



AMENDED

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, OCTOBER 8, 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 **2310 171 8882** as the event number and **RDC10** as the event password.

To join by phone, call **1-415-655-0001**, enter **2310 171 8882##**

*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
 - September 10, 2024 Regular Meeting Minutes
3. New Business
 - a) Open Bids
 - b) Annual TIF Report from Baker Tilly
 - Accept TIF Report from Baker Tilly
 - c) Offer to buy River Vista Lots
 - Lacasa Property Offer
 - d) Acceptance of 17 Tax Sale Parcels from Board of Public Works (BPW)
 - Accept transfer of 17 tax sale parcels to Redevelopment and form of Quit Claim Deed from BPW to Redevelopment.

- e) **930 South Main Barriers**
 - Approve instillation of wood post barriers at 930 South Main Street at a cost not to exceed \$874.40 and appropriate \$874.40 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund.
- f) **Offer Letter for Grove Court**
 - Review offer letter for Grove Court.
- g) **Indiana Ave. Vacant Land**
 - Accept offer and approve purchase and development agreement for vacant land on Indiana Ave.
- h) **Issuance of RFI for East Windsor Avenue Sidewalk**
 - Approve soliciting requests for information for a sidewalk along East Windsor Ave.
- i) **Brokerage Services**
 - Approve the employment of Realtor Group Services to provide services and appropriate \$5,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund.
- j) **Freight Street Property Demolition**
 - Authorize staff to receive bids for the Freight Street property demolition project
- k) **Community Development Block Grant (CDBG) Program Year 24 Subrecipient Agreement**
 - Council on Aging of Elkhart County
 - CDBG PY 24 Annual Action Plan Grants
 - Appropriate funds for CDBG PY 24 Annual Action Plan
 - Tolson - \$10,000 for ADA playground equipment
 - Lacasa - \$49,500 for homebuyers program
 - Lacasa - \$60,000 for rehab at 516 S. Main (low-moderate income housing)
- l) **2025 RDC Meeting Schedule**
 - Approve 2025 Pre-Agenda and Redevelopment Commission meeting schedule
- m) **Second Amendment to Shopping Center Lease Agreement**
 - Approve second amendment to PQH Wireless, Inc. lease agreement reflecting their address is now 138 W. Hively Avenue, Suite 3, Elkhart, IN 46517

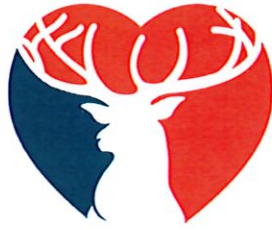
4. Staff Updates

5. Other Business

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

9. Public Comment

10. Adjournment



City of Elkhart
Redevelopment Commission

Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For September 6, 2024

PRESENT: Dina Harris, Sandi Schreiber, Gary Boyn, Mike Huber, Adam Fann,
Jacob Wolgamood, Sherry Weber, Corinne Straight, Joshua Hofer,
Mary Kaczka, Drew Wynes.

PRESENT BY WEBEX: Chris Pottratz, Willie L. Brown

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 September 10, 2024.

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**

(17 Tax Parcels)

WHEREAS, the Elkhart Redevelopment Commission (the “Commission”), the governing body of the City of 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 17 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 October 8, 2024, at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART,
DEPARTMENT OF REDEVELOPMENT**

By: _____
Signature

Sandra Schreiber, President
Printed Name and Title

Elkhart Redevelopment Commission

ATTEST:

By: _____
Signature

Dina Harris, Secretary
Printed Name and Title

Elkhart Redevelopment Commission

EXHIBIT A

Property to be Transferred

Parcel Number (18-digits)	Owner Name	Property Street	Property City St & Zip	Legal Acreage	
20-06-05-382-002.000-012	CITY OF ELKHART INDIANA	323 S SIXTH ST.	ELKHART IN 46516	0.122 Developable (Residential)	*
20-06-05-382-003.000-012	CITY OF ELKHART INDIANA	327 S SIXTH ST.	ELKHART IN 46516	0.057 Developable (Residential)	*
20-06-05-401-002.000-012	CITY OF ELKHART	200 N SECOND ST	ELKHART IN 46516	0.082 Developable (Residential)	*
20-06-05-479-031.000-012	CITY OF ELKHART INDIANA	HUG ST	ELKHART IN 46516	0.484 Developable (Residential)	
20-06-06-483-031.000-012	CITY OF ELKHART INDIANA	164 S SHORE DR	ELKHART IN 46516	0.11 Developable (Residential)	*
20-06-06-483-032.000-012	CITY OF ELKHART INDIANA	S SHORE DR	ELKHART IN 46516	0.11 Developable (Residential)	
20-06-08-110-017.000-012	CITY OF ELKHART	619 S EIGHTH	ELKHART IN 46516	0.052 Developable (Residential)	*
20-06-08-110-018.000-012	CITY OF ELKHART	S EIGHTH	ELKHART IN 46516	0.055 Developable (Residential)	
20-06-08-156-008.000-012	CITY OF ELKHART INDIANA	LAFAYETTE	ELKHART IN 46516	0.162 Developable (Residential)	
20-06-08-255-023.000-012	CITY OF ELKHART INDIANA	DELAWARE	ELKHART IN 46516	0.086 Developable (Residential)	
20-06-08-255-024.000-012	CITY OF ELKHART INDIANA	DELAWARE	ELKHART IN 46516	0.133 Developable (Residential)	
20-06-08-255-030.000-012	CITY OF ELKHART INDIANA	DELAWARE	ELKHART IN 46516	0.068 Developable (Residential)	
20-06-09-126-008.000-012	CITY OF ELKHART	RICHMOND	ELKHART IN 46516	0.155 residential developable owned by BOW	
20-06-09-133-010.000-012	CITY OF ELKHART INDIANA	1030 PRINCETON	ELKHART IN 46516	0.121 Developable (Residential)	*
20-06-09-185-012.000-012	CITY OF ELKHART	E INDIANA	ELKHART IN 46516	0.65	
20-06-10-155-009.000-012	CITY OF ELKHART	E INDIANA	ELKHART IN 46516	0.455 Developable (Residential)	
20-06-16-137-023.000-012	CITY OF ELKHART INDIANA	804 E CARLTON AVE	ELKHART IN 46517	0.265 Developable (Residential)	

Parcel 1

A part of Lot Numbered One Hundred Ninety-one (191) as the said Lot is known and designated on the recorded Plat of the SECOND SOUTH AND WESTERN ADDITION to the Elkhart Town (now City), said Plat being recorded in Deed Record 3, page 538 in the Office of the Recorder of Elkhart County, State of Indiana and being more particularly described as follows:

Beginning at a point in the City of Elkhart on the West line of Sixth Street, Seventy-five (75) feet North line of Franklin Street; thence West parallel with the North line of Franklin Street, Seventy-five (75) feet; thence North parallel with the West line of Sixth Street to the South line of Vistula Street; thence Northeastwardly along the South line of Vistula Street to the West line of Sixth Street; thence Southwardly along the West line of Sixth Street to the place of beginning.

20-06-05-382-002.00-012
323 S Sixth St., Elkhart, In 46516

Parcel 2

A part of Lot Numbered One Hundred Ninety-one (191) as the said Lot is known and designated on the recorded Plat of the SECOND SOUTH AND WESTERN ADDITION to the Elkhart Town (now City), said Plat being recorded in Deed Record 3, page 538 in the Office of the Recorder of Elkhart County, State of Indiana and being more particularly described as follows:

Beginning at a point on the West line of Sixth Street in the City of Elkhart which is forty two (42) feet North of the North line of Franklin Street in said City; thence North along the West line of said Sixth Street, thirty-three (33) feet; thence West, parallel with the North line of Franklin Street seventy-five (75) feet; thence South parallel with the West line of South Street thirty-three (33) feet; thence East parallel with the North line of Franklin Street, seventy-five (75) feet to the place of beginning.

20-06-05-382-003.000-012
327 S Sixth St., Elkhart, In 46516

Parcel 3

A part of Lot Numbered Twenty-eight (28) as the said Lot is known and designated on the recorded **ORIGINAL PLAT OF THE TOWN OF ELKHART**, to the City of Elkhart, Elkhart County, Indiana; said Plat being recorded in Deed Record 1, page 34 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows: Beginning at the Southwest corner of said Lot Numbered Twenty-eight (28); thence running Northwardly along the Western line of said Lot, Forty-one (41) feet and Three (3) inches; thence Easterly on a line parallel with the Southern line of said Lot, Eighty-five (85) feet; thence Southerly on a line parallel with the Western line of said Lot, Forty-one (41) feet and Three (3) inches to the Southern line of said Lot; thence Westwardly along the Southern line of said Lot, Eighty-five (85) feet to the place of beginning.

20-06-05-401-002.000-012
200 N Second St, Elkhart, In 46516

Parcel 4

A part of Out Lot Twenty-eight (28) as the same is known and designated on the recorded Corporation Plat of the Town of Elkhart, Indiana, now an Addition to the City of Elkhart; said Plat being recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows:

Beginning at an iron stake at the Southwest corner of said Out Lot; running thence East along the North line of Division Street Fifty-three (53) feet to an iron stake thence North at right angles to the North line of said Division Street Eight (8) rods (132 feet); thence West parallel with the North line of Division Street Fifty-three and seventy-seven hundredths (53. 77) feet to an iron stake on the West line of said Out Lot; thence South along the West line of said Out Lot eight (8) rods (132 feet) to the place of beginning.

ALSO, Lots Numbered Three: (3), Four (4), Five (5) and Six (6) as the same are known and designated on the recorded Plat of Funk's Addition to the City of Elkhart; said Plat being recorded in Deed Record 65, page 426 in the Office of the Recorder of Elkhart County, Indiana. ALSO, the West One-half (W 1/2) of the vacated alley lying East of and adjacent to the above lots.

ALSO, a part of Section Five (5), Township Thirty-seven (37) North, Range Five (5) East, in Elkhart City Concord Township, Elkhart County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of Lot Number Six (6) of Funk's Addition to the City of Elkhart; thence South along the East line of Lots Numbered Six (6), Five (5), Four (4) and Three (3) in said Funk's Addition, to the Southeast corner of said Lot number Three (3); thence East Twelve (12) feet; thence South to the North line of Out Lot Number Twenty-eight (28); thence East along the North line of said Out lot Number Twenty-eight (28), Fifty (50) feet; thence North to the South line of Hug Street; thence West Sixty-two (62) feet to the place of beginning. ALSO, the East One-half (E 1/2) of the vacated alley lying West of and adjacent to the above described real estate.

20-06-05-479-031.000-012
Hug St, Elkhart, In 46516

Parcel 5

Lot Numbered 8 in Willow Bay, as per plat thereof recorded in Plat Book 1, page 9 in the Office of the Recorder of Elkhart County, Indiana.

20-06-06-483-031.000-012
164 S Shore Dr, Elkhart, In 46516

Parcel 6

Lot Numbered 7 in Willow Bay, as per plat thereof recorded in Plat Book 1, page 9 in the Office of the Recorder of Elkhart County, Indiana.

20-06-06-483-032.000-012
S Shore Dr, Elkhart, In 46516

Parcel 7

A part of Lot Numbered Four Hundred Fifty-four (454) as the said Lot is known and designated on the recorded Plat of Mather and McNaughton's Addition to the City of Elkhart; said Plat being recorded in Deed Record 37, page 72 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows: Commencing at a point on the East line of Lot 454 in Mather and McNaughton's Addition to the Town (now City) of Elkhart, Indiana, as the same is known and designated on the recorded Plat of said Addition, 40 feet North from the Southeast corner thereof; thence Westwardly on a line parallel with the North line of Mason Street in said City, 60 feet; thence Northwardly on a line parallel with the West line of Eighth Street in said City, about 38 feet to the South line of the premises heretofore conveyed to one Oppel; thence Eastwardly on a line parallel with the North line of Mason Street to the West line of Eighth Street; thence Southwardly along the West line of Eighth Street to the place of beginning.

20-06-08-110-017.000-012
619 S Eighth, Elkhart, In 46516

Parcel 8

A part of Lot Numbered Four Hundred Fifty-four (454) as the said Lot is known and designated on the recorded Plat of Mather and McNaughton's Addition to the Town, now City of Elkhart; said Plat being recorded in Deed Record 37, page 72 in the Office of the Recorder of Elkhart County, Indiana, and more particularly described as follows: Commencing at the Southeast corner of said Lot; thence Westwardly along the South line of said Lot, 60 feet; thence Northwardly on a line parallel with the East line of said Lot, 40 feet; thence Eastwardly on a line parallel with the South line of said Lot, 60 feet to the West line of Eighth Street; thence Southwardly along the East line of said Lot, 40 feet to the place of beginning.

20-06-08-110-018.000-012
S Eighth, Elkhart, In 46516

Parcel 9

Lot Numbered 559 as the said Lots are known and designated on the recorded Plat of McNaughton and Compton's Addition to the Town (now City) of Elkhart; said Plat being recorded in Deed Record 39, page 577 in the Office of the Recorder of Elkhart County, Indiana.

20-06-08-156-008.000-012
Lafayette, Elkhart, In 46516

Parcel 10

Lot Numbered Two Hundred Seventy (270), as shown on the plat of CHAPMAN'S ROSEDALE ADDITION, said Plat being recorded in Deed Record 114, page 586 in the Records of Elkhart County, Indiana. EXCEPT: 10 feet North Side, together with the South Half of the vacated alley lying Northwest and Adjacent.

