



City of Elkhart
Redevelopment Commission

AMENDED

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, August 13, 2024 at 4:00 P.M.

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

To join, go

<https://signin.webex.com/join>

enter **2301 262 6647** as the event number and **RDC8** as the event password.

To join by phone, call **1-415-655-0001**, enter **2301 262 6647##**

*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

- July 9, 2024 Regular Meeting Minutes

3. New Business

a) Open Bids

b) 117 Freight Street Easement

- Transfer of real property to Board of Public Works (16' strip off East side of 117 Freight Street)

c) 824 Ren Street Additional Testing

- Approve additional testing at 824 Ren Street and appropriate funds

d) Transfer of Real Estate

- Accept transfer of real property from the Board of Public Works. Property located at 2101-2111 South Main Street & Tract B on replat of Lots 51-78 Hudson Sterling Addition.

- e) **121 Franklin Purchase Agreement**
 - Approve amendment to purchase agreement for 121 W. Franklin and related lots
- f) **Woodland Crossing Master Plan Development**
 - Approve employment of WBK Engineering, LLC to provide Woodland Crossing Master Plan Development services and appropriate \$75,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Special Fund.
 - Approve Employment of Neighborhood Evolution, LLC to provide Economic Development Project services for South Central Elkhart.
- g) **G & WVRP Ratification**
 - Ratify Addendum to Voluntary Remediation Agreement for the former G&W Industries Inc. site location in Elkhart, Indiana.
- h) **Labour Pump litigation costs**
 - Approve Ice Miller invoice for Labour Pump litigation costs and appropriate \$5,501.44 from Consolidated South Elkhart Economic Development/Redevelopment Area TIF Special Fund
- i) **142 State Street Purchase & Development Agreement**
 - Approve purchase and development agreement and grant of lien and restrictive covenants for 142 State Street.
- j) **Woodland Crossing Reroofing Bids**
 - Appropriate funding for the Woodland Improvements
- k) **River District TIF Pledge**
 - Pledge Area No. 4 TIF Revenues, Area No. 5 TIF Revenues and Area No. 6 TIF Revenues

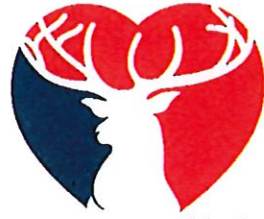
4. **Staff Updates**

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

PRESENT: Willie Brown, Dina Harris, Gerry Roberts, Sandi Schreiber, Wes Steffen, Gary Boyn, Mike Huber, Adam Fann, Jacob Wolgamood, Mary Kaczka

PRESENT BY WEBEX: Chris Pottratz, Corinne Straight, Lewis Anne Deputy, ML, Cooper

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 TO THE AGENDA

Remove item E, lease modification for Bill's BBQ.

APPROVAL OF JUNE 11, 2024 REGULAR MEETING MINUTES

Ms. Schreiber asked for a motion to approve the June 11, 2024 Regular Meeting Minutes. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. OPENING OF BIDS

Ms. Mary Kaczka addressed the commission. We received one bid for 142 State Street from Bruce Jones with JI Contracting for \$1,000 with commitments to fund lead abatement and remodeling to the amount of \$64,820 and a commitment to rent it out to an income qualified individual at 50% of area median income for the next five years. Ms. Schreiber asked for a motion to refer the proposal to staff and ask them to negotiate a purchase and development agreement back to the commission at the next meeting. Moved by Mr. Brown. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

B. ACCEPTANCE OF RFP RESPONSES

Mr. Mike Huber addressed the commission presenting two proposals for acceptance. The first proposal from Garrison Frazier is for the Freight Street redevelopment RFP. The second proposal from Neighborhood Evolutions is for the Woodland Crossing redevelopment RFP. Ms. Schreiber

asked for a motion to acknowledge receipt of proposals and refer them to staff to circulate and negotiate. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

C. VACANT LOT APPRAISALS

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to authorize staff to order appraisals needed for real estate on lots and appropriate \$10,000 from Downtown Allegation Area No. 1 Special Fund and another \$10,000 from Consolidated South Elkhart Allocation Special Fund to cover the cost of appraisal. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

D. DOWNTOWN AFTER DARK

Mr. Bil Murray addressed the commission and presented a slide show on the future plans for Downtown After Dark. Ms. Schreiber asked for a motion to approve funding for the project and appropriate \$50,000 from Downtown Allocation Area No. 1 Special Fund to cover the cost of the project. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, four in favor, one abstention. Motion approved.

E. LEASE MODIFICATION FOR BILL'S BBQ

This item was removed from agenda.

STAFF UPDATES

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

- **930 South Main** – POSI work to be starting.
- **Roundhouse** – Email into EPA asking when they are going to be out to do asbestos stuff
- **State Road 19** – moving right along
- **Benham Application** submitted to the regional partnership was advanced and we were given the go ahead and apply directly to Lilly.

OTHER BUSINESS

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for \$8,132.31
Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$8,132.31.
Moved by Mr. Roberts. Seconded by Steffen. Voice vote, all in favor. Motion approved.

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. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved. The meeting adjourned at 3:25 p.m. Next meeting is on Tuesday, August 13, 2024 at 4:00 p.m. in Council Chambers.

Sandi Schreiber, President



City of Elkhart
Redevelopment Commission

Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For July 5, 2024

PRESENT: Dina Harris, Sandi Schreiber, Wes Steffen, Mike Huber, Jacob Wolgamood, Sherry Weber, Corinne Straight, and Chris Pottratz.

PRESENT BY WEBEX: Gary Boyn, Gerry Roberts, Sherry Weber, Mary Kaczka, 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 July 9, 2024.



MIXED USE DEVELOPMENT PROPOSAL
**FREIGHT STREET
REDEVELOPMENT RFP**

CITY of ELKHART REDEVELOPMENT COMMISSION
ATTN: SHERRY WEBER - Development Services Office Administrator

201 South 2nd Street
Elkhart, IN 46516

JULY 9, 2024

Freight District: Activating A Community Asset



DESIGN CONCEPT

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July 9, 2024

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

Request for Proposals: Freight Street - Mixed Use Development, Issued: June 5, 2024

Dear Sherry,
Garrison Frazier Development Corporation (GF) is honored to submit this response to the Request for Proposals (RFP) for a Freight Street Mixed-Use Development. We appreciate the City's commitment to transform the southern gateway to downtown Elkhart. We hope that you see our proposal as a continuation of our shared investment in the Mayor's vision for redevelopment along south Main Street.

Our team's collective experience is extensive, and our proven track records make us the best and most uniquely qualified developer to undertake this exciting project. We believe our approach is in complete alignment with the goals of the City and the local community stakeholders.

We are confident in our ability to raise debt and equity financing and structure complicated public, private partnerships. We have secured equity and additional guarantees for construction financing to successfully complete this and other projects in our pipeline.

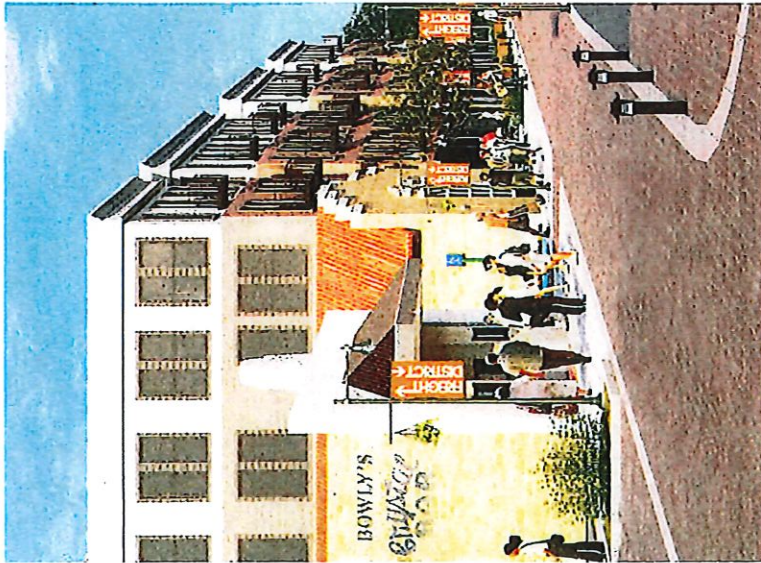
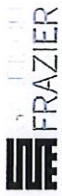
We look forward to your reply and the opportunity to discuss particulars related to our development vision and stand prepared to begin work immediately toward the City's timeline.

Sincerely,

Steve Scott
Managing Partner - Garrison Frazier
sscott@garrisonfrazier.com
317.691.1725

garrisonfrazier.com | USA 317.691.1725
127 E. Michigan St., Indianapolis, IN 46204

EXECUTIVE SUMMARY



CREATING A VIBRANT LIVE-WORK-PLAY "FREIGHT DISTRICT"

Garrison Frazier is pleased to propose a unique development approach that embodies the vision outlined by the city of Elkhart by creating a vibrant gateway into downtown Elkhart and reviving key properties in the Benham neighborhood.

Our design approach re-imagines a vibrant FREIGHT DISTRICT symbolizing not just the city's past, but its commitment to the future. Our development highlights the existing community assets of brick-paved streets, the National York Central Railroad Museum and the neighborhood favorite Bowly's Crystal Bar to create a unique focal point as identified in the Benham Avenue Comprehensive Plan.

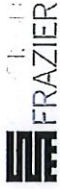
We will provide a diverse mix of quality retail and live-work units complementing attractive multifamily housing.

Our approach will offer active lifestyle residential density south of downtown, connecting the momentum of Tolson and South Main with the heart downtown Elkhart. Our team will guide the project from start to finish with sensitivity and efficiency, resulting in a project delivered on time, on budget and with compatible aesthetic to the surrounding neighborhood.

Our team is comprised of Garrison Frazier, Milhaus, METICULOUS Design Architecture. Garrison Frazier will manage all phases of this development process from design approvals and financing to construction and ongoing operations. We will be a turnkey partner with the city of Elkhart.



EXECUTIVE SUMMARY



FINANCIAL CAPACITY

MILHAUS, LLC (or an affiliate thereof) intends to provide Garrison Frazier an equity commitment up to \$100 Million of equity and additional guarantees for securing construction loans to complete this and other projects. This allocation, when leveraged, would allow Garrison Frazier the capacity to complete approximately \$285M in development projects.

MILHAUS, LLC is a national developer, owner, operator, and contractor that has placed over \$300M in equity in the last 12 months with over \$1.3B in assets under management. Milhaus strategy has grown in recent years with a focus on Asset Management where they use balance sheet and current capital sources to support the balance sheet, project equity, and debt required for other developers, like Garrison Frazier, who have great projects in infill markets. Milhaus currently has investments such as these with other developers in Austin + Dallas, TX, Phoenix, AZ, and Charlotte, NC and Indianapolis, IN

DESIGN VISION, IN CONTEXT

Each proposed development will be designed to create a welcoming sense of place. It will enhance, reinvigorate, and revive corridors as vibrant live-work-play community destination, accommodating to all, and inspiring those seeking sustainable pathways to social and financial independence.

DEVELOPMENT HIGHLIGHTS

We propose a two to four story mixed-use development that includes street level retail, upper level residential, open-air spaces, and a prominent display of public art. Development Totalling 146,670 G.S.F

4,000 SF Commercial
3,300 SF Leasable Retail
142,670 SF Residential
144 Apartments
Studios, 1 + 2 Bedroom Units

4,580 SF Residential Amenities

Lobby | Lounge | Fitness/Bike | Office/MGMT

117+ Requested Parking Stalls from the

City parcel acquisition**

On-street - 33 Stalls

Off-street - 104 Stalls

* 99 Parking Stalls Required





OUR COMPANY

Garrison Frazier Developments is an experienced team of dedicated professionals investing in deserving neighborhoods to eliminate housing insecurities and improve opportunity pathways for all residents.

OUR MISSION & VISION

The Garrison Frazier mission is to transform and create vibrant lifestyle communities that strengthen the neighborhoods.

Our vision is to build sustainable assets and equity in local communities by delivering transformative, high-quality housing solutions.

STEVE SCOTT


**MANAGING
PARTNER**

Steve earned his civil engineering degree from Howard University while nurturing an interest in real estate development. The result is 30 years of development experience and a passion for improving communities through a continuum of quality housing types. As Director of Community Redevelopment initiatives for Citizens Energy, Steve managed the development of the River's Edge housing addition, considered the largest inner-city housing development in Indianapolis in more than 30 years. He has a proven record of developing, constructing, and managing major capital projects that inure to the benefit of the community and project stakeholders.

As Managing Partner of Garrison Frazier, Steve is able to leverage both his passion for improving under invested communities and positively impacting lives by adeptly creating profitable business collaborations and favorable long-term alliances that drive true community empowerment. He oversees identifying new markets for development opportunities, as well as assisting in procuring tax credits and incentives for projects, as well as the analysis of financial projections, budgets, and overall feasibility of projects. Steve works closely with local communities and property management to ensure the overall success of projects.

Relevant Projects

Fall Creek Proper- Residential Single-Family Homes Number of Units: 148 Investment: \$20 Million Unit Sales Price Range: \$180,000-\$250,000 - IN
 Rivers Edge Residential Single Family & Townhomes Number of Units: 167 Investment: \$30 Million Unit Sales Price Range: \$105,000-\$200,000 - IN
 Sutherland Place- Residential townhomes (Apartment Conversion) Number of Units: 10 Investment: \$1.2 Million Unit Sales Price Range: \$55,000-\$65,000 - IN
 The Hudson- Residential townhomes and flats Number of Units: 70 Investment: \$20 Million Unit Sales Price Range: \$160,000-\$750,000 - IN
 The DeSoto Residential Townhomes Number of Units: 32 Investment: \$11 Million Unit Sales Price Range: \$275,000-\$400,000 - IN
 Westbourne- Residential Condominiums Number of Units: 75 Investment: \$16 Million Unit Sales Price Range: \$169,900-\$199,000 - IN
 The Clevelander Residential townhomes and flats Number of Units: 45 Investment: \$16 Million Unit Sales Price Range: \$169,900-\$199,000 - IN
 The Packard Residential townhomes and flats Number of Units: 62 Investment: \$16 Million Unit Sales Price Range: \$169,900-\$199,000 - IN
 The Allen- Residential townhomes Number of Units: 11 Investment: \$2.5 Million - IN
 Lincolnshire- Multifamily Number of Units: 28 Investment: \$2.6 Million - IN

FIRM LEADERSHIP

GARRISON FRAZIER



RAMON MORRISON



FOUNDING PARTNER

Ramon brings a wealth of practical corporate and community development resource knowledge to Garrison Frazier. He also brings a proven record of trust in collaborating with clients on complex development projects from concept to fruition. Ramon is adept in strategic community and stakeholder engagement and consults with a diverse mix of clients, non-profit organizations, and civic leaders on all aspects of urban development and expansion.

Ramon's passion and philosophy is driving community empowerment through building pathways to sustainable equity in under resourced communities. He serves on the Institutional Advancement and Buildings and Grounds committees as a trustee for Martin University, the state of Indiana's only predominantly black institution (PSI). He is vice chairman and board member of LISC (Local Initiative Support Corporation), serving on the board's strategic planning committee helping shape the organization's strategic economic development initiatives and community investments throughout Indianapolis.

Ramon is also one of the founding partners of Meticalous Design +Architecture, leading all business development, marketing, and lobbying efforts for the global design firm headquarters in Indianapolis and offices in New York, Memphis, Los Angeles and Abu Dhabi, UAE. He is an active Life Member of Kappa Alpha Psi Fraternity, Inc. and is past president and current board member of the Indianapolis Alumni Chapter. His role as chairman of the chapter's (501.c3) Indiana Guide Right Foundation fulfills his commitment to at-risk youth development and inclusive community empowerment through strategic programs and social impact projects.

Professional Experience

METICULOUS DESIGN + Architecture
Founding Partner - Chief Marketing Officer

Garrison Frazier Developments
Founding Partner

Relevant Project Experience

State Avenue Mixed-Use Development - IN
Lincolnshire Phased Rehabilitation - IN
Lakeview Manor Affordable Senior Housing - IN
The Mill Phase 2 - IN
Hanna International Lofts, Mixed-use Facility - IN
Pyramids At 3500 Affordable Senior Housing - IN

Community Involvement & Experience

Martin University Board Of Trustees
President's Advisory Board
International Marketplace Coalition
Land Use Committee
Forms Based Guidelines Committee
Local Advisory Board - Vice Chairman
Strategic Planning Committee
City-Wide Fiyade Design Consultant
Great Places 2020 Opportunities

Indianapolis Alumni Chapter Of Kappa Alpha Psi Fraternity, Inc. Past President (Polemarch) Board Of Directors

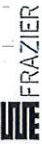
Indiana Guide Right Foundation
Chairman, Strategic Planning Committee
Board Of Directors

YMCA of Greater Indianapolis
CityWay Board Member, Major Gifts Committee
Crossroads Council, Boy Scouts Of America
Past Chairman, Urban Scouting Board Member



FIRM LEADERSHIP

GARRISON FRAZIER



MATT MURPHY



PARTNER

Professional Experience

Embass Partners, LLC
Co-Founder & President
Garrison Frazier Developments
Partner

Matt Murphy leads the firm's capital acquisition. His passion is seeking new sources of funding and strategies for business expansion. Matt is respected for his illustrious career structuring debt and equity resources, and guides Garrison Frazier's strategic and financial planning, including leveraging social impact investing.

Prior to joining Garrison Frazier, Matt served Strada Education Network as the company's CFO before he transitioned to the role of Senior Vice President and Managing Director of Corporate Development & Investments and was responsible for non-profit and for-profit organizational social impact investing. He also spent two decades as a senior executive with Mays Chemical Company, Inc. leading its finance, investment, and corporate investment & acquisition (M&A) activities.

For more than 20 years, Matt has been a governor's appointee to boards overseeing the Indiana Health Facility Financing Authority, Indiana State Teachers Retirement Fund, Public Employee Retirement Fund of Indiana, and INvestED. He also serves on boards of the Lynx Capital Corp., Monument Capital Partners, Heron Capital Venture Fund, and the Community Investment Fund of Indiana, Inc.

He is a graduate in management and administration from the Indiana University Kelley School of Business, where he currently serves on the advisory board for the Johnson Center for Entrepreneurship & Innovation.

Matt is a sports enthusiast and resides in Indianapolis with his family.

Community Involvement & Experience
Board Member and Audit Committee Chairman
Indiana Secondary Market for Education Loans, Inc. ("INvestED")

Board Member & Chairman
Indiana State Teachers Retirement Fund

Board Member & Investment Committee
Public Employees Retirement Fund of Indiana

Board Member
Indiana Health Facility Financing Authority



MIXED-USE - MULTIFAMILY - EXPERTISE



MILHAUS OVERVIEW



FIRM OVERVIEW

Milhaus was established in 2010 and is an award-winning, mixed-use development, construction, and property management company specializing in Class A, urban, multifamily residential buildings. Headquartered in Indianapolis, Milhaus is comprised of inspired and industrious individuals who are passionate about the development of mixed-use and multifamily communities.

Our Vision is to "Be the residential location of choice, enhancing our vibrant and diverse communities." To that end, Milhaus develops, builds, and manages unique real estate assets, creating value for our partners and the markets we serve. We enable our employees to enjoy their work together, to focus on making a positive impact on neighborhoods, and to be the industry leader in delivering progressive communities for our residents.

TEAM ORGANIZATION

MILHAUS.



TADD MILLER



PRINCIPAL
CEO

Tadd Miller is the cofounder and CEO of Milhaus. He has led the development, finance, and construction of \$1.5 billion of urban multi-family and mixed-use properties throughout the Midwest and Southeast. At Milhaus, Tadd leads corporate strategy and business development and serves on the Milhaus, LLC Board of Directors. Tadd received his Bachelor's degree in Urban Planning and Development from Ball State University, he attended Harvard Business School for the Executive Education Series, received his Master of Business Administration from Indiana Wesleyan University, and earned his Juris Doctorate degree from Indiana University.

BRAD VOGELSMEIJER



VP OF
DEVELOPMENT

25% Time
Dedication

Brad oversees pipeline creation and execution of development projects in Indiana and new opportunistic markets. Brad has a passion for urban and community redevelopment and has previous economic development and real estate experience in the public, private, and non-profit sectors. He is also a member of the American Planning Association. Brad graduated from Butler Univ., Magna Cum Laude, with his BA in Urban Affairs, and he received his MA in Urban Planning, as well as a Graduate Certificate in Real Estate Development, from the Univ. of Michigan.

SUSAN WRIGHT



REGIONAL
DIRECTOR OF
PROPERTY
MANAGEMENT

25% Time
Dedication

As Regional Director at Milhaus Management, Susan Wright oversees a conventional portfolio of properties. Susan works with each property to motivate her team, manage marketing and leasing efforts as well as monitor the operating efficiency, financial performance and reporting functions to enhance the bottom line for each property.

ANDREW SAKSA



REGIONAL
DIRECTOR OF
CONSTRUCTION
(IN, OH, PA, WI)

25% Time
Dedication

As a Regional Director of Construction, Andy is responsible for managing the construction team, subcontractors and all parties involved in the construction process of mixed use development projects from conceptual budget through substantial completion. Andy works with the Development, Construction and Property Management teams at Milhaus to ensure that all projects are delivered...



Milhaus Residential Projects

- Artistry Indianapolis - IN
- Mentor & Muse at Artistry - IN
- Mosaic at Artistry - IN
- AYR - IN
- Grid - IN
- 747 - IN
- Circa - IN
- Edge 35 - IN
- Pinnex - IN
- The MK - IN
- Nese - IN
- Northbend - AZ
- Tempe - AZ
- Artistry Cincy - OH
- Poste - OH
- River House - OH
- Gantry - OH
- Babcock Ranch - FL
- Hite - FL
- Lector 85 - FL
- Notch - FL
- Verson - FL
- Artistry - FL
- AMP Apartments - KY
- Artistry Kansas City - MO
- Gallerie - MO
- Icon at Gallerie - MO
- Tracks - MO
- Urbane - MO
- Marcato - MO
- North Beckley - TX



DESIGN TEAM EXPERTISE



METICULOUS OVERVIEW



The Franklin at 11th Street Station - Michigan City, IN

FIRM OVERVIEW

METICULOUS is a collaborative practice with diverse talents, expertise and experience in architecture, interior design, urban design and planning, and construction management. With a foundational commitment to meaningful value and excellence, and a global perspective, we work closely with city planning departments, stakeholders, community organizations, businesses, and residents to plan, design, and implement cultural and economic harmony.

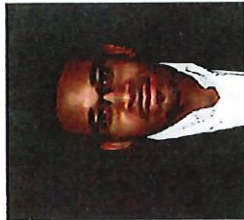
As creative thought leaders we are passionately and strategically driven to tap into our human talents to discover and create future value. International exposure enables us to bring world-class thought to local projects providing inspiring, community-specific development and revitalization. In-house standards and procedures established from work across interdisciplinary perspectives and multi-time zones create unparalleled efficiencies from one firm.



DESIGN TEAM EXPERTISE



DAMON HEWLIN AIA, LEED AP, NCARB, NDMA



**PARTNER
IN
CHARGE**

Damon leads teams and projects designed for humanity. With 20+ years of international design, construction, and management, he has worked on cutting-edge large scale and high-profile projects, where he has created and co-created award-winning designs. As a Principal of the firm, his talents and abilities shape the firm's presence on the international design stage. His key strengths are providing clients with holistic designs based on cost-effective and constructive solutions, fulfillment of end user requirements, and comprehensive management to assist clients with achieving project goals.

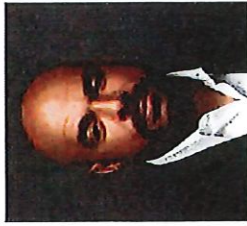
Registration Professional Architect: IN, GA, LA, TN, Abu Dhabi

Education Bachelor of Architecture & Bachelor of Science in Environmental Design, Ball State University, IN

Relevant Projects

Nathaniel Jones Pike Early Learning Center - IN
Anderson Housing Authority- Lynwood Apartments
MSD Lawrence Township Schools-Multiple School Renovations, IN
IU Health Medical Center - IN
The Mill Phase 2 - IN
Michigan City Transit-oriented Development - IN
MLK Dream Center- IN
Tolson Community Center - IN
Douglass Park Family Center - IN
OrthoIndy YMCA of Greater Indianapolis - IN

HENRY NUCKOLS HCC, RMP



**PRINCIPAL
IN
CHARGE**

Construction

Henry is an accomplished project, program and process management professional experienced in development, value engineering, and leading diverse, cross-functional teams with a results-driven focus using methods that foster partnership and aid in the advancement of the overall vision of the end-user/owner/client. Just a few of his strengths include: Project Management, Project Coordination, Prototype Design & Development, Pre-Development Due Diligence, Contract Management, Strategic Planning & Leadership, Value Engineering, Contract Negotiation, and Design Process Management.

Education B.S. Construction Engineering and Management - Purdue University

Relevant Projects

AHJ Lincolnshire - IN
IU Health Medical Center - IN
J's Breakfast Club - IN
Ivy Tech Bane Agricultural Center - IN
Condos and apartments for Kosene- IN
Cottages at Bedinger Farms, Liberty, MO
Haymarket Lofts, Milwaukee, WI
River Trail, Peoria, IL
The Muse, Richmond, VA
The Vue, Indianapolis, IN
The Reserve at Oakleigh, Nashville, TN
The Grove at Highland Park, Stillwater, OK
Ajax Plant Historic Renovation, Racine, WI
RiverView Apartments, Donaldsonville, LA
Commons at Little Bark Creek, Fremont OH
East Chicago Housing Authority Subsidized Housing, Gary Indiana



02 | PROJECT EXPERIENCE



RELEVANT PROJECT EXPERIENCE

TRANSIT-ORIENTED DEVELOPMENT

MICHIGAN CITY, INDIANA

METICULOUS is the Architect of Record working with Flaherty & Collins on the new \$80 million mixed-use development enveloping the entire city block between 10th and 11th streets on the north and south sides and Franklin and Pine Streets on the west and east sides in Michigan City.

The 11th Street Central project is expected to revitalize a portion of the city's downtown in conjunction with a major overhaul for the South Shoreline. Plans center on a 72-story high-rise that will include residential apartments, commercial space, parking, and a new train station for the South Shoreline.

