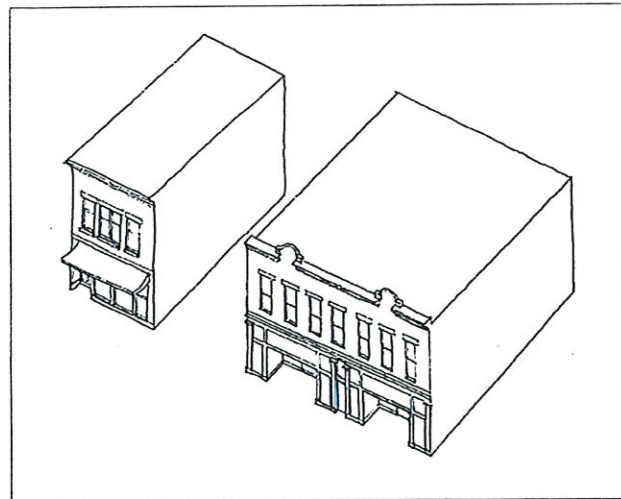


FIGURE XX: S. Main Street Design Priority 3
 Design the character and scale of the buildings to have a 'main street' quality. See page 64 for photographs of preneted building, page 65 for storefront design principles, and page 66 for a framework zoning code to enable these designs.

4. PROPOSAL

The proposal must be submitted to the City of Elkhart Redevelopment Commission no later than Tuesday, July 9th, 2024 at 4:00 pm. The condensed timeline for submittal allows this project to be in consideration of REDI grant award which is anticipated in late July or August. The deadline may be extended at the discretion of the Redevelopment Commission.

All proposals must include the following information, ordered accordingly:

1. Cover Letter

Provide a cover letter on your company or organization's letterhead, indicating your interest in the project and certifying that the proposal is being made on behalf of the company, and that the signatory is an authorized representative.

2. Company Description

Provide a brief description of the company, history and organizational structure. Experience with similar projects should be included. Identify all team members with roles and responsibilities relevant to the proposed redevelopment project.

3. Project Scope

Please include all relevant information including:

- a. Property to be purchased and price offered. If offer is less than the offering price, please include a detailed explanation.
- b. Development vision and conceptual design plan. The conceptual design should be scaled and include site improvements for the entire project area.
- c. Proposed development details including, but not limited to:
 - i. Description of uses (commercial, residential, for sale or leasable space)
 - ii. Site plan for the project area including locations for parking, landscaping, public art and amenities, building locations, etc.
 - iii. Building elevations including proposed materials
 - iv. Number of buildings including number of floors and square footage for each building
- d. Business plan, including market study and leasing/sales strategy
- e. Comprehensive development pro forma
- f. Anticipated Development budget in excel format, which should include:
 - i. Itemized list of hard costs, soft costs and financing costs
 - ii. Detailed sources of funds
- g. Project schedule including the start and completion date, as well as timeline for design and construction and any phasing

5. EVIDENCE OF FINANCING CAPACITY

Demonstrate the company's/organization's ability to finance the construction and complete the necessary site improvements. Developers will receive additional points during the evaluation if they demonstrate existing investment/lending commitments and relationships with local/regional lending institutions for the purpose of financing development.

6. CONTINGENCIES

Provide information on any conditions that must be satisfied before the project can proceed.

7. SUBMISSION FORMAT

Submit one electronic version and one hard copy version of the proposal in a clear and legible format. Proposals must be complete in all respects; incomplete proposals will not be considered. All materials submitted become the property of the Elkhart Redevelopment Commission.