20-06-08-255-023.000-012
Delaware, Elkhart, In 46516

Parcel 11

Lot Numbered Two Hundred Seventy-one (271), as shown on the plat of CHAPMAN'S ROSEDALE ADDITION, said Plat being recorded in Deed Record 114, page 586 in the Records of Elkhart County, Indiana.

20-06-08-255-024.000-012
Delaware, Elkhart, In 46516

Parcel 12

Southeast part of Lot Numbered 269 and North 10 feet of Lot 270, as shown on the plat of CHAPMAN'S ROSEDALE ADDITION, said Plat being recorded in Deed Record 114, page 586 in the Records of Elkhart County, Indiana together with the South Half of the vacated alley lying Northwest and Adjacent.

20-06-08-255-030.000-012
Delaware, Elkhart, In 46516

Parcel 13

The West Half of Lot Numbered 32 in Hall's Second Kelvin Grove Addition to the Town, now City of Elkhart, Indiana, as per plat thereof recorded April 6, 1867 in Deed Record 31, page 437 in the Office of the Recorder of Elkhart County, Indiana.

20-06-09-126-008.000-012
Richmond, Elkhart, In 46516

Parcel 14

Lot Numbered Fifty-eight (58), except the North 2 feet and Two (2) feet off the North side of Lot Numbered Fifty-seven (57) as the said Lots are known and designated on the recorded plat of Studebaker Park, an Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 116, page 44 in the Office of the Recorder of Elkhart County, Indiana.

20-06-09-133-010.000-012
1030 Princeton, Elkhart, In 46516

Parcel 15

Lots Numbered 182, 183, and 184 as the said Lots are known and designated on the recorded Plat of Studebaker Park Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 116, page 44 in the Office of the Recorder of Elkhart County, Indiana.

20-06-09-185-012.000-012
E Indiana, Elkhart, In 46516

Parcel 16

Lots Numbered Four (4), Five (5) and Six (6), as the said Lots are known and designated on the recorded Plat of Paul's East Bend Addition to the City of Elkhart, Indiana; said Plat being recorded in Plat Book 3, page 69 in the Office of the Recorder of Elkhart County, Indiana.

20-06-10-155-009.000-012
E Indiana, Elkhart, In 46516

Parcel 17

Lots Numbered Seventy-seven (77) and Seventy-eight (78) as the said Lots are known and designated on the recorded Plat of HAYNES AND NALLINGER'S SOUTH SIDE, an Addition in the City of Elkhart, Indiana; said Plat being recorded in Plat Book 1, page 43 in the Office of the Recorder of Elkhart County, Indiana.

20-06-16-137-023.000-012
804 E Carlton Ave, Elkhart, In 46517

CITY OF ELKHART

The city with a heart

9/17/24

DATE
APPROVED BY CITY OF ELKHART
BOARD OF PUBLIC WORKS

Andy Jones
Ron Clivere
Ron Davis

Dr W

TO: Board of Public Works
FROM: Elkhart City Attorney
DATE: September 17, 2024
RE: Resolution 24-R-28 Transfer of 17 Tax Sale Parcels

The City acquired the title to 17 tax sale parcels from the County. The parcels were 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 sell these parcels for development.

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

Approve Resolution 24-R-28 Approving the Transfer of Real Estate to the City of Elkhart, Indiana, Department of Redevelopment.

RESOLUTION NO. 24-R-28

**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**

(17 Tax Parcels)

WHEREAS, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the City of 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 17 lots 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 September 17, 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



Ron Davis, Member



Rose Rivera, Member

ATTEST:



Nancy Wilson, Clerk of the Board of Public Works

PROPERTY TO BE TRANSFERRED

EXHIBIT "A"

Parcel Number (18-digits)	Owner Name	Property Street	Property City St & Zip	Legal Acreage	
20-06-05-382-002.000-012	CITY OF ELKHART INDIANA	323 S SIXTH ST.	ELKHART IN 46516	0.122 Developable (Residential)	*
20-06-05-382-003.000-012	CITY OF ELKHART INDIANA	327 S SIXTH ST.	ELKHART IN 46516	0.057 Developable (Residential)	*
20-06-05-401-002.000-012	CITY OF ELKHART	200 N SECOND ST	ELKHART IN 46516	0.082 Developable (Residential)	*
20-06-05-479-031.000-012	CITY OF ELKHART INDIANA	HUG ST	ELKHART IN 46516	0.484 Developable (Residential)	
20-06-06-483-031.000-012	CITY OF ELKHART INDIANA	164 S SHORE DR	ELKHART IN 46516	0.11 Developable (Residential)	*
20-06-06-483-032.000-012	CITY OF ELKHART INDIANA	S SHORE DR	ELKHART IN 46516	0.11 Developable (Residential)	
20-06-08-110-017.000-012	CITY OF ELKHART	619 S EIGHTH	ELKHART IN 46516	0.052 Developable (Residential)	*
20-06-08-110-018.000-012	CITY OF ELKHART	S EIGHTH	ELKHART IN 46516	0.055 Developable (Residential)	
20-06-08-156-008.000-012	CITY OF ELKHART INDIANA	LAFAYETTE	ELKHART IN 46516	0.162 Developable (Residential)	
20-06-08-255-023.000-012	CITY OF ELKHART INDIANA	DELAWARE	ELKHART IN 46516	0.086 Developable (Residential)	
20-06-08-255-024.000-012	CITY OF ELKHART INDIANA	DELAWARE	ELKHART IN 46516	0.133 Developable (Residential)	
20-06-08-255-030.000-012	CITY OF ELKHART INDIANA	DELAWARE	ELKHART IN 46516	0.068 Developable (Residential)	
20-06-09-126-008.000-012	CITY OF ELKHART	RICHMOND	ELKHART IN 46516	0.155 residential developable owned by BOW	
20-06-09-133-010.000-012	CITY OF ELKHART INDIANA	1030 PRINCETON	ELKHART IN 46516	0.121 Developable (Residential)	*
20-06-09-185-012.000-012	CITY OF ELKHART	E INDIANA	ELKHART IN 46516	0.65	
20-06-10-155-009.000-012	CITY OF ELKHART	E INDIANA	ELKHART IN 46516	0.455 Developable (Residential)	
20-06-16-137-023.000-012	CITY OF ELKHART INDIANA	804 E CARLTON AVE	ELKHART IN 46517	0.265 Developable (Residential)	

Parcel 1

A part of Lot Numbered One Hundred Ninety-one (191) as the said Lot is known and designated on the recorded Plat of the SECOND SOUTH AND WESTERN ADDITION to the Elkhart Town (now City), said Plat being recorded in Deed Record 3, page 538 in the Office of the Recorder of Elkhart County, State of Indiana and being more particularly described as follows:

Beginning at a point in the City of Elkhart on the West line of Sixth Street, Seventy-five (75) feet North line of Franklin Street; thence West parallel with the North line of Franklin Street, Seventy-five (75) feet; thence North parallel with the West line of Sixth Street to the South line of Vistula Street; thence Northeastwardly along the South line of Vistula Street to the West line of Sixth Street; thence Southwardly along the West line of Sixth Street to the place of beginning.

20-06-05-382-002.00-012
323 S Sixth St., Elkhart, In 46516

Parcel 2

A part of Lot Numbered One Hundred Ninety-one (191) as the said Lot is known and designated on the recorded Plat of the SECOND SOUTH AND WESTERN ADDITION to the Elkhart Town (now City), said Plat being recorded in Deed Record 3, page 538 in the Office of the Recorder of Elkhart County, State of Indiana and being more particularly described as follows:

Beginning at a point on the West line of Sixth Street in the City of Elkhart which is forty two (42) feet North of the North line of Franklin Street in said City; thence North along the West line of said Sixth Street, thirty-three (33) feet; thence West, parallel with the North line of Franklin Street seventy-five (75) feet; thence South parallel with the West line of South Street thirty-three (33) feet; thence East parallel with the North line of Franklin Street, seventy-five (75) feet to the place of beginning.

20-06-05-382-003.000-012
327 S Sixth St., Elkhart, In 46516

Parcel 3

A part of Lot Numbered Twenty-eight (28) as the said Lot is known and designated on the recorded **ORIGINAL PLAT OF THE TOWN OF ELKHART**, to the City of Elkhart, Elkhart County, Indiana; said Plat being recorded in Deed Record 1, page 34 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows: Beginning at the Southwest corner of said Lot Numbered Twenty-eight (28); thence running Northwardly along the Western line of said Lot, Forty-one (41) feet and Three (3) inches; thence Easterly on a line parallel with the Southern line of said Lot, Eighty-five (85) feet; thence Southerly on a line parallel with the Western line of said Lot, Forty-one (41) feet and Three (3) inches to the Southern line of said Lot; thence Westwardly along the Southern line of said Lot, Eighty-five (85) feet to the place of beginning.

20-06-05-401-002.000-012
200 N Second St, Elkhart, In 46516

Parcel 4

A part of Out Lot Twenty-eight (28) as the same is known and designated on the recorded Corporation Plat of the Town of Elkhart, Indiana, now an Addition to the City of Elkhart; said Plat being recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows:

Beginning at an Iron stake at the Southwest corner of said Out Lot; running thence East along the North line of Division Street Fifty-three (53) feet to an iron stake thence North at right angles to the North line of said Division Street Eight (8) rods (132 feet); thence West parallel with the North line of Division Street Fifty-three and seventy-seven hundredths (53. 77) feet to an iron stake on the West line of said Out Lot; thence South along the West line of said Out Lot eight (8) rods (132 feet) to the place of beginning.

ALSO, Lots Numbered Three: (3), Four (4), Five (5) and Six (6) as the same are known and designated on the recorded Plat of Funk's Addition to the City of Elkhart; said Plat being recorded in Deed Record 65, page 426 in the Office of the Recorder of Elkhart County, Indiana. ALSO, the West One-half (W 1/2) of the vacated alley lying East of and adjacent to the above lots.

ALSO, a part of Section Five (5), Township Thirty-seven (37) North, Range Five (5) East, in Elkhart City Concord Township, Elkhart County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of Lot Number Six (6) of Funk's Addition to the City of Elkhart; thence South along the East line of Lots Numbered Six (6), Five (5), Four (4) and Three (3) in said Funk's Addition, to the Southeast corner of said Lot number Three (3); thence East Twelve (12) feet; thence South to the North line of Out Lot Number Twenty-eight (28); thence East along the North line of said Out lot Number Twenty-eight (28), Fifty (50) feet; thence North to the South line of Hug Street; thence West Sixty-two (62) feet to the place of beginning. ALSO, the East One-half (E 1/2) of the vacated alley lying West of and adjacent to the above described real estate.

20-06-05-479-031.000-012
Hug St, Elkhart, In 46516

Parcel 5

Lot Numbered 8 in Willow Bay, as per plat thereof recorded in Plat Book 1, page 9 in the Office of the Recorder of Elkhart County, Indiana.

20-06-06-483-031.000-012
164 S Shore Dr, Elkhart, In 46516

Parcel 6

Lot Numbered 7 in Willow Bay, as per plat thereof recorded in Plat Book 1, page 9 in the Office of the Recorder of Elkhart County, Indiana.

20-06-06-483-032.000-012
S Shore Dr, Elkhart, In 46516

Parcel 7

A part of Lot Numbered Four Hundred Fifty-four (454) as the said Lot is known and designated on the recorded Plat of Mather and McNaughton's Addition to the City of Elkhart; said Plat being recorded in Deed Record 37, page 72 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows: Commencing at a point on the East line of Lot 454 in Mather and McNaughton's Addition to the Town (now City) of Elkhart, Indiana, as the same is known and designated on the recorded Plat of said Addition, 40 feet North from the Southeast corner thereof; thence Westwardly on a line parallel with the North line of Mason Street in said City, 60 feet; thence Northwardly on a line parallel with the West line of Eighth Street in said City, about 38 feet to the South line of the premises heretofore conveyed to one Oppel; thence Eastwardly on a line parallel with the North line of Mason Street to the West line of Eighth Street; thence Southwardly along the West line of Eighth Street to the place of beginning.

20-06-08-110-017.000-012
619 S Eighth, Elkhart, In 46516

Parcel 8

A part of Lot Numbered Four Hundred Fifty-four (454) as the said Lot is known and designated on the recorded Plat of Mather and McNaughton's Addition to the Town, now City of Elkhart; said Plat being recorded in Deed Record 37, page 72 in the Office of the Recorder of Elkhart County, Indiana, and more particularly described as follows: Commencing at the Southeast corner of said Lot; thence Westwardly along the South line of said Lot, 60 feet; thence Northwardly on a line parallel with the East line of said Lot, 40 feet; thence Eastwardly on a line parallel with the South line of said Lot, 60 feet to the West line of Eighth Street; thence Southwardly along the East line of said Lot, 40 feet to the place of beginning.

20-06-08-110-018.000-012
S Eighth, Elkhart, In 46516

Parcel 9

Lot Numbered 559 as the said Lots are known and designated on the recorded Plat of McNaughton and Compton's Addition to the Town (now City) of Elkhart; said Plat being recorded in Deed Record 39, page 577 in the Office of the Recorder of Elkhart County, Indiana.