COMMUNITY GOALS / OUTCOMES

Support development and redevelopment of architecturally significant structures that attract good employers and increase the City's value

Bring vibrancy and pride back to neighborhoods that may have felt forgotten or neglected

Work to make Michigan City a thriving community that is able to compete globally for commerce and quality of life

Support and strengthen existing businesses

Develop cross-sectional community engagement interaction and bonding through public space development

Encourage and promote walkability and bicycle transportation via safe greenways

Increase investment in public infrastructure and City services.

REFERENCE

Brandon Prince, II
Vice President of Development
Flaherty & Collins
bprince@fco.com



Re-imagining future city planning and development to attract and retain residents, employers, and visitors





PROJECT SCOPE

Overview

The City of Elkhart Redevelopment Commission is soliciting 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, adjacent to the historic National New York Central Railroad Museum. A mixed-use vision is desired – providing new residential units and commercial spaces contributing to and benefiting from other private investments in the area.

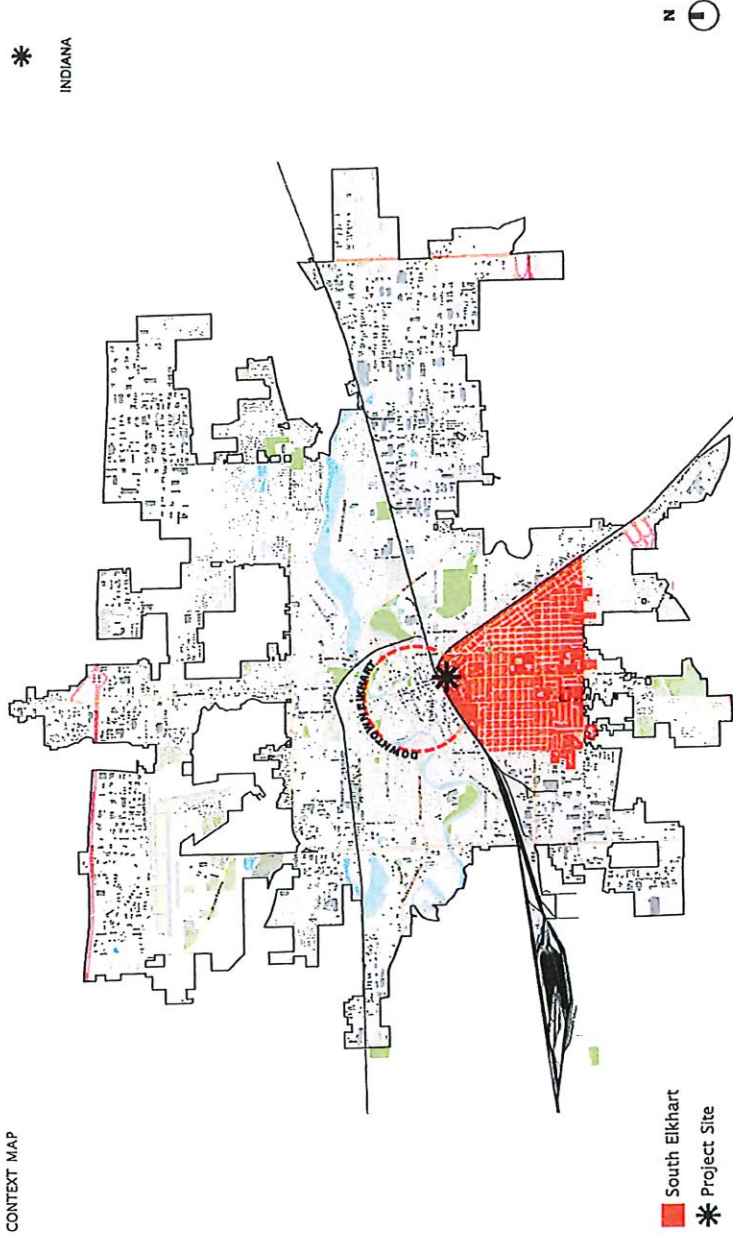
We think a future Freight Street District can provide locally-focused retail, residential units, and entertainment spaces at ground level tied directly into a connection that can bring together downtown Elkhart and south neighborhoods.

The City intends to invest up to \$10 million for a streetscape project along this portion of South Main St. which includes 8' wide sidewalks, curb extensions and mid-block crossings, decorative lighting, native trees, on-street parking, and water and sewer lines to enhance the attractiveness and functionality of the South Main corridor. 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.

SITE ANALYSIS

The METICULOUS team embarked on a comprehensive exploration of the current site conditions on a 1.6 acre site on the west side of Main St., between Freight St. and St Joseph St., mapping and analyzing parcel information. This foundational study served as the bedrock for discerning the highest and best use of this strategic area, poised to become a connection to downtown as the **Freight Street District**.

CONTEXT MAP



PROGRAMMATIC EXERCISES

METICULOUS engaged in a thorough consultation with Garrison Frazier to define the program specifics, goals, programming, and uses for a 4-story mixed-use development. Following this, our team created sketches and diagrams to analyze strategic floor layouts and unit breakdowns, ensuring an optimal balance of functionality and user experience that can be implemented.

TESTFIT

METICULOUS synthesizes data and insights to craft a tailored site plan and massing studies which coalesce community benefits, architectural feasibility, and real estate development best practices. The end result is a dynamic new center of activity, entertainment, and placemaking for the Elkhart community.

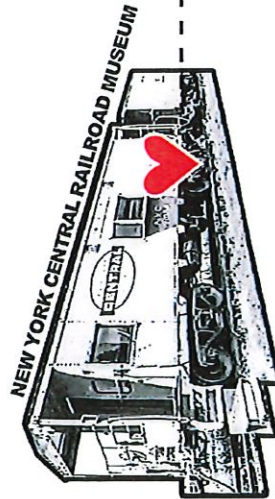
Catalyzing Assets

Successful neighborhood transformation builds on the strength of the people who are already there. It honors the **history** of the area, embraces the incredible **local spirit**, and speaks directly to the community with **bold**,

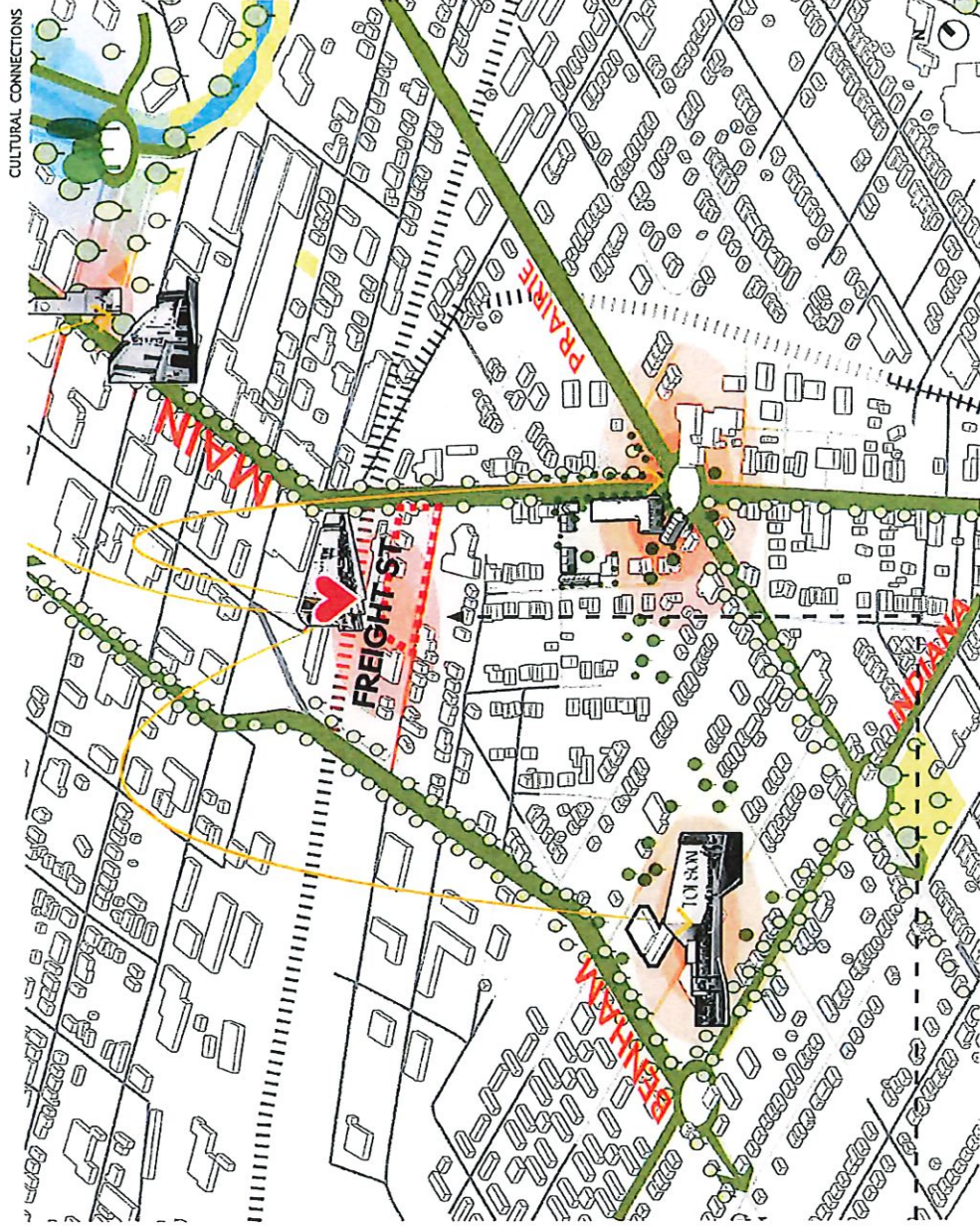
The City of Elkhart envisions a transformative future for Freight Street, a pivotal gateway connecting the vibrant downtown energy with the cultural richness of south Elkhart. Anchored by the Tolson Community Center for Excellence and the New York Central Railroad Museum, Freight Street is poised to become a dynamic nexus, fostering community spirit and cultural exchange.

We think that Downtown Elkhart, South Main Street, and Tolson Community Center are this area's greatest strengths - and we plan to boldly connect them.

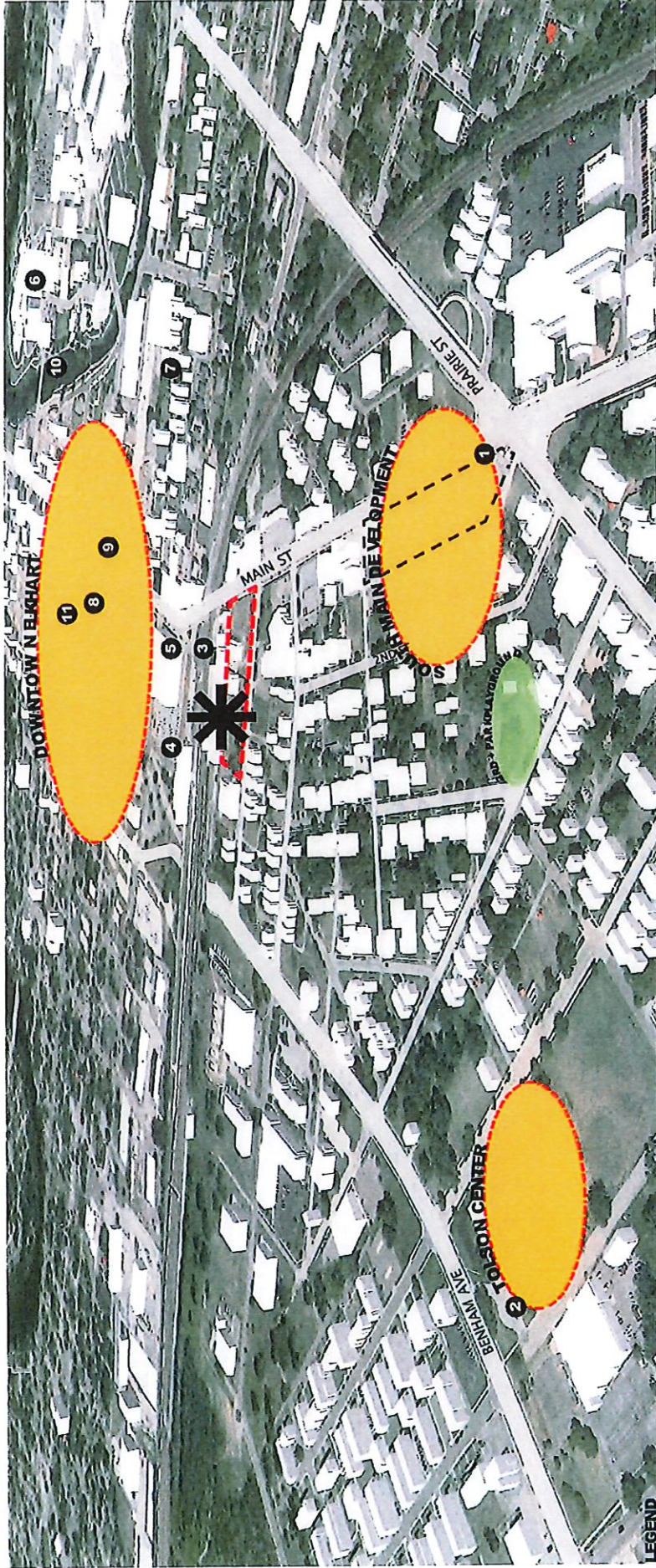
Just to the south, the South Main and Prairie intersection will be adorned by new mixed use development centering around a recreation of Kelby Love's mural. For nearly three decades, the iconic 25-foot art has stood as a symbol of resilience and community spirit, a testament to the ongoing efforts to combat social challenges in Elkhart. This vision for the Freight Street District as a mixed-use destination aims to create a vibrant, inclusive space that seamlessly integrates the area's past with its future, ensuring the community thrives for generations to come. **All aboard, Elkhart is headed to its next chapter.**



ELKHART FREIGHT ST MIXED-USE DISTRICT



Site Context



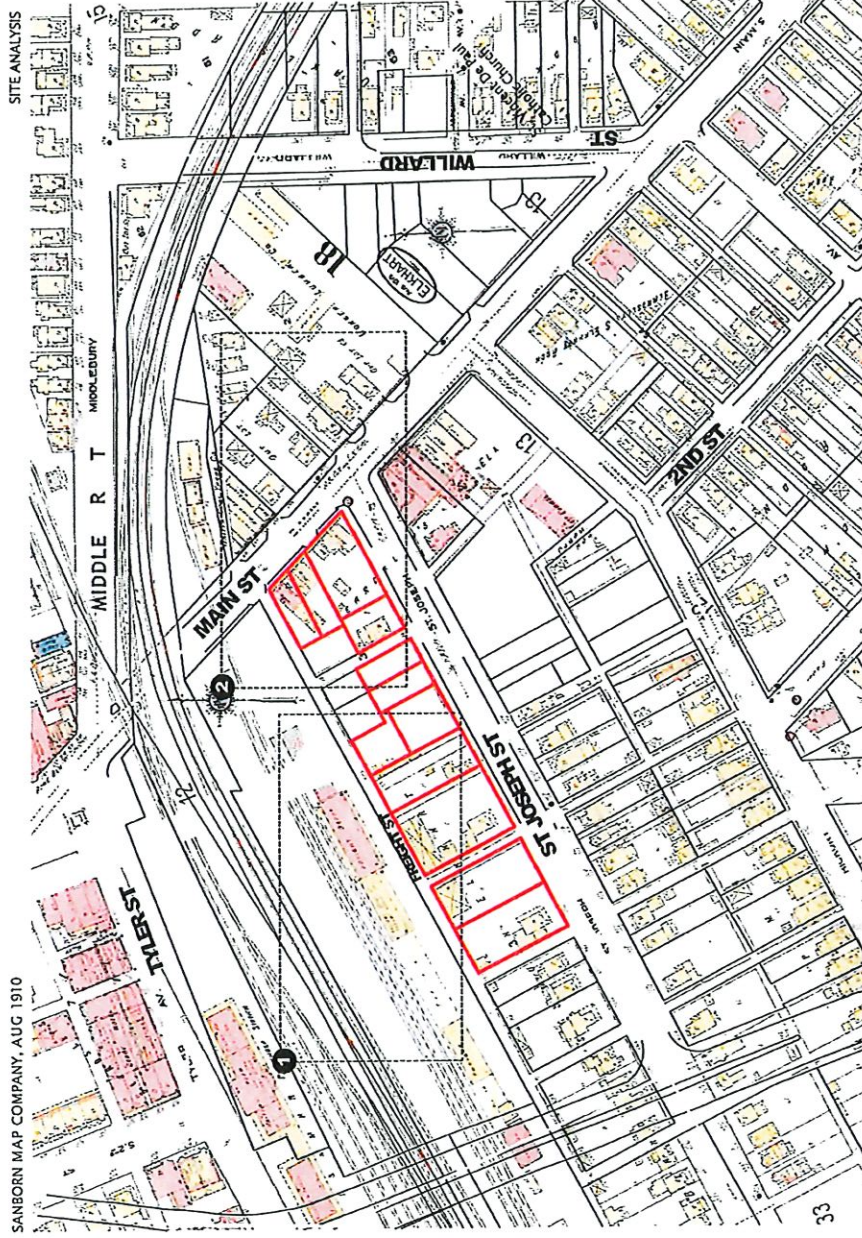
The 700 block of S Main St., a shovel-ready site consists of multiple parcels totaling over approximately one and a half (1.6) acres.

- LEGEND**
- 1 Project Site
 - 2 Tolson Center for Community Excellence
 - 3 National New York Central Railroad Museum
 - 4 Amtrak Station
 - 5 United States Postal Services
 - 6 Elkhart County YMCA
 - 7 State Street- Division Street Historic District
 - 8 Midwest Museum of Modern Art
 - 9 Hotel Elkhart
 - 10 Elkhart River
 - 11 Elkhart Public Library
 - * Project Site

Historic Context



This area has **always** been a **mixed-use destination**. Main Street in Elkhart, Indiana, emerged as a vibrant mixed-use railroad hub in the late 19th and early 20th centuries. With the establishment of the Michigan Southern & Northern Indiana Railroad in 1851, Elkhart quickly became a pivotal transportation center, linking major industrial cities. The railroad spurred rapid economic growth, attracting businesses, hotels, and residential developments to Main Street. As the railroad hub expanded, it fostered a diverse community, blending commercial, residential, and industrial uses. This dynamic environment solidified **Main Street's role as the heart of Elkhart**, shaping its identity as a bustling, mixed-use corridor integral to the city's development.



*NOT TO SCALE, REPLICATED FROM VARIOUS SPREADS OF 1910 SANBORN MAPS. PROVIDED BY LIBRARY OF CONGRESS

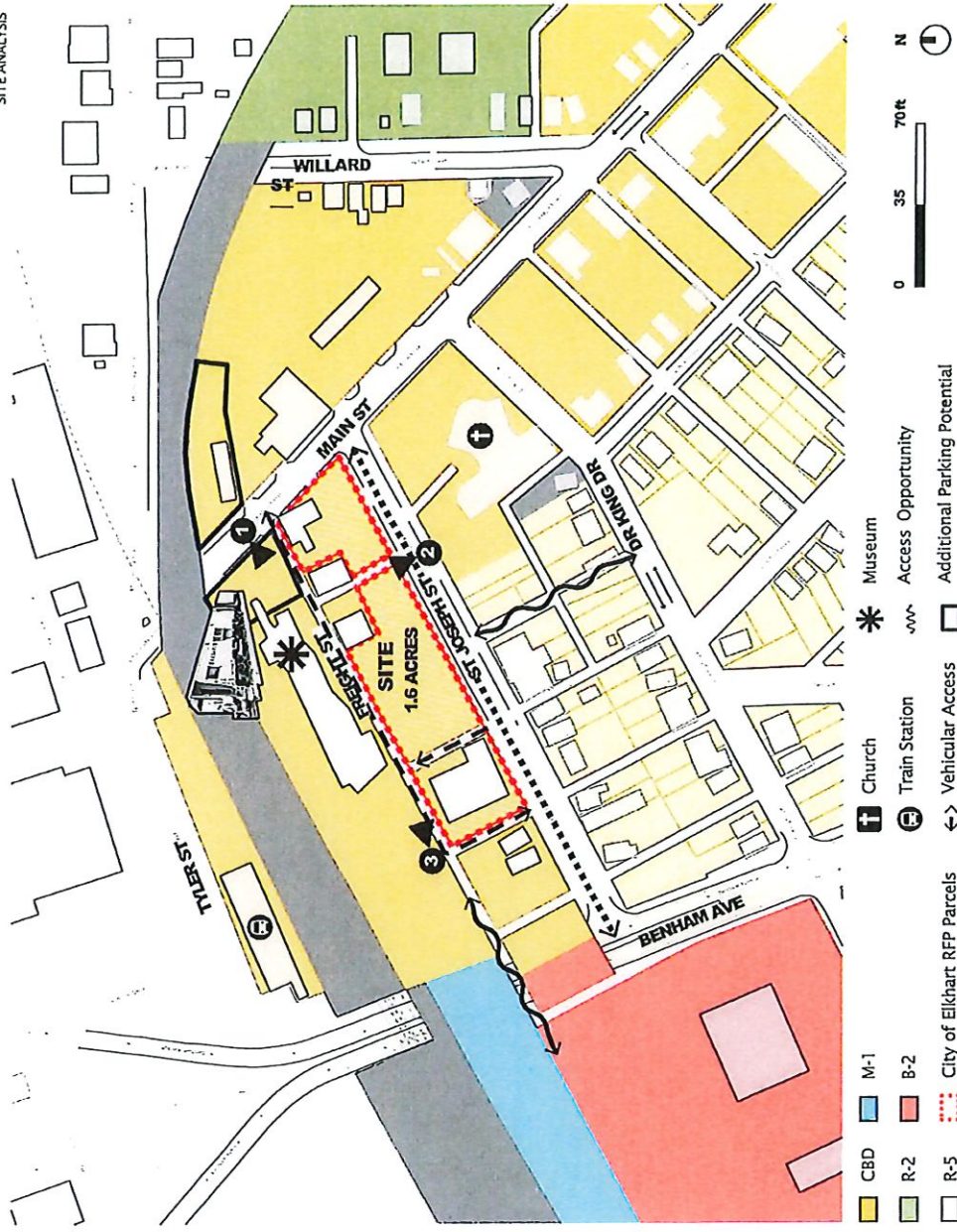
SITE
1.6 ACRES

City of Elkhart RFP Parcels
Modern Day Parcels

Current Site Zoning



SITE ANALYSIS



Zoning Analysis

The purpose of Central Business District zoning is to encourage a diversity of uses which together contribute to the vitality of the downtown core.

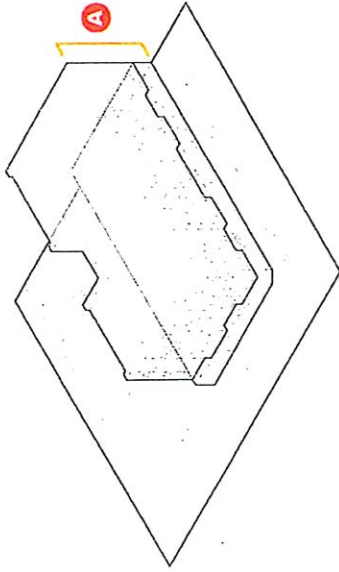
The district recognizes the unique character of downtown and its function as a center of business, government, finance, residential, and social activity in the community. Land uses and building design are integral to the image and theme of the Central Business District.

Site Specific Parking Standards (CBD):

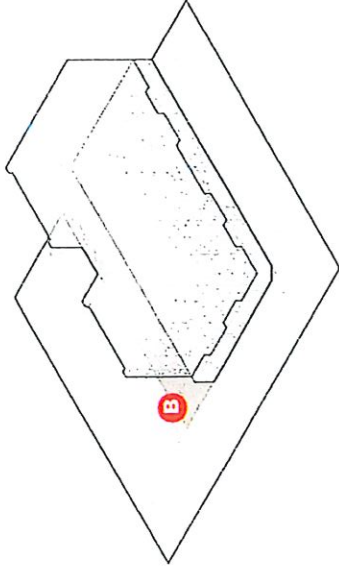
1. Parking areas shall not be located in the front or side yard.
 2. The number of parking spaces required may be reduced by up to 50% for structures that include at least two floors of occupiable space.
- Contiguous on-street parking spaces may be counted toward the required number of spaces for adjacent parcels.
 - A parking variance could reduce the minimum parking requirements further.

ZONING ENVELOPE

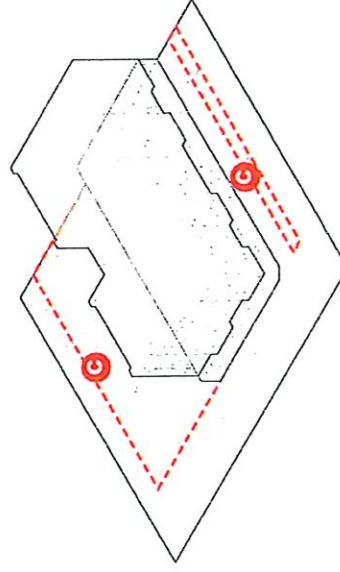
Height



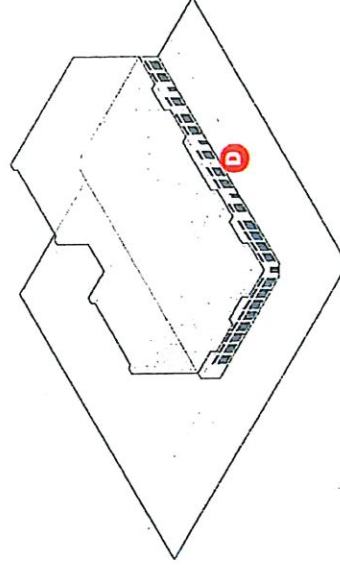
Lot Coverage



Parking



First Floor Transparency



Dimensional Standards:

Minimum street frontage	N/A
Minimum side yard	0 ft
Minimum rear yard	0 ft
Minimum front yard	0 ft
Minimum structure height	20 ft
Maximum structure height	65 ft
Maximum lot coverage	75%
Parking ratio (Residential)	1: Unit
Parking ratio (Commercial Retail)	1:300 GSF
1st floor transparency	50%

B **C** **C** **D**

Bringing Benham Plan to Life

The Freight Street District proposal along South Main and Prairie needs to address the Benham Avenue Comprehensive Plan, conducted in part with the Notre Dame School of Architecture. Typified by New Urbanist prototypes, the plan calls selective infill of parcels along the South Main corridor, helping to rebuild the experience south of the tracks into a robust community connector.