Submit all proposals to:
City of Elkhart Redevelopment Commission
Sherry Weber, Development Services Office Administrator
201 South 2nd Street
Elkhart, IN 46516

8. EVALUATION CRITERIA

In reviewing and evaluating proposals, the Elkhart Redevelopment Commission will consider the following:

- Proposal
 - Completeness of the proposal
 - Quality of the design concept
 - Conformity with the objectives outlined herein

- Team
 - Strength of the overall development team, including commitment and availability of key staff
 - Ability to execute/deliver on commitments
 - Professional and technical competence as evidenced by:
 - Professional qualifications and specialized experience of the developer and/or development team
 - Current and past performance of the developer and/or development team on similar projects
 - Developer and/or development team's financial qualifications, including a proven ability to obtain financing for this project and other similar projects

- Additional Considerations

Additional consideration will be given to respondents who seek to maximize the overall economic benefit to the City by:

 - Maximizing community benefits (e.g. inclusive approach to housing, cultural and neighborhood-serving amenities)
 - Maximizing the long-term value to the City through increased tax revenues and economic input
 - Ability to secure all financing and complete the property closing within six months of proposal acceptance by the Redevelopment Commission
 - Ability to start within a reasonable time period to be specified in the development agreement

9. PROPOSAL SELECTION PROCESS

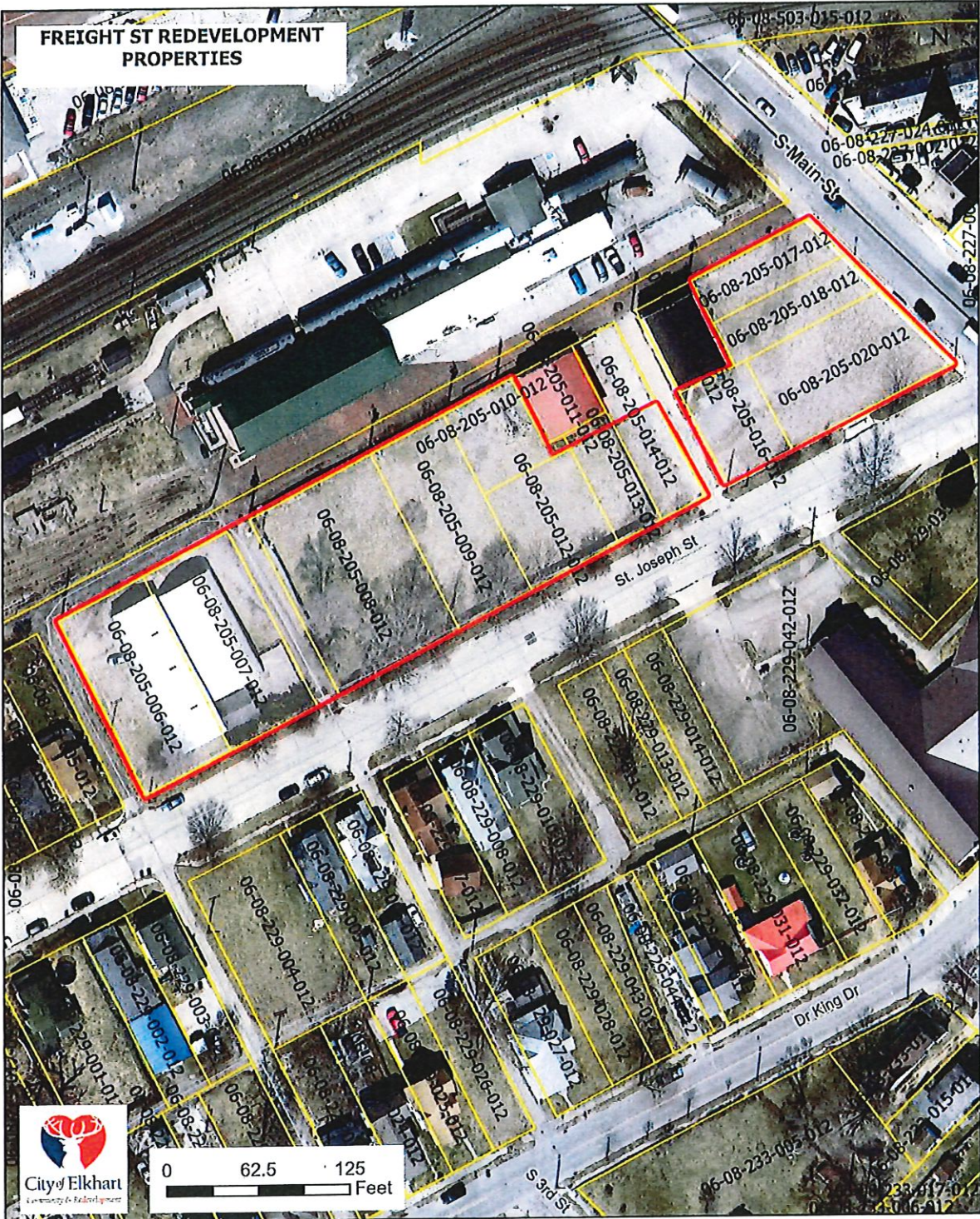
- Step 1: Submit complete redevelopment proposal by Tuesday, July 9th, 2024 at 4:00 pm.
- Step 2: Reviewed by staff and forwarded to the Redevelopment Commission for review
- Step 3: Developer presents proposal to the Redevelopment Commission at the regularly scheduled Redevelopment Commission meeting on Tuesday, August 13, 2024 at 4:00 pm.
- Step 5: The Commission will consider the proposals and use its best efforts to take one of the following actions within 30 days:
- Reject the proposal
 - Accept the proposal
 - Request additional information prior to acceptance/rejection
- Step 6: Commission will request staff to negotiate a development agreement.
- Step 7: Staff and developer negotiate development agreement terms.
- Step 8: Development Agreement will be considered for approval by Redevelopment Commission.