20-06-08-156-008.000-012
Lafayette, Elkhart, In 46516

Parcel 10

Lot Numbered Two Hundred Seventy (270), as shown on the plat of CHAPMAN'S ROSEDALE ADDITION, said Plat being recorded in Deed Record 114, page 586 in the Records of Elkhart County, Indiana. EXCEPT: 10 feet North Side, together with the South Half of the vacated alley lying Northwest and Adjacent.

20-06-08-255-023.000-012
Delaware, Elkhart, In 46516

Parcel 11

Lot Numbered Two Hundred Seventy-one (271), as shown on the plat of CHAPMAN'S ROSEDALE ADDITION, said Plat being recorded in Deed Record 114, page 586 in the Records of Elkhart County, Indiana.

20-06-08-255-024.000-012
Delaware, Elkhart, In 46516

Parcel 12

Southeast part of Lot Numbered 269 and North 10 feet of Lot 270, as shown on the plat of CHAPMAN'S ROSEDALE ADDITION, said Plat being recorded in Deed Record 114, page 586 in the Records of Elkhart County, Indiana together with the South Half of the vacated alley lying Northwest and Adjacent.

20-06-08-255-030.000-012
Delaware, Elkhart, In 46516

Parcel 13

The West Half of Lot Numbered 32 in Hall's Second Kelvin Grove Addition to the Town, now City of Elkhart, Indiana, as per plat thereof recorded April 6, 1867 in Deed Record 31, page 437 in the Office of the Recorder of Elkhart County, Indiana.

20-06-09-126-008.000-012
Richmond, Elkhart, In 46516

Parcel 14

Lot Numbered Fifty-eight (58), except the North 2 feet and Two (2) feet off the North side of Lot Numbered Fifty-seven (57) as the said Lots are known and designated on the recorded plat of Studebaker Park, an Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 116, page 44 in the Office of the Recorder of Elkhart County, Indiana.

20-06-09-133-010.000-012
1030 Princeton, Elkhart, In 46516

Parcel 15

Lots Numbered 182, 183, and 184 as the said Lots are known and designated on the recorded Plat of Studebaker Park Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 116, page 44 in the Office of the Recorder of Elkhart County, Indiana.

20-06-09-185-012.000-012
E Indiana, Elkhart, In 46516

Parcel 16

Lots Numbered Four (4), Five (5) and Six (6), as the said Lots are known and designated on the recorded Plat of Paul's East Bend Addition to the City of Elkhart, Indiana; said Plat being recorded in Plat Book 3, page 69 in the Office of the Recorder of Elkhart County, Indiana.

20-06-10-155-009.000-012
E Indiana, Elkhart, In 46516

Parcel 17

Lots Numbered Seventy-seven (77) and Seventy-eight (78) as the said Lots are known and designated on the recorded Plat of HAYNES AND NALLINGER'S SOUTH SIDE, an Addition in the City of Elkhart, Indiana; said Plat being recorded in Plat Book 1, page 43 in the Office of the Recorder of Elkhart County, Indiana.

20-06-16-137-023.000-012

804 E Carlton Ave, Elkhart, In 46517

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, a Municipal Corporation, *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 14th day of September, 2024.

“GRANTOR”

CITY OF ELKHART, INDIANA
DEPARTMENT OF PUBLIC WORKS

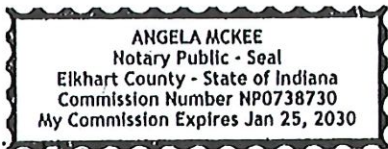
By: 
Jamie Arce, Vice-President
City of Elkhart, Indiana,
Board of Public Works

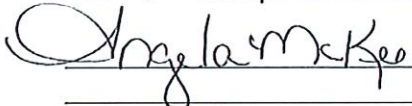
ATTEST:

By: 
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 Jamie Arce and Nancy Wilson, the Vice-President and Clerk, respectively, of the City of Elkhart, Indiana, Board of Public Works, and acknowledged the execution of the foregoing Deed on the 14th day of September, 2024.




Notary Public

Interests in land acquired by:

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

ACCEPTANCE

The Grantee hereby accepts the foregoing Quit Claim Deed.

Executed this ____ day of _____, 20____.

“GRANTEE”
CITY OF ELKHART, INDIANA
DEPARTMENT OF REDEVELOPMENT

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

ATTEST:

By: _____
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 ____ day of _____, 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. Gary D. Boyn

EXHIBIT A

Parcel 1

A part of Lot Numbered One Hundred Ninety-one (191) as the said Lot is known and designated on the recorded Plat of the SECOND SOUTH AND WESTERN ADDITION to the Elkhart Town (now City), said Plat being recorded in Deed Record 3, page 538 in the Office of the Recorder of Elkhart County, State of Indiana and being more particularly described as follows:

Beginning at a point in the City of Elkhart on the West line of Sixth Street, Seventy-five (75) feet North line of Franklin Street; thence West parallel with the North line of Franklin Street, Seventy-five (75) feet; thence North parallel with the West line of Sixth Street to the South line of Vistula Street; thence Northeastwardly along the South line of Vistula Street to the West line of Sixth Street; thence Southwardly along the West line of Sixth Street to the place of beginning.

20-06-05-382-002.00-012
323 S Sixth St., Elkhart, In 46516

Parcel 2

A part of Lot Numbered One Hundred Ninety-one (191) as the said Lot is known and designated on the recorded Plat of the SECOND SOUTH AND WESTERN ADDITION to the Elkhart Town (now City), said Plat being recorded in Deed Record 3, page 538 in the Office of the Recorder of Elkhart County, State of Indiana and being more particularly described as follows:

Beginning at a point on the West line of Sixth Street in the City of Elkhart which is forty two (42) feet North of the North line of Franklin Street in said City; thence North along the West line of said Sixth Street, thirty-three (33) feet; thence West, parallel with the North line of Franklin Street seventy-five (75) feet; thence South parallel with the West line of South Street thirty-three (33) feet; thence East parallel with the North line of Franklin Street, seventy-five (75) feet to the place of beginning.

20-06-05-382-003.000-012
327 S Sixth St., Elkhart, In 46516

Parcel 3

A part of Lot Numbered Twenty-eight (28) as the said Lot is known and designated on the recorded **ORIGINAL PLAT OF THE TOWN OF ELKHART**, to the City of Elkhart, Elkhart County, Indiana; said Plat being recorded in Deed Record 1, page 34 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows: Beginning at the Southwest corner of said Lot Numbered Twenty-eight (28); thence running Northwardly along the Western line of said Lot, Forty-one (41) feet and Three (3) inches; thence Easterly on a line parallel with the Southern line of said Lot, Eighty-five (85) feet; thence Southerly on a line parallel with the Western line of said Lot, Forty-one (41) feet and Three (3) inches to the Southern line of said Lot; thence Westwardly along the Southern line of said Lot, Eighty-five (85) feet to the place of beginning.

20-06-05-401-002.000-012
200 N Second St, Elkhart, In 46516

Parcel 4

A part of Out Lot Twenty-eight (28) as the same is known and designated on the recorded Corporation Plat of the Town of Elkhart, Indiana, now an Addition to the City of Elkhart; said Plat being recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows:

Beginning at an iron stake at the Southwest corner of said Out Lot; running thence East along the North line of Division Street Fifty-three (53) feet to an iron stake thence North at right angles to the North line of said Division Street Eight (8) rods (132 feet); thence West parallel with the North line of Division Street Fifty-three and seventy-seven hundredths (53. 77) feet to an iron stake on the West line of said Out Lot; thence South along the West line of said Out Lot eight (8) rods (132 feet) to the place of beginning.

ALSO, Lots Numbered Three (3), Four (4), Five (5) and Six (6) as the same are known and designated on the recorded Plat of Funk's Addition to the City of Elkhart; said Plat being recorded in Deed Record 65, page 426 in the Office of the Recorder of Elkhart County, Indiana. ALSO, the West One-half (W 1/2) of the vacated alley lying East of and adjacent to the above lots.

ALSO, a part of Section Five (5), Township Thirty-seven (37) North, Range Five (5) East, in Elkhart City Concord Township, Elkhart County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of Lot Number Six (6) of Funk's Addition to the City of Elkhart; thence South along the East line of Lots Numbered Six (6), Five (5), Four (4) and Three (3) in said Funk's Addition, to the Southeast corner of said Lot number Three (3); thence East Twelve (12) feet; thence South to the North line of Out Lot Number Twenty-eight (28); thence East along the North line of said Out lot Number Twenty-eight (28), Fifty (50) feet; thence North to the South line of Hug Street; thence West Sixty-two (62) feet to the place of beginning. ALSO, the East One-half (E 1/2) of the vacated alley lying West of and adjacent to the above described real estate.

20-06-05-479-031.000-012
Hug St, Elkhart, In 46516

Parcel 5

Lot Numbered 8 in Willow Bay, as per plat thereof recorded in Plat Book 1, page 9 in the Office of the Recorder of Elkhart County, Indiana.

20-06-06-483-031.000-012
164 S Shore Dr, Elkhart, In 46516

Parcel 6

Lot Numbered 7 in Willow Bay, as per plat thereof recorded in Plat Book 1, page 9 in the Office of the Recorder of Elkhart County, Indiana.

20-06-06-483-032.000-012
S Shore Dr, Elkhart, In 46516

Parcel 7

A part of Lot Numbered Four Hundred Fifty-four (454) as the said Lot is known and designated on the recorded Plat of Mather and McNaughton's Addition to the City of Elkhart; said Plat being recorded in Deed Record 37, page 72 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows: Commencing at a point on the East line of Lot 454 in Mather and McNaughton's Addition to the Town (now City) of Elkhart, Indiana, as the same is known and designated on the recorded Plat of said Addition, 40 feet North from the Southeast corner thereof; thence Westwardly on a line parallel with the North line of Mason Street in said City, 60 feet; thence Northwardly on a line parallel with the West line of Eighth Street in said City, about 38 feet to the South line of the premises heretofore conveyed to one Oppel; thence Eastwardly on a line parallel with the North line of Mason Street to the West line of Eighth Street; thence Southwardly along the West line of Eighth Street to the place of beginning.

20-06-08-110-017.000-012
619 S Eighth, Elkhart, In 46516

Parcel 8

A part of Lot Numbered Four Hundred Fifty-four (454) as the said Lot is known and designated on the recorded Plat of Mather and McNaughton's Addition to the Town, now City of Elkhart; said Plat being recorded in Deed Record 37, page 72 in the Office of the Recorder of Elkhart County, Indiana, and more particularly described as follows: Commencing at the Southeast corner of said Lot; thence Westwardly along the South line of said Lot, 60 feet; thence Northwardly on a line parallel with the East line of said Lot, 40 feet; thence Eastwardly on a line parallel with the South line of said Lot, 60 feet to the West line of Eighth Street; thence Southwardly along the East line of said Lot, 40 feet to the place of beginning.

20-06-08-110-018.000-012
S Eighth, Elkhart, In 46516

Parcel 9

Lot Numbered 559 as the said Lots are known and designated on the recorded Plat of McNaughton and Compton's Addition to the Town (now City) of Elkhart; said Plat being recorded in Deed Record 39, page 577 in the Office of the Recorder of Elkhart County, Indiana.

20-06-08-156-008.000-012
Lafayette, Elkhart, In 46516

Parcel 10

Lot Numbered Two Hundred Seventy (270), as shown on the plat of CHAPMAN'S ROSEDALE ADDITION, said Plat being recorded in Deed Record 114, page 586 in the Records of Elkhart County, Indiana. EXCEPT: 10 feet North Side, together with the South Half of the vacated alley lying Northwest and Adjacent.

20-06-08-255-023.000-012
Delaware, Elkhart, In 46516

Parcel 11

Lot Numbered Two Hundred Seventy-one (271), as shown on the plat of CHAPMAN'S ROSEDALE ADDITION, said Plat being recorded in Deed Record 114, page 586 in the Records of Elkhart County, Indiana.

20-06-08-255-024.000-012
Delaware, Elkhart, In 46516

Parcel 12

Southeast part of Lot Numbered 269 and North 10 feet of Lot 270, as shown on the plat of CHAPMAN'S ROSEDALE ADDITION, said Plat being recorded in Deed Record 114, page 586 in the Records of Elkhart County, Indiana together with the South Half of the vacated alley lying Northwest and Adjacent.

20-06-08-255-030.000-012
Delaware, Elkhart, In 46516

Parcel 13

The West Half of Lot Numbered 32 in Hall's Second Kelvin Grove Addition to the Town, now City of Elkhart, Indiana, as per plat thereof recorded April 6, 1867 in Deed Record 31, page 437 in the Office of the Recorder of Elkhart County, Indiana.

20-06-09-126-008.000-012
Richmond, Elkhart, In 46516

Parcel 14

Lot Numbered Fifty-eight (58), except the North 2 feet and Two (2) feet off the North side of Lot Numbered Fifty-seven (57) as the said Lots are known and designated on the recorded plat of Studebaker Park, an Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 116, page 44 in the Office of the Recorder of Elkhart County, Indiana.

20-06-09-133-010.000-012
1030 Princeton, Elkhart, In 46516

Parcel 15

Lots Numbered 182, 183, and 184 as the said Lots are known and designated on the recorded Plat of Studebaker Park Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 116, page 44 in the Office of the Recorder of Elkhart County, Indiana.