The buildings should help honor the history and context of the Main Street corridor, helping to bridge the gap in development occurring both north and south of the intersection.

Our plan directly translates the suggestions of the Benham Plan into authentic, realized urbanism that helps to create a dynamic, mixed-use destination for Elkhart. Our design honors Elkhart's long legacy as a railroad and commerce hub. **At the Freight District, the past is present.**

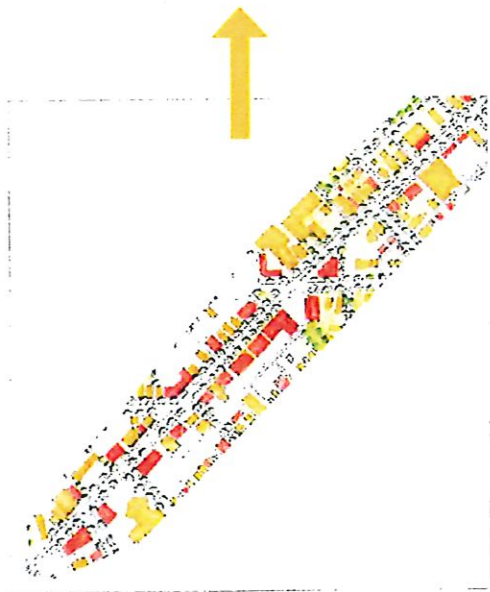


Neighborhood Center



- Typical Lot Width**
Attached or Detached Buildings
- Building Height**
Buildings sit close to the sidewalk
- Building Placement**
Shop fronts, stoops, stooped or courtyards required
- Fenestration**
At the top
- Parking Placement**
Use Type
- Use Type**
Mixture of store front retail, professional offices, and multi-family residential mixed vertically or horizontally

- Voices**
Attached, closely spaced
- 2 - 4 stories**



Elkhart, IN. Watermark Studio LLC. Main Street

- 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 a garage remains visible. Also, it using an awning, specify a eave 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 transoms windows above.
- Outdoor Seating**
Storefronts, stoops to create attract people. For restaurants, this presents the opportunity for outdoor seating and seating areas.



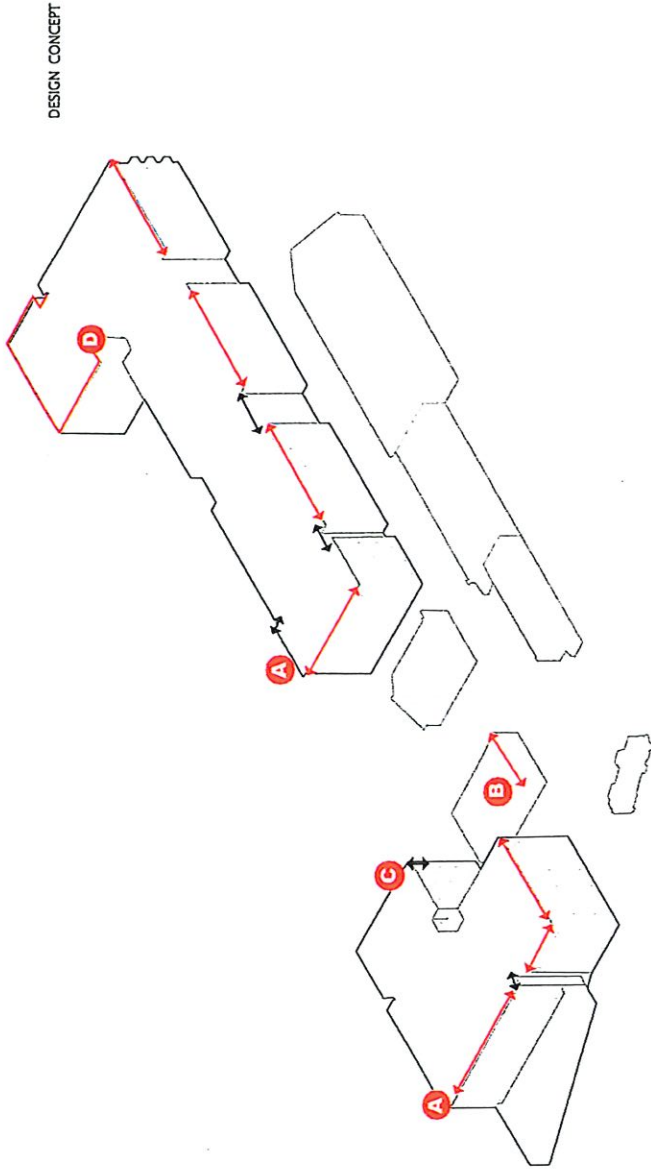
< Our design process is directly informed by the Benham Plan design guidelines

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 helps to set 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.

Facade Requirements

The horizontal lengths and curves of exterior facades shall be interrupted by recesses and projections. Exterior facades shall be designed to employ the following design treatments:

- A** Buildings in excess of ten thousand (10,000) square feet (based upon footprint not total square footage):
 - i. No uninterrupted horizontal length or curve of a non-arcaded facade shall exceed one hundred (100) linear feet.
 - ii. No uninterrupted horizontal length or curve of an arcaded facade shall exceed one hundred twenty (120) linear feet. Varied lengths and curves are preferred.
 - iii. Projections and recesses shall have a minimum depth of thirty-two (32) inches.
 - iv. Projections and recesses shall have a minimum width of forty-eight (48) inches.
- B** Buildings of less than ten thousand (10,000) square feet (based upon footprint, not total square footage):
 - i. No uninterrupted horizontal length or curve of a non-arcaded facade shall exceed fifty (50) linear feet.
 - ii. No uninterrupted horizontal length or curve of an arcaded facade shall exceed eighty (80) linear feet.
 - iii. Projections and recesses shall have a minimum depth of eight (8) inches.
 - iv. Projections and recesses shall have a minimum width of twenty-four (24) inches.



- C** Roof features shall be in scale with the building and complement the character of adjacent buildings. Roofs shall comply with the following standards:
 - The roof edge of each primary facade shall have at least: one (1) vertical change of at least three (3) feet from the predominant roof design. Roof mounted mechanical equipment shall be concealed through the use of parapet walls or enclosures with an architectural and design style consistent with the parent building.
- D** Each roof shall incorporate at least two of the following design elements:
 - Overhangs of not less than two (2) feet beyond the supporting walls with a minimum fascia of eight (8) inches or;
 - Multiple plane slopes on each primary facade or;
 - Three-dimensional cornice treatment which is at least twelve (12) inches in height and contains at least three (3) reliefs; or
 - Vertical roof changes with a minimum change in elevation of two feet other than the vertical roof changes required above.

The Freight Street "Arcade"

The proposed Freight Street Arcade is a vibrant 5,000 square foot shared street, thoughtfully designed with permeable pavers, shaded trees, and lush planters. This inviting space is strategically bordered by Main Street and the western alley, seamlessly integrating with the proposed retail areas on the ground floor of the new building and the National New York Central Railroad Museum.

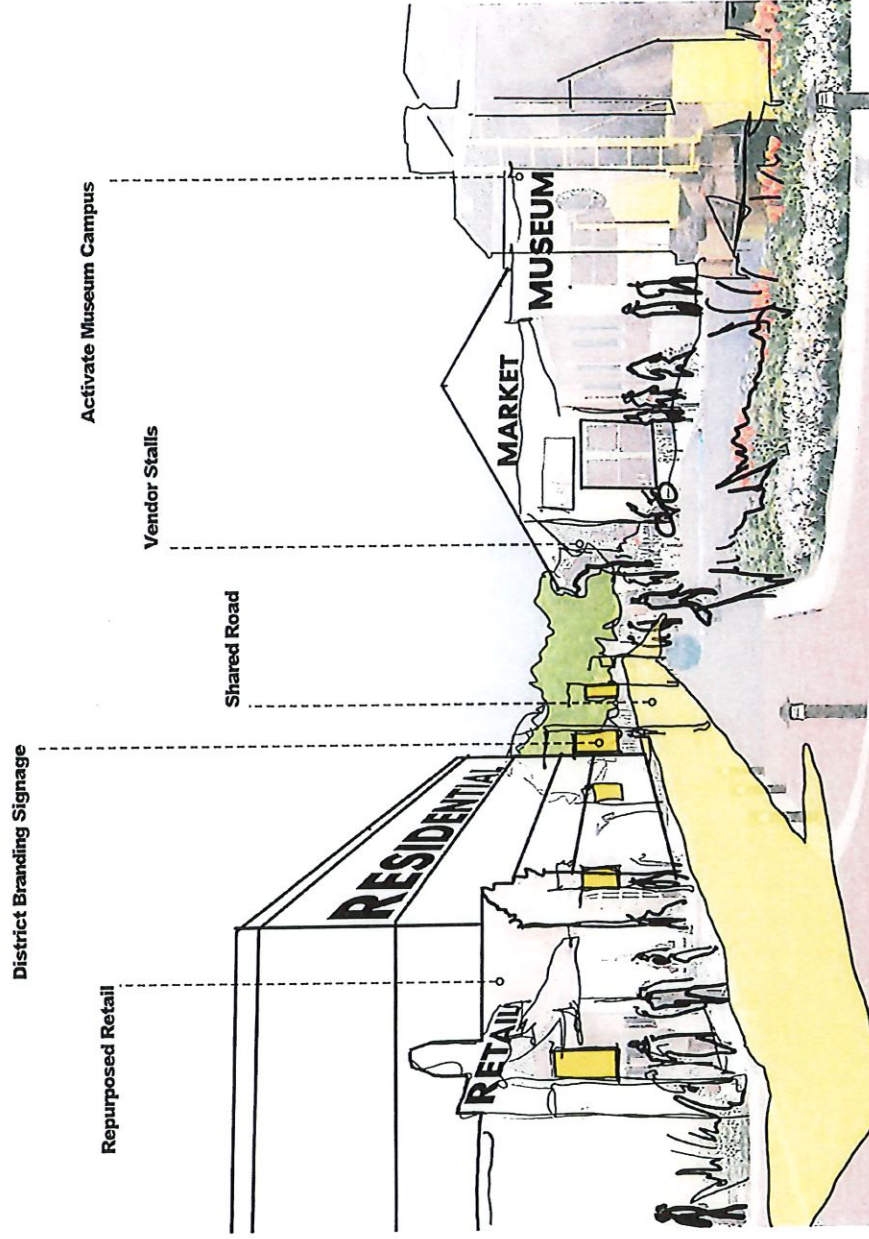
The arcade offers a sustainable and visually appealing environment that comfortably accommodates groups of people, whether they are enjoying a meal, sipping coffee, or playing with their children. The inclusion of housing above ensures residents are at the heart of the action, all within the framework of a harmonious blend of design elements to promote a lively, inclusive community space.

By providing community-specific retail, residential units, and destination-focused spaces at the ground level, the Freight Street Arcade seamlessly links with upcoming infrastructure improvements to South Main, connecting Freight Street to downtown.

PRECEDENT IMAGERY | BOTTLEWORKS, INDIANAPOLIS



SHARED ROAD CONCEPT SKETCH



Mixed-Use Development

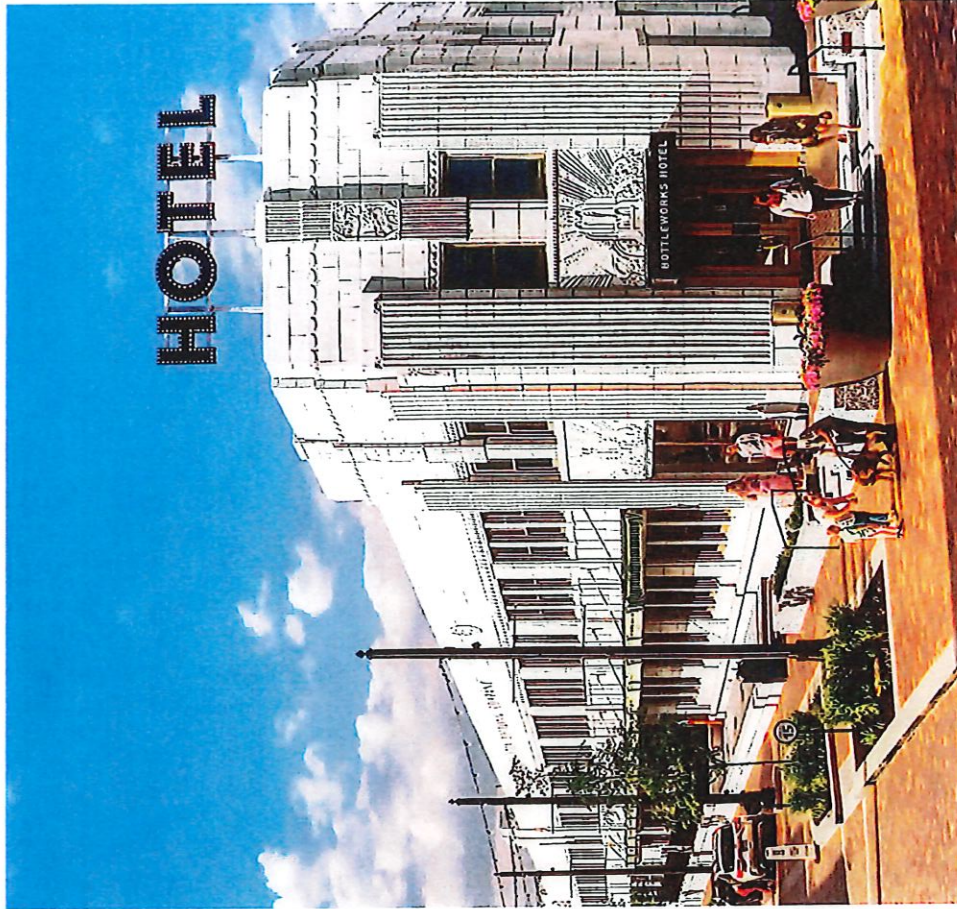
Mixed-use developments can contribute to urban revitalization by increasing population density, thereby boosting economic activity and supporting local businesses. This can lead to improved services and amenities that benefit all members of the community. Communal spaces in multi-family developments encourage social interaction among residents. This can lead to strong community bonds and social support networks, fostering overall well-being.

This diversity caters to a wide demographic, including individuals and families with varying income levels, helping address housing disparities. By providing housing options for people with different income levels, multi-family developments create economically diverse neighborhoods.

The Freight Street District offers a diverse mix of retail and amenities alongside traditional multi-family, helping to boost residential density south of downtown Elkhart, connecting the momentum of Tolson and south Elkhart with the heart of the city.



PRECEDENT IMAGERY



PRECEDENT IMAGERY

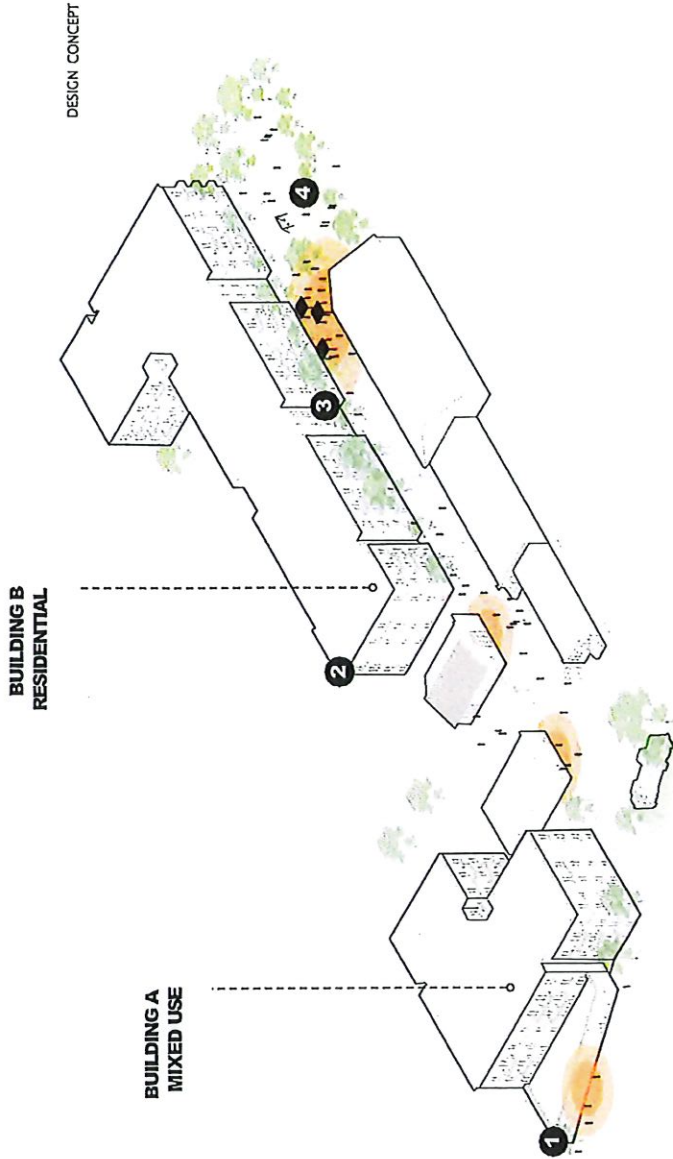


Building Blocks of the Freight District

The design integrates the site's urban character with its native ecosystem past creating a sustainable and vibrant environment that merges seamlessly into its social and active surroundings. An inspired arcade organizes circulation along Freight by enhancing refuge and accessibility while framing entrances to the new mixed-use buildings. Our proposal maintains a "main street" feel by incorporating a character and scale consistent with the existing historic main street building fabric.

A two to four story mixed-use development that includes street level retail, upper level residential, open-air spaces, and a shared pedestrian streetscape.

- A proposal that supports and diversifies the neighborhood economy by providing local conveniences as well as creates an attractive destination for the region
- A design that incorporates a relationship between the neighborhood's historic elements and provides an inspiration for future improvements and growth
- A plan that intentionally and meaningfully references the new Benham Ave. Comprehensive Plan,
- A program illustrating how the proposal may be completed and establish occupancy within the time period specified in the development agreement=
- A place with a "main street" feel that incorporates character and scale consistent with the existing historic main street building fabric



- 1** Adjacent to the Freight Street Arcade, a dynamic retail space that harmonizes with the plaza's energy and serves as a "third place" for the community to meet its daily needs and grab a coffee or bite to eat.
- 2** The multi-family residential component reflects the vibrant future of the community while meeting modern living standards. Our design approach aims to integrate thoughtful amenities and flexible living spaces to cater to diverse lifestyles.
- 3** Emphasizing the depot's mercantile history, the Freight Arcade links housing and destination together with a shared street full of attractions like a shade pavilion, and commercial amenities like a café and vendor stalls.
- 4** The museum campus could be rethought as an active place that could play host to train-watching events, farmers markets, and summer festivals.

Site Plan

Overview

The Freight Street District is composed of two buildings offering 144 units and over 9,000 SF of retail and amenity options. The four-story Building A faces South Main and offers 3,300 of leaseable retail to reinforce the street's historic commercial character. It also holds potential for a rooftop amenity deck for the building's 40 residential units. Building B rests along Freight and encloses the street with four floors of residential units and amenities, including 104 units and nearly 2,000 SF of amenities. The L-shaped building hugs a surface parking lot that holds 68 stalls and creates space for 15 on-street spaces.

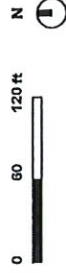
To the north, Freight Street is transformed into a shared arcade between Building B and the National New York Central Railroad Museum, hoping to leverage Elkhart's rich railroad history and creating a new destination space for summer festivals, farmers markets, and community events. The museum campus will be an integral part of this development and parcels along the southern boundary of the tracks are eyed for potential parking.

Streetscape

Main St. improvements incorporate sidewalk frontage along active storefronts, tree planters, and parallel parking for public use. The primary building form is designed to break an otherwise long facade through use of recesses, height changes, and canopies resulting in pockets for planting or covered seating. The proposed improvements to Freight Street can accommodate alternative event functions and be closed to traffic - i.e. pedestrian market, food trucks, placemaking, programming, and community pop-up events.



- 1 Building A: Mixed-Use
- 2 Retail
- 3 Freight Street Arcade
- 4 Building B: Residential
- 5 Potential Parking Acquisition
- 6 Museum Campus



Programming (Building A)

A four story mixed-use development that includes street level retail, upper level residential, open-air spaces, and a shared streetscape.

49,430 Gross Square Feet

4,000 SF Commercial
3,300 SF Leasable Retail

35,465 SF Residential
40 Apartments
Studios, 1 + 2 Bedroom Units
7 x Studio (18%)
15 x 1 Bedroom (38%)
18 x 2 Bedroom (45%)

2,670 SF Residential Amenities
Lobby | Lounge | Fitness/Bike | Office/Management

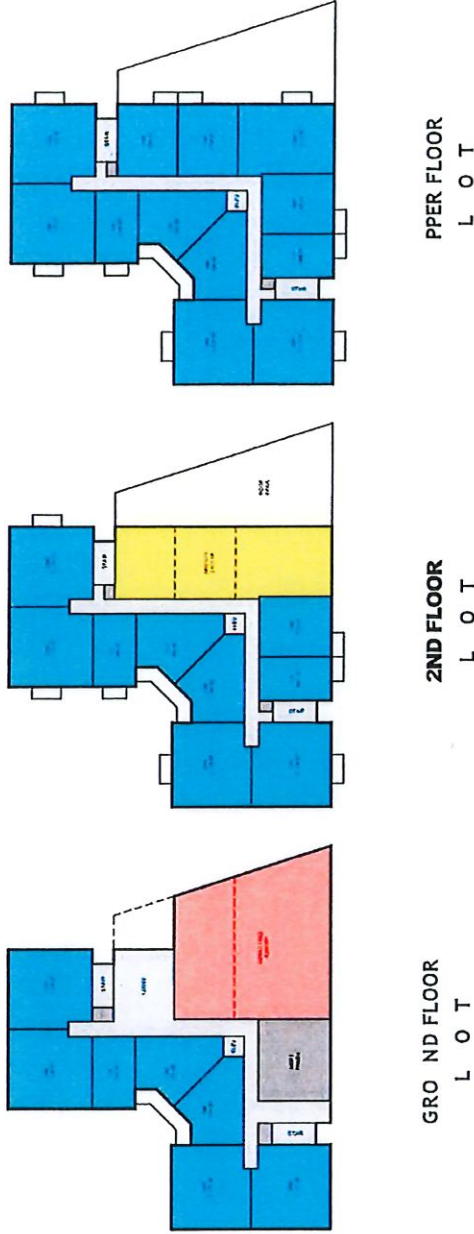
TBD Parking Stalls*

On-street - 18 Stalls
Off-street - TBD Stalls**
*34 Parking Stalls Required
20 - Residential
14 - Commercial

** Parking may be facilitated by lots across Main or Freight Streets

LEGEND

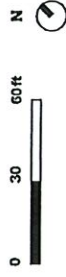
- RESIDENTIAL
- ROOFDECK
- AMENITIES
- COMMERCIAL RETAIL
- MEP / BOH



PPER FLOOR
L O T

2ND FLOOR
L O T

GRO ND FLOOR
L O T





Programming (Building B)

A four story residential development that includes street level walkups, upper level residential, open-air spaces, and a shared streetscape.

97,240 Gross Square Feet

81,260 SF Residential

- 104 Apartments
- Studios, 1 + 2 Bedroom Units
- 26 x Studio (25%)
- 56 x 1 Bedroom (54%)
- 22 x 2 Bedroom (21%)

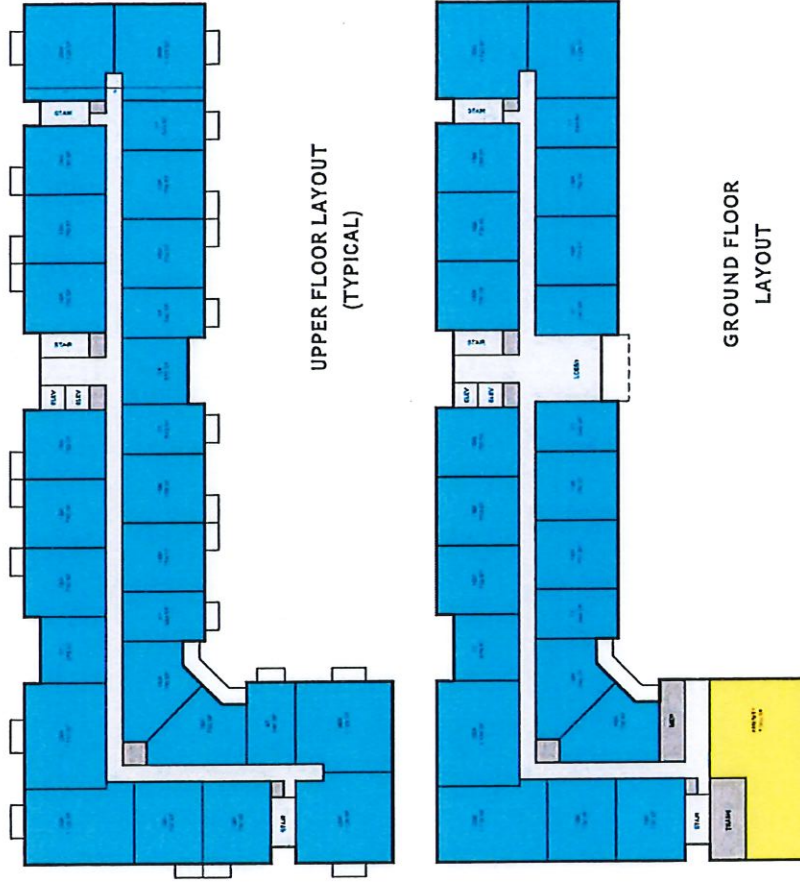
1,910 SF Residential Amenities

Lobby | Lounge | Fitness/Bike | Office/MGMT

83 Parking Stalls*

- On-street - 15 Stalls
- Off-street - 62 Stalls*
- **52 Parking Stalls Required (out of 104)

*The number of parking spaces required may be reduced by up to 50% for structures that include at least two hours of occupiable space in CDD zoning



LEGEND

- RESIDENTIAL
- CIRCULATION
- AMENITIES
- LIVE WORK
- COMMERCIAL RETAIL
- MEP / BOH

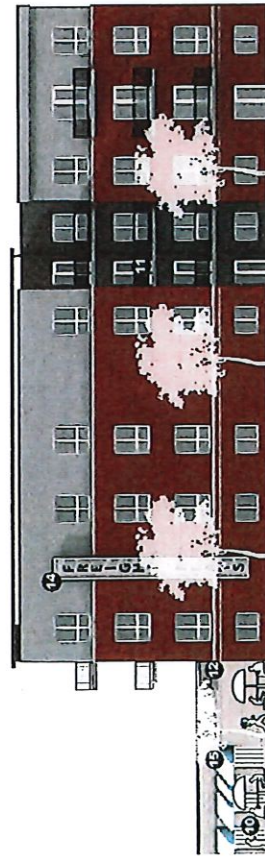


Elevations - Building A

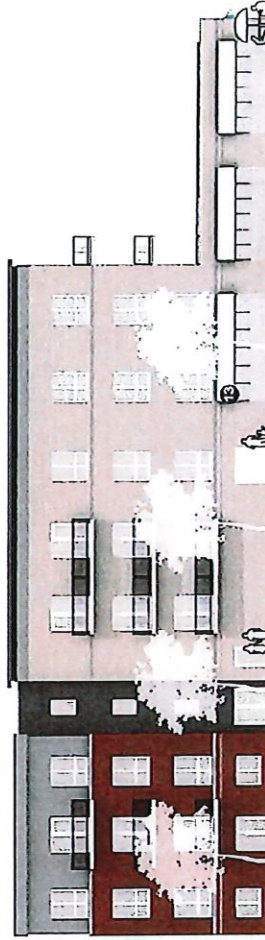
- 1. - Brick Vaneer Color 1
- 2. - Brick Vaneer Color 2
- 3. - Brick Vaneer Color 3
- 4. - Metal Cladding Color 1
- 5. - Metal Cladding Color 2
- 06 - Metal Flashing Cap Color 1
- 07 - Metal Flashing Cap Color 2
- 08 - Metal Coping
- 09 - Wood Accent
- 10 - Storefront
- 11 - Metal Bar Balcony Railing
- 12 - Steel Canopy
- 13 - Fabric Awning
- 14 - Dimensional Letter Signage



NORTHEAST ELEVATION - MAIN ST.