The Redevelopment Commission reserves the right to reject any or all proposals.

All materials submitted through this process become the property of the City of Elkhart's Redevelopment Commission. With the exception of financial information, these materials are subject to public records request as applicable under federal law.

10. LEGAL DESCRIPTION AND PLAT

Parcel numbers included in this RFP are inside the boundary of the below image. Parcel consolidation and legal description are forthcoming.



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.

11. OVERVIEW OF PUBLIC/PRIVATE INVESTMENTS

Public investment in support of the redevelopment of Freight Street properties includes the following:

S Main Streetscape

- Roadway improvements
- Sidewalk improvements
- Utility improvements

Notre Dame School of Architecture Benham plan

- Comprehensive neighborhood plan
- Pathways to funding single family homes
- Zoning changes for greater density

Tolson Center

- \$12 million community center
- Sports complex
- Health services
- Meeting spaces

Woodland Crossing/Neighborhood Opportunity HUB

- \$13 million investment to retrofit vacant former Sears building
- Health facilities with 24/7 urgent care, mental health, and dental services
- Employment training in partnership with area employers and child care facilities
- 300-400 units of multifamily apartments and townhomes; public/private partnership projected \$50 million investment

RESOLUTION NO. 24-R- 040

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, during excavation Cross had to remove a previously unknown underground storage tank and building foundation, and provide extra fill (the "Additional Services"); and

Whereas, the Commission has reviewed the attached change order and invoice 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 \$9,020.37 from the Downtown Allocation Area No. 1 Allocation Area Special Fund to pay for the Additional Services.
4. The Officers of the Commission are authorized and directed to execute all agreements and to perform all acts they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 11th DAY OF JUNE 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 5/22/2024
Re: Cross Excavating, Additional Excavation and Fill

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. During the course of excavation at 1045 S Main St., an unknown building foundation was discovered and removed. Additionally, during the course of excavation at 1017 S Main St., an unknown underground heating oil storage tank was discovered and removed. Both the foundation and underground tank are considered unforeseen circumstances as they did not appear in any of the property investigations prior to bid.

In order to compensate Cross Excavating for the additional excavation and fill material required in the original scope of work, we are requesting an appropriation for a change order in the amount of \$9,020.37 from the Downtown TIF to pay for costs associated with this unforeseen work.

CITY OF ELKHART

Development Services

Change Order No. Two
Dated 5/22/2024

Project: **S Main Property Demolition**

Contract No. 23-R-090

To: Cross Excavating and Demolition, LLC
Contractor

You are required to make the changes noted below in the subject Contract:

City of Elkhart

By _____
President, Redevelopment Commission

Dated _____

Nature of Changes

Additional Excavation and Fill \$9,020.37

TOTAL \$ 9,020.37

These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price \$ 329,034.20

Contract Price Prior to this Change Order \$ 337,777.17

Net change resulting from this Change Order \$ 9,020.37

Current Contract Price including this Change Order \$ 346,797.54

Current Contract Price % Change from Original Price 5.4%

Contract Time prior to this Change Order NO CHANGE
(Days or Time)

Net Time change resulting from this Change Order NO CHANGE
(Days)

Current Contract Time including this Change Order NO CHANGE
(Days or Time)

The above changes are approved:

Redevelopment Commission

BY: _____
President

DATE _____

The above changes are accepted:

By: 
Contractor

5-23-24
DATE

Cross Excavating & Demolition, LLC

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

We now accept debit and credit cards!