20-06-09-185-012.000-012
E Indiana, Elkhart, In 46516

Parcel 16

Lots Numbered Four (4), Five (5) and Six (6), as the said Lots are known and designated on the recorded Plat of Paul's East Bend Addition to the City of Elkhart, Indiana; said Plat being recorded in Plat Book 3, page 69 in the Office of the Recorder of Elkhart County, Indiana.

20-06-10-155-009.000-012
E Indiana, Elkhart, In 46516

Parcel 17

Lots Numbered Seventy-seven (77) and Seventy-eight (78) as the said Lots are known and designated on the recorded Plat of HAYNES AND NALLINGER'S SOUTH SIDE, an Addition in the City of Elkhart, Indiana; said Plat being recorded in Plat Book 1, page 43 in the Office of the Recorder of Elkhart County, Indiana.

20-06-16-137-023.000-012
804 E Carlton Ave, Elkhart, In 46517

RESOLUTION NO. 24-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,
APPROPRIATING FUNDING FOR 930 S MAIN BARRIERS

Whereas, The Commission owns the lot at 930 S. Main Street and has determined that barriers need to be installed on site for property security purposes and to restrict vehicular access (the "Project"); 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 installation of wood post barriers at 930 S. Main Street at a cost not-to-exceed \$874.40.
2. The Commission appropriates the not-to-exceed sum of \$874.40 from the Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund to cover the cost of the Project, with any unused funds to be returned to the appropriate account.
3. The Officers of the Commission are hereby authorized to execute all agreements and do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 8TH DAY OF OCTOBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

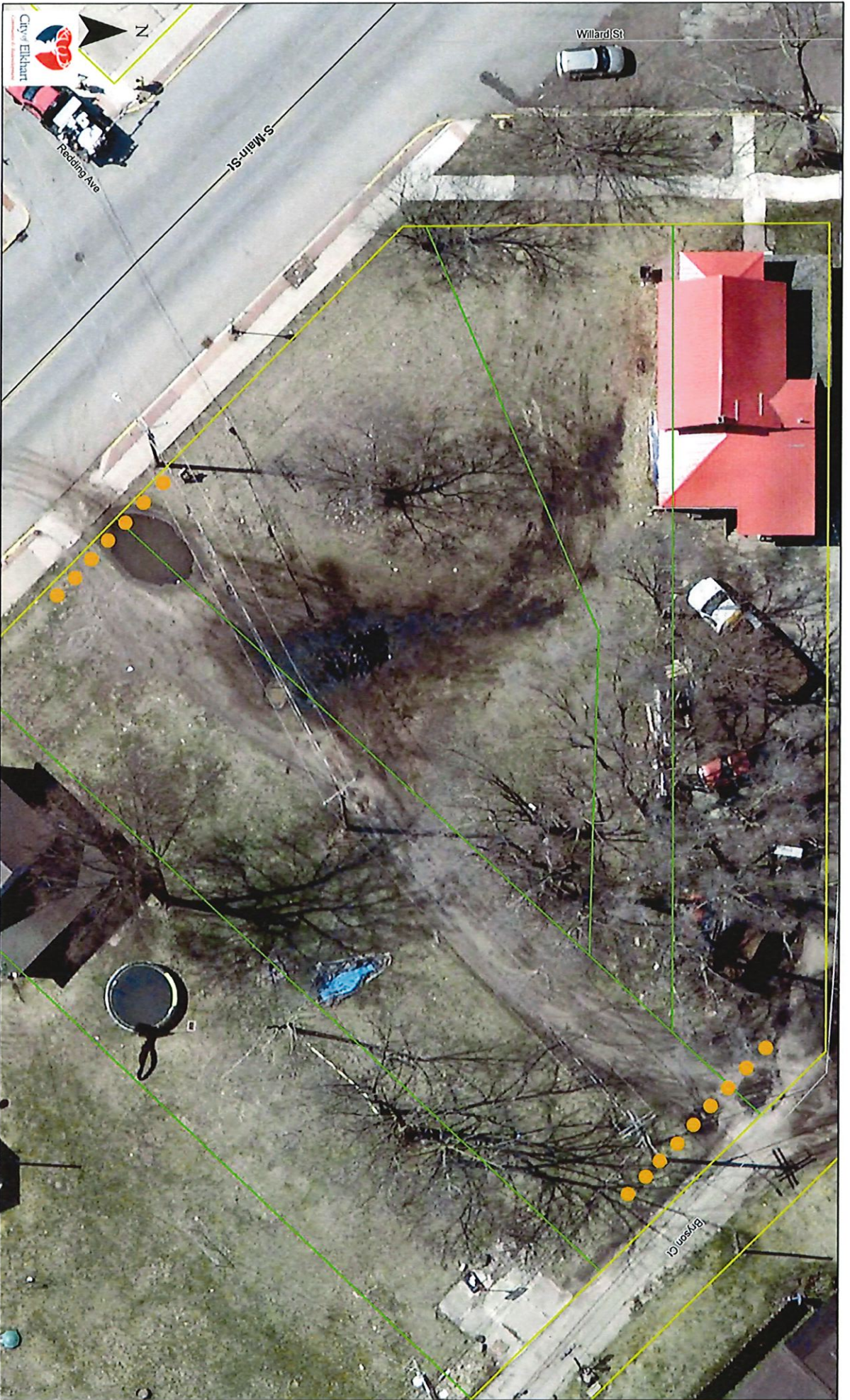
To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 9/17/2024
Re: 930 S Main Barrier Materials

Development Services is requesting a resolution to appropriate funds for materials used to create a vehicular barrier to the city owned parcel located at 930 S Main St.

The vacant site at 930 S Main was recently found to contain five underground storage tanks, one of which contained waste oil. City staff entered the site in the Petroleum Orphaned Sites Initiative (POSI) which removed the tanks, cleared the site from petroleum, placed topsoil and seed, and will actively monitor the site per the program's guidelines. The expense for site cleanup was paid for out of the POSI program.

The site has a history of people using it as an alley and a parking lot. Due to these being undesired site uses, staff requested Buildings and Grounds purchase and install a wood post barrier at the points where vehicles might enter and exit the site.

We are requesting the Redevelopment Commission appropriate \$874.40 from the Consolidated TIF to pay invoice #2111175 from Big C Lumber for costs associated with creating a vehicular barrier for 930 S Main.



DISCLAIMER: The graphic data provided by the City of Elkhart, Indiana ("City") herein may be inaccurate or out of date. Any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk. The City of Elkhart, Indiana, and its officials or employees warrant no accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind, and all warranties of merchantability and fitness for a particular purpose are hereby disclaimed. The City of Elkhart, Indiana, and its officials or employees shall not be liable for any damages, including but not limited to, direct, indirect, or consequential damages, arising out of or in connection with the use or reliance on any data provided herein. The City reserves the right to alter, amend or terminate at any time the display of these maps and records.

0 0 0
Miles



Elkhart
 1017 Cassopolis Street
 Elkhart, Indiana 46514
 574-262-4506

Sales Invoice

Invoice No **2111175**
 Invoice Date 8/16/24 7:20 am
 Customer 013810 - 000001
 Your Ref
 Our Ref 10562141
 Taken By DAVE SHIREMAN
 Sales Rep House

Invoice Address
 City of Elkhart
 Buildings & Grounds Dept
 1100 McDonald Street
 Elkhart, Indiana, 46516

Delivery Address
 Buildings & Grounds Dept
 1100 McDonald Street
 Elkhart, Indiana, 46516

Job Ref: MISCELLANEOUS
 MICKEY
 574-584-5113



Special Instructions	Notes

Description	Qty/Footage	Price	Per	Total
zz_C1250_180791 - 6 X 8 X 12' TREATED	8 ea	\$109.30	ea	874.40

APPROVED FOR PAYMENT

DATE: 9-9-2024

DESCRIPTION:

ACCOUNT LINE:

PO NO:

APPROVED BY:

Date _____

Budget Line # _____

Approved by _____

The transactions outlined on this document are governed exclusively by the Big C Lumber Terms and Conditions, available at <https://bigclumber.com/terms-and-conditions>. By completing these transactions, Buyer accepts those terms and Big C Lumber Co. Inc. specifically rejects all different additional terms.

Finance Charge of 1.50% per month 18.00% annual will be charged on All Accounts Past Due



Total Amount	\$874.40
Tax IN 7.00 %	\$0.00
Invoice Total	\$874.40

Goods received in good condition

Print name _____

Signature _____

Please send all payments to
 Big C Lumber
 PO Box 176
 Granger, IN 46530

Picked By
Checked By
Delivered By

9/17/24

To: Elkhead Redevelopment Committee
Attn: Adam Fenn

Our names are Martin and Debra Abrams. We have lived at 917 Passajalis Street in Elkhead for almost three years.

During this time, we became aware of a vacant lot, directly to the west of our property on Grove Ct. Over the course of three years, this lot has become a eye sore from the accumulation of debris deposited by numerous individuals, as well as the heavy growth of vegetation.

A few months ago we spoke with Adam Fenn about the possibility of purchasing the property from the city who had recently filed a tax lien against it. We told him we would be willing to cut back the overgrowth of vegetation, if the city would haul off the accumulated debris. In the meantime, he indicated that the redevelopment committee would continue the process

of securing the property.

If we are able to purchase the property, it is our intention to join both our current property with the additional property under one title and tax bill. In addition, we plan to remove the existing fence and tree line the lays between the two properties.

We further plan to plant an assortment of wild flowers and domestic perennials along the south & west property lines which rise up slightly higher than the middle of the property. We will either plant grass or possibly a vegetable garden in the more level part of the property.

We would like to offer the sum of \$200 (Two Hundred) to purchase the property, as well as pay any closing cost associated with the purchase of the property. Any future taxes assessed to the property will be paid by us.

Sincerely,
Martine & Debra Abrams

PURCHASE AGREEMENT

1. **PARTIES:** This Agreement made this 1st day of October, 2024, by and between the City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation, 229 South Second Street, Elkhart, Indiana 46516 ("Seller") and Martin Abrams and Debra Abrams, husband and wife, 917 Cassopolis Street, Elkhart, Indiana 4651____ ("Purchaser"), wherein Seller agrees to sell and convey to 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 is a vacant lot on Grove Court situated in the City of Elkhart, Elkhart County, Indiana, and whose legal description is contained on Exhibit A attached hereto and incorporated herein (the "Property").

3. **PRICE:** The total purchase price shall be Two Hundred and no/100 Dollars (\$200.00) ("Purchase Price"), payable in full 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 within sixty (60) days from the date hereof, unless extended in writing signed by both parties hereto, with the costs thereof shared equally.

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

7. **INSPECTIONS:** Purchaser hereby waives inspections of the Property and relies upon the condition of the Property based upon its own examination, and purchases the Property "AS IS", without warranty of any kind, except as may be provided under a Limited Warranty Deed.

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

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

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

11. **SURVEY:** If Seller has a survey of the Property, a copy will be provided. If no survey exists, none is required.

12. **TITLE AND SURVEY APPROVAL:** Seller shall deliver to Purchaser within thirty (30) days after acceptance of this purchase agreement, a Commitment for Title Insurance from Meridian Title Corp., in the amount of the Purchase Price, to insure in Purchaser a marketable title in fee simple absolute to the Property, subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment") and, at Purchaser's request, legible copies of all recorded instruments affecting the Property recited as exceptions in the Commitment. If Purchaser has an objection to items disclosed in such Commitment, Purchaser shall promptly make written objection to Seller after receipt of each such instrument. If Purchaser makes such objections or if the objections are disclosed in the Commitment, or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Purchaser may (a) terminate this purchase agreement, or (b) waive the unsatisfied objections and close the transaction. In the event of termination, neither party shall thereafter be under any further liability to the other.

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 will assume and agree to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

14. **PURCHASER'S CONDITIONS TO CLOSING.**

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

- (1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.
- (2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Limited Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.
- (3) Purchaser and/or the Title Company shall have received such other documents as the title insurer deems necessary to complete the transactions contemplated by this Agreement.

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

15. SELLER'S CONDITIONS TO CLOSING:

a. Seller's obligations under this Agreement are expressly conditioned upon the occurrence of the following events: Purchaser shall have delivered to the Closing Agent the Purchase Price and related Sale Expenses on the Closing Date.

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

16. SALE EXPENSES: Seller and Purchaser agree that all sale expenses are to be paid in cash prior to or at the closing by the Purchaser, including, without limitation, all costs for 1) releasing existing liens and recording the releases; 2) any closing fee; 3) preparation of Deed and Vendor's Affidavit; 4) all recording fees; 5) copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and 6) expenses stipulated to be paid by Purchaser under other provisions of this Agreement (the "Sale Expenses").

17. 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 shall terminate and the parties will have no further liabilities hereunder. If Seller can convey marketable title but, without just cause, refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

18. DUTIES OF PURCHASER AND SELLER AT CLOSING:

a. At the closing, Seller shall deliver to Purchaser, at Purchaser'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, subject only to the easements and restrictions of record, current zoning laws and real estate taxes, except as permitted herein and/or approved by Purchaser in writing, and execute a Vendor's Affidavit;
 - (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller in the full amount of the Purchase Price, dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject only to the standard printed exceptions contained in the usual form of the Title Policy;
 - (3) Furnish evidence of its capacity and authority for the closing of this transaction; and
 - (4) Execute all other necessary documents to close this transaction.
- b. At the closing, Purchaser shall perform the following:
- (1) Pay the cash portion of the Purchase Price and all Sale Expenses in the form required by the Closing Agent;
 - (2) Furnish evidence of its capacity and authority for the closing of this transaction; and
 - (3) Execute all other necessary documents to close this transaction.