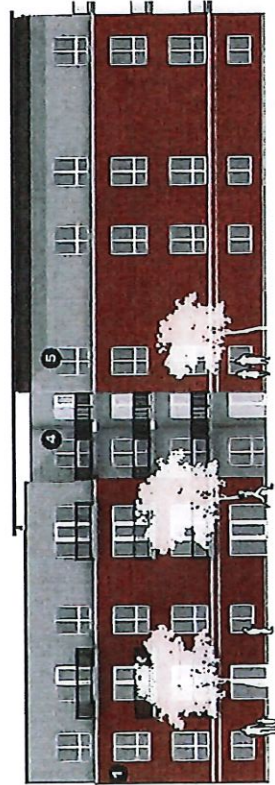
NORTHWEST ELEVATION



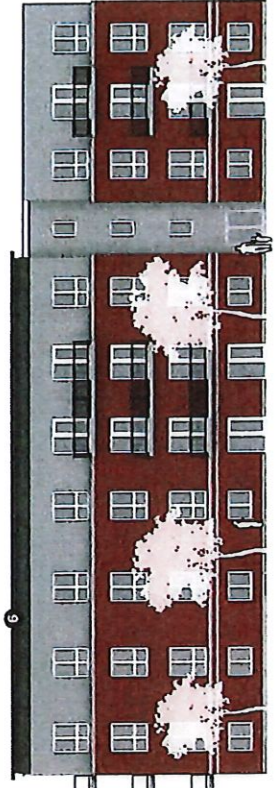
SOUTHEAST ELEVATION

Elevations

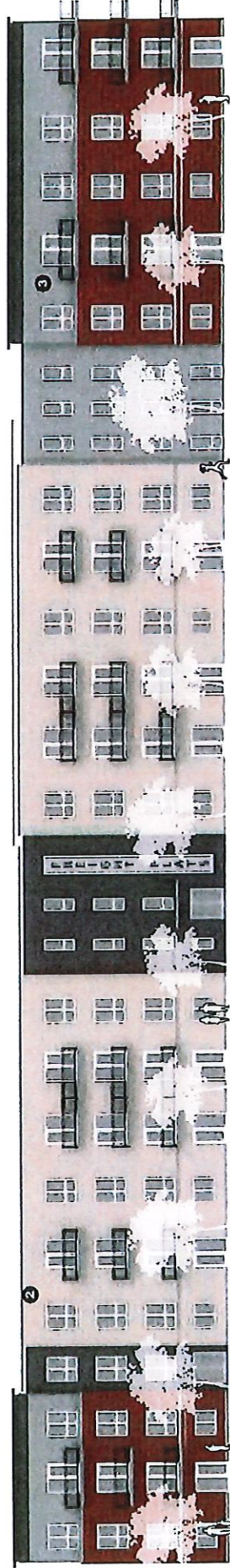
- 1. - Brick Vaneer Color 1
- 2. - Brick Vaneer Color 2
- 3. - Brick Vaneer Color 3
- 04 - Metal Cladding Color 1
- 05 - Metal Cladding Color 2
- 06 - Metal Flashing Cap Color 1
- 07 - Metal Flashing Cap Color 2
- 08 - Metal Coping
- 09 - Wood Accent
- 10 - Storefront
- 11 - Metal Bar Balcony Railing
- 12 - Steel Canopy
- 13 - Fabric Awning
- 14 - Dimensional Letter Signage



NORTHEAST ELEVATION - MAIN ST.



SOUTHWEST ELEVATION - MAIN ST.



NORTHWEST ELEVATION - FREIGHT ST.





July 2, 2024

Via Email
Garrison Frazier Development Corporation, LLC
Attn: Steve Scott
127 E. Michigan St., Suite 110
Indianapolis, Indiana 46204
Email: sscott@garrisonfrazier.com

Re: City of Elkhart 1000 S Main St Redevelopment

Dear Mr. Scott:

Based upon the information and documents provided by Garrison Frazier Development Corporation, LLC (the "Company") as of the date of this letter, in connection with the development of that certain multifamily rental and mixed-use real estate project, commonly known as Freight Street - Mixed Use Development, located on that certain 1.6 acre site on the west side of Main Street., between Freight Street and St. Joseph Street, Elkhart, IN 46516 (the "Project"), Milhaus, LLC (or an affiliate thereof ("Milhaus") reasonably intends to (a) advance all reasonable predevelopment expenses relating to the Project pursuant to a mutually agreed upon pre-development budget and (b) collaborate and commit to provide Company the equity resources and additional guaranties for securing construction loans to complete the Project, subject to (i) there being no adverse change in the financial condition of Company, (ii) Company's satisfaction of representations, warranties, agreements, covenants, and conditions as are customary for a transaction of this type, size, and complexity, and (iii) Milhaus's satisfactory completion of its due diligence investigation and analysis.

Should you have any questions regarding the foregoing, please contact me.

Sincerely,

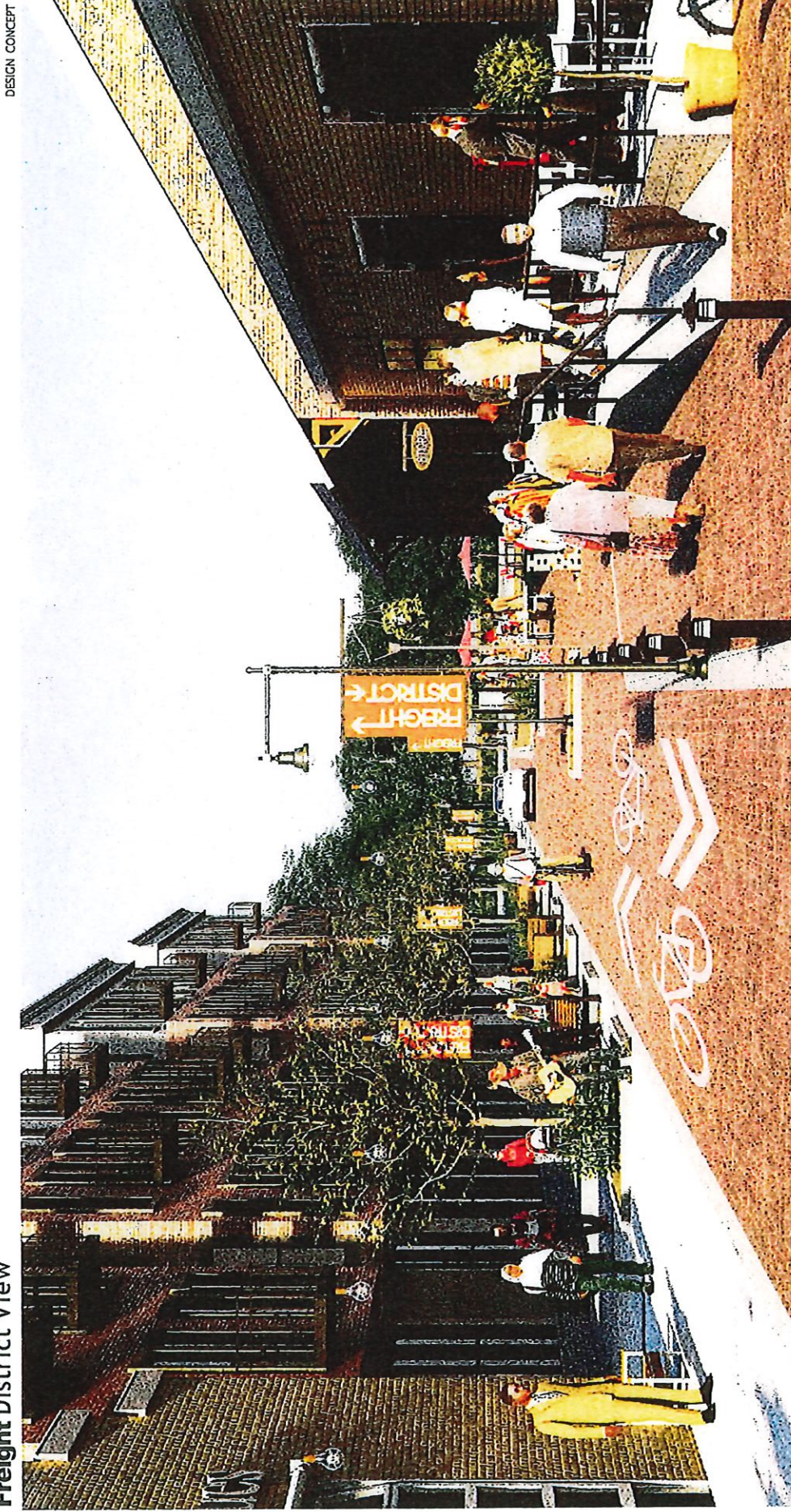
Tadd M. Miller, CEO

cc: Tom Sardelli (via email)
Quentin Jennings (via email)
Michael Thottichira (via email)

Freight Street View West



Freight District View



DESIGN CONCEPT

RESOLUTION NO. 24-R-20

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS (INTER-DEPARTMENT)
OF THE CITY OF ELKHART, INDIANA
AUTHORIZING THE TRANSFER OF REAL PROPERTY
FROM THE ELKHART REDEVELOPMENT COMMISSION**

16' strip off East Side of 117 Freight Street

WHEREAS, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the Elkhart, Indiana, Department of Redevelopment (the "Department") exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the "Act") and is a body corporate and politic; and

WHEREAS, the City of Elkhart, Indiana, Board of Public Works (**Inter-Department**) (the "Board") has custody of and may maintain all property owned by the City of Elkhart, Indiana (the "City") pursuant to I.C. § 36-9-6-3; and

WHEREAS, pursuant to I.C. § 36-1-11-8, the City, acting by and through the Board, may accept the transfer of property from another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the Department, by and through the Commission, has presented to the Board, a request to transfer to the City the vacant area more particularly described on Exhibit A (the "Property"); and

WHEREAS, the City, through the Board, desires to accept the transfer of the Property to the City; and

WHEREAS, the Department has adopted a resolution consistent with the requirement of I.C. § 36-1-11-8.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART BOARD OF PUBLIC WORKS (INTER-DEPARTMENT) AS FOLLOWS:

1. The transfer of the Property described on Exhibit A situated in Elkhart County, Indiana from the City of Elkhart, Indiana, Department of Redevelopment, to the City of Elkhart, Indiana, by its Board of Public Works, shall be, and hereby is, authorized and approved.

2. This Resolution shall be in full force and effect upon its adoption and upon the adoption by the Department of a resolution consistent with the requirements of I.C. § 36-1-11-8.

ADOPTED at a meeting of the Elkhart Board of Public Works (**Inter-Department**) held on _____, 2024, at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART, INDIANA
BOARD OF PUBLIC WORKS
(Inter-Department)**

Michael Machlan, President

Jamie Arce, Vice-President

Andy Jones, Member

Ronnie Davis, Member

Rose Rivera, Member

ATTEST:

Nancy Wilson, Clerk of the Board of Public Works

EXHIBIT A

Property to be Transferred

Part of Lot Numbered 9 as the said Lot is known and designated on the recorded Plat of SOUTH ELKHART, an Addition to the City of Elkhart; said Plat being recorded in Deed Record 23 page 236 in the Office of the Recorder of Elkhart County, Indiana being more particularly described as follows:

Commencing at the northeast corner of said Lot 9; thence southwardly along the easterly line of said Lot 9 a distance of 64 feet to the place of beginning of this description; thence continuing southwardly along the easterly line of said Lot 9 a distance of 68 feet to the southeast corner of said Lot 9; thence southwestwardly along the southerly line of said Lot 9 a distance of 16 feet; thence northwardly parallel with the said easterly line a distance of 68 feet; thence eastwardly parallel with the northerly line of said Lot 9 a distance of 16 feet to the place of beginning of this description.

CITY OF ELKHART

The city with a heart

TO: Elkhart Board of Public Works
FROM: Elkhart City Attorney
DATE: _____, 2024
RE: Resolution 24-R-20 Transfer of 16' Parcel for Water/Sewer and ROW

The City Department of Redevelopment acquired the title to Lot 9 from Dave Osborne and desires to transfer 16' off the East Side to the City for installation of Water and Sewer Services and paved right of way.

The Legal Department respectfully requests the Board of Public Works to:

Approve Resolution 24-R-20 Approving the Transfer of Real Estate to the City.

RESOLUTION NO. 24-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING ENVIRONMENTAL
TESTING OF PFAS CONTAMINATION AT 824 REN STREET

Whereas, The Commission has been working with the Indiana Brownfields Program (IBP) on modifying the Environmental Restrictive Covenants applicable to 824 Ren Street, IBP has requested additional testing on the site relating to PFAS, and the Commission desires to employ Environmental Management Consultants (EMC) to perform the sampling, evaluation and reporting (the "Services"), as outlined in the attached Engagement Letter (the "Agreement"); and

Whereas, the Commission has reviewed the Services to be performed in accordance with the proposed Agreement and believes it is in the best interest of the City and its inhabitants that EMC be employed to provide the Services described therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Environmental Management Consultants to provide the Services described in the Agreement.
2. The Commission approves the form and content of the Agreement and all attachments and exhibits thereto.
3. The Commission approves the Estimated Fee of \$11,937.95 specified in the Agreement, and appropriates the sum of \$11,937.95 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of the Services. Any unused funds remaining after completion of the Services will be returned to the appropriate fund.
4. The Commission authorizes its officers to execute and deliver the Agreement and to do all acts which they deem necessary and desirable to carry out the terms and obligations contemplated therein.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF AUGUST 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 8/6/24
Re: 824 Ren Street Additional Testing

Staff has been working with Indiana Brownfields Program (IBP) on modifying the Environmental Restrictive Covenants on the parcel at 824 Ren St, during that process IBP staff requested that we do some additional testing on the site. Attached is a proposal from Environmental Management Consultants for the additional testing. Staff requests the Commission appropriate \$11,937.95 to cover these costs.

Environmental Management Consultants

August 6, 2024

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

**Subject: Proposal for Environmental Services
PFAS Investigation
824 Ren Street
Elkhart, Indiana 46516**

Dear Mr. Fann:

Environmental Management Consultants, LLC (EMC) is pleased to present this Limited Site Investigation (LSI) proposal to perform soil sampling at 824 Ren Street in Elkhart, Indiana (Site). This scope of work has been prepared at the request of the Indiana Brownfields Program to evaluate potential per-and polyfluoroalkyl substances (PFAS) in the soil. Biosolids were previously utilized to top the previously completed arsenic excavation. Historically biosolids have been known to contain PFAS.

SCOPE OF WORK

Specific tasks include the following:

- Advance four soil borings at the Site. Four soil borings will be advanced to an approximate depth of one foot below the ground surface (bgs).
- Collect four on-site soil grab samples.
- Conduct data evaluation and submit a Limited Site Investigation Addendum report to the Indiana Brownfields Program.

Utility Location

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

Soil Boring Advancement

Advance four soil borings using a hand auger. Four borings will be advanced until an approximate depth of one-foot bgs. The borings will be advanced in the area of the previous soil excavation. Soils will be classified in general accordance with the Unified

Soil Classification System and field screened for potential impacts using visual and olfactory methods and a photoionization detector (PID). One soil sample will be collected from the zero to one foot interval of each soil boring. Soil samples will be submitted for laboratory analyses for the following parameter:

- Per-and Polyfluoroalkyl Substances (PFAS) by U.S. EPA Method 537

In addition, the following quality assurance/quality control sample will be collected: one duplicate sample per 20 samples collected. Standard laboratory analytical turn-around time will be ten to 15 business days following the day of sample receipt at the laboratory. A level II data package will be provided for all analyses.

LSI Report Addendum

Upon completion of the field work and upon receipt of the laboratory data, EMC will prepare an LSI Addendum report detailing the results of the investigation. The report will include the laboratory analytical reports, figures, tables, and a discussion of the results.

COST ESTIMATE AND ASSUMPTIONS

The above Scope of Work will be performed on a lump sum basis for an estimated cost based on the attached budget spreadsheet. The estimated lump sum cost is **\$11,937.95**. Costs are broken down further on the attached budget spreadsheet.

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

SCHEDULE

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

LIMITATIONS

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

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

Sincerely,



Matt Feller, LPG
Regional Director



Tracy McConnell, PG
Senior Project Manager

Attachments:

Authorization
Budget Spreadsheet
Terms and Conditions

AUTHORIZATION

I have read the attached Proposal dated August 6, 2024, including the Scope of Work, Cost Estimate, Schedule, and Limitations as presented by EMC, and the attached Terms and Conditions. By signing below, I authorize EMC to proceed under the Scope of Services as described herein. I understand that EMC will conduct this work without warranty, either express or implied, and that no such warranty is in consideration under this agreement. Work performed outside the above scope of services will be considered a change order and will be discussed before additional costs are incurred.

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

By:

Date: August 6, 2024



Printed: Matt Feller, LPG
Title: Regional Director

Accepted by: _____

Date: _____

Printed: _____

Title: _____

Project Title:
 Project Number/Name:
 Date:

Ren Street ERC Modification Investigation
 124007
 8/6/2024



Limited Site Investigation							
		Price	Unit	# Units		Subtotal	Task Total
Labor - Project Preparation, Scoping, Liaising with City of Elkhart							
	Director	\$ 190.00	hr	1.0		\$190.00	
	Sr Professional	\$ 175.00	hr	4.0		\$700.00	
	Sr Geologist	\$ 175.00	hr			\$0.00	
	Project Professional	\$ 145.00	hr	2.0		\$290.00	
	Senior Staff Professional	\$ 125.00	hr			\$0.00	
	Drafting	\$ 90.00	hr	1.0		\$90.00	
						\$1,270.00	\$1,270.00
Labor - Field							
	Director	\$ 190.00	hr	1.0		\$190.00	
	Sr Professional	\$ 175.00	hr	3.0		\$525.00	
	Project Professional	\$ 145.00	hr	18.0		\$2,610.00	
						\$3,325.00	\$3,325.00
Labor - Office/Reporting/IDEM Communication							
	Director	\$ 190.00	hr	2.0		\$380.00	
	Sr Professional	\$ 175.00	hr	15.0		\$2,625.00	
	Sr Geologist	\$ 175.00	hr			\$0.00	
	Project Professional	\$ 145.00	hr	4.0		\$580.00	
	Senior Staff Professional	\$ 125.00	hr			\$0.00	
	Drafting	\$ 90.00	hr	5.0		\$450.00	
						\$4,035.00	\$4,035.00
Contractors/Consultants							
	Utility Locate		LS			\$0.00	
	Driller		LS			\$0.00	
						\$0.00	\$0.00
Contractor/Consultant - Laboratory							
	Soil PFAS	\$ 295.00	ea	5.0	1.15	\$1,696.25	
	PFAS Free Water, 1 gal	\$ 75.00	each	5.0	1.15	\$431.25	
						\$2,127.50	\$2,127.50
Direct Costs - Expenses							
	Hotel	\$ 160.00	day	1.0	1.15	\$184.00	
	Meals	\$ 79.00	LS	2.0	1.15	\$181.70	
						\$365.70	\$365.70
Direct Costs - Chargeable Equipment Expense		Rate (hr/unit)	# Hrs/Units	Rate (day/use)	# days/use	Subtotal	
Vehicles	Field Vehicle - Mileage	\$ 0.75	685			\$ 513.75	
Meters	Elec. Well Sounder (Probe)			\$ 35.00		\$ -	
	PID or 580 OVM			\$ 160.00	1	\$ 160.00	
Sampling	Hand Auger	\$ 55.00	1			\$ 55.00	
	Tubing - Polyethylene: 1/4" OD (per foot)	\$ 1.95				\$ -	
Vapor	Soil Gas Screen: 12-inch	\$ 65.00				\$ -	
Other	Surveying Equipment (Transit & Rod)			\$ 15.00	1	\$ 15.00	
	Measuring Wheel					\$ -	
Safety	Nitrile Sampling Gloves (Disposable)	\$ 0.22	50			\$ 11.00	
	Routine Field and Safety Equipment			\$ 60.00	1	\$ 60.00	
Production	Color Copies	\$ 0.40				\$ -	
	B/W Copies	\$ 0.25				\$ -	
						\$ 814.75	\$814.75
PHASE TOTAL							\$11,937.95

General Contract Conditions

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

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

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

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

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

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

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

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

2. **Client Responsibilities:**

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

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

3. **EMC's Responsibilities:**

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

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

4. **Governing Law:** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Indiana.

5. **Indemnification:** The Client agrees to save harmless and indemnify EMC from any and all claims by any parties public or private including but not limited to governmental agencies in charge of environmental compliance which may result from matters outside the scope of services to be rendered by EMC, or which arise as a result of any non-disclosure or misrepresentation to EMC by the Client or the Client's representative as to environmentally hazardous materials stored or managed by the Client or as result of the Client's negligence. Such indemnification shall extend to indemnifying EMC for all costs and expenses, including attorney fees, of defending any such claims.

6. **Force Majeure:** In no event shall EMC have responsibility or liability to the Client for any failure or delay in performance by EMC, which results, directly or indirectly, in whole or in part, from any causes or circumstances beyond the reasonable control of EMC. Such causes and circumstances include, but are not limited to, fires, floods, strikes, riots, sabotage, explosion, adverse weather conditions not reasonably anticipated, unavoidable casualties, unavailability or insufficiency of labor, materials, supplies, equipment, transportation or services, process shut down, equipment malfunction, acts of God or public enemy, acts or omissions of Client, loss of permits, delays in mail or delivery services, court orders, acts, or any statute, regulation or rule of the federal, state or local government or any agency thereof. Work stoppage or interruption in the performance of Services under this Agreement caused by any of the above events may result in additional costs beyond those outlined by EMC in the Specific Services Agreement, which shall entitle EMC to an adjustment in the charges and fees for Services under this Agreement.

7. **Dispute Resolution:** In an effort to resolve any conflicts that arise during or following the completion of the project, the Client and EMC agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

8. **Termination:** Either the Client or EMC may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay EMC for all services rendered and all costs incurred up to the date of termination, in accordance with the payment provisions of this Agreement.

9. **Severability and Survival:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

10. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and EMC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of EMC and his subcontractors to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of EMC and his subcontractors to the Client shall not exceed twice EMC's total fee for services rendered on this Project.

11. **Payment:** Invoices for services will be submitted by Environmental Management Consultants, LLC (EMC) monthly or when the work is completed. Invoices will be due within 30 days. Should charges be in dispute, those disputed charges should be identified in writing and sent to EMC within 30 days. Unless identified in writing as being disputed charges, any undisputed charges are to be paid under terms of Net 30 and will accrue interest at the rate of 12% per annum. Any invoice not paid within 90 days will be considered in Default and subject to collection. CLIENT will be held responsible for any and all collection fees and reasonable attorney's fees in connection with attempts to collect any balance due or owed.

12. **Disclaimers:**

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

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

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

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

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

RESOLUTION NO. 24-R-_____

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM
THE CITY OF ELKHART

2101-2111 South Main Street
and
Tract B on Replat of Lots 51-78 Hudson Sterling Addition

WHEREAS, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the Elkhart, Indiana, Department of Redevelopment (the "Department") and of the Redevelopment District of the City of Elkhart, Indiana (the "Redevelopment District"), exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the "Act") and is a body corporate and politic; and

WHEREAS, the City of Elkhart, Indiana, Board of Public Works (the "Board") has custody of and may maintain all real property owned by the City of Elkhart, Indiana (the "City") pursuant to I.C. § 36-9-6-3; and

WHEREAS, pursuant to I.C. § 36-1-11-8, the City, acting by and through the Board, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the Department, through the Commission, desires to accept transfer of the Property from the City and to authorize the staff of the Department to accept quitclaim deeds effecting the transfer of the Property and cause those to be presented for recording; and

WHEREAS, the City, by and through the Board, wishes to transfer to the Commission certain parcels of land or interests therein previously acquired by the Board and more particularly described at Exhibit A (the "Property"); and

WHEREAS, the Board has adopted a resolution consistent with the requirement of I.C. § 36-1-11-8.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The transfer of the Property, or the City's interests therein, described at Exhibit A situated in Elkhart County, Indiana, by the City of Elkhart, Indiana, acting by and through its Board of Public Works, (**Inter-Department**) to the "City of Elkhart, Indiana Department of Redevelopment, a municipal corporation" shall be, and hereby is, authorized and approved.