Invoice

Bill To
**City of Elkhart S. Main extras

Date	Invoice #
5/22/2024	2024-0855

P.O. No.	Terms	Project
	Due on receipt	

Qty	Description	Rate	Amount
1	Excavate one fuel tank we found underground. Hauled it away. Hauled in extra fill dirt and spread. Found another foundation on the south east corner of the old gas station. Excavate all of the concrete and haul away. Hauled in extra fill dirt and spread.	9,020.37	9,020.37

Thank you for your business.	Total	\$9,020.37
Terms: Accounts will be billed on a monthly basis and payable within 30 days of the invoice date. Any invoice not paid within 30 days of the invoice date will be assessed a late fee of 5% of the unpaid balance unless other payment arrangements have been made and accepted by us in writing.	Payments/Credits	\$0.00
	Balance Due	\$9,020.37

RESOLUTION NO. 24-R-041

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, AUTHORIZING APPRAISALS FOR
142 STATE STREET PROPERTY AND APPROPRIATING FUNDS

Whereas, The Commission desires to offer for sale the NSP Program property at 142 State Street (the "Real Estate") and needs to obtain 2 independent appraisals of the fair market value of the property; and

Whereas, the staff recommends Iverson Grove and Steve Sante of Appraisal Services to perform the appraisals and have requested an appropriation of \$900.00 which they expect to be sufficient to cover the cost of both appraisals.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of Iverson Grove and Steve Sante independent appraisers to provide fair market value appraisals on the Real Estate for a not-to-exceed cost of \$900.00.
2. The Commission appropriates \$900.00 from the Community Development Block Grant 2023 Program funds to cover the cost of the appraisals.
3. The Officers of the Commission are authorized to execute and deliver all contracts and do all acts which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11TH
DAY OF JUNE 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

RESOLUTION NO. 24-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF ELKHART, INDIANA, AUTHORIZING
THE OFFERING OF REAL ESTATE FOR SALE UNDER
36-7-14-22

WHEREAS, the Commission holds title to, or is in the process of acquiring, real estate located in the City of Elkhart, Indiana, generally consisting of those parcels commonly known as 142 State Street, (the "Real Estate") and has determined that the Real Estate shall be offered for sale in furtherance of the economic development plan of the Commission; and

WHEREAS, the Commission has obtained appraisals on the Property and is ready to establish its offering price.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission now determines and declares that the highest and best use for the Real Estate shall be to offer it for sale for residential use by persons income qualified under the Neighborhood Stabilization Program affordability guidelines.
2. The Offering Sheet for the Real Estate attached hereto is approved. The Offering Price for the Real Estate shall be as set forth in the offering sheet.
3. Notice shall be published in accordance with I.C. 5-3-1 which shall contain the information required under IC 36-7-14-22(d), and shall designate the time and place for opening and consideration of all offers submitted.
4. The Commission reserves the right to reject any and all offers submitted, and to make award to the highest and best bidder.
5. The Officers and staff of the Commission are authorized to take all action necessary, and prepare and execute all documents necessary, to carry out the terms of this Resolution.
6. Adopted by majority vote on the 11th day of June, 2024.

City of Elkhart, Indiana Redevelopment Commission:

By: _____
Sandra Schreiber, President

Attest:

By: _____
Dina Harris, Secretary

OFFERING SHEET

The Redevelopment Commission of the City of Elkhart, Indiana, proposes to sell the following real estate in the City and County of Elkhart, State of Indiana, at the offering price listed:

Available Properties	Offered Price
142 State St.	\$62,000.00

The property must be used as single family residential occupied by persons income qualified under the Neighborhood Stabilization Program affordability guidelines.