19. **CONSOLIDATION OF LOTS:** Purchaser agrees, within 180 days of the Closing of this purchase to consolidate and incorporate the Property purchased hereunder into its existing abutting real estate, thus creating a new zoning lot or consolidated taxable lot (the "Consolidated Property"). The parties agree that this provision will survive Closing.

20. **NO SUBDIVISION OR PARTITION.** Purchaser agrees that he will not subdivide or partition the Consolidated Property for a period of five years from and after the date of closing of this purchase. The parties agree that this provision will survive Closing.

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. 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.

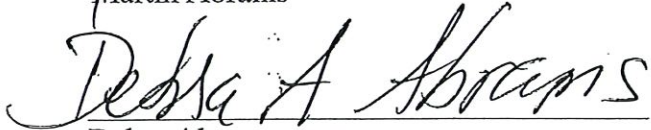
k. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

“PURCHASER”

“SELLER”



Martin Abrams



Debra Abrams

City of Elkhart, Indiana

Department of Redevelopment

By: _____

Sandra Schreiber, President
Elkhart Redevelopment Commission

EXHIBIT A

Legal Description

A part of Lot Numbered 197 in Beardsley's Fourth Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 72, page 468 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot; thence Easterly along the Northerly line of said Lot, 87.42 feet, more or less, to the Northwest corner of land sold to Carl H. and Bertha Dickerhoff; thence Southerly, parallel with the West line of Cassopolis Street, 66 feet to the South line of said Lot 197; thence Westerly along the South line of said Lot 197, 87.42 feet, more or less, to the Southwest corner of said Lot 197; thence Northerly along the Westerly line of said Lot 197, 66 feet to the Point of Beginning, together with the East Half of the vacated alley lying West of and adjacent to said Lot.

RESOLUTION NO. 24-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE AND
DEVELOPMENT AGREEMENT FOR VACANT LOT ON INDIANA AVE.

Whereas, The Commission has offered to sell the vacant lot on Indiana Avenue consisting of Lots 4,5 and 6 in Paul's East Bend Addition to the City of Elkhart (the "Property"), received an offer from Juan Quezada and Sandra DePatriz, husband and wife, to acquire the parcel by exchanging it for 3 Lots in the Hudson-Sterling Addition and Purchaser's commitment to spend at least \$41,000 improving the acquired lots, pursuant to the terms set forth in the Purchase and Development Agreement attached hereto (the "Purchase Agreement"); and

Whereas, the Commission having considered the proposed use and offer, and the form and terms of the Purchase Agreement, now finds that the proposed use and investment will be of substantial benefit to the Area; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants to accept the offer and approve the Purchase Agreement and exchange of real estate in accordance with the terms therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby accepts the offer from Juan Quezada and Sandra DePatriz to buy the Property for the consideration and on the terms set forth in the Purchase Agreement.
2. The Commission approves the terms and conditions of the Purchase Agreement, including the proposed exchange of properties described therein.
3. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement and all other documents, and do all acts, which they deem necessary and appropriate to complete the sale and exchange of the properties.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 8th
DAY OF OCTOBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Dear Elkhart Redevelopment Commissioner ,

We are writing to formally submit our offer to purchase the property located at Indiana Ave. from the Redevelopment Commission, as discussed.

In consideration of the purchase, we propose to deed the York St. property to the Department of Redevelopment. Additionally, we commit to completing at least \$41,000 in improvements to the Indiana Ave. property, as outlined in the Proposed Property Improvements Quote that accompanies this letter.

Our offer is in accordance with the terms and conditions set forth in the Purchase and Development Agreement, which we have signed and approved.

We appreciate your attention to this matter and look forward to working with you to complete this transaction.

Sincerely,

A handwritten signature in black ink, appearing to be "Sincerely," written in a cursive style. The signature is positioned below the word "Sincerely," and is partially overlapping it.

PURCHASE AND DEVELOPMENT AGREEMENT

1. **PARTIES:** As of the 8th day of October, 2024, City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation (“Seller”) agrees to sell and convey to Juan Patriz Quezada and Sandra Yadira Aguilar DePatriz, Husband and Wife, 704 South Hawthorn Street, Bristol, Indiana 46507 (“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 unimproved Property on Indiana Avenue in the City of Elkhart, Elkhart County, Indiana, and all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, 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 consideration for the Property shall be Purchaser exchanging and deeding to Seller the Parcel on York Street in the City of Elkhart, Elkhart County, Indiana, described on **Exhibit B** hereto (the “Parcel”) at Closing, and Purchaser’s commitment to make approximately \$41,000 of improvements to the Property as further described herein.

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

5. **CLOSING:** The closing of the sale (the “Closing Date”) shall take place at Meridian Title Corporation within thirty (30) days hereof, 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.

7. **INSPECTIONS:** Each party has been afforded the option of having the property to be conveyed to it inspected, waives such right, affirms that it has conducted its own review of the Property and accepts title to the same AS IS.

8. **REAL ESTATE TAXES:** Purchaser shall pay all outstanding and future real estate taxes when due on the Property.

9. **INSURANCE:** Insurance shall be canceled as of the Closing Date and each party shall provide its own insurance.

10. **SURVEY:** Each party will provide the other a copy of any existing survey of the property to be conveyed. Each party may obtain, at its own expense, any survey for the property it is to receive as it may desire.

11. **ENVIRONMENTAL INSPECTIONS:** Both properties are located in Residential Zones. Each party accepts the property to be conveyed to it "AS IS", and waives any environmental review.

12. **TITLE AND SURVEY APPROVAL:**

a. 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.

b. Purchaser shall deliver to Seller, at Purchaser's sole cost, a Commitment for Title Insurance from Meridian Title Corporation to insure in Seller or its assignee a marketable title in fee simple absolute to the property Purchaser is deeding to Seller, subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment"). If Seller has an objection to any item disclosed in such Commitment, it will notify Purchaser in writing within ten (10) days of receipt. Purchaser will use its best efforts to resolve any objection. If it cannot be resolved, or if the cost to resolve is, in Purchaser's opinion, excessive and not warranted in relation to the value of the properties involved, Seller shall have the option of waiving the defect and closing this transaction, 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 Agreement.

14. **PURCHASER'S COMMITMENT FOR DEVELOPMENT OF PROPERTY.**

The Purchaser commits to develop the Property as follows:

a. Purchaser will on or before _____, 2024, begin construction of the improvements described in **Exhibit C** hereto, and complete construction by _____, 2024.

b. Purchaser will obtain all zoning and building permits required to complete its improvements.

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

d. 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.

e. 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.

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, as required hereunder.
- (3) Purchaser and/or the Title Company shall have received such other documents as, in the opinion of 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 be ready, willing, and able to deliver to Seller the fully executed Warranty Deed for the Parcel described on **Exhibit B** on the Closing Date.
- (2) The Title Company shall be ready, willing and able to issue the Title Policy in the form required as of the Closing Date.
- (3) Purchaser and/or the Title Company shall have received such other documents as, in the opinion of 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 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 in cash 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 Policies; 3) any closing fee; 4) preparation of Deeds, Vendor's Affidavits, and all closing documents; 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 either party is unable to convey marketable title to its property as required by this Agreement and the defect or defects are not waived by the intended grantee, 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, or at such other times as specified herein, Purchaser shall deliver to Seller, at Purchaser's sole cost and expense, the following:

- (1) A duly executed and acknowledged Warranty Deed conveying good and indefeasible title in fee simple to all of the Parcel described on **Exhibit B**, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Seller 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 Seller'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.

21. **MISCELLANEOUS:**

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

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

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

d. Purchaser may not assign his interest in this Agreement to any person or entity without the prior written consent of Seller.

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

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

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

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

i. Time is of the essence of this Agreement.

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

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

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

PURCHASER



Juan Patriz Quezada



Sandra Yadira Aguilar DePatriz

SELLER

City of Elkhart, Indiana
Department of Redevelopment

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

EXHIBIT A

Legal Description

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

Lots Numbered Four (4), Five (5) and Six (6), as the said Lots are known and designated on the recorded Plat of Paul's East Bend Addition to the City of Elkhart, Indiana; sad Plat being recorded in Plat Book 3, page 69 in the Office of the Recorder of Elkhart County, Indiana.

EXHIBIT B

Legal Description

Real Estate in Elkhart County, State of Indiana, to be conveyed to Seller at Closing, to-wit:

Lots Numbered Seven Hundred Fifty-Nine (759), Seven Hundred Sixty (760), and Seven Hundred Sixty-one (761) as the said Lots are known and designated on the Recorded Plat of HUDSON-STERLING ADDITION to the City of Elkhart, Indiana.

Commonly known as: 0 York Street, Elkhart, Indiana.

EXHIBIT C

Proposed Property Improvements

ESTIMATE



Prepared For

Juan Patriz Quezada
 704 S Hawthorn St
 Bristol, Indiana 46507
 (574) 349-3520

Vera Construction L.L.C

GOSHEN, Indiana 46526
 Phone: (574) 903-5118
 Email: veraconstructionremodel@gmail.com
 Web: www.veraconstructionremodel.com

Estimate # 281
 Date 09/10/2024
 Business / Tax # 47-2422405

Description	Total
Design and Planning	\$2,652.00
Design Concept and engineering	\$2,652.00
Design Ideation Labor, Basic Conceptualization comes into play as we approach the creation of the first wireframes. Here, we make decisions regarding whether to build upon existing frameworks or start from scratch. Each of these stages holds significance, instilling confidence in the designer that all aspects have been accounted for: -Understanding the product, its Ideas, and goals -Identifying advantages and weaknesses to competitors through market research -Defining the target user (user persona) -Outlining tasks the product should accomplish and its responses to user actions (acceptance criteria) -Considering monetization strategies -Determining the number of features for the MVP and subsequent launches within a reasonable timeframe -Crafting information and user flows for various scenarios Basic labor to create design concept with favorable site conditions. Collect owner requirements. Develop and present concepts. Refine and finalize design concept and details. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.	
Concrete Foundation/ Crawl Space	\$14,800.00
Excavation and foundation	\$14,800.00
Foundation wall 48" Tall with 24"wide X 12"footing . The first step in installing foundation walls and footings for a crawl space where a double wide mobile home is going to be installed is to mark the layout of the walls and footings on	

the ground using stakes and string.

Excavate the area within the marked layout to a depth of at least 12 inches below the frost line. The width of the excavation should be 24 inches wider than the width of the walls to allow space for the footings.

Install a layer of gravel in the bottom of the excavation to provide a stable base for the footings.

Next, install the footings by placing rebar #5 and #8 in a grid pattern within the excavated area. The footings should be 24 inches wide and 12 inches deep to provide a solid foundation for the walls.

Pour concrete into the footings, making sure to level and smooth the surface to create a solid base for the walls.

Once the footings have cured, begin installing the foundation walls. The walls should be 48 inches tall to provide adequate support for the mobile home.

Use concrete blocks or poured concrete to build the walls, making sure to bond each block or pour to the footing below.

Install reinforcing steel bars (rebar) in the walls for added strength and stability.

Finally, backfill around the walls with gravel to improve drainage and prevent soil erosion.

Moving Process **\$11,200.00**

Moving a double wide mobile home \$11,200.00

Obtain necessary permits

Prepare the mobile home:

prepare the mobile home for transportation: This includes disconnecting utilities, securing loose items inside the home, and ensuring that the home is in good condition for transportation.

Inspect the route: The moving company will need to inspect the route from point A to point B to ensure that there are no obstacles or hazards that could impede the move. They may also need to obtain permits for road closures or detours if necessary.

Transport the mobile home: Once everything is in place, the moving company will use specialized equipment such as hydraulic trailers or flatbed trucks to transport the mobile home to its new location. They will carefully load the home onto the trailer and secure it properly for transport.

Set up the mobile home: Once the mobile home has been safely transported to its new location, the moving company will help set it up and make any necessary adjustments to ensure that it is level and secure.

Electrical Connection

\$3,598.00

Electrical Meter Base 100 amp with Disconnect

\$3,598.00

Cost not display of new combo Meter base with Disconnect Unit.

(Required permits from your local City, done by licensed Electrician)

Disconnecting power from the utility company

Disconnecting the cables that run into your electrical panel

Dismounting the meter assembly

Attaching bypass jumpers

Performing a voltage test

Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Electrical Meter Base Installation Job Supplies

Cost of related materials and supplies typically required to install electrical meter service including: connectors, fittings, junction boxes and fasteners.

Septic Tank

\$5,600.00

Septic Tank

\$5,600.00

Site assessment: Before installing a septic tank, the site needs to be assessed to determine the best location for the tank. Factors such as soil composition, water table, and proximity to buildings and property lines need to be taken into consideration.

Permits and approvals: Obtain any necessary permits and approvals from local authorities before starting the installation process.

Excavation: Excavate the area where the septic tank will be installed, making sure to dig to the appropriate depth and dimensions as outlined in the specifications provided by the tank manufacturer.

Tank placement: Lower the septic tank into the excavation using heavy machinery, making sure it is positioned level and secure.