2. The staff of the Department of Redevelopment shall be, and hereby are, authorized

to accept and cause to be recorded with the Elkhart County Recorder's Office a quit claim deed transferring the City's interests in the Property described at Exhibit A.

3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the Elkhart Redevelopment Commission held on August 13, 2024, at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART,
DEPARTMENT OF REDEVELOPMENT**

Signature

Sandra Schreiber, President _____

Printed Name and Title

Elkhart Redevelopment Commission

ATTEST:

Signature

Dina Harris, Secretary _____

Printed Name and Title

Elkhart Redevelopment Commission

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

Also:

Tract B as known and designated on the recorded Replat of Lots 51-78 of Hudson Sterling Addition to the City of Elkhart; said Plat being recorded in Document Number 2011-18408 in Plat Book 33, page 90 in the office of the Recorder of Elkhart County, Indiana, located in the East Half of the Southwest Quarter of Section 9, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, being more particularly described as follows:

Beginning at the one inch pinch pipe located at the east corner of said Tract B; thence South 56°03'45" West along the southeast line of said Tract B 199.00 feet to a 5/8 inch "SCHNAARS" Capped Rebar located at the south corner of said Tract B; thence North 33°55'40" West along the southwest line of said Tract B 200.00 feet to a 5/8 inch "SCHNAARS" Capped Rebar located at the West corner of said Tract B; thence North 56°03'45" East along the northwest line of said Tract B 199.00 feet to a 5/8 inch "SCHNAARS" Capped Rebar located at the north corner of said Tract B; thence South 33°55'40" East along the northeast line of said Tract B 200.00 feet to the place of beginning, and containing 0.91 acres.

Tax Parcel 20-06-09-329-003.000-012

ACCEPTANCE

The Grantee hereby accepts the foregoing Quit Claim Deed.

Executed this 13th day of August, 2024.

“GRANTEE”

CITY OF ELKHART, INDIANA
DEPARTMENT OF REDEVELOPMENT

Sandra Schreiber, President
Elkhart Redevelopment Commission

ATTEST:

Dina Harris, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Sandra Schreiber and Dina Harris, known to me to be the President and Secretary of the City of Elkhart, Indiana Redevelopment Commission, and acknowledged the execution of the foregoing Acceptance on the 13th day of August, 2024.

Gary D. Boyn
Notary Public

This Instrument was prepared by the law firm of Warrick & Boyn, LLP, 861 Parkway Avenue, Elkhart, Indiana 46516, by Gary D. Boyn. 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/ Gary D. Boyn _____

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

Also:

Tract B as known and designated on the recorded Replat of Lots 51-78 of Hudson Sterling Addition to the City of Elkhart; said Plat being recorded in Document Number 2011-18408 in Plat Book 33, page 90 in the office of the Recorder of Elkhart County, Indiana, located in the East Half of the Southwest Quarter of Section 9, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, being more particularly described as follows:

Beginning at the one inch pinch pipe located at the east corner of said Tract B; thence South 56°03'45" West along the southeast line of said Tract B 199.00 feet to a 5/8 inch "SCHNAARS" Capped Rebar located at the south corner of said Tract B; thence North 33°55'40" West along the southwest line of said Tract B 200.00 feet to a 5/8 inch "SCHNAARS" Capped Rebar located at the West corner of said Tract B; thence North 56°03'45" East along the northwest line of said Tract B 199.00 feet to a 5/8 inch "SCHNAARS" Capped Rebar located at the north corner of said Tract B; thence South 33°55'40" East along the northeast line of said Tract B 200.00 feet to the place of beginning, and containing 0.91 acres.

Tax Parcel 20-06-09-329-003.000-012

INTERMEDIATE BOARD OF PUBLIC WORKS
10/1

CITY OF ELKHART

The city with a heart

DATE	<i>8/6/24</i>
APPROVED BY CITY OF ELKHART	
BOARD OF PUBLIC WORKS	
	<i>Andy Jones</i>
	<i>Michael C. Moyle</i>
	<i>Pam Dain</i>
	<i>Ja Heart</i>

TO: Board of Public Works

FROM: Elkhart City Attorney

DATE: August 6, 2024

RE: Resolution 24-R-19 Transfer of Tax Sale Parcels 20-06-16-202-017, 018, 019, 020.000-012 for 2101 South Main AND Tract B on Replat of Lots 51-78 Hudson Sterling Addition

The City acquired the title to 2101-2111 South Main and Tract B from the County. Each parcel was in the tax sale and not purchased. As a result, the tax sale certificates were transferred to the County. The County offered these to the City. Because the parcels were originally placed in the name of the City, rather than in "City of Elkhart, Department of Redevelopment", it is now necessary to transfer these parcels to the City of Elkhart, Department of Redevelopment so the Redevelopment Commission can complete a sale of the parcels.

The Legal Department respectfully requests the Board of Public Works to:

Approve Resolution 24-R-19 Approving the Transfer of Real Estate to the City of Elkhart, Indiana, Department of Redevelopment.

RESOLUTION NO. 24-R-19

A RESOLUTION OF THE BOARD OF PUBLIC WORKS (INTER-DEPARTMENT)
OF THE CITY OF ELKHART, INDIANA
AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE ELKHART REDEVELOPMENT COMMISSION

2101-2111 South Main Street
and
Tract B on Replat of Lots 51-78 Hudson Sterling Addition

WHEREAS, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the Elkhart, Indiana, Department of Redevelopment (the "Department") exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the "Act") and is a body corporate and politic; and

WHEREAS, the City of Elkhart, Indiana, Board of Public Works (**Inter-Department**) (the "Board") has custody of and may maintain all property owned by the City of Elkhart, Indiana (the "City") pursuant to I.C. § 36-9-6-3; and

WHEREAS, pursuant to I.C. § 36-1-11-8, the City, acting by and through the Board, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the Department, by and through the Commission, has presented to the Board, a request for the transfer to the Commission of the vacant lot more particularly described at Exhibit A (the "Property"); and

WHEREAS, the City, through the Board, desires to transfer the Property to the Department; and

WHEREAS, the Department will adopt a resolution consistent with the requirement of I.C. § 36-1-11-8.

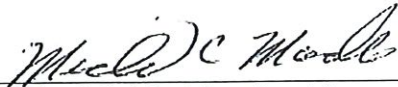
NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART BOARD OF PUBLIC WORKS (INTER-DEPARTMENT) AS FOLLOWS:

1. The transfer of the Property described at Exhibit A situated in Elkhart County, Indiana to the City of Elkhart, Indiana Department of Redevelopment, shall be, and hereby is, authorized and approved.

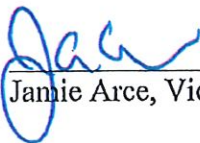
2. This Resolution shall be in full force and effect upon its adoption and upon the adoption by the Department of a resolution consistent with the requirements of I.C. § 36-1-11-8.

ADOPTED at a meeting of the Elkhart Board of Public Works (Inter-Department) held on August 6, 2024 at 229 South Second Street, Elkhart, Indiana 46516.

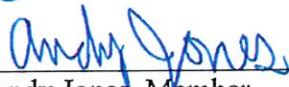
**CITY OF ELKHART
BOARD OF PUBLIC WORKS
(Inter-Department)**




Michael C. Machlan, President



Jamie Arce, Vice-President



Andy Jones, Member



Ronnie Davis, Member

Rose Rivera, Member

ATTEST:



Nancy Wilson, Clerk of the Board of Public Works

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

Also:

Tract B as known and designated on the recorded Replat of Lots 51-78 of Hudson Sterling Addition to the City of Elkhart; said Plat being recorded in Document Number 2011-18408 in Plat Book 33, page 90 in the office of the Recorder of Elkhart County, Indiana, located in the East Half of the Southwest Quarter of Section 9, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, being more particularly described as follows:

Beginning at the one inch pinch pipe located at the east corner of said Tract B; thence South 56°03'45" West along the southeast line of said Tract B 199.00 feet to a 5/8 inch "SCHNAARS" Capped Rebar located at the south corner of said Tract B; thence North 33°55'40" West along the southwest line of said Tract B 200.00 feet to a 5/8 inch "SCHNAARS" Capped Rebar located at the West corner of said Tract B; thence North 56°03'45" East along the northwest line of said Tract B 199.00 feet to a 5/8 inch "SCHNAARS" Capped Rebar located at the north corner of said Tract B; thence South 33°55'40" East along the northeast line of said Tract B 200.00 feet to the place of beginning, and containing 0.91 acres.

Tax Parcel 20-06-09-329-003.000-012

RETURN TO:

Department of Redevelopment
201 South Second Street
Elkhart, Indiana 46516

AUDITOR'S RECORD

TRANSFER NO.: _____
TAXING UNIT: _____
DATE: _____
PARCEL ID: _____

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, THAT the City of Elkhart, Indiana, *the Grantor*, Conveys and Quit-claims to City of Elkhart, Indiana Department of Redevelopment, a Municipal Corporation, *the Grantee*, for no monetary consideration, the following described real estate in Elkhart County, in the State of Indiana, to-wit:

See Exhibit A attached hereto.

Subject to all easements, restrictions and public rights of way of record.

The Grantor herein is a tax-exempt entity and therefore there are no real estate taxes or assessments levied or assessed against the above-designated real estate prior to the date of this deed.

The Grantor hereby conveys the above-described real estate free and clear of all leases, licenses, or other interests, both legal and equitable, subject to all easements, highways and public rights of way of record.

The undersigned state that each is a duly elected official of the Grantor and that each has statutory authority to execute this Deed.

NO SALES DISCLOSURE REQUIRED

Executed this 6th day of August, 2024.

“GRANTOR”

CITY OF ELKHART, INDIANA
BOARD OF PUBLIC WORKS

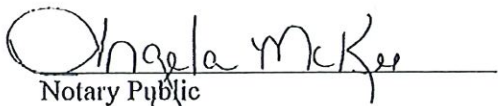
Michael Machlan
Michael Machlan, President
C.

ATTEST:

Nancy Wilson
Nancy Wilson, Clerk of the Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Michael Machlan and Nancy Wilson, the President and Clerk, respectively, of the City of Elkhart, Indiana Board of Public Works, and acknowledged the execution of the foregoing on the 6th day of August, 2024.


Notary Public



Interests in land acquired by:

City of Elkhart, Indiana
Department of Redevelopment
229 South Second Street
Elkhart, Indiana 46516

RESOLUTION NO. 24-R-_____

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

Whereas, The Commission has entered into an agreement to purchase the realty commonly referred to as 121 West Franklin 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 for \$3,125,000 (the "Purchase Agreement"); and

Whereas, the parties desire to amend the agreement to add an agreed allocation of the purchase price to the various parcels, all as set forth in Amendment No. 1 attached hereto (the "Amendment").

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the form and content of the Amendment.
2. The Officers of the Commission are hereby authorized to execute and deliver the Amendment and all other documents, and do all acts which they deem necessary and appropriate to complete the purchase of the Property.

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

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

AMENDMENT NO. 1 TO PURCHASE AGREEMENT

Tag Holdings, LLC ("Seller") and City of Elkhart, Indiana, Department of Redevelopment hereby amend their certain Purchase Agreement dated June 5, 2024, pertaining to the properties described on Exhibit A hereto, as follows:

1. The parties agree to the following allocation of the \$3,125,000 purchase price to the following parcels being purchased:
 - a. Tax Parcel 20-06-05-455-002.000-012 (improved office building):
Land \$ 300,000 and
Building \$ 2,100,000.
 - b. Tax Parcel 20-06-05-455-007.000-012 (parking lot): Land \$ 225,000.
 - c. Tax Parcel 20-06-05-454-001.000-012 (parking lot): Land \$ 250,000.
 - d. Tax Parcel 20-06-05-384-011.000-012 (parking lot): Land \$ 250,000.
2. In all other respects, the Agreement remains unchanged and enforceable in accordance with its original terms.

Dated: _____, 2024.

Tag Holdings, LLC

By: 

City of Elkhart, Indiana
Department of Redevelopment

By: _____

Sandra Schreiber, President
Elkhart Redevelopment Commission

Drafted by the law firm of Warrick & Boyn, LLP by Gary D. Boyn

RESOLUTION NO. 24-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF
CONSULTANT TO PROVIDE WOODLAND CROSSING MASTER PLAN
DEVELOPMENT SERVICES AND APPROPRIATING FUNDS

Whereas, The Commission has received and reviewed the attached Agreement for Professional Services (the "Contract for Services") to be performed by WBK Engineering, LLC ("WBK") to provide planning and design services to create the Woodland Crossing Shopping Center Redevelopment Master Plan as described in the Contract for Services (the "Services"); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of WBK at a fee not to exceed \$75,000.00 to perform the Services.
2. The Commission approves the form of Contract for Services attached hereto, authorizes the President to negotiate and agree to any revisions requested by Consultant she deems consistent with the intent of the Contract and reasonable, and authorizes its execution.
3. The Commission appropriates the sum of \$75,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of the Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 13th DAY OF AUGUST 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

CITY OF ELKHART, INDIANA
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES
(Edition 2020)

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission ("City") and WBK Engineering, LLC ("Consultant").

For the following Project: ("Project").
<u>Woodland Crossing Mall Project</u>

City and Consultant agree as follows:

ARTICLE 1- SERVICES OF CONSULTANT

1.01 *Scope*

A. Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - CITY'S RESPONSIBILITIES

2.01 *General*

A. City shall have the responsibilities set forth herein and in Exhibit A.

B. City shall pay Consultant as set forth in Exhibit A.

C. City shall make available to Consultant reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Consultant may rely upon said documents without independent verification unless advised by the City that verification may be needed.

ARTICLE 3 -SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Consultant shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time/or Completion*

A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Consultant's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than _____.

B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, shall be extended for the period of such delay or City shall authorize Consultant to work overtime to make up such lost time, and Consultant's compensation shall be adjusted equitably.

C. If, through no fault of City, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services are impaired, or Consultant's services are delayed by reason of any error, inconsistency or omission of Consultant, Consultant shall compensate City for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages exceed ten percent (10%), in the aggregate of Consultant's compensation. In addition, Consultant shall provide all necessary services at its own cost, including any overtime costs and expenses, required to make up time lost to City because of such delay.

D. If City authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be mutually agreed upon by the parties.

E. City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices.* Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to City. Consultant shall submit its invoices to City no more than once per month along with reasonable supporting detail. City shall use its best efforts to pay approved amounts no later than 40 days after receipt or as City's standard practices allow.

4.02 *Payments*

A. Should Consultant or its consultants fail to perform or otherwise be in default under the terms of this Agreement, City shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the City from any loss that may result. Payment of the amount withheld shall be made when the grounds for

the withholding have been removed.

B. Consultant's expense records shall be maintained in accordance with generally acceptable accounting principles and shall be available to City at mutually convenient times for all services to be compensated on the basis of actual cost.

ARTICLE 5 - GENERAL CONSIDERATIONS

5.01 Standards of Performance

A. The standard of care for all professional Consultants and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible to City for the costs of any errors or omissions of the Consultant or of consultants retained by Consultant.

B. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information.

C. Consultant and City shall comply with applicable Laws and Regulations. Consultant shall comply with City-mandated standards that City has provided to Consultant in writing.

ARTICLE 6 - USE OF DOCUMENTS

6.01 Use of Documents

A. Upon the making of final payment to Consultant, City shall receive ownership of the property rights of all of the documents prepared, provided or procured by Consultant. All documents prepared, provided or procured by Consultant shall be distributed to City. All documents, whether printed or electronic media format, shall be provided to City at any time upon the City's request. If this Agreement is terminated, City shall receive ownership of the property rights of the documents upon payment for all services rendered according to this Agreement, at which time, City shall have the right to use, to reproduce, and to make derivative works of the documents.

B. City may use, reproduce or make derivative works from the documents other projects without the prior authorization of Consultant.

C. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished

only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

D. The Consultant may not use the information gathered or the Documents created for this Project at the City's expense without the written consent of the City.

6.02 *Insurance*

A. Before commencing its services and as a condition of payment, Consultant shall procure and maintain professional liability insurance as set forth in Exhibit B, which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Consultant or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable.

B. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Consultant for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Consultant. The deductible shall be paid by Consultant.

C. Consultant shall deliver to City a copy of its Professional Liability policy. Such policy shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement. No policy shall be cancelled or modified without thirty (30) days prior written notice to City. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Consultant and its Professional Liability insurance carrier shall notify City within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. City shall have the right to notify directly Consultant's Professional Liability insurance carrier of a claim against the policy.

6.03 *Suspension and Termination*

A. *Suspension.*

1. By City: City may suspend the Project upon seven days written notice to Consultant.

2. By Consultant: If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to City, suspend services under this Agreement.

B. *Termination.*

1. The obligation to provide further services under this Agreement may be terminated for cause, by either party upon 14 days written notice in the event of substantial

failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

2. The obligation to provide further services under this Agreement may be terminated by Consultant upon seven days written notice if City demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or upon seven days written notice if the Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

3. The obligation to provide further services under this Agreement may be terminated for convenience, by City effective upon Consultant's receipt of notice from City.

C. *Effective Date of Termination.* The terminating party under Paragraph 6.03B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to demobilize personnel, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments upon Termination.* In the event of any termination under Paragraph 6.03, Consultant will be entitled to invoice City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

E. *Delivery of Project Materials to City.* Prior to the effective date of termination, the Consultant will deliver to City copies of all completed documents and other Project materials for which City has compensated Consultant.

6.05 *Controlling Law*

A. This Agreement shall be governed by the law of the State of Indiana.

6.06 *Successors, Assigns, and Beneficiaries*

A. City and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of City and Consultant (and to the extent permitted by Paragraph 6.06B the assigns of City and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from

any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Consultant to any other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

6.07 *Dispute Resolution*

A. City and Consultant agree to make a good-faith effort to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by formal negotiation between authorized representatives of each party. Formal negotiations shall take place at a mutually acceptable time and place within fifteen (15) days of notice. Formal negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

B. All applicable statutes of limitation and defenses based on the passage of time shall be tolled during the formal negotiation process.

C. Any changes to the Agreement resulting from formal negotiation shall be incorporated into the Agreement by addendum.

D. Any claims not resolved through formal negotiation may be subject to litigation at the discretion of the aggrieved party.

6.08 *Indemnification by Consultant*

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, and City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, Consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or Consultants.

ARTICLE 7. - CONFLICTS; MISCELLANEOUS

7.01 *Conflict of Interest*

A. The Consultant acknowledges and agrees that it does not have a current conflict of interest with the City and will not have a conflict of interest with the City during the term of this Agreement, regardless of whether that conflict of interest is real or perceived.

B. The City, in its sole discretion, may waive a conflict of interest if the Consultant notifies the City of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.

C. If the Consultant fails to disclose a conflict of interest before the effective date of this Agreement, the City may terminate this Agreement.

D. If the Consultant disputes the determination of the City's designated representative that the Consultant has a conflict of interest, the Consultant may appeal the designated representative's determination to the City's Redevelopment Commission. The Redevelopment Commission's decision on the matter shall be final.

7.02 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of final payment.

F. The provisions of this Agreement shall be construed according to the laws of the

State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

ARTICLE 8 -E-VERIFY REQUIREMENT

8.01 *Terms*

All terms defined in I.C. § 22-5-1.7 *et seq.* are adopted and incorporated into this section.

8.02 *Enrollment and Participation*

A. Pursuant to I.C. § 22-5-1.7 *et seq.*, Consultant shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

B. Consultant shall provide City with documentation that it is enrolled and participating in the E-Verify program.

8.03 *Affidavit*

A. Consultant is required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens.

B. This Agreement shall not take effect until said affidavit is signed by Consultant and delivered to City along with the documentation of the E-Verify program enrollment and participation.

8.04 *Subcontractors*

A. Should Consultant subcontract for the performance of any work under this Agreement, the Consultant shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-Verify program.

B. Consultant shall maintain a copy of such certification for the duration of the term of any subcontract.

C. Consultant shall also deliver a copy of the subcontractor certification to the City within seven days of the effective date of the subcontract.

8.05 *Employment of Unauthorized Aliens*

A. If Consultant, or any subcontractor of Consultant, knowingly employs or

contracts with any unauthorized alien, or retains an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien, Consultant shall terminate the employment of or contract with the unauthorized alien within thirty (30) days.

B. Should the Consultant or any subcontractor of Consultant fail to terminate the employment of, or contract with, the unauthorized alien within thirty (30) days, City has the right to terminate this Agreement without consequence.

8.06 *When E-Verify is not Required*

A. The E-Verify program requirements of this Agreement will not apply should the E-Verify program cease to exist.

ARTICLE 9 - EXHIBITS AND SPECIAL PROVISIONS

9.01 *Exhibits Included*

- A. Exhibit A, "Consultant's Services," consisting of seven (7) page(s).
- B. Exhibit B, "Insurance," consisting of one (1) page.
- C. Exhibit C, "Affidavit of E-Verify Enrollment and Participation" consisting of one (1) page.
- D. Exhibit D, "Certification Statement Regarding Investments in Iran," consisting of one (1) page.
- E. Exhibit E, "Title VI Notice," consisting of two (2) pages.

9.02 *Total Agreement*

A. This Agreement constitutes the entire agreement between City and Consultant for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument.

9.03 *Designated Representatives*

A. With the execution of this Agreement, Consultant and City shall designate specific individuals to act as Consultant's and City's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of City under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

9.04 *Suspension and Debarment*

A. Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state department or agency. Consultant will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

transaction by any state department or agency. Necessary certification forms shall be provided by the City.

9.05 *Investments in Iran*

A. The Consultant shall sign a certification statement regarding investments in Iran, and said statement is incorporated herein.

9.06 *Title VI Notice*

A. The Consultant shall sign an acceptance certification statement regarding Title VI notification and compliance with the City of Elkhart's Title VI Policy during the duration of this agreement, and said statement is incorporated herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY

CONSULTANT

City of Elkhart, Indiana, Department of
Redevelopment, acting by and through
Its Redevelopment Commission

WBK Engineering, LLC

By: _____
Title: _____

By: _____
Chuck Hanlon
Title: Vice President of Operations

Date: _____

Date: _____

Attest: _____
Clerk

Consultant License or
Certification No.: _____
State of: _____

Address for Giving Notices
Elkhart City Dept. of Redevelopment
229 South Second Street
Elkhart, Indiana 46516

Address for Giving Notices

Designated Representative

Designated Representative

Title: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Title: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

This is **EXHIBIT A**, consisting of seven pages, referred to in and part of the
Agreement between City and Consultant for Professional Services

Consultant's Services

WOODLAND CROSSING REDEVELOPMENT MASTER PLAN Elkhart, IN

August 8, 2024
City of Elkhart
C/O Michael Huber - Development Services Director
229 South 2nd Street
Elkhart, IN 46516

Bodwé Professional Services (Bodwé) is pleased to provide this proposal to City of Elkhart, known hereafter as "the Client") for planning and design services for the Woodland Crossing Redevelopment Master Plan located in Elkhart, Indiana. Bodwé looks forward to the opportunity to assist the Client and selected Master Developer on the conceptual design for this redevelopment. Included below is our project approach, scope of services, project assumptions and exclusions.

PROJECT APPROACH

The primary objective of this redevelopment is to transform Woodland Crossing into a vibrant, mixed-use neighborhood that integrates residential, commercial, and recreational spaces. The vision includes creating a cohesive sense of place that supports the development of a Neighborhood Opportunity Hub, as identified in the City's We Thrive Implementation Plan. The redevelopment aims to advance an economically feasible and buildable master plan, integrate new residential development, enhance existing retail, and develop efficient internal transportation and mobility infrastructure.

This planning approach is structured into several phases, beginning with a thorough site analysis and feasibility study. This initial phase involves a comprehensive examination of existing site conditions, including land use, topography, utility services, and environmental constraints. The findings will guide the development of preliminary planning for the development.

Next, we will begin the design phase where development of concept-level plans, which include geometric site plans and conceptual engineering will occur. These concepts will be refined through iterative feedback from project shareholders with further input from key community stakeholders and the neighboring public. Our team will create site plans and graphic exhibits to illustrate the proposed designs, ensuring they are both functional and aesthetically pleasing. Though additional design development will be required to further refine and vet the consensus concepts in the future, plans created in this phase will be developed to a concept-level to facilitate continued market analysis and redevelopment program refinement to be completed by the developer.

In the final phase, we will compile all design elements into a cohesive Master Plan document. This

planning document will include site plan and infrastructure (utilities and transportation) layout and supporting narratives to capture the design intent and public outreach process. Additionally, the Master Developer will outline and describe its own process for ensuring economic feasibility and sustainability supported by various financial models, market study, and pro-forma analyses to ensure the project is an attractive option to a variety of investors and/or partners. This document will serve as the kick-off for future project development to be completed under Master Development Agreement between the Master Developer and the City.

Strategies for Effective Stakeholder Engagement

Stakeholder engagement is crucial for the success of this project. We will employ a variety of techniques to ensure broad and meaningful participation:

Workshops and Public Meetings

These sessions will allow stakeholders to review plans, provide feedback, and engage in discussions. We will use interactive tools such as design charrettes, breakout groups, and SWOT analysis to facilitate detailed input.

Surveys and Questionnaires

Distributed to gather broader community opinions and preferences.

Focus Groups

Targeted sessions with specific interest groups, including local businesses, residents, and community organizations.

Feedback Stations

Set up at public meetings to capture real-time comments and suggestions.

Methods for Integrating Cultural and Historical Aspects

A thorough cultural analysis will be conducted early in the project to investigate and confirm the cultural and historical significance of Pierre Moran and Native American influences in the area. This will involve consultations with local historians, tribal elders, and cultural experts. Based on this research, we will integrate cultural elements into the redevelopment, such as Native American design motifs, storytelling through public art installations, and naming streets or landmarks after significant figures. This approach ensures that the project honors and celebrates the rich heritage of Pierre Moran and the Native American community.

Potential Challenges and Mitigation Strategies

Several potential challenges may be anticipated in large scale developments such as this, including potential community resistance, environmental constraints, and regulatory hurdles. Our approach is prepared to mitigate these challenges through the following methods:

Community Input

Through proactive stakeholder engagement and transparent communication, we will build

community support and address concerns early in the process.

Environmental Constraints

Detailed site analysis and desktop environmental assessment will identify issues including potential contamination or flood zones. Sustainable design solutions will be explored to address these concerns.