The purchaser must commit to perform and complete head abatement before occupancy.

Maps and plats thereof are available for inspection at the Planning & Development Department, Municipal Building, 229 South Second St., Elkhart, Indiana.

The proposal shall be submitted on a form available at the office of the Dept. of Community & Redevelopment, 201 South Second Street, Elkhart, Indiana.

The Commission will open and consider written offers for the purchase of the property at a public meeting, the time and place of which will be published in the *Elkhart Truth* in accordance with IC 5-3-1. In reviewing bids, the Commission will take into consideration those factors set forth in IC 36-7-14-22, and may reject any bids and award to the highest and best bidder. Any bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each Beneficiary of the trust and Settlor empowered to revoke or modify the trust.

The successful bidder will be required to sign a Purchase and Development Agreement in the form customarily used by the Commission, which contains provisions intended to insure the final approval of the Commission of the Buyer's plans and specifications for development, fixes a time table for commencement and completion of the project, and which requires proof of financing and reversion rights if the project is not completed.

NOTICE OF PUBLIC MEETING TO OPEN AND
CONSIDER WRITTEN OFFERS FOR THE
PURCHASE OF REAL PROPERTY
UNDER I.C. 36-7-14-22

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana will on the 9th day of July, 2024, at 4:00 p.m. (EST), at the Common Council Chambers in the Municipal Building, 229 South Second Street, Elkhart, Indiana, conduct a public meeting to open and consider written offers for the purchase of real estate in the City and County of Elkhart, State of Indiana, as follows:

A PART OF LOT ELEVEN (11) IN KIMBALL & CHAPMAN'S ADDITION TO THE CITY OF ELKHART, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF STATE STREET AT A POINT 16.5 FEET NORTHEASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTHWESTERLY PARALLEL TO THE WESTERN LINE OF SAID LOT 11 TO THE NORTH LINE THEREOF; THENCE NORTHEASTERLY WITH THE NORTH LINE OF SAID LOT, 33 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE WEST LINE OF SAID LOT, TO THE SOUTHERN LINE THEREOF; AND THE NORTH LINE OF STATE STREET; THENCE SOUTHWESTERLY 33 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THE BALANCE OF A CARTWAY 9 FEET IN WIDTH TAKEN OFF FROM THE NORTH END OF THE EAST 33 FEET OF SAID LOT 11.

Commonly known as 142 State Street, Elkhart, Indiana.

The Commission believes the highest and best use of this property will be residential use by persons income qualified under the Neighborhood Stabilization Program affordability guidelines.

A bid submitted by a trust (as defined in I.C. 30-4-1-1(a)) must identify each (a) beneficiary of the trust; and (b) settlor empowered to revoke or modify the trust.

The Commission may reject any bids and may make award to the highest and best bidder.

The offering sheet, maps and plats are on file and Form for Submission of the bid is available at the Department of Community and Redevelopment, 201 S. Second Street, Elkhart, Indiana and available for inspection during normal office hours and copies thereof may be obtained on request.

The successful bidder will be required to sign a Redevelopment Agreement in the form customarily used by the Commission, which contains provisions intended to insure the final approval of the Commission of the buyer's plans and specifications for development, fix a time table for commencement and completion of the project, require proof of financing and provide for reversion of title if buyer fails to complete the Project.

REDEVELOPMENT COMMISSION
CITY OF ELKHART, INDIANA

Sandra Schreiber, President

(TO ELKHART TRUTH: Publish 2 times, 1 week apart.)

SUBORDINATION AGREEMENT

In and for consideration had and received, the City of Elkhart, Indiana, Department of Community and Redevelopment ("City") does hereby subordinate its mortgage for Fifty Thousand and 00/100 Dollars (\$50,000.00) dated October 20, 2022, and recorded in the Office of the Recorder of Elkhart County, State of Indiana, on June 13, 2023 as Instrument No. 2023-09277, encumbering the real property at 2440 Frances Avenue, Elkhart, Indiana and more particularly described on Exhibit A hereto, to the mortgage of Finance of America Reverse, LLC, 8023 East 63rd Place, Suite 700, Tulsa, Oklahoma, dated May ___, 2024 and recorded on the ___ day of May, 2024 as Instrument No. 2024-_____ in the Office of the Recorder of Elkhart County, State of Indiana and to the mortgage of Federal Housing Commissioner (collectively with Finance of America Reverse, LLC, the "Lenders") 451 Seventh Street, SW Washington, DC 20410, dated May_, 2024 and recorded on the ___ day of May, 2024 as Instrument No. 2024-_____ in the Office of the Recorder of Elkhart County, State of Indiana..