Inlet and outlet pipe installation: Connect the inlet and outlet pipes to the septic tank, ensuring a proper seal to prevent leaks.

Leach field installation: Install the leach field, also known as the drain field, which is responsible for distributing the effluent from the septic tank and allowing it to be absorbed into the soil.

Tank backfilling: Backfill the area around the septic tank and leach field, using the appropriate materials and techniques to prevent shifting and settle over time.

System testing: Once the septic tank is installed, the system needs to be tested to ensure it is functioning properly. This may involve filling the tank with water and checking for leaks, as well as testing the flow of effluent into the leach field.

Final inspection .

Plumbing	\$3,380.00
Plumbing Connection	\$3,380.00
Plumbing Connection for a 1352 sq, ft Septic tank connection. water lines connection. Utilizing city code recommended plumbing to comply with the standards for inspection.	

Subtotal	\$41,230.00
<hr/>	
Total	\$41,230.00

This estimate is valid for only 15 days from the date of this document, if sign the schedule time and form of payment will be added to the new contract.

-Any additional work will be consider billable(not free of charge) and needs to be authorize and sing by contractor and by client in a written order addendum.

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 9/25/2024
Re: E Windsor Ave. Sidewalk

Development Services is requesting permission to solicit and receive Requests for Information for a sidewalk along E Windsor Ave.

A project to improve pedestrian access and safety to E Windsor Ave., between SR 19 (Cassopolis St.) and Johnson St., is being considered. The area currently has no sidewalk or pedestrian infrastructure while also featuring a bus stop, retail shopping, restaurants, and other services. Additionally, a new hotel will be constructed at the E Windsor Ave. and Johnson St. intersection, likely increasing activity in the area.

The City and State have invested in pedestrian connections and safety along Cassopolis St., Northpoint Blvd., and in the recent streetscape project along the Indiana Toll Road. The sidewalk along E Windsor Ave. will compliment these investments and will provide a safe, accessible way for residents and visitors to explore the area without a vehicle.

We are requesting the Redevelopment Commission allow Development Services to solicit and receive RFIs in order to better understand the costs and time it may take to complete the project.

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

Request for Information E Windsor Ave. Sidewalk Project

Introduction

The City of Elkhart (City) is considering a conceptual plan for new sidewalk and other amenities along E Windsor Ave., between SR 19 (Cassopolis St.) and Johnson St. In order to understand the engineering and construction costs associated with this project, the City is soliciting a Request for Information (RFI) from qualified engineering companies.

Background/Current Conditions

E Windsor Ave. is a local city street with two lanes of two-way traffic separated by a center median with gaps at city owned streets, private roads, and private drives. The area is zoned PUD with restaurants, professional offices, professional services, and retail businesses. Construction of a hotel at the corner of E Windsor Ave. and Johnson St. has recently broken ground. E Windsor Ave. is a curbed street with stormwater being directed to inlets with outfall directed to retention areas within and outside of the right-of-way.

Objectives

The objective of the E Windsor Ave. Sidewalk Project is to establish a sidewalk from the current Cassopolis St. sidewalk to Johnson St., along the north side of the street. The project should include curb cuts at all drive approaches and intersecting streets, a mid-block crossing connection to an existing bus stop with adequate lighting and signage, the use of existing stormwater inlets and existing retention areas, and a landscape buffer (tree lawn) where practical. Plans should avoid major above and below ground utility service points, landscaping, and signs. A section of the south side of E Windsor Ave. from the current Cassopolis St. sidewalk to the bus stop having the same criteria as above is also desired. Adherence to current city and state specifications along with federal and state accessibility guidelines must be met. RFI submittals are to include anticipated costs for construction ready plans and specifications, time consideration for plan readiness, and an estimation for cost of construction.

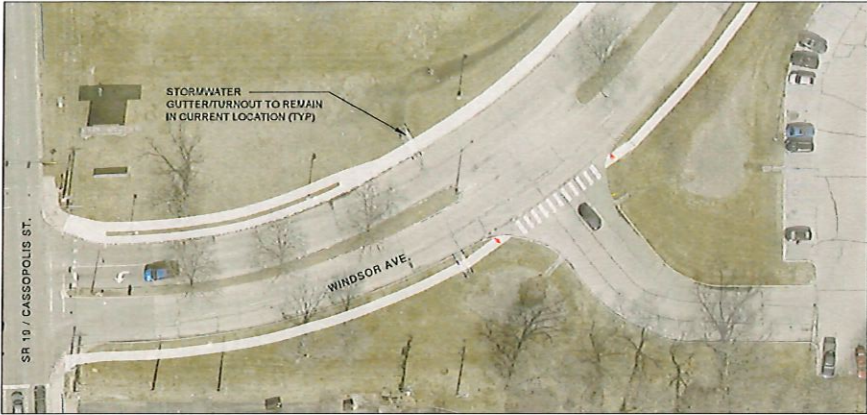
Additional Consideration

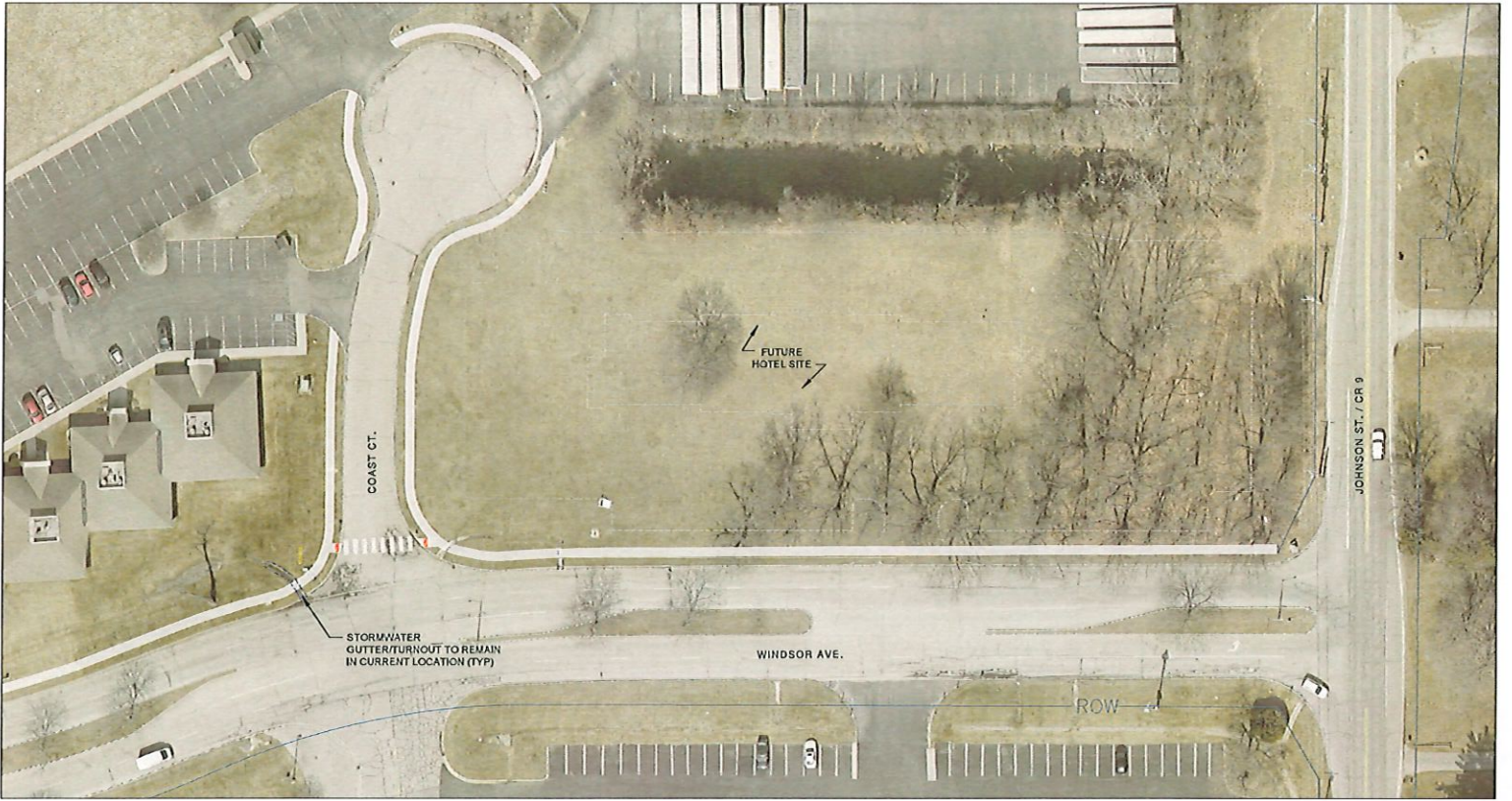
This public improvement project is to be funded through the City of Elkhart Redevelopment Commission with oversight assistance from the City's Engineering Department. RFIs determined to satisfy the objectives will be used to write a Request for Proposals (RFP) for engineering services in the spring of 2025. Bidding for project construction is expected to commence in the summer of 2025. The conceptual plan included with this RFI is intended to provide a general overview of a possible design and is not intended to be a substitution for survey and professional design.

Submittal

The City will be accepting RFIs for the E Windsor Ave. Sidewalk Project up until November 12, 2024. Digital (PDF) submittals are preferred. Project questions and submittals should be directed to:

Jacob Wolgamood
TIF Infrastructure Project Supervisor
201 S 2nd St.
Elkhart, IN 46516
P. 574-522-4855 x1093
jacob.wolgamood@coei.org





COAST CT.

FUTURE
HOTEL SITE

STORMWATER
GUTTER/TURNOUT TO REMAIN
IN CURRENT LOCATION (TYP)

WINDSOR AVE.

ROW

JOHNSON ST. / CR 9

RESOLUTION NO. 24-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING REALTOR CONTRACT

Whereas, The Commission is interested in acquiring various parcels in the South Main Street area and desires to employ Realtor Group Resources (“RGS”) to determine if properties of interest are for sale and assist in the negotiation of potential acquisitions (the “Services”); and

Whereas, the Commission has reviewed the Buyer’s Exclusive Agency Contract and Addendum No. 1 attached hereto (the “Contract”) and believes it is in the best interest of the City and its inhabitants to employ RGS to perform the services described therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of RGS to provide the Services in accordance with the terms set forth in the Contract.
2. The Commission appropriates the sum of Five Thousand Dollars (\$5,000.00) from the Consolidated South Elkhart Economic Development/
3. Redevelopment Area Allocation Area Special Fund to cover the fees incurred under the Contract, with any funds remaining after final payment for the Services to be returned to the appropriate fund.
4. The Officers of the Commission are hereby authorized to execute and deliver all Documents, and do all acts, which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY UNANIMOUS VOTE AT A MEETING OF THE COMMISSION THIS 8TH
DAY OF OCTOBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 10/2/24

Re: Realtor Services

Staff is requesting the Commission approve the attached agreement with Realty Group Resources for brokerage services associated with potential strategic property acquisitions and appropriate a do not exceed amount of \$5,000 from the Consolidate TIF for the services.



BUYER'S EXCLUSIVE AGENCY CONTRACT
For use only by members of the Indiana Association of REALTORS®

1 This Contract is entered into and shall commence on [blank], 2024,
2 by Realty Group Resources (Broker) and
3 City of Elkhart / City of Elkhart Redevelopment Commission (Buyer),
4 Buyer employs Broker for the purpose of exclusively assisting Buyer to locate property described below or other property
5 acceptable to Buyer, and to negotiate terms and conditions acceptable to Buyer for purchase of property. This Contract
6 shall terminate at midnight on [blank], 2026.

7 A. BROKER AGREES to diligently attempt to locate property acceptable to Buyer; to negotiate price, terms and
8 conditions acceptable to Buyer, for the purchase of property; and shall act in the Buyer's best interest during the
9 term of this Contract.

10 B. DESCRIPTION (INCLUDING, BUT NOT LIMITED TO, LOCATION, PRICE RANGE AND OTHER TERMS):
11 Any property(s) directed by the City of Elkhart / City of Elkhart Redevelopment Commission
12 [blank]
13 [blank]

14 C. BROKER'S COMPENSATION:

15 1. Retainer Fee: Buyer has paid Broker a non-refundable retainer fee of \$ 1,500.00 U.S. Dollars.
16 This amount shall be credited to the total amount due at time of closing any transaction accomplished under
17 this agreement including, but not limited to, a lease with option to purchase.

18 2. Commission: In consideration for the services to be performed by Broker, Buyer also agrees to pay Broker a
19 commission of \$ [blank] U.S. Dollars or [blank] % of the total purchase price;
20 however, the total commission paid to Broker shall not be less than \$ [blank] U.S. Dollars. In
21 the event seller pays a commission under a listing agreement and Broker, with the consent of Buyer, is to
22 receive any portion thereof, that portion shall be credited against Buyer's financial obligations to Broker. Broker
23 shall use Broker's best effort to cause the seller or seller's agent to satisfy the Buyer's obligation to Broker.

24 The commission shall be due, earned and promptly paid if:

25 a. Buyer or any other person acting for Buyer or on Buyer's behalf, acquires any real property or interest as
26 described herein during the term of this Contract through the services of Broker or otherwise.

27 b. Buyer or any other person acting for Buyer or on Buyer's behalf, acquires any real property or interest
28 described herein, which was disclosed to Buyer by Broker during the term of this Contract or
29 within [blank]
30 [blank] after termination of this Contract.