Regulatory Hurdles

Close collaboration with city officials to identify relevant zoning regulations and development standards. We will collaborate with the Elkhart Redevelopment Commission to outline future regulatory processes.

Our comprehensive approach to developing the Final Master Plan for Woodland Crossing ensures that the project aligns with the city's vision, meets stakeholder needs, integrates cultural heritage, and remains economically viable and sustainable. Through careful planning, effective engagement, and strategic mitigation of challenges, we aim to create a vibrant, inclusive, and thriving community consistent with the transformative and visionary approach already undertaken for project concepts in the "Envisioning a New Pierre Moran" planning effort.

SCOPE OF SERVICES

PHASE 01 | PLANNING

Task 1.1 | Site Analysis

The initial site analysis study is a critical first step in the redevelopment process. This task involves a comprehensive on-site review of the existing site conditions, including an assessment of the physical, environmental, and infrastructural aspects. The primary effort focuses on evaluating the site's current land use, topography, and utility services. Additionally, the analysis will identify any environmental constraints, such as known contamination or flood zones, and assess accessibility and transportation links. These documents will provide a foundational understanding of the site's capabilities and limitations, guiding the development of preliminary concept plans.

Deliverables

1. One (1), Existing Conditions - Base Map.
2. One (1), Existing Conditions - Existing Infrastructure Plan.
3. One (1), Existing Conditions - Site Overland Drainage Analysis.
4. One (1), Existing Conditions - Land Use Inventory Exhibit.
5. One (1), Existing Conditions - Figure Ground Exhibit.
6. One (1), Existing Conditions - Access and Circulation Exhibit.
7. One (1), Existing Conditions - Pedestrian Connectivity and Open Space Exhibit.
8. One (1), Existing Buildings Exhibit to Illustrate Primary Tenant Spaces and floor areas.

Task 1.2 | Historic and Cultural Influences

Task 1.2 will investigate and confirm the cultural and historical significance of Pierre Moran and Native American influences in the area. This cultural narrative will be developed by way of thorough research and consultation with local historians, tribal elders, and cultural experts, to gather authentic insights. Utilizing this feedback and information, the team will explore ways to integrate these cultural elements into the redevelopment project, such as incorporating Native American design motifs, storytelling through public art installations, and naming streets or landmarks after significant figures. The goal in developing a cultural narrative for this project is to honor and celebrate the rich heritage of Pierre Moran and the Native American community, creating a development that resonates with cultural pride and historical awareness.

Deliverables

1. One (1), Historic and Cultural Influences report.

Task 1.3 | Framework Plan

In Task 1.3, the focus is on exploring various land uses and options for the redevelopment of Woodland Crossing. This incorporates data and findings from the initial site analysis to evaluate conceptual layouts that address the project's vision and stakeholder feedback. Primary effort includes drafting high-level, land use plans that study the arrangement for residential, commercial, and recreational elements to ensure a cohesive and functional neighborhood and collection of spaces. Design options will consider factors such as proximity of compatible land uses, location of community amenities and green spaces, planned access improvements and transportation links, and pedestrian circulation.

Deliverables

1. One (1), Proposed Land Use Plan Exhibit.
2. One (1), Proposed Vehicular Access and Circulation Exhibit.
3. One (1), Proposed Thoroughfare Assignment Plan.
4. Typical Thoroughfare Cross Sections - Proposed.
5. One (1), Proposed Infrastructure Plan Exhibit.
6. One (1), Proposed Figure Ground Exhibit.
7. One (1), Proposed Pedestrian Connectivity and Open Space Exhibit.
8. One (1), Summary narrative of Proposed Land Uses.

Shareholder Workgroup Meeting #1

This meeting involves City representatives, the developer, local not-for-profits, and key business owners such as representatives from Kroger, focusing on aligning project goals, reviewing plans, and discussing regulatory requirements. Activities will include a presentation with roundtable discussions, and initial feedback sessions to ensure strategic alignment on the development.

Task 1.4 | Stakeholder and Community Outreach

Task 1.4 involves organizing and conducting a stakeholder workshop and a public meeting to gather input and build consensus for the redevelopment of Woodland Crossing. The primary effort focuses on engaging key stakeholders and local businesses, and community members to ensure their voices are heard and their needs are addressed in development of initial concept plans. This includes planning and facilitating meetings and interactive workshops where participants can provide feedback on preliminary design options, share concerns, and suggest improvements.

Stakeholder Workgroup Meeting #1

Other local business owners and key community stakeholders will review the initial site analysis information. Activities include breakout sessions, SWOT analysis, and collaborative discussions to gather detailed feedback on business needs and community impacts.

Public Open House #1

Open to the public, this meeting aims to present the initial plans and gather broad community input. Activities include a project presentation, Q&A sessions, feedback stations, and surveys to capture community preferences and concerns while ensuring public engagement in a transparent environment.

Deliverables

1. One (1), Summary Memorandum - Stakeholder Work group Meeting #1.
2. One (1), Summary Memorandum - Public Open House #1.

PHASE 02 | DESIGN

Task 2.1 | Conceptual Development

In Task 2.1, the focus shifts to the development of concept-level plans, laying the foundation for detailed site planning and concept engineering. This phase aims to translate the prior plans into more precise designs, ensuring all elements are thoroughly integrated and aligned with project goals. Concept plans will include a combination of site plans and exhibits with relevant narratives capturing design process and intent.

Site Planning

Site Planning effort will result in the development of site geometric plans, defining the overall layout of the redevelopment area. This task includes location and design of proposed access points, transportation links, and overall street network, placement and refinement of building footprints, dispersion of public spaces and amenities, and network of pedestrian connectivity to ensure a cohesive neighborhood development.

Deliverables

1. One (1), Concept Site Plan Exhibit with supporting narratives.

Concept Engineering

Concept engineering focuses on developing preliminary engineering designs for overall critical infrastructure, including roads, drainage systems, utilities, and other essential services. This task involves more technical review of existing site conditions including existing utility plans and site grading to ensure technical feasibility, available connection points, and general layout of main line utilities and roadways.

Deliverables

1. One (1), Concept Utility Plan Exhibit with supporting narratives.
2. One (1), typical Proposed Road Cross Sections Exhibit.

Shareholder Workgroup Meeting #2

This meeting involves City representatives, the developer, local not-for-profits, and key business owners such as representatives from Kroger. Meeting programming will include a presentation of draft concept design plans and opportunities for discussion and feedback to confirm concept plans alignment with previous concepts and overall development goals and strategy.

Task 2.2 | Stakeholder and Community Outreach

Stakeholder Workgroup Meeting #2

Concept site plans will be presented to other local business owners and key community stakeholders in Stakeholder Workgroup Meeting #2. Attendees will participate in an interactive meeting with breakout discussion groups and feedback stations designed to facilitate detailed review and commentary on the proposed concept designs. Stakeholders will be encouraged to provide input on site layout, building aesthetics, and functional aspects through open forum discussions to ensure their perspectives are integrated into the final design plans.

Public Open House #2

At the Public Open House #2 meeting, concept plans will be presented for final community input. This open house will allow the public to review more detailed concept site plans, interact with the development team and A&E professionals, ask questions, and provide last-minute feedback emphasizing transparency and community engagement in a forum that confirms that community consensus as an important aspect of the future redevelopment.

Deliverables

1. One (1), Summary Memorandum - Shareholder Workgroup Meeting #2.
2. One (1), Summary Memorandum - Public Open House #2.

PHASE 03 | MASTER PLAN

The team will work with the Master Developer to incorporate their own comprehensive market analysis, assessing demand and identifying target markets to ensure the project's economic viability. Future financial models and pro-forma analyses will be developed concurrently with concept plans to ensure the project is both equally attractive to investors and financially sound. In addition, the Final Master Plan will assemble all relevant plans, exhibits, and narratives generated in Phase 01 - Planning and Phase 02 - Design into a single-published document for use as the Master Developer moves into the Project Development phase under Master Development Agreement with the City.

Based on the information available at this time, a preliminary Table of Contents for the Master Plan is shared below:

- **Chapter 1:** Introduction
- **Chapter 2:** Site Analysis
- **Chapter 3:** Historic and Cultural Influences
- **Chapter 4:** Stakeholder and Community Outreach
- **Chapter 5:** Planning Framework
- **Chapter 6:** Concept Development
- **Appendix:** Additional market analyses and financial feasibility/studies completed by the Master Developer will be inserted into the Final Master Plan document as appendices.

The preliminary Table of Contents is subject to change.

PHASE 04 | ARCHITECTURAL SERVICES

Task 4.1 | Existing Building Review

Existing Building Review will conduct a preliminary building review to develop existing floor plan layouts for each of the buildings owned by the city. These drawings will document overall room configurations and provide square footage measurements. While it will not serve as a full as-built floor plan, the survey will be detailed enough to effectively market the space to prospective tenants. Our team will visit the site, take measurements, and produce a floor plan that clearly indicates the layout of all rooms and areas within the building.

PROJECT EXCLUSIONS

The nature of the scope of services above is for A&E services related to concept planning and design for the Woodland Crossing Mall Redevelopment Master Plan in Elkhart, Indiana.

PROJECT ASSUMPTIONS

Bodwé has made assumptions which will require further verification in the process. Any findings which are not consistent with assumptions that have been made or which may result in an increase in the cost of professional services or revisions to the budget will be reviewed and discussed prior to proceeding further.

- That the scope of design is limited to concept-level development only.
- That all utilities proposed to be used are of adequate capacity and depth and that no off site utility improvements or analysis will be required more than fifty feet beyond the site development footprint.
- That all cost estimating, financial modeling, and pro-forma analysis will be completed by the Master Developer.
- That all meetings will be held virtually, unless specified or else determined otherwise.
- That all other required subconsultant services will be contracted directly between the selected contractor and the Master Developer.

PROJECT EXCLUSIONS

Bodwé's Scope & Fees does not include the following services:

- Topographic or Boundary Survey.
- Wetland Delineation or Permitting.
- Tree Survey or Landscape Management Plan.
- Geotechnical Investigation.
- Environmental Study and/or Remediation Recommendations or Permitting.
- Traffic Study or recommendations.
- Engineering services beyond concept-level plans.
- Architectural design services including programming, schematic design, design development, and construction documents.
- Mechanical, Electrical, or Plumbing (MEP) services.
- Special Use Permit/ Zoning Entitlement Services.
- Cost Estimating.
- Market analyses, financial forecasting, and modeling; and,
- Other services unless explicitly as part of the Scope of Services listed above.

ESTIMATE OF FEES

WBK has estimated lump sum budget figures for all project phases, shown below, based on its current understanding of the tasks at hand. Project invoices will be shared based on a percent complete for each phase of work.

PHASE #	PHASE NAME	BUDGET
PHASE 001	Planning	\$27,900
PHASE 002	Design	\$22,600
PHASE 003	Master Plan	\$6,200
PHASE 004	Architectural Services	\$16,500
TOTAL		\$73,200

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.

We propose to invoice monthly based on the percentage of Task(s) completed. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the City of Elkhart. If you have any questions, please do not hesitate to call.

Sincerely,

Chuck Hanlon
WBK Engineering, LLC Vice President of Operations

WBK ENGINEERING, LLC
2024 Standard Charges for Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 245
Engineer VI	\$ 208
Engineer V	\$ 188
Engineer IV	\$ 164
Engineer III	\$ 148
Engineer II	\$ 130
Engineer I	\$ 120
Urban Planner VI	\$ 225
Urban Planner V	\$ 195
Urban Planner IV	\$ 168
Urban Planner III	\$ 145
Urban Planner II	\$ 125
Environmental Resource Specialist V	\$ 158
Environmental Resource Specialist IV	\$ 138
Environmental Resource Specialist III	\$ 125
Environmental Resource Specialist II	\$ 110
Environmental Resource Specialist I	\$ 95
Technician V	\$ 178
Technician IV	\$ 155
Technician III	\$ 140
Technician II	\$ 110
Technician I	\$ 98
Intern	\$ 75
Administrative	\$ 80
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

Charges include overhead and profit.

WBK Engineering, LLC reserves the right to increase these rates by 5% annually.

This is **EXHIBIT B**, consisting of one page, referred to in and part of the
Agreement between City and Consultant for Professional Services Insurance

Insurance

A. The limits of liability for the insurance required by paragraph 6.02 of the Agreement for Consultant are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a. Each Accident	\$1,000,000
b. Disease, Policy Limit:	\$1,000,000
c. Disease, Each Employee:	\$1,000,000
3. Commercial General Liability --	
a. Each Occurrence:	\$1,000,000
b. General Aggregate:	\$2,000,000
c. Products/Completed Operations:	\$1,000,000
d. Personal and Advertising	\$1,000,000
e. Contractual Liability--	
Each Occurrence:	\$1,000,000
General Aggregate	\$2,000,000
4. Contractual Liability--	
a. Each Occurrence:	\$1,000,000
b. General Aggregate	\$2,000,000
5. Excess Umbrella Liability --	
a. Each Occurrence:	\$5,000,000
b. General Aggregate:	\$5,000,000
6. Business Automobile Liability --	
a. Bodily Injury-Each Accident:	\$1,000,000
b. Property Damage -Each Accident:	\$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	\$1,000,000
b. Annual Aggregate:	\$1,000,000

This is **EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between City and Consultant for Professional Services**

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, **Chuck Hanlon**, being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by **WBK Engineering, LLC** ("Consultant") in the position of **Vice President of Operations**.
3. I am familiar with the employment policies, practices, and procedures of Consultant and have the authority to act on behalf of the Consultant.
4. Consultant is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "A" and incorporated herein.
5. Consultant does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Consultant does not currently employ any unauthorized aliens.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

EXECUTED on the ____ day of _____, 2024.

Printed: Chuck Hanlon, Vice President of
Operations

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between City and Consultant for Professional Services**

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, **Chuck Hanlon**, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, WBK Engineering, Inc. is not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED this ____ day of _____, 2024.

Printed: Chuck Hanlon, Vice President of
Operations

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between City and Consultant for Professional Services**



City of Elkhart, Indiana

the city with a heart

Title VI Notice

Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is: _____

Title VI Coordinator
City of Elkhart
229 S. 2nd Street
Elkhart, Indiana 46516

Voice: (574) 294-5471
Fax: (574) 293-7658
TDD: (574) 389-0198
Email: titlevicoordinator@coei.org

Acceptance by Consultant

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

Signed

Chuck Hanlon, VP of Operations
WBK Engineering, LLC

Dated

The City of Elkhart Title VI Policy may be accessed here:

<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

RESOLUTION NO. 24-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF
CONSULTANT TO PROVIDE ECONOMIC DEVELOPMENT PROJECT
SERVICES FOR SOUTH CENTAL ELKHART

Whereas, The Commission has received and reviewed the attached Agreement for Professional Services (the "Contract for Services") to be performed by Neighborhood Evolution, LLC ("Neighborhood") to provide services to create a process for development of underutilized properties in South Central Elkhart as described in the Contract for Services (the "Services"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that Neighborhood be employed to perform the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of Neighborhood at a fee not to exceed \$258,000.00 to perform the Services.
2. The Commission approves the form of Contract for Services attached hereto, authorizes the President to negotiate and agree to any revisions requested by Consultant she deems consistent with the intent of the contract and reasonable, and authorizes its execution.
3. The Commission approves the use of American Recovery Plan Act funds to cover the cost of the Part 1 and 2 services and rental income generated from the Woodland Crossing Shopping Center to cover the cost of the Part 3 Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 13th DAY OF
AUGUST 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

CITY OF ELKHART, INDIANA
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES
(Edition 2020)

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission("City") and Neighborhood Evolution LLC (NEVO) ("Consultant").

For the following Project: ("Project").
Woodland Crossing Mall Project

City and Consultant agree as follows:

ARTICLE 1- SERVICES OF CONSULTANT

1.01 *Scope*

A. Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - CITY'S RESPONSIBILITIES

2.01 *General*

A. City shall have the responsibilities set forth herein and in Exhibit A.

B. City shall pay Consultant as set forth in Exhibit A.

C. City shall make available to Consultant reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Consultant may rely upon said documents without independent verification unless advised by the City that verification may be needed.

ARTICLE 3 -SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Consultant shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time/or Completion*

A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Consultant's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than _____.

B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, shall be extended for the period of such delay or City shall authorize Consultant to work overtime to make up such lost time, and Consultant's compensation shall be adjusted equitably.

C. If, through no fault of City, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services are impaired, or Consultant's services are delayed by reason of any error, inconsistency or omission of Consultant, Consultant shall compensate City for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages exceed ten percent (10%), in the aggregate of Consultant's compensation. In addition, Consultant shall provide all necessary services at its own cost, including any overtime costs and expenses, required to make up time lost to City because of such delay.

D. If City authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be mutually agreed upon by the parties.

E. City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services.

ARTICLE 4- INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices.* Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to City. Consultant shall submit its invoices to City no more than once per month along with reasonable supporting detail. City shall use its best efforts to pay approved amounts no later than 40 days after receipt or as City's standard practices allow.

4.02 *Payments*

A. Should Consultant or its consultants fail to perform or otherwise be in default under the terms of this Agreement, City shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the City from any loss that may result. Payment of the amount withheld shall be made when the grounds for

the withholding have been removed.

B. Consultant's expense records shall be maintained in accordance with generally acceptable accounting principles and shall be available to City at mutually convenient times for all services to be compensated on the basis of actual cost.

ARTICLE 5 - GENERAL CONSIDERATIONS

5.01 Standards of Performance

A. The standard of care for all professional Consultants and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible to City for the costs of any errors or omissions of the Consultant or of consultants retained by Consultant.

B. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information.

C. Consultant and City shall comply with applicable Laws and Regulations. Consultant shall comply with City-mandated standards that City has provided to Consultant in writing.

ARTICLE 6 - USE OF DOCUMENTS

6.01 Use of Documents

A. Upon the making of final payment to Consultant, City shall receive ownership of the property rights of all of the documents prepared, provided or procured by Consultant. All documents prepared, provided or procured by Consultant shall be distributed to City. All documents, whether printed or electronic media format, shall be provided to City at any time upon the City's request. If this Agreement is terminated, City shall receive ownership of the property rights of the documents upon payment for all services rendered according to this Agreement, at which time, City shall have the right to use, to reproduce, and to make derivative works of the documents.

B. City may use, reproduce or make derivative works from the documents other projects without the prior authorization of Consultant.

C. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished

only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

D. The Consultant may not use the information gathered or the Documents created for this Project at the City's expense without the written consent of the City.

6.02 *Insurance*

A. Before commencing its services and as a condition of payment, Consultant shall procure and maintain professional liability insurance as set forth in Exhibit B, which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Consultant or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable.

B. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Consultant for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Consultant. The deductible shall be paid by Consultant.

C. Consultant shall deliver to City a copy of its Professional Liability policy. Such policy shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement. No policy shall be cancelled or modified without thirty (30) days prior written notice to City. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Consultant and its Professional Liability insurance carrier shall notify City within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. City shall have the right to notify directly Consultant's Professional Liability insurance carrier of a claim against the policy.

6.03 *Suspension and Termination*

A. *Suspension.*

1. By City: City may suspend the Project upon seven days written notice to Consultant.

2. By Consultant: If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to City, suspend services under this Agreement.

B. *Termination.*

1. The obligation to provide further services under this Agreement may be terminated for cause, by either party upon 14 days written notice in the event of substantial

failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

2. The obligation to provide further services under this Agreement may be terminated by Consultant upon seven days written notice if City demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or upon seven days written notice if the Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

3. The obligation to provide further services under this Agreement may be terminated for convenience, by City effective upon Consultant's receipt of notice from City.

C. *Effective Date of Termination.* The terminating party under Paragraph 6.03B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to demobilize personnel, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments upon Termination.* In the event of any termination under Paragraph 6.03, Consultant will be entitled to invoice City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

E. *Delivery of Project Materials to City.* Prior to the effective date of termination, the Consultant will deliver to City copies of all completed documents and other Project materials for which City has compensated Consultant.

6.05 *Controlling Law*

A. This Agreement shall be governed by the law of the State of Indiana.

6.06 *Successors, Assigns, and Beneficiaries*

A. City and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of City and Consultant (and to the extent permitted by Paragraph 6.06B the assigns of City and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from

any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Consultant to any other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

6.07 *Dispute Resolution*

A. City and Consultant agree to make a good-faith effort to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by formal negotiation between authorized representatives of each party. Formal negotiations shall take place at a mutually acceptable time and place within fifteen (15) days of notice. Formal negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

B. All applicable statutes of limitation and defenses based on the passage of time shall be tolled during the formal negotiation process.

C. Any changes to the Agreement resulting from formal negotiation shall be incorporated into the Agreement by addendum.

D. Any claims not resolved through formal negotiation may be subject to litigation at the discretion of the aggrieved party.

6.08 *Indemnification by Consultant*

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, and City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, Consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or Consultants.

ARTICLE 7.

7.01 *Conflict of Interest*

A. The Consultant acknowledges and agrees that it does not have a current conflict of interest with the City and will not have a conflict of interest with the City during the term of this Agreement, regardless of whether that conflict of interest is real or perceived.

B. The City, in its sole discretion, may waive a conflict of interest if the Consultant notifies the City of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.

C. If the Consultant fails to disclose a conflict of interest before the effective date of this Agreement, the City may terminate this Agreement.

D. If the Consultant disputes the determination of the City's designated representative that the Consultant has a conflict of interest, the Consultant may appeal the designated representative's determination to the Board of Public Works. The Board of Public Work's decision on the matter shall be final.

7.02 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of final payment.

F. The provisions of this Agreement shall be construed according to the laws of the

State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

ARTICLE 8 -E-VERIFY REQUIREMENT

8.01 *Terms*

All terms defined in I.C. § 22-5-1.7 *et seq.* are adopted and incorporated into this section.

8.02 *Enrollment and Participation*

A. Pursuant to I.C. § 22-5-1.7 *et seq.*, Consultant shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

B. Consultant shall provide City with documentation that it is enrolled and participating in the E-Verify program.

8.03 *Affidavit*

A. Consultant is required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens.

B. This Agreement shall not take effect until said affidavit is signed by Consultant and delivered to City along with the documentation of the E-Verify program enrollment and participation.

8.04 *Subcontractors*

A. Should Consultant subcontract for the performance of any work under this Agreement, the Consultant shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-Verify program.

B. Consultant shall maintain a copy of such certification for the duration of the term of any subcontract.

C. Consultant shall also deliver a copy of the subcontractor certification to the City within seven days of the effective date of the subcontract.

8.05 *Employment of Unauthorized Aliens*

A. If Consultant, or any subcontractor of Consultant, knowingly employs or

contracts with any unauthorized alien, or retains an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien, Consultant shall terminate the employment of or contract with the unauthorized alien within thirty (30) days.

B. Should the Consultant or any subcontractor of Consultant fail to terminate the employment of, or contract with, the unauthorized alien within thirty (30) days, City has the right to terminate this Agreement without consequence.

8.06 *When E-Verify is not Required*

A. The E-Verify program requirements of this Agreement will not apply should the E-Verify program cease to exist.

ARTICLE 9 - EXHIBITS AND SPECIAL PROVISIONS

9.01 *Exhibits Included*

- A. Exhibit A, "Consultant's Services," consisting of four (4) page(s).
- B. Exhibit B, "Insurance," consisting of one (1) page.
- C. Exhibit C, "Affidavit of E-Verify Enrollment and Participation" consisting of one (1) page.
- D. Exhibit D, "Certification Statement Regarding Investments in Iran," consisting of one (1) page.
- E. Exhibit E, "Title VI Notice," consisting of two (2) pages.

9.02 *Total Agreement*

A. This Agreement constitutes the entire agreement between City and Consultant for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument.

9.03 *Designated Representatives*

A. With the execution of this Agreement, Consultant and City shall designate specific individuals to act as Consultant's and City's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of City under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

9.04 *Suspension and Debarment*

A. Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state department or agency. Consultant will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

transaction by any state department or agency. Necessary certification forms shall be provided by the City.

9.05 *Investments in Iran*

A. The Consultant shall sign a certification statement regarding investments in Iran, and said statement is incorporated herein.

9.06 *Title VI Notice*

A. The Consultant shall sign an acceptance certification statement regarding Title VI notification and compliance with the City of Elkhart's Title VI Policy during the duration of this agreement, and said statement is incorporated herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY

CONSULTANT

City of Elkhart, Indiana, Department of Redevelopment
acting by and through its Redevelopment
Commission

Neighborhood Evolution LLC

By: _____
Title: _____

By: _____
Jim Kumon
Title: Vice President of Neighborhood
Evolution LLC

Date: _____

Date: _____

Attest: _____
Clerk

Consultant License or
Certification No.: _____
State of: _____

Address for Giving Notices
Elkhart City Department of Redevelopment
229 South Second Street
Elkhart, Indiana 46516

Address for Giving Notices

Designated Representative

Designated Representative

Title: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Title: Jim Kumon, VP
Phone Number: _____
Fax Number: _____
Email Address: jkumon@electrichousing.com

This is **EXHIBIT A**, consisting of four pages, referred to in and part of the
Agreement between City and Consultant for Professional Services

Consultant's Services

EXHIBIT A

**Neighborhood Evolution
South Central Elkhart Community Development Framework
Proposed Scope of Work
July 7, 2024**

PART 1: Elkhart Partnership and CDC Framework Creation Process

Partnership Committee for CDC Formation

Partnership: City of Elkhart, Elkhart Chamber of Commerce, Community foundation, and others

The following scope outlines a 12 month process to convene, facilitate and create pathways forward for shared goals around community development projects in South Central Elkhart, including the Woodland Crossing Shopping Center and the Benham Neighborhood.

The basic parameters of this work include:

- Develop underutilized properties with a focus on the south central Elkhart
- Advance other community goals including economic development and wealth building
- Develop neighborhood scale residential and commercial infill projects
- Having organizations(s) function as steward of properties collectively held by partnership stakeholders
- Form partnerships with other landowners, developers, businesses, and nonprofits to achieve these goals

Intended outcomes are likely to include:

- Create a diversity of infill housing choices, rent and for sale
- Create economic development opportunities for businesses and real estate
- Set up pathways for infrastructure development (remediation, grading, water, sewer, streets)
- Use federal funds for infrastructure costs completed by city
- Identify ways utilizing TIF funding options
- Align funding sources and uses of them to produce the lowest cost projects possible
- Coordinate with service providers
- Foster small developer training, entrepreneurship and implementation of projects

The process is iterative meeting schedule to develop and agree upon a shared vision and strategy. A quarterly cycle helps keep information flowing and continues to develop ideas and garner feedback from stakeholders, their staffs and their decision making structures.