It is acknowledged that this subordination was willingly entered into by City to induce Lenders to enter into a reverse mortgage agreement with the property owner, allowing her to continue owning and occupying the property. City hereby accepts and agrees that the mortgage of the City shall be subject, subordinate and inferior to the First and Second Lien Mortgage about to be granted to the Lenders, and to all renewals and extensions, notwithstanding the prior execution and recording of the mortgage of the City, each in the amount of \$249,000.

IN WITNESS WHEREOF, the City, acting by and through its Redevelopment Commission, has executed this Agreement _____ day of June, 2024.

CITY OF ELKHART INDIANA,
DEPARTMENT OF COMMUNITY AND
REDEVELOPMENT:

By: _____
Sandra Schreiber, President
Redevelopment Commission

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of May, 2024, personally appeared Sandra Schreiber, the President of the City of Elkhart, Indiana, Redevelopment Commission, an Indiana municipal corporation, and acknowledged the execution of the foregoing Subordination Agreement, for and on behalf of the City of Elkhart, Indiana Department of Redevelopment, being duly authorized so to do.

WITNESS my hand and Notarial Seal this _____ day of June, 2024.

[SEAL]

Gary D. Boyn
Notary Public
For Elkhart County,
State of Indiana

My Commission Expires: _____

This Instrument was prepared by the law firm of Warrick & Boyn, LLP, 861 Parkway Avenue, Elkhart, Indiana 46516, by Christopher T. Pottratz. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. /s/ Christopher T. Pottratz.

EXHIBIT A
Legal Description

The South Seventy-five (75) feet of Lot Number Fifty-six (56) as the said Lot is known and designated on the recorded Plat of Belmont Acres, an addition to the City of Elkhart; said Plat being recorded in the Plat Book 5, page 59, in the Office of the Recorder of Elkhart County, Indiana.

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

May 2024

Invoice

Total Current

Work

\$15,776.39

Treasurers Report Summary

Date Range: 01/01/2024 - 05/31/2024

City of Elkhart



Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	43,627.62	0.00	963.00	0.00	0.00	42,664.62	42,664.62	0.00
4445 - TIF DOWNTOWN ALLOCATION	5,306,061.52	0.00	928,401.81	0.00	0.00	4,377,659.71	4,377,659.71	0.00
4446 - TIF ALLOCATION PIERRE MOR	182,258.23	0.00	182,258.23	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	642,809.11	0.00	642,809.11	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	1,895,292.86	0.00	1,112.45	0.00	0.00	1,894,180.41	1,894,180.41	0.00
4449 - TIF ALLOCATION STERLING E	189,561.38	0.00	189,561.38	0.00	0.00	0.00	0.00	0.00
4450 - TIF ALLOCATION CASS ST AR	15,154,047.86	0.00	1,118,363.27	0.00	0.00	14,035,684.59	14,035,684.59	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,243,629.82	0.00	2,641.75	0.00	0.00	1,240,988.07	1,240,988.07	0.00
4452 - TIF ALLOCATION S.MAIN GAT	340,350.46	0.00	340,350.46	0.00	0.00	0.00	0.00	0.00
4453 - TIF CONSOLIDATED S ALLOCA	6,253,824.58	1,358,714.58	4,476,955.98	0.00	0.00	3,135,583.18	3,135,583.18	0.00
4692 - TIF DOWNTOWN CAPITAL	68,478.32	0.00	0.00	0.00	0.00	68,478.32	68,478.32	0.00
Report Total:	31,319,941.76	1,358,714.58	7,883,417.44	0.00	0.00	24,795,238.90	24,795,238.90	0.00