31 3. Other: \$195/hour for services rendered, consulting, or client representation. Invoices will be generated
32 at discretion of Broker and shall be due, earned, and promptly paid upon invoice delivery.

33 Broker's commission for services rendered, in respect to any broker, is solely a matter of negotiation
34 between the Broker and the Buyer and is not fixed, controlled, suggested, recommended or maintained by
35 the Indiana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the listing
36 service (if applicable) or any person not a party to the contract.

35 D. AGENCY DISCLOSURES:

36 1. Office Policy. Buyer acknowledges receipt of a copy of the written office policy relating to agency.

(Property Address)

37 2. **Agency Relationships.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is
38 representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the
39 contrary; or (2) the Licensee is merely assisting the individual as a customer. Licensee (Broker) represents the
40 interests of the Buyer as Buyer's agent to buy the Property. Licensee owes duties of trust, loyalty,
41 confidentiality, accounting and disclosure to the Buyer. However, Licensee must deal honestly with a seller. All
42 representations made by Licensee are made as the agent of the Buyer.

43 3. **Limited Agency Authorization.** Licensee or the managing broker may represent Seller as a seller agent. If
44 Buyer wishes to see the Property listed by Licensee or the managing broker, then Licensee has agency duties
45 to both Buyer and Seller, and those duties may be different or even adverse. Buyer knowingly consents to
46 Licensee acting as a limited agent for such showings.

47 If limited agency arises, Licensee shall not disclose the following without the informed consent in writing, of
48 both Buyer and Seller.

49 (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee
50 concerning the physical condition of the Property and facts required by statute, rule, or regulation to be
51 disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the
52 parties.

53 (b) That a Buyer will pay more than the offered purchase price for the Property.

54 (c) That a Seller will accept less than the listed price for the Property.

55 (d) Other terms that would create a contractual advantage for one party over another party.

56 (e) What motivates a party to buy or sell the Property.

57 In a limited agency situation, the parties agree that there will be no imputation of knowledge or information
58 between any party and the limited agent or among Licensees.

59 Buyer acknowledges that Limited Agency Authorization has been read and understood. Buyer understands that
60 Buyer does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily
61 to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs,
62 against Licensee(s) arising from Licensee's(s') role of limited agent(s).

63 E. **CONSENT TO REPRESENT OTHER BUYERS:**

64 Buyer understands and agrees that Broker may from time to time represent other buyers who may be interested in
65 acquiring the same property as Buyer may wish to acquire. Buyer expressly waives any claim, including, but not
66 limited to, breach of fiduciary duty or breach of contract based solely upon Broker's representation of other buyers
67 who may be seeking to acquire the same property as Buyer, even if the other buyer represented by Broker does
68 acquire that property.

69 F. **RECORDINGS AT THE PROPERTY.** Buyer should be aware that an owner may utilize audio and/or video devices
70 to monitor their property. Buyer should not discuss negotiation strategies or other confidential information within a
71 property. Buyer hereby releases Broker, Broker Company and its agents from any liability which may result from
72 any recordings occurring within a property

73 G. **FAIR HOUSING.** Due to Fair Housing risks, Broker will not prepare, review, or submit personal information letters,
74 including photographs, from buyer to seller.

75 H. **CONFIDENTIALITY.** Buyer has been advised of the possibility that sellers or sellers' representatives may not treat
76 the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by
77 any confidentiality agreement between the parties.

78 I. **FURTHER CONDITIONS:**

79 Hourly compensation rate will be billed for services rendered regardless if property acquisition by buyer is
80 successful or not. If property acquisition is successful then compensation to broker by buyer will be capped at
81 3% of purchase price of property maximum.

82 _____
83 Sse APPENDUM No. 1.

(Property Address)

84 J. **ACKNOWLEDGEMENTS:**

- 85 1. Buyer has read and understands this Contract.
- 86 2. This Contract contains the entire agreement of the parties and can only be changed in writing and signed
- 87 by all parties.
- 88 3. This Contract is binding upon all the parties, their heirs, administrators, executors, successors and assigns.
- 89 4. Buyer has been advised to seek professional advice on legal, financing, property inspections and/or tax
- 90 matters.
- 91 5. Buyer has received an executed copy of this Contract.
- 92 6. Broker holds a valid Indiana Real Estate License.
- 93 7. Buyer acknowledges that if Broker's commission will be paid by a third party (seller or cooperating broker), that
- 94 such a relationship may impose limitations on the range of properties that Broker may show to Buyer.
- 95 8. Buyer consent to receive communications from Broker via telephone, U.S. mail, email and facsimile at the
- 96 numbers/addresses provided to Broker unless Buyer notifies Broker in writing to the contrary.
- 97 9. Buyer acknowledges that Broker has no duty to disclose the racial, ethnic or religious composition of any
- 98 neighborhood, community or building, nor whether persons with disabilities are housed in any home or facility,
- 99 except that the Broker may identify housing facilities meeting the needs of a disabled buyer.
- 100 10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.

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

106 _____
107 AGENT IN LICENSE # BUYER'S SIGNATURE DATE

108 Realty Group Resources City of Elkhart / City of Elkhart Redevelopment Commission
109 BROKER OR COMPANY NAME IN LICENSE # PRINTED

110 _____
111 ACCEPTED BY: MANAGING BROKER BUYER'S SIGNATURE DATE

112 _____
113 PRINTED



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #15. Copyright IAR 2022



(Property Address)

ADDENDUM NO. 1 TO BUYER'S EXCLUSIVE AGENCY CONTRACT

THE BUYER'S EXCLUSIVE AGENCY AGREEMENT (THE "AGREEMENT") TOGETHER WITH THIS ADDENDUM THERETO (THE "ADDENDUM") are entered into as of the 8TH day of October, 2024, between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, whose address is 229 South Second Street, Elkhart, Indiana 46516 ("City") and Realty Group Resources ("Contractor"), whose address is 215 Prairie Street, Elkhart, IN 46516.

RECITALS

1. City has, pursuant to a federal grant, established a Workforce Housing Program (the "Program") to acquire, demolish or rehabilitate vacant, abandoned, foreclosed or underutilized properties within the City's Program area with the ultimate goal of creating additional housing within the City to help attract and expand the available workforce, and desires to employ a qualified real estate broker to assist City in negotiating terms of acquisition under the Program as generally described in the Agreement and this Addendum thereto (the "Services"), and has selected the Contractor to provide the Services.
2. City desires to employ Contractor to render the Services for the Program and Contractor is agreeable to providing the Services, all in accordance with the terms set forth in the Agreement and in this Addendum thereto.

Now Therefore, in consideration of the contract fee and other agreements herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Employment of Contractor. City hereby employs Contractor and Contractor agrees to perform the Services for the parcels listed on Schedule A hereto.
2. Scope of Services. Contractor will assist the City in negotiating the terms for acquisition of the parcels designated by the City in accordance with the requirements set forth in Indiana Code 36-7-14-19 and 19.5, copies of which are attached hereto. Contractor affirms its understanding that the prices to be offered to non-governmental owners cannot exceed the average of two appraisals on each parcel unless specifically authorized by the City, and that no option, contract or understanding relative to the purchase of any parcel is binding on the City until approved and accepted in writing by the Redevelopment Commission of the City at a public meeting. Contractor will follow the instructions of the City as to the appropriate time to submit negotiated terms for approval, understanding that the City may require that proposed terms be submitted in batches or withheld until all the negotiations

have been completed. All negotiated terms of purchase will be submitted by Contractor on the standard form of Purchase Agreement approved by the City.

3. Timeline. Contractor will complete the entire scope of work hereunder not later than October 8th, 2026. City will notify Contractor, from time to time, if it needs the work performed in any particular order per parcel and within any special time frame per parcel.
4. Compensation. City will pay Contractor for its services performed in accordance with the Broker's Compensation section of the Agreement, provided that its fee for all Services provided shall not exceed the sum of Five Thousand and no/100 Dollars (\$5000.00). Contractor shall submit monthly billings for its services performed to date.
5. Independent Contractor. Contractor shall perform hereunder as an independent contractor, and not as an agent or employee of the City. Contractor shall have no power or authority to act on behalf of the City or bind the City to any contract. Contractor shall carry adequate insurance to cover its personnel and itself from any liability for injury to person or property arising from the performance of its duties.
6. Taxes. Contractor shall be responsible to pay its own taxes incurred from income generated on this project, and understands that City will not withhold or pay on behalf of Contractor or any of its employees: (a) federal, state or local income taxes; or (b) any other payroll tax or social security tax.
7. Insurance. Contractor shall maintain professional and general public liability insurance policies in adequate amounts to protect City and Contractor from any liability which may arise from the performance of the Services. Contractor shall maintain workmen's compensation coverage, per statutory requirements, for its employees. Contractor shall provide City proof of insurance coverages upon entering into this Contract and thereafter on request. Contractor shall indemnify and hold City harmless from and against all loss, damage, cost or expense, including attorney fees, by reason of Contractor's performance of Services for City.
8. Default. If City fails to pay Contractor as and when due for its Services, or Contractor fails to perform as required hereunder, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, then the non-defaulting party may claim default, and terminate this Agreement. City will be responsible to pay for work actually performed by Contractor to the date of default, less any damages City may have suffered as a result of Contractor's default, and any excess costs incurred in replacing Contractor and completing Contractor's duties.

9. Bankruptcy, Insolvency. As this is a personal service contract, and City is relying on the expertise of Contractor and its ability to complete the entire Program work on each parcel of real estate listed for potential acquisition by City, the parties agree that if an Order for Relief is entered against the Contractor under the US Bankruptcy Code, or Contractor makes an Assignment for the Benefit of Creditors, or a Receiver is appointed for Contractor or similar insolvency proceedings are instituted, this Agreement shall terminate immediately, without further liability to Contractor except for payment for work already performed all in accordance with the Default provision herein, and City shall have the right to replace Contractor.
10. Term. The services shall be completed by October 8th, 2026, at which time this Agreement shall terminate. Notwithstanding the above, either party may terminate this Agreement at any time by providing the other 60 days prior written notice, in which event all services will be terminated, and only those services actually performed to the date of notice will be paid for.
11. Notices. Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown above by means sufficient to show return receipt.
12. Assignment. The Agreement and Addendum are not assignable.
13. Amendment. The Agreement and Addendum may only be amended in writing, signed by the parties hereto.
14. Entire Agreement. The Agreement and this Addendum contain the entire agreement of the parties, and all prior negotiations and discussions are merged herein.
15. Applicable Law, Blue Penciling. The Agreement and Addendum shall be construed in accordance with the laws of the State of Indiana. If any provision is determined by a court of competent jurisdiction to be unenforceable, such provision will be deemed stricken herefrom, and the remainder of the contract shall continue in full force and effect.
16. Counterparts. The Agreement and Addendum may be executed in two or more counterparts, each of which shall be deemed an original.
17. Schedules. Contractor affirms that it has read, voluntarily signed and will comply with the attached Title VI Notice and Certificate of Compliance with I.C. 22-5-1.7

In Witness Whereof, the parties have entered into the Agreement and this Addendum as of the date above set forth.

City of Elkhart, Indiana,
Dept. of Redevelopment

Realty Group Resources

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

By: _____

SCHEDULE A
List of Properties for Acquisition



City of Elkhart

Title VI Notice

It is the public policy of the City of Elkhart to provide all of its citizen's equal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

No person shall on the grounds of race, color, national origin, excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination in any program, service or activity receiving Federal financial assistance.

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator
1201 S Nappanee St
Elkhart, IN 46516

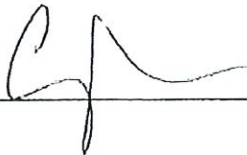
Email: titlevicoordinator@coei.org
Phone: (574) 293-2572
Fax: (574) 293-7658
TDD: (574) 389-0189

The City of Elkhart Title VI Policy may be accessed here:
<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdf8d36578>

MUNICIPAL BOOK (09/21)
TITLE VI NOTICE

Acceptance by Contractor

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.

 member
Signed

Cory White member
Printed Name

5/12/22
Dated

SCHEDULE 1

CERTIFICATION OF COMPLIANCE WITH I.C. 22-5-1.7

Contractor affirms to the City of Elkhart, Indiana, ("City") under the penalties of perjury:

E-VERIFY REQUIREMENT:

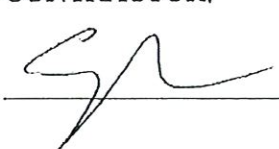
1. All terms defined in Indiana Code 22-5-1.7 et.seq. apply hereto.
2. Contractor shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.
3. Contractor does not knowingly employ an unauthorized alien.
4. Any subcontractor under this Agreement shall be required to certify by affidavit that it does not knowingly employ or contract with unauthorized aliens, and it has enrolled and is participating in the E-Verify program. Contractor shall maintain a copy of such certification for the duration of each subcontract.
5. Contractor and Subcontractors shall have 30 days after notice of any violation of these terms to cure the same ("Cure Period"). Should the violation not be remedied within the Cure Period, City shall have the right to terminate this Agreement without liability to Contractor or Subcontractor.
6. The E-Verify requirements will not apply should the E-Verify program cease to exist.

ANTI-IRAN INVESTMENT REQUIREMENT

Contractor certifies that it is not now engaged in investment activities in the Country of Iran and it understands that providing a false certification could result in fines, penalties, and civil action against it.