Elkhart Partnership Meeting #1 - Kickoff

- Overview of the need for a partnership to create a CDC
- Mission & Vision Discussion
- CDC Work Plan Discussion
- Process for the CDC formation

- Review of key documents and plans (Woodland Crossing Masterplan, Notre Dame document)
- Provide some case studies of organizations doing similar work and the types of real estate projects that seed future phasing and help the real estate market repair itself to be self sufficient.
- Interviews with Elkhart Partnership (estimated 5-7) members and other key stakeholders
- *Deliverable:* Summary memo of key documents and interviews

Elkhart Partnership Meeting #2 - Memo Review

- Memo Review
- Draft Mission and Vision review
- What is the most important work the CDC should address first?
- How should the CDC operate on a daily basis?
- CDC Formation
 - Board / Advisory Board
 - Staff
 - Filing Documents (Articles of Incorporation, Bylaws)
 - Operational Documents
 - Operations Plan (Staffing plan)
 - Governance Plan (Board, Advisory Board)
- *Deliverable:* draft CDC documents, draft Work Plan

Elkhart Partnership Meeting #3 - Organizational Framework Formation

- Review draft organizational documents, draft Work Plan
- Operations plan (staffing model and staffing growth as needed), governance plan (organizational chart), bylaws, articles of incorporation
- We expect to interact with approximately 10 organizations that will have input into this CDC as a project partner or affiliate.
- The CDC will also need to coordinate its work with private developers either as a partner, financial supporter or other as needed.
- Masterplan Framework review
- Work Plan
 - (includes activities for the CDC and project partners)
 - Project focus areas
 - Timeline
 - Roles & responsibilities
 - Project specific implementation actions (Woodland Crossing, other Benham neighborhood projects)
 - Funding mechanisms for projects (i.e. land bank, TIF, foundation grants, other funding programs)
 - Infrastructure work (project partners)
 - Private development work coordination

Deliverable: CDC documents to file, CDC governance documents, Work Plan

Elkhart Partnership Meeting #4 - Masterplan Framework Review

- Review Woodland Crossing and Benham Masterplan Frameworks developed by A/E project teams
- Review CDC Governance Documents
- Review CDC Work Plan
- Review funding mechanisms and potential grant awards from Lily/READI 2.0

Deliverable: CDC draft budget, future action steps, final revisions of previous phase documents

Fee: \$102,000 - Via ARPA CDC set up funds - 12 Month Scope

PART 2: Master Plan, Rezoning and Implementation Strategy

The following scope outlines a 8 month process to devise a framework for a phased master plan and provide pre development owners representative services to orchestrate the post acquisition work. This advisory role will manage consultants and facilitate conversations with city departments and community partners to understand the physical constraints and opportunities.

This includes:

- Facilitating New master plan framework that aligns with legal easements and survey limitations; new lot and block layout
- Retain and manage architecture and engineering team for plan document
- Coordinate infrastructure changes and needs
- Due diligence: title, survey, environmental
- Coordinate existing tenants and leases
- New partnerships with new medical, goodwill industries, and other uses (need to comment and structure those - may need subdivision, easement or other legal or management approach)
- New plazas and green space development and management approach
- Develop floor plan and concept massing for new construction housing and commercial structures proposed by master plan future phases
- Create development proformas by phase of build out
- Create funding strategies for pre-development equity needs for new buildout
- Create cash flow analysis from new development revenues for TIF and/or other financial analysis.

Fee: \$76,000 - Via ARPA CDC set up funds - 8 Month Scope

PART 3: Commercial Repositioning and Asset Management

The following scope outlines an 8 month process for owners representative services to supervise, leasing, property management and asset management for city owned properties in Woodland Crossing and to interface with projects in the adjacent mall surrounding. This advisory role will manage consultants and facilitate conversations with city departments and community partners to understand the physical, regulatory and financial constraints and opportunities.

- Reviewing shopping center management structure and covenants
- Repositioning existing tenancies and 5 year forecast of future desired changes
- Repositioning small scale vacant spaces, TI advisory to fill and occupy
- Identifying leasing niches for future new construction retail
- Looking at O&M, capital maintenance plan costs
- Working with partners to develop welcoming ecosystem for new entrepreneurs and new businesses to seed new small spaces (retrofit and new)
- Assisting the city in filling out professional roles for the center in leasing, property management, maintenance and related services.

Fee: \$80,000 – Via from shopping center - 8 Month Scope

	Start August 2024, Finish March 31/July 31, 2025	
12 Months	CDC Setup (\$8500 / mo)	\$102,000
8 Months	Master Planning and Implementation Strategy (\$9500 / mo)	\$76,000
8 Months	Commercial Repositioning and Leasing Initial Phase (\$10,000 / mo)	\$80,000
		\$258,000

**This is EXHIBIT B, consisting of one page, referred to in and part of the
Agreement between City and Consultant for Professional Services Insurance**

Insurance

A. The limits of liability for the insurance required by paragraph 6.02 of the Agreement for Consultant are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a. Each Accident	\$1,000,000
b. Disease, Policy Limit:	\$1,000,000
c. Disease, Each Employee:	\$1,000,000
3. Commercial General Liability --	
a. Each Occurrence:	\$1,000,000
b. General Aggregate:	\$2,000,000
c. Products/Completed Operations:	\$1,000,000
d. Personal and Advertising	\$1,000,000
e. Contractual Liability--	
Each Occurrence:	\$1,000,000
General Aggregate	\$2,000,000
4. Contractual Liability--	
a. Each Occurrence:	\$1,000,000
b. General Aggregate	\$2,000,000
5. Excess Umbrella Liability --	
a. Each Occurrence:	\$5,000,000
b. General Aggregate:	\$5,000,000
6. Business Automobile Liability --	
a. Bodily Injury-Each Accident:	\$1,000,000
b. Property Damage -Each Accident:	\$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	\$1,000,000
b. Annual Aggregate:	\$1,000,000

This is **EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between City and Consultant for Professional Services**

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, **Jim Kumon**, being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by **Neighborhood Evolution** ("Consultant") in the position of **Vice President**.
3. I am familiar with the employment policies, practices, and procedures of Consultant and have the authority to act on behalf of the Consultant.
4. Consultant is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "A" and incorporated herein.
5. Consultant does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Consultant does not currently employ any unauthorized aliens.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

EXECUTED on the ____ day of _____, 20__.

Printed: Jim Kumon, Vice President

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between City and Consultant for Professional Services**

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

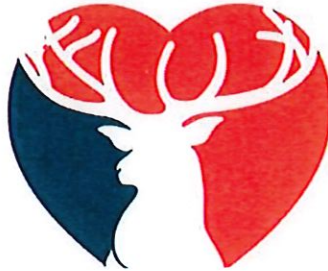
I, **Jim Kumon**, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, Neighborhood Evolution is not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED this ____ day of _____, 2024.

Jim Kumon, Vice President
Neighborhood Evolution

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between City and Consultant for Professional Services**



City of Elkhart, Indiana
the city with a heart

Title VI Notice

Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is: _____

Title VI Coordinator
City of Elkhart
229 S. 2nd Street
Elkhart, Indiana 46516

Voice: (574) 294-5471
Fax: (574) 293-7658
TDD: (574) 389-0198
Email: titlevicoordinator@coei.org

Acceptance by Consultant

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

Signed

Jim Kumon, Vice President
Neighborhood Evolution

Dated

The City of Elkhart Title VI Policy may be accessed here:
<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

RESOLUTION NO. 24-R-051

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING AND RATIFYING EXECUTION OF ADDENDUM TO VOLUNTARY REMEDIATION AGREEMENT FOR THE G&W SITE

Whereas, The Commission's application for acceptance of the G&W Site at 2306 S. Main into the IDEM Voluntary Remediation Program has been approved, a Voluntary Remediation Investigation Plan ("VRIP") for Site # 6191103 was filed with IDEM and approved, and a Voluntary Remediation Agreement (the "VRA") was entered into on July 22, 2020; and

Whereas, the parties and IDEM, in furtherance of the terms of the VRA, are adding additional parties to the VRA pursuant to the attached Addendum To The Voluntary Remediation Agreement (the "Addendum"); and

Whereas, the Commission has reviewed the Addendum and believes it is in the best interest of the City and its inhabitants that the Addendum be approved, and the signature of the President to that Addendum be approved and ratified.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Addendum and approves and ratifies the execution of the Addendum by the President.
2. The officers are authorized to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF AUGUST 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Brian C. Rockensuess
Commissioner

July 31, 2024

Sandra Schreiber, President
City of Elkhart Redevelopment Commission
229 S. Second Street
Elkhart, IN 46516

Carol W. McDowell
McDowell Enterprises, Inc. and
Southside Plating Works, Inc.
P.O. Box 846
Elkhart, IN 46515

Re: Addendum to Voluntary Remediation Agreement
Former G&W Industries, Inc.
2306 South Main Street
Elkhart, IN 46517
VRP # 6191103

Dear Ms. Schreiber and Ms. McDowell:

Please find enclosed the Addendum to Voluntary Remediation Agreement for the Former G&W Industries, Inc. site located in Elkhart, Indiana. The Addendum adds Carol W. McDowell, McDowell Enterprises, Inc. and Southside Plating Works, Inc. as Co-Applicants to the Voluntary Remediation Agreement.

If you wish to proceed, please review the enclosed Agreement and return the signed original to:

Sam Schreiner
IDEM Voluntary Remediation Program
IGCN 1101
100 North Senate Avenue
Indianapolis, IN 46204-2251

If you have any questions or would like to discuss the terms of the Agreement, please contact me at (317) 233-1961 or at SSchrein@idem.in.gov.

Sincerely,



Sam Schreiner, LPG
Project Manager
Voluntary Remediation Program
Office of Land Quality

SS:tt

ec: Sandra Schreiber, City of Elkhart Redevelopment Commission,
dsschreib601@comcast.net
Carol W. McDowell, mcdowellent@gmail.com
Nick Torres, Roux Associates, Inc., ntorres@rouxinc.com
Tim Adams, Roux Associates, Inc., tadams@rouxinc.com
Brent Huber, Ice Miller LLP, brent.huber@icemiller.com
Michael Maher, Swanson, Martin & Bell, LLP, mmaher@smbtrials.com

ADDENDUM TO THE VOLUNTARY REMEDIATION AGREEMENT
Relating to Former G&W Industries, Inc.
Site # 6191103

City of Elkhart)
Redevelopment Commission)
229 South Second Street)
Elkhart, IN 46516)
)
Carol W. McDowell)
Elkhart, IN)
Applicant)
)
McDowell Enterprises, Inc.)
Elkhart, IN)
Applicant)
)
Southside Plating Works, Inc.)
Elkhart, IN)
Applicant)
)
Voluntary Remediation of:)
Former G&W Industries, Inc.)
2306 South Main Street)
Elkhart, IN 46517)
IDEM Site # 6191103)
)
Proceeding under)
the Environmental)
Management Act)
(Ind. Code 13-25-5))

I. INTRODUCTION

1. The Indiana Department of Environmental Management ("IDEM"), by its Commissioner ("Commissioner"), and the City of Elkhart Redevelopment Commission entered into a Voluntary Remediation Agreement ("Agreement") on July 22, 2020 pursuant to Ind. Code § 13-25-5-8, for the purpose of remediating the release(s) of hazardous substances and/or petroleum at the Former G&W Industries, Inc. site in Elkhart, Indiana. This Addendum is made pursuant to paragraph 18 of the Agreement.

II. ADDITION OF CO-APPLICANT

2. IDEM and the City of Elkhart Redevelopment Commission agree to the addition of Carol W. McDowell, McDowell Enterprises, Inc., and Southside Plating Works, Inc. as Applicants to the Agreement. Carol W. McDowell, McDowell Enterprises, Inc., and Southside

Plating Works, Inc. shall be considered "Applicants" for the purposes of the Agreement, this Addendum, and Title 13 of the Indiana Code, and shall be equally entitled to the privileges and subject to the duties of Applicants as outlined in the Agreement, this Addendum, and Title 13 of the Indiana Code. The term "Applicant" in this Addendum and the Agreement shall be construed to include the City of Elkhart Redevelopment Commission, Carol W. McDowell, McDowell Enterprises, Inc., and Southside Plating Works, Inc. collectively.

III. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

3. The Effective Date of this Addendum shall be the date on which this Addendum is signed by the Assistant Commissioner of IDEM's Office of Land Quality, who is the designee of the Commissioner of IDEM. At that time, this Addendum shall be deemed incorporated into and made a part of the Agreement.

4. The Agreement (as amended by this Addendum) may be further amended by mutual agreement of IDEM and the Applicants. Amendments shall be in writing and shall be effective when signed by the Commissioner of IDEM or his or her designee.

IV. DESIGNATED PROJECT MANAGER

5. The Project Manager, as described in Exhibit C of the Agreement (Designated Project Manager), shall be deemed to represent each of the parties that comprise the Applicant. IDEM may presume that the Applicant's Project Manager is authorized to act on behalf of each of the parties that comprise the Applicant.

V. CONTACT PERSON

6. In addition to person(s) named in the Agreement, the following persons are to be included in all correspondence to the Applicant:

Carol W. McDowell
McDowell Enterprises, Inc. and
Southside Plating Works, Inc.
P.O. Box 846
Elkhart, IN 46515
(574) 293-1042

Michael Maher
Swanson, Martin & Bell, LLP
330 North Wabash, 33rd Floor
Chicago, IL 60611
(312) 923-8261

Timothy Adams
Roux Associates, Inc.
1301 West 22nd Street

Oak Brook, IL 60523
630-572-3300

Documents to be submitted to IDEM should be sent to:

Sam Schreiner
IDEM Voluntary Remediation Program
IGCN 1101
Indianapolis, Indiana 46204-2251
(317) 233-1961

VI. DISPUTE RESOLUTION

7. The dispute resolution provisions found in Paragraph 12 of the Agreement (Dispute Resolution) apply only to disputes arising between IDEM and the Applicant and do not apply to disputes that arise among the parties that comprise the Applicant.

VII. PRECEDENCE OF AGREEMENT

8. In the event that a conflict arises between the terms and conditions of the Agreement (as modified by this Addendum) and the approved Work Plan, the Agreement (as modified by this Addendum) shall govern and the terms and conditions hereunder shall determine the Parties' rights and responsibilities.

VIII. TERMINATION AND SATISFACTION

9. The provisions of the Agreement and this Addendum shall be satisfied in accordance with Paragraph 23 of the Agreement (Termination and Satisfaction).

10. If issued, the Certificate of Completion and Covenant Not To Sue shall be issued in the name of each of the parties that comprise this Agreement.

FOR APPLICANT: City of Elkhart Redevelopment Commission

Attested by

Date: _____

Date: _____

By: _____

By:

Title: _____

Title:

FOR APPLICANT: Carol W. McDowell

Attested by

Date: _____

Date: _____

By: _____

By:

Title: _____

Title:

FOR APPLICANT: McDowell Enterprises, Inc.

Attested by

Date: _____

Date: _____

By: _____

By:

Title: _____

Title:

FOR APPLICANT: Southside Plating Works, Inc.

Attested by

Date: _____

Date: _____

By: _____

By:

Title: _____

Title:

FOR THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT:

Technical recommendation:

By: _____

William Holland, Section Chief
Voluntary Remediation Program
Office of Land Quality

Approved and adopted by the Indiana Department of Environmental Management

This _____ day of _____, 2024.

Brian Wolff
Assistant Commissioner
Office of Land Quality

RESOLUTION NO. 24-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING INVOICE FOR LABOUR PUMP
LITIGATION COSTS AND APPROPRIATING FUNDS FOR PAYMENT

Whereas, The Commission has employed Ice Miller, LLP to seek recovery of City costs and damages arising from the environmental contamination at the former LaBour Pump site; and

Whereas, the Contract for Services requires the City to pay the costs of litigation; and

Whereas, legal counsel has submitted attached invoice 01-2278831 for costs of litigation through March 31, 2024, in the amount of \$5,501.44 (the "Invoice"); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoice for payment in the amount of \$5,501.44.
2. The Commission appropriates the sum of \$5,501.44 from the Consolidated South Elkhart Economic Development/Redevelopment Area TIF Special Fund to pay the Invoice.
3. The Commission authorizes its officers and staff to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF AUGUST 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

July 31, 2024

WRITER'S DIRECT NUMBER: (317) 236-5942
EMAIL: Brent.Huber@icemiller.com

VIA E-MAIL

Sherry Weber
Development Services
201 S. 2nd Street
Elkhart, IN 46516
sherry.weber@coei.org

**RE: City of Elkhart/LaBour Pump / Cost Recovery Matter
Our Matter No. 002600.10028**

Dear Sherry:

Enclosed please find our bill for costs rendered in the above-referenced matter for the period ending June 30, 2024. Please note that the attached invoice may not reflect any payments we may have received from you after the date of this invoice.

If you have any questions regarding this statement, please contact me.

Very truly yours,

ICE MILLER LLP



Brent W. Huber

BWH/djj
Attachment

cc: Adam Fann
John Espar
Gary Boyn



Invoice No. 01-2278831
July 29, 2024

Attn: Economic Development Director / City of Elkhart
City of Elkhart
229 S. Second Street
Elkhart, IN 46516

Re: LaBour Pump Project
Our Matter No. 002600.00028

INVOICE SUMMARY

For Services rendered through June 30, 2024

Disbursements	\$5,501.44
Total Current Invoice	\$5,501.44



Thank you for giving Ice Miller the opportunity to serve you. We appreciate your business and the confidence you have placed in us. Please call if we can be of further assistance.

Are you in **compliance** with the **The Corporate Transparency Act?**

Learn what you need to know at icemiller.com/thought-leadership/cta

LEARN MORE



RESOLUTION NO. 24-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE AND
DEVELOPMENT AGREEMENT AND GRANT OF LIEN AND RESTRICTIVE
COVENANTS FOR 142 STATE STREET

Whereas, The Commission owns and has offered for sale the real estate at 142 State Street in the City of Elkhart (the "Real Estate"), which it acquired and improved with Neighborhood Stabilization Program ("NSP") funding as to which the Affordability Period Restrictions still apply, and which needs extensive renovation, including lead abatement, to make it habitable; and

Whereas, there has been presented to the Commission the form of Purchase and Development Agreement (the "Agreement") negotiated with JI Contracting Company, LLC (the "Offeror"), for approval and finds that the offer is the highest and best offer, and the terms of the Agreement are satisfactory; and

Whereas, there has also been presented to the Commission the form of Grant of Lien and Restrictive Covenant Agreement (the "Grant Agreement") which specifies the restrictive Affordability Period covenants the Purchaser must comply with which are secured by the Grant of Lien, and finds the terms thereof are satisfactory; and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Sale to the Offeror at a price of \$1,000.00 on the terms set forth in the Agreement and Grant Agreement attached hereto.
2. The Commission approves the terms and conditions of the Agreement and the Grant Agreement.
3. The Officers of the Commission are hereby authorized to execute and deliver the Agreement, the Grant Agreement and all other Documents, and do all acts, they deem necessary and desirable to complete the Sale.

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

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

PURCHASE AND DEVELOPMENT AGREEMENT

1. **PARTIES:** As of the ____ day of _____, 2024, City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation, whose address is 201 South Second Street, Elkhart, Indiana 46516 (“Seller”), agrees to sell and convey to JI Contracting Company, LLC, a _____ limited liability company, whose address is 1741 Hope Way, Benton Harbor, Michigan 49022 (“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 142 State Street 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 rights under the soil, including water, gas, oil, and mineral rights, and any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, 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 Thousand and no/100 Dollar (\$1,000.00) (“Purchase Price”), payable at Closing.

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

5. **CLOSING:** The closing of the sale (the “Closing Date”) shall take place at Meridian Title Corporation on _____, 20____, unless extended in writing signed by both parties hereto, with the costs paid by Purchaser.

6. **POSSESSION:** The possession of the Property shall be delivered to Purchaser in its AS IS condition at Closing.

7. **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.

8. **REAL ESTATE TAXES:** Purchaser shall pay all outstanding and future real estate taxes.

9. **INSURANCE:** Seller’s insurance shall be canceled as of the Closing Date and the Purchaser shall provide its own insurance.

10. **SURVEY:** Seller will provide Purchaser a copy of any existing survey of the Property. Seller shall permit Purchaser to obtain, at Purchaser’s expense, any survey for the Property it may desire.

11. **ENVIRONMENTAL INSPECTIONS:** This property was acquired by Seller under the Neighborhood Stabilization Program and is located in a Residential Zone. Seller will

provide Purchaser a copy of any existing environmental review report it may possess. Purchaser accepts the Property "AS IS", and waives any additional environmental review.

12. **TITLE AND SURVEY APPROVAL:** Seller will deliver to Purchaser, at Purchaser's sole cost, a Commitment for Title Insurance from Meridian Title Corporation to insure in Purchaser or its assignee 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 any item disclosed in such Commitment, it will notify Seller in writing within ten (10) days of receipt. Seller will use its best efforts to resolve any objection. If it cannot be resolved, or if the cost to resolve is, in Seller's opinion, excessive and not warranted in relation to the purchase price, Purchaser shall have the option of waiving the defect and closing the purchase, or terminating this Agreement without penalty.

13. **SPECIAL ASSESSMENTS:** Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Purchaser. Purchaser assumes and agrees to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

14. **PURCHASER'S COMMITMENT FOR DEVELOPMENT OF PROPERTY.**
The Purchaser commits to renovate the Property as follows:

a. Purchaser will on or before _____, 20____, begin construction of the renovations set forth on **Exhibit B** hereto, all at Purchaser's sole cost and expense. The renovations will be completed by _____. Upon completion, the property will be offered for lease to a low and moderate income family whose annual income does not exceed fifty percent (50%) of the median income for a 4 member family in Elkhart County.

b. Purchaser will provide prospective lessees such assistance as they may require in working through the income qualification process and work with the Elkhart Community Development Department to annually income-qualify the tenants of the Property.

c. Purchaser will perform and complete, prior to occupancy of the Property and at Purchaser's sole cost and expense, all lead abatement procedures required to make the property safe for habitation, and provide Seller a certification of completion issued by a certified lead contractor.

d. Purchaser will provide Seller proof of committed and available funding for the proposed renovations prior to closing.

e. Purchaser shall provide Seller written requests for extensions of time to begin and complete construction if extensions become necessary, and Seller will not unreasonably withhold consent to such extensions, provided Purchaser has presented just cause for not complying with the original construction schedule set forth herein.

f. Purchaser agrees that if it fails to complete construction within the schedule then in effect, without just cause, it will voluntarily re-convey the Property to Seller upon written

request, or transfer the Property to another Community Development Corporation acceptable to Seller that commits to complete renovations and sell or rent to low and moderate income families. Paragraph 14 shall survive Closing.

15. 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 as of the Closing Date.
- (2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Deed, substantially in the form attached hereto as Exhibit C, as required hereunder.
- (3) 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. 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.

16. SELLER'S CONDITIONS TO CLOSING:

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

- (1) Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date;
- (2) Purchaser shall have complied with the pre-closing requirements in Paragraph 14 (d).

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 without penalty. 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.

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

Purchaser 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) any closing fee; 4) preparation of Deed and Vendor's Affidavit; and 5) all recording fees; 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.

18. **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, this Agreement will terminate without further liability of either party. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

19. **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.

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

a. At the closing, or at such other times as specified herein, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

(1) A duly executed and acknowledged Limited 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) A "Marked Up" Commitment for a Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company 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) Execute all other necessary documents to close this transaction.

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

(1) Pay the Purchase Price; and

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

21. **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.

22. **NSP PROGRAM REQUIREMENTS.** The Property was acquired under, and continues to be subject to, the NSP Program requirements established by HUD generally set forth in the *Master Agreement Between City and Community Development Corporations Who Acquire Neighborhood Stabilization Program Properties to Operate a Home Ownership Program*, which includes the execution and recording at time of resale to an income eligible buyer that certain *Grant of Lien and Restrictive Covenant Agreement*. Purchaser has executed and delivered its Grant of Lien and Restrictive Covenant Agreement to Seller and agrees that its obligations survive Closing.

23. **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. 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.

“PURCHASER”

“SELLER”

JJ Contracting Company, LLC

**City of Elkhart, Indiana
Department of Redevelopment**

By: _____
Bruce K. Jones, Manager

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Purchaser’s Taxpayer I.D. # _____

EXHIBIT A

Legal Description

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

A PART OF LOT ELEVEN (11) IN KIMBALL & CHAPMAN'S ADDITION TO THE CITY OF ELKHART, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 351, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, 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.

Property Address: 142 State St., Elkhart, IN 46516

State Tax ID#: 20-06-05-481-034.000-012

EXHIBIT B

JJ Contracting Company, LLC
1741 Hope Way
Benton Harbor, MI 49022
Phone/Fax: 269-927-8294
Cell: 517-204-6748
Email: JJSLConstruction@gmail.com

July 2, 2024

City of Elkhart
Department of Community & Redevelopment
201 South Second Street
Elkhart, Indiana 46516
Phone: (574)294-5471
EMAIL:

LEAD ABATEMENT COST AND REHABILITATION COST FOR 142 STATE STREET ELKHART, IN 46516

1. Carpentry Lead Abatement Replace 9 Windows 1 over 1 Low E Double Hung Vinyl Windows: \$7,650

- a. Lead Abatement Exterior Trim Around windows and doors will be apart of the exterior siding abatement
- b. Lead Abatement Exterior Siding, Trim, Soffit, Fascia, Window Casing, Columns, Remove Replace Deteriorating Wood Components Prior to applying Elastomeric Encapsulant: \$16,000
- c. Renovation of warped and deteriorating front porch demolition of existing front porch install new porch footings, install new 2" x 10" x 20" Ledger and Header Boards, treated lumber materials, install new 2" x 10" x 8' treated double rim joist, and inner joist 12" on center. Install new composite deck boards with hidden fasteners, reuse the original columns, wrap rim joist and header with 1" x 12" composite trim board. Build new set of stairs with treated lumber and composite stair treads: \$7,500
- d. Interior Lead Abatement remove replace all positive window stool apron casing, door casings, baseboards throughout the house tested positive: \$8,400
- e. Kitchen floor tested positive remove replace
- f. Basement stair stringers, treads, floor tested positive 3 bucket cleaning and paint stair stringers, treads, install stair tread covers and paint basement floor: \$2,000
- g. Renovations carpet throughout poor condition remove all carpet and pad, install vinyl plank flooring throughout: 1,577 sq ft of floor space \$10 dollars per square foot materials and labor to install 1/4" hard subfloor prior to installing 7mm vinyl plank flooring throughout: \$15,770
- h. Renovations Interior painting throughout the entire house materials and labor: \$7,500

PROPOSAL TOTAL: \$64,820 WHICH SAID AMOUNT WILL BE DEDUCTED FROM THE APPRAISAL PRICE.

Respectfully Submitted,

FROM: JJ CONTRACTING COMPANY, LLC

BY: BRUCE JONES

EXHIBIT C

Grantee's Address:

JI Contracting Company, LLC
1741 Hope Way
Benton Harbor, MI 49022

Mail Tax Statements To:

JI Contracting Company, LLC
1741 Hope Way
Benton Harbor, MI 49022

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of Elkhart, Indiana, for and on behalf of its Department of Redevelopment, whose address is 229 South Second Street, Elkhart, Indiana 46516, ("Grantor"), sells and conveys to JI Contracting Company, LLC, whose address is 1741 Hope Way, Benton Harbor, MI 49022 ("Grantee"), for and in consideration of One and 00/100 Dollars (\$1.00), and other valuable consideration, the receipt whereof is hereby acknowledged, all Grantor's rights, privileges, appurtenances, and immunities, and warrants the following described real estate, in the City of Elkhart, County of Elkhart, State of Indiana, is free and clear from any encumbrances done or suffered by Grantor, and it shall defend Grantee against lawful claims and demands of all persons claiming by, under, or through Grantor, to-wit:

All that certain parcel or parcels of land located in the City of Elkhart, County of Elkhart, State of Indiana, more particularly described as follows:

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

A PART OF LOT ELEVEN (11) IN KIMBALL & CHAPMAN'S ADDITION TO THE CITY OF ELKHART, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 351, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, 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.

Property Address: 142 State St., Elkhart, IN 46516

State Tax ID#: 20-06-05-481-034.000-012

(hereinafter referred to as the "Property")

SECTION 1.

This Deed is subject to the covenants, conditions, restrictions and provisions of an agreement entered into between the Grantor and the Grantee on the ____ day of _____, 20____, identified as “Grant of Lien and Restrictive Covenant Agreement” for the Neighborhood Stabilization Program, recorded as Document _____ in the office of the Elkhart County Recorder, which restrictions apply until midnight on May 30, 2029 (the “Affordability Period”) (hereinafter referred to as the “Agreement”). None of the provisions of the Agreement shall be deemed merged in this Deed.

The Grantee shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the improvements thereon, as provided in the Agreement. Such construction shall in any event be begun no later than _____, 20____, and be completed by _____, 20____.

The above and foregoing agreements and covenants pertaining to the construction of the improvements as provided in the Agreement and the commencement and completion thereof shall be covenants running with the land, and they shall be binding, to the fullest extent permitted by law and equity, for the benefit of and in favor of the community and the Grantor, and enforceable by the Grantor, its successors and assigns, against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein.

Promptly after expiration of the Agreement restrictions, and satisfaction of the requirements for renovation, occupancy and use as set forth in the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligations of the Grantee, and its successors and assigns, to construct the improvements and use the premises.

All certifications provided for herein shall be in such form as will enable them to be recorded with the Recorder of Elkhart County, Indiana. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within ninety (90) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

SECTION 2.

In the event the Grantee herein shall, prior to the recording of the certificate of completion, hereinabove referred to:

(a) Default in or violate its obligations with respect to the construction of the improvements provided for in this Deed and the Agreement, or shall abandon or substantially

suspend construction work, and any default or violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for the completion of the improvements) after written demand by the Grantor so to do; or

(b) Fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement with the Grantor, or shall suffer any levy or attachment to be made, or any materialmen's or mechanic's liens, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid or the encumbrance or lien removed or discharged, or provisions satisfactory to the Grantor made for such payments, removal or discharge, within ninety (90) days after written demand by the Grantor so to do; or

(c) There is a violation of the Agreement or of this Deed, any use or transfer of the Property in violation of the Agreement, or any part thereof, and such violation shall not be cured within sixty (60) days after written demand by the Grantor to the Grantee;

then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revert in the Grantor the estate conveyed by this Deed to the Grantee, its assigns or successors in interest, or sue to foreclose the Lien.

SECTION 3.

This Deed is also given subject to the following:

(a) SUBJECT TO, easements of record and to all utilities located on the Property.

(b) SUBJECT TO, taxes and special assessments which are liens against the property.

(c) SUBJECT TO, all zoning and subdivision ordinances and other applicable ordinances and regulations of the City of Elkhart, Indiana.

(d) SUBJECT TO, the conditions and restrictions in the Downtown Urban Renewal Disposition Plan, as amended.

SECTION 4.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered by proper resolution of the Elkhart Redevelopment Commission, to execute and deliver this Deed. That Grantor has full capacity as a municipal corporation to convey the real estate described herein and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on its behalf by its President and Secretary and has caused its seal to be hereunto affixed this ____ day of _____, 20____.

CITY OF ELKHART, INDIANA
DEPARTMENT OF REDEVELOPMENT

By: _____
Sandra Schreiber, President
of its Redevelopment Commission

(SEAL)

ATTEST:

Dina Harris, Secretary
of its Redevelopment Commission

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, on this ____ day of _____, 20____, came the City of Elkhart, Department of Redevelopment, by Sandra Schreiber, President of its Redevelopment Commission and Dina Harris, Secretary of its Redevelopment Commission, who as such President and Secretary, respectively, for and on behalf of the City of Elkhart, Department of Redevelopment, acknowledged the execution of the foregoing Deed and the affixing thereto of the Seal of said Department.

WITNESS my hand and official seal.

(Signature) _____
(Printed) _____
Notary Public

The Grantee above named hereby agrees to be bound by all the terms, conditions and agreements contained in the above Limited Warranty Deed and all documents and instruments referred to therein though not fully set forth and fully agree to abide by and carry out the same, for itself, and its successors and assigns, and every successor in interest to the Property.

JJ CONTRACTING COMPANY, LLC

By: _____
Bruce K. Jones, Manager

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, on this _____ day of _____, 2024, came Bruce K. Jones, the Manager of JI Contracting Company, LLC, who, being duly authorized so to do, acknowledged the execution of the foregoing Limited Warranty Deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

(Signature) _____
(Printed) _____
Notary Public

Drafted by the law firm of Warrick & Boyn, LLP by Gary D. Boyn, 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, Gary D. Boyn.

GRANT OF LIEN AND RESTRICTIVE COVENANT AGREEMENT

This Grant of Lien and Restrictive Covenant Agreement ("Agreement") is made by and between the City of Elkhart, Indiana, Redevelopment Commission which has provided funding for the rehabilitation of the Real Estate ("City"), located at 142 State Street in the City and County of Elkhart, State of Indiana, more particularly described below, and the undersigned, JI Contracting Company, LLC, a _____ limited liability company, ("Owner") who is the owner of the Real Estate pursuant to a certain Purchase and Development Agreement dated _____, 20____.

Property Legal Description

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 FROM OFF THE NORTH END OF THE EAST 33 FEET OF SAID LOT 11.

Property Address: 142 State St., Elkhart, IN 46516

RECITALS

- A. City administers the Neighborhood Stabilization Program ("NSP Program") under the Housing and Economic Recovery Act of 2008 with funds from the United States Department of Housing and Urban Development ("HUD") and pursuant to the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. § 12701 *et seq.*, regulations found at 24 CFR Part 92, and other rules, regulations, guidance and notices, relating to the NSP Program, as issued by HUD and/or City from time to time.
- B. City provided NSP assistance in the amount of \$109,204.70 for acquisition and construction and/or rehabilitation of the residence located on the Real Estate, which assistance is subject to the requirements of the NSP Program.
- C. The NSP Program requires that certain use restrictions be imposed upon any real estate benefited by NSP funds awarded by City to ensure that the benefits of such funds remain with the intended Beneficiaries under the NSP Program.
- D. Specifically City and HUD require that restrictive covenants be placed on the assisted property in the form of a deed restriction and lien that remain in effect for the following periods as required by 24 CFR 92.254 ("Affordability Period"):

NSP Funds per Residential Unit	Term of Restrictive Covenants
Under \$15,000.00	60 Months
\$15,000.00 to \$40,000.00	120 Months
Over \$40,000.00	180 Months

E. Due to change of ownership and a period of vacancy, this Agreement modifies and replaces the original Grant of Lien and Restrictive Covenant Agreement recorded as Document 2012-15933 on July 3, 2012, in the office of the Recorder of Elkhart County, Indiana, and extends the expiration date of the NSP Program Affordability Period applicable to this property to and including May 30, 2029.

AGREEMENT

NOW, THEREFORE, City hereby imposes the following restrictive covenants upon the Real Estate, and Owner agrees, for itself, its successors and assigns, to the restrictive covenants as written, and hereby warrants, grants and conveys to City a lien upon the Real Estate for the applicable Affordability Period, which Affordability Period expires at midnight on May 30, 2029 (the "Lien"). In consideration of these mutual undertakings and covenants, the parties further agree as follows:

1. Throughout the entire Affordability Period, the Real Estate shall be occupied by individuals or families whose income is **at or below fifty percent (50%)** of the area median income (the "Affordability Requirements").

2. If, during the Affordability Period, the Owner ceases to offer the Real Estate as rental units for individuals or families whose income is **at or below fifty percent (50%)** of area median income, the Real Estate: (1) must be resold to a Community Development Corporation ("CDC") who will manage the property in accordance with this agreement and any other NSP requirements or (2) must be resold to a homebuyer, whose total household income is **at or below fifty percent (50%)** of area median income, who will occupy the property as his or her primary residence. The Owner must resell the Real Estate within six (6) months of the date it fails to manage the Real Estate as affordable rental property. The Owner is entitled to a fair return on the sale of the Real Estate, which would consist of the Owner's investment and any capital improvements made to the Real Estate. If such a transfer or conveyance of the Real Estate occurs, then the Real Estate must remain and continue to be subject to the terms and provisions of this Agreement and the transferee owner must agree to take the Real Estate subject to this Agreement.

3. Upon the occurrence of any of the following events, the property must be transferred or conveyed to (1) a CDC who will manage the rental unit for "low-income family," as defined within the NSP Program regulations, or (2) a homebuyer whose total household income is **at or below fifty percent (50%)** of area median income who will occupy the property as his or her primary residence. If such a transfer or conveyance of the Real Estate does occur, then the Real Estate must remain and continue to be subject to the terms and provisions of this Agreement and the transferee CDC must agree to take the Real Estate subject to this Agreement:

- a. Transfer or conveyance of the Real Estate, by deed, land contract, lease, or

otherwise, within the applicable Affordability Period measured from the effective date of this Agreement;

b. The commencement of foreclosure proceedings by any mortgagee, within the applicable Affordability Period measured from the effective date of this Agreement; or

c. The residence not being used as the principal residence for individuals or families whose income is **at or below fifty percent (50%)** of area median income of the Owner within the applicable Affordability Period measured from the effective date of this Agreement.

4. The Lien shall not be released on the date the Real Estate is acquired by foreclosure in accordance with the laws of the State of Indiana, or an instrument in lieu of foreclosure, unless such release is specifically agreed to, in advance and in writing, by the City.

5. If, by the date of expiration of the Affordability Period, none of the events specified in subparagraphs a, b, and c above have occurred within the applicable Affordability Period measured from the effective date of this Agreement, this Agreement shall terminate and the Lien shall be released and discharged; otherwise the Lien shall remain in full force and effect until so discharged.

6. Owner hereby states, that the financial assistance received through the NSP Program represents good and valuable consideration for this Agreement and the Lien and that the Real Estate is subject to the statutes, regulations, terms, conditions, and requirements of the NSP Program as administered by City.

7. This Agreement will not be subordinate to any debt incurred by Owner in the form of a home equity loan or second mortgage on the Real Estate unless agreed upon by the City.

8. This Agreement shall be binding upon the Real Estate and shall constitute a covenant running with the land. Owner agrees that any and all requirements of the laws of the State of Indiana which must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and covenants running with the Real Estate shall be satisfied in full. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

9. In the event there is a breach or violation of the restrictions and covenants set forth herein during the Affordability Period or the Owner is unable or unwilling to resell the Real Estate within six (6) months after it has vacated the Real Estate, City may bring an action at law or in equity in a court of competent jurisdiction to enforce the Lien and restrictions and covenants set forth herein against any or all of the following: the Owner or any subsequent owner in possession at the time of the breach or violation. In addition, City may recover reasonable attorney's fees and court costs incurred enforcing the Lien.

This Lien and Restrictive Covenant Agreement is effective as of the ____ day of _____, 2024 (the "Effective Date").

IN WITNESS WHEREOF, the Owner and City have caused this Agreement to be signed by duly authorized representatives, on the Effective Date.

CITY OF ELKHART, INDIANA,
DEPARTMENT OF REDEVELOPMENT:

By: _____
Sandra Schreiber, President,
Elkhart Redevelopment Commission

STATE OF INDIANA
SS:
COUNTY OF ELKHART

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sandra Schreiber, President of the Elkhart Redevelopment Commission, and acknowledged the execution of the foregoing instrument this ____ day of _____ 2024.

Notary Public
Residing in Elkhart County
State of Indiana

OWNER: JI Contracting Company, LLC

By: _____
Bruce K. Jones, Manager

STATE OF _____ SS:
COUNTY OF _____

Before me, a Notary Public, in and for said County and State, personally appeared Bruce K. Jones, who acknowledged that the foregoing Grant of Lien and Restrictive Covenant Agreement was executed by him as Manager of JI Contracting Company, LLC, as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this ____ day of _____, 2024.

Notary Public

This instrument was prepared by Gary D. Boyn, Warrick & Boyn, LLP, 861 Parkway Avenue, Elkhart, IN 46516. I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Gary D. Boyn

Return Recorded Document To:
Gary D. Boyn
Warrick & Boyn, LLP
861 Parkway Avenue
Elkhart, IN 46516

EXHIBIT 1

RENTAL HOUSING PROGRAM REQUIREMENTS

Each person or entity acquiring NSP parcels from the City of Elkhart to be used for rental housing for persons at or below 50% AMI based on family size under an established rental housing program shall comply with the following requirements for the entire period that NS regulations apply to an acquired parcel:

1. Obtain the prior approval of the Elkhart Redevelopment Commission of the form of Lease Agreement to be used for each NSP parcel, and of all proposed amendments thereto;
2. Provide in each Lease Agreement a provision allowing eviction for any illegal activities occurring on the premises;
3. Obtain, in advance of occupancy, a signed Lease Agreement from every Lessee for the original term and each renewal term of the Lease;
4. Provide each tenant, in advance of occupancy, a lead based paint brochure and list of hazards, and obtain a signed acceptance form in each tenant's file;
5. Rent only to persons at or below 50% AMI based on family size under an established rental housing program and maintain the affordability requirements of the Neighborhood Stabilization Program for the term required based on total NSP investment;
6. Work with City staff to complete a 3 party income verification for each rental housing program applicant prior to execution of the Lease Agreement and occupancy of any unit;
7. Provide the Elkhart Redevelopment Commission an annual budget and certification of compliance with all program obligations, in the form provided by the City;
8. Purchase and maintain fire, casualty and other hazards insurance on the property and improvements to each parcel at the replacement value of each parcel and improvements;;
9. Purchase and maintain public liability insurance on each NSP parcel;
10. Maintain each parcel in a clean and sightful condition, and in full compliance with all applicable codes;
11. Not discriminate against any applicant based on race, color, creed, gender, sexual orientation or religious affiliation, nor mandate any type of religious practice or participation as a condition of leasing any rental housing unit.

RESOLUTION NO. 24-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,
APPROPRIATING FUNDING FOR THE WOODLAND IMPROVEMENTS

Whereas, The Commission is working with the Board of Public Works (BPW) to bid out plans for needed roof replacement at the Woodland Crossing Shopping Center (the "Project"), BPW has received and reviewed bids and is ready to award to the lowest and most responsive bidder, and requests an appropriation of \$440,000.00 to cover the cost of the work; and

Whereas, the Commission believes it is in the best interest of the City, the Area, and the inhabitants to approve and provide the funding for the Project.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Project and the requested funding.
2. The Commission requests the Board of Public Works enter into all contracts and take all actions necessary to supervise and complete the Project on its behalf.
3. The Commission appropriates the sum of \$440,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of the Project, with any unused funds to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13TH DAY OF AUGUST 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

**ELKHART REDEVELOPMENT COMMISSION
RESOLUTION NO. 24-R-_____**

**RESOLUTION OF THE ELKHART REDEVELOPMENT
COMMISSION PLEDGING AREA NO. 4 TIF REVENUES,
AREA NO. 5 TIF REVENUES AND AREA NO. 6 TIF
REVENUES**

WHEREAS, the Elkhart Redevelopment Commission ("Redevelopment Commission") has established and expanded an urban renewal area needing redevelopment known as the Downtown Urban Renewal Area ("Area"), and approved an urban renewal plan for the Area, as amended to date ("Original Plan"), which Original Plan contained specific recommendations for economic development in the Area pursuant to a Declaratory Resolution, as amended to date, as confirmed by a Confirmatory Resolution, as amended to date, after public hearings (collectively, "Area Resolution").

WHEREAS, the Area Resolution created the Downtown Elkhart Allocation Area No. 4 ("Allocation Area No. 4") for the purpose of capturing all real property tax proceeds from assessed valuation of property in Allocation Area No. 4 in excess of the assessed valuation described in IC 36-7-14-39(a)(1), as such statutory provision exists on the date of issuance of the hereinafter defined Series A Bonds, minus the first \$2,200,000 in incremental assessed value generated in Allocation Area No. 4 that will be retained by the Redevelopment Commission ("Area No. 4 Tax Increment");

WHEREAS, the Area Resolution created the Downtown Elkhart Allocation Area No. 5 ("Allocation Area No. 5") for the purpose of capturing all real property tax proceeds from assessed valuation of property in Allocation Area No. 5 in excess of the assessed valuation described in IC 36-7-14-39(a)(1), as such statutory provision exists on the date of issuance of the hereinafter defined Series B Bonds ("Area No. 5 Tax Increment");

WHEREAS, the Area Resolution created the Downtown Elkhart SF Housing Allocation Area No. 6 ("Allocation Area No. 6") for the purpose of capturing all real property tax proceeds from assessed valuation of property in Allocation Area No. 6 in excess of the assessed valuation described in IC 36-7-14-39(a)(1), as such statutory provision exists on the date of issuance of the hereinafter defined Series C Bonds ("Area No. 6 Tax Increment");

WHEREAS, Allocation Area No. 4, Allocation Area No. 5 and Allocation Area No. 6 are hereinafter collectively referred to as the "Allocation Areas;"

WHEREAS, the City is considering the issuance of its [Taxable] Economic Development Revenue Bonds, Series 202___ (River District Project), in one or more series, to be completed with the year in which issued and series designation (collectively, "Bonds") pursuant to a Trust Indenture between the City and a to-be-determined financial institution, as trustee for the Bonds, dated as of the first day of the month in which sold or issued ("Trust Indenture"), the proceeds of which will be used to finance all or a portion of certain local public improvements, including but not limited to, the construction of a mixed-use development that transforms the existing eastern gateway for downtown Elkhart and its River District which will initially repurpose the site with

new office and retail space complemented by approximately 115 residential units of varying types, together with all necessary appurtenances, related improvements and equipment and, with respect to the Housing Program (as defined in the Area Resolution), assist with the construction of two or more buildings with a minimum of ten (10) residential units and any and all related public improvements, as further set forth in the Development Agreement, dated as of September 28, 2020, as amended, by and between the City and EOZ Business, LLC and River District Development Company, LLC (collectively, "Developer"), in the respective Allocation Areas and within the Area and costs of issuance, pursuant to a Financing and Covenant Agreement, dated as of the first day of the month the Bonds are sold or issued between the Developer and the City ("Financing Agreement");

WHEREAS, in order to pay debt service on the first series of bonds issued under the Trust Indenture ("Series A Bonds") to fund the projects set out on Exhibit A attached hereto and incorporated herein ("Series A Projects"), the Redevelopment Commission has determined that it is in the best interest of the City and its residents to pledge all of the Area No. 4 Tax Increment, to the repayment of the Series A Bonds up to and including the final maturity date of the Series A Bonds ("Area No. 4 TIF Revenues"); and

WHEREAS, in order to pay debt service on the second series of bonds issued under the Trust Indenture ("Series B Bonds") to fund the projects set out on Exhibit A ("Series B Projects"), the Redevelopment Commission has determined that it is in the best interest of the City and its residents to pledge all of the Area No. 5 Tax Increment, to the repayment of the Series B Bonds up to and including the final maturity date of the Series B Bonds when and if issued ("Area No. 5 TIF Revenues"); and

WHEREAS, in order to pay debt service on the third series of bonds issued under the Trust Indenture ("Series C Bonds") to fund the projects set out on Exhibit A ("Series C Projects"), the Redevelopment Commission has determined that it is in the best interest of the City and its residents to pledge all of the Area No. 6 Tax Increment, to the repayment of the Series C Bonds up to and including the final maturity date of the Series C Bonds when and if issued ("Area No. 6 TIF Revenues"); and

WHEREAS, the Redevelopment Commission believes that pledging the Area No. 4 TIF Revenues, the Area No. 5 TIF Revenues and the Area No. 6 TIF Revenues will help further the accomplishment of the Original Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ELKHART REDEVELOPMENT COMMISSION, THAT:

Section 1. The Redevelopment Commission hereby finds that the pledge of the Area No. 4 TIF Revenues to pay debt service on the Series A Bonds to fund the Series A Projects will help accomplish the Original Plan for the Area and will promote the economic development and redevelopment of the City, the Area and Allocation Area No. 4.

Section 2. The Redevelopment Commission hereby irrevocably pledges the Area No. 4 TIF Revenues to the payment of debt service on the Series A Bonds for a term of years not to exceed the final maturity date of the Series A Bonds. There are no prior liens, encumbrances or

other restrictions on the Redevelopment Commission's ability to pledge the Area No. 4 TIF Revenues.

Section 3. The Redevelopment Commission hereby finds that the pledge of the Area No. 5 TIF Revenues to pay debt service on the Series B Bonds to fund the Series B Projects will help accomplish the Original Plan for the Area and will promote the economic development and redevelopment of the City, the Area and Allocation Area No. 5.

Section 4. The Redevelopment Commission hereby irrevocably pledges the Area No. 5 TIF Revenues to the payment of debt service on the Series B Bonds for a term of years not to exceed the final maturity date of the Series B Bonds when and if issued. There are no prior liens, encumbrances or other restrictions on the Redevelopment Commission's ability to pledge the Area No. 5 TIF Revenues.

Section 5. The Redevelopment Commission hereby finds that the pledge of the Area No. 6 TIF Revenues to pay debt service on the Series C Bonds to fund the Series C Projects will help accomplish the Original Plan for the Area and will promote the economic development and redevelopment of the City, the Area and Allocation Area No. 6.

Section 6. The Redevelopment Commission hereby irrevocably pledges the Area No. 6 TIF Revenues to the payment of debt service on the Series C Bonds for a term of years not to exceed the final maturity date of the Series C Bonds when and if issued. There are no prior liens, encumbrances or other restrictions on the Redevelopment Commission's ability to pledge the Area No. 6 TIF Revenues.

Section 7. The Redevelopment Commission hereby finds, for purposes of clarity, that the pledge of Area No. 5 Tax Increment to the Series B Bonds and the pledge of Area No. 6 Tax Increment to the Series C Bonds pledged herein do not constitute the incurrence of an obligation to pay the principal and interest on bonds or lease rentals on leases for purposes of IC 36-7-14-39(b).

Section 8. This resolution shall be effective upon passage.

Adopted August 13, 2024.

CITY OF ELKHART REDEVELOPMENT
COMMISSION

Sandra Schreiber, President

Attest:

Dina Harris, Secretary

EXHIBIT A

Projects

Phase I (Series A Bonds) – construction of two (2) buildings consisting of commercial multi-use space to be owned by Developer and offered for lease to third parties;

Phase II (Series B Bonds) - construction of five (5) buildings with three (3) of the buildings consisting of not less than 85 residential units and 13,500 square feet of commercial space to be owned by the Developer and offered for lease to third parties and with two (2) of the buildings consisting of not less than 20 residential units to be owned by the Developer and offered to third parties and Pacific Street pedestrian improvements; and

Phase III (Series C Bonds) – construction of two (2) buildings of not less than 10 residential units to be offered for sale to third parties.

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

July 2024

Invoice

Total Current

Work

\$24,528.02



City of Elkhart

Treasurers Report Summary

Date Range: 01/01/2024 - 06/30/2024

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	998.00	0.00	0.00	42,629.62	42,629.62	0.00
4445 - TIF DOWNTOWN ALLOCATION	5,306,061.52	1,785,774.21	1,145,592.72	0.00	0.00	5,946,243.01	5,946,243.01	0.00
4446 - TIF ALLOCATION PIERRE MOR	182,258.23	49,818.59	232,076.82	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	642,809.11	785,370.34	1,428,179.45	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	1,895,292.86	322,435.75	1,481.10	0.00	0.00	2,216,247.51	2,216,247.51	0.00
4449 - TIF ALLOCATION STERLING E	189,561.38	226,983.93	416,545.31	0.00	0.00	0.00	0.00	0.00
4450 - TIF ALLOCATION CASS ST AR	15,154,047.86	2,224,230.72	2,037,374.94	0.00	0.00	15,340,903.64	15,340,903.64	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,243,629.82	171,395.84	3,935.65	0.00	0.00	1,411,090.01	1,411,090.01	0.00
4452 - TIF ALLOCATION S.MAIN GAT	340,350.46	351,217.23	691,567.69	0.00	0.00	0.00	0.00	0.00
4453 - TIF CONSOLIDATED S ALLOCA	6,253,824.58	2,790,944.69	4,659,705.25	0.00	0.00	4,385,064.02	4,385,064.02	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	8,708,171.30	10,617,456.93	0.00	0.00	29,410,656.13	29,410,656.13	0.00