Dated: 5/12, 2022.

CONTRACTOR:

 *member*
Realty Group Resources

**Realty Group Resources Office Policy and
Disclosure of Agency Relationships When Representing Buyer Clients**

Agency Relationships. Indiana law (I.C. 25-34, 1-10-9.5) provides that a licensee has an agency relationship with, and is representing, the individual with whom the licensee is working unless:

- 1) There is a written agreement to the contrary; or
- 2) The licensee is merely assisting the individual as a customer

The licensee (your broker or salesperson) at Realty Group Resources represents the interest of the Buyer as the Buyer's agent when showing another company's listing or a property listed with Realty Group Resources, except where the (A) Licensee ("Your Realtor") or (B) The Principal/Managing Broker may personally represent a seller as a Seller's Agent. Licensee's when representing the interests of the Buyer owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Buyer. However, Licensee must deal honestly with the Seller. All representations made by the Licensee are made as the agent of the Buyer.

Limited Agency Authorization. The Licensee or the principal/managing broker may personally represent a seller as a seller's agent in the case of the property listed with Realty Group Resources. If the occurs, the Licensee has agency duties to both Buyer and Seller which may be different or even adverse. If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Buyer and Seller:

- (a) Any material or confidential information except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute rule or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- (b) That a Buyer will pay more than the offered purchase price for the Property.
- (c) That Seller will accept less than the listed price for the Property.
- (d) Other terms that would create a contractual advantage for one party over another party.
- (e) What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

As a buyer's agent or limited agent, Licensee will obtain compensation from the sales transaction by accepting a percentage of the purchase price offered by the listing broker through a blanket buyer agency compensation offering through the MLS (Multiple Listing Service) or pursuant to a listing contract unless a written Buyer's Agency Contract provides for an alternative payment method.

By signing below, Buyer acknowledges that Limited Agency Authorization has been read and understood. Buyer understands that Buyer does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorney's fees and cost, against Licensee(s) arising from the Licensee's (s') role of limited agent(s).

I/We acknowledge having read the Fiduciary Duties and responsibilities of the Broker/Client Relationship. I/We acknowledge having read and accepted a signed copy of the Realty Group Resources Office Policy and Disclosure form.

 Buyer/Client Date

 Buyer/Client Date

Realty Group Resources

By: _____
 Agent Licensee Date

**Fiduciary Duties and Responsibilities
 The Broker - Client Relationship**

As a *fiduciary*, a Real Estate Licensee is held by law to owe specific duties to the Client, in **addition** to duties or obligations set forth in the listing agreement, Buyer representation agreement, or other contract of employment. These specific duties include:

- Loyalty
- Obedience
- Disclosure
- Confidentiality
- Reasonable Care and Diligence
- Accounting

1. **Loyalty** - One of the most fundamental fiduciary duties a Licensee owes to the Client. The duty obligates the Licensee to act **at all times**, solely in the best interests of the Client, excluding all other interests, **including** that of the Licensee.

2. **Obedience** – The Licensee is obligated to promptly and efficiently obey all lawful instructions of the Client that conform to the purpose of the Agency Relationship. However, the duty does not include an obligation to obey unlawful instructions, such as instructions to not market a property to minorities or to misrepresent the condition of the property.
3. **Disclosure** – The Licensee must disclose to the Client all known relevant and material information that pertains to the scope of the Agency Relationship. This duty includes any facts affecting the value or desirability of the property, as well as any other relevant information pertaining to the transaction, such as another party’s bargaining position.
4. **Confidentiality** – The Licensee is obligated to safeguard the Client’s lawful confidences and secrets. Therefore, the Licensee must keep confidential any information that might weaken a Client’s bargaining position. The duty of confidentiality precludes the Licensee who represents a Seller from disclosing to a Buyer that the Seller can, or must, sell a property below the listed price. Conversely, the Licensee who represents a Buyer is prohibited from disclosing to a Seller that the Buyer can, or will, pay more than what has been offered for a property.
5. **Reasonable Care And Diligence** – The Licensee is obligated to use reasonable care and diligence when pursuing a Client’s affairs. The standard of care expected of a Buyer’s or Seller’s Agency Relationship is that of a competent Real Estate professional. By reason of professional license, the Licensee is considered to have skill and expertise in Real Estate matters superior to that of the average person.
6. **Accounting** – The Licensee is obligated to account for all money or property that belongs to the Client entrusted to the Licensee. The duty compels the Licensee to safeguard any money, deeds, or other documents entrusted to them relative to their client’s transactions or affairs.

DEFINITIONS:

“**Limited Agent**” means an agent who, with the written and informed consent of all parties to a real estate transaction, is engaged by both the seller and buyer or both the landlord and tenant.

“**Limited Relationship**” means a relationship in which a licensee represents a client in a real estate transaction.

“**Client**” means a person who has entered into an agency relationship with a licensee.

“**In-House Agency Relationship**” means an agency relationship involving two (2) or more clients who are represented by different licensees within the same real estate firm.

“**Licensee**” means an individual or entity issued a salesperson’s or broker’s real estate license by the Indiana real estate commission.

Recordings at the Property: Buyer should be aware that an owner may utilize audio and/or video devices to monitor their property. Buyer should not discuss negotiation strategies or other confidential information within a property. Buyer hereby releases Broker, Broker Company and its agents from any liability which may result from any recordings occurring within a property.

COMPANY POLICY ADDENDUM

HOME INSPECTIONS: Buyer /Seller acknowledges that it is their responsibility to order any inspections that they wish to have performed, from vendors of their choosing.

HOME WARRANTY: Buyer/Seller acknowledges that there are multiple Home Warranty options available for purchase, through several different Home Warranty providers.

BROKERAGE ADDITIONAL SERVICE COMMISSION: Buyer/Seller acknowledges that Realty Group Resources provides a post-closing client service, consisting of electronic document storage for seven years, document replacement services by appointment. Buyer/Seller accepts that a \$195.00 charge will be added to the brokerage commission at closing.

Buyer/Seller

Date

Buyer/Seller

Date



BUYER'S EXCLUSIVE AGENCY CONTRACT

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

1 This Contract is entered into and shall commence on May 8, 2024,
2 by Realty Group Resources (Broker) and
3 City of Elkhart / City of Elkhart Redevelopment Commission (Buyer),
4 Buyer employs Broker for the purpose of exclusively assisting Buyer to locate property described below or other property
5 acceptable to Buyer, and to negotiate terms and conditions acceptable to Buyer for purchase of property. This Contract
6 shall terminate at midnight on May 8, 2026.

7 A. **BROKER AGREES** to diligently attempt to locate property acceptable to Buyer; to negotiate price, terms and
8 conditions acceptable to Buyer, for the purchase of property; and shall act in the Buyer's best interest during the
9 term of this Contract.

10 B. **DESCRIPTION (INCLUDING, BUT NOT LIMITED TO, LOCATION, PRICE RANGE AND OTHER TERMS):**
11 Any property(s) directed by the City of Elkhart / City of Elkhart Redevelopment Commission
12 _____
13 _____

14 C. **BROKER'S COMPENSATION:**

15 1. **Retainer Fee:** Buyer has paid Broker a non-refundable retainer fee of \$ 1,500.00 U.S. Dollars.
16 This amount shall be credited to the total amount due at time of closing any transaction accomplished under
17 this agreement including, but not limited to, a lease with option to purchase.

18 2. **Commission:** In consideration for the services to be performed by Broker, Buyer also agrees to pay Broker a
19 commission of \$ _____ U.S. Dollars or _____ % of the total purchase price;
20 however, the total commission paid to Broker shall not be less than \$ _____ U.S. Dollars. In
21 the event seller pays a commission under a listing agreement and Broker, with the consent of Buyer, is to
22 receive any portion thereof, that portion shall be credited against Buyer's financial obligations to Broker. Broker
23 shall use Broker's best effort to cause the seller or seller's agent to satisfy the Buyer's obligation to Broker.

24 The commission shall be due, earned and promptly paid if:

- 25 a. Buyer or any other person acting for Buyer or on Buyer's behalf, acquires any real property or interest as
26 described herein during the term of this Contract through the services of Broker or otherwise.
- 27 b. Buyer or any other person acting for Buyer or on Buyer's behalf, acquires any real property or interest
28 described herein, which was disclosed to Buyer by Broker during the term of this Contract or
29 within _____
30 _____ after termination of this Contract.

31 3. Other: \$195/hour for services rendered, consulting, or client representation. Invoices will be generated
at discretion of Broker and shall be due, earned, and promptly paid upon invoice delivery.

32 **Broker's commission for services rendered, in respect to any broker, is solely a matter of negotiation**
33 **between the Broker and the Buyer and is not fixed, controlled, suggested, recommended or maintained by**
34 **the Indiana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the listing**
service (if applicable) or any person not a party to the contract.

35 D. **AGENCY DISCLOSURES:**

36 1. **Office Policy.** Buyer acknowledges receipt of a copy of the written office policy relating to agency.

(Property Address)

37 2. **Agency Relationships.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is
38 representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the
39 contrary; or (2) the Licensee is merely assisting the individual as a customer. Licensee (Broker) represents the
40 interests of the Buyer as Buyer's agent to buy the Property. Licensee owes duties of trust, loyalty,
41 confidentiality, accounting and disclosure to the Buyer. However, Licensee must deal honestly with a seller. All
42 representations made by Licensee are made as the agent of the Buyer.

43 3. **Limited Agency Authorization.** Licensee or the managing broker may represent Seller as a seller agent. If
44 Buyer wishes to see the Property listed by Licensee or the managing broker, then Licensee has agency duties
45 to both Buyer and Seller, and those duties may be different or even adverse. Buyer knowingly consents to
46 Licensee acting as a limited agent for such showings.

47 If limited agency arises, Licensee **shall not disclose** the following without the informed consent in writing, of
48 both Buyer and Seller.

49 (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee
50 concerning the physical condition of the Property and facts required by statute, rule, or regulation to be
51 disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the
52 parties.

53 (b) That a Buyer will pay more than the offered purchase price for the Property.

54 (c) That a Seller will accept less than the listed price for the Property.

55 (d) Other terms that would create a contractual advantage for one party over another party.

56 (e) What motivates a party to buy or sell the Property.

57 In a limited agency situation, the parties agree that there will be no imputation of knowledge or information
58 between any party and the limited agent or among Licensees.

59 Buyer acknowledges that Limited Agency Authorization has been read and understood. Buyer understands that
60 Buyer does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily
61 to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs,
62 against Licensee(s) arising from Licensee's(s') role of limited agent(s).

63 E. **CONSENT TO REPRESENT OTHER BUYERS:**

64 Buyer understands and agrees that Broker may from time to time represent other buyers who may be interested in
65 acquiring the same property as Buyer may wish to acquire. Buyer expressly waives any claim, including, but not
66 limited to, breach of fiduciary duty or breach of contract based solely upon Broker's representation of other buyers
67 who may be seeking to acquire the same property as Buyer, even if the other buyer represented by Broker does
68 acquire that property.

69 F. **RECORDINGS AT THE PROPERTY.** Buyer should be aware that an owner may utilize audio and/or video devices
70 to monitor their property. Buyer should not discuss negotiation strategies or other confidential information within a
71 property. Buyer hereby releases Broker, Broker Company and its agents from any liability which may result from
72 any recordings occurring within a property

73 G. **FAIR HOUSING.** Due to Fair Housing risks, Broker will not prepare, review, or submit personal information letters,
74 including photographs, from buyer to seller.

75 H. **CONFIDENTIALITY.** Buyer has been advised of the possibility that sellers or sellers' representatives may not treat
76 the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by
77 any confidentiality agreement between the parties.

78 I. **FURTHER CONDITIONS:**

79 Hourly compensation rate will be billed for services rendered regardless if property acquisition by buyer is
80 successful or not. If property acquisition is successful then compensation to broker by buyer will be capped at
81 3% of purchase price of property maximum.

82 _____
83 _____

(Property Address)

84 J. **ACKNOWLEDGEMENTS:**

- 85 1. Buyer has read and understands this Contract.
- 86 2. This Contract contains the entire agreement of the parties and can only be changed in writing and signed
- 87 by all parties.
- 88 3. This Contract is binding upon all the parties, their heirs, administrators, executors, successors and assigns.
- 89 4. Buyer has been advised to seek professional advice on legal, financing, property inspections and/or tax
- 90 matters.
- 91 5. Buyer has received an executed copy of this Contract.
- 92 6. Broker holds a valid Indiana Real Estate License.
- 93 7. Buyer acknowledges that if Broker's commission will be paid by a third party (seller or cooperating broker), that
- 94 such a relationship may impose limitations on the range of properties that Broker may show to Buyer.
- 95 8. Buyer consent to receive communications from Broker via telephone, U.S. mail, email and facsimile at the
- 96 numbers/addresses provided to Broker unless Buyer notifies Broker in writing to the contrary.
- 97 9. Buyer acknowledges that Broker has no duty to disclose the racial, ethnic or religious composition of any
- 98 neighborhood, community or building, nor whether persons with disabilities are housed in any home or facility,
- 99 except that the Broker may identify housing facilities meeting the needs of a disabled buyer.
- 100 10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.

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

106 _____	107 AGENT	IN LICENSE #	BUYER'S SIGNATURE	DATE
-----------	-----------	--------------	-------------------	------

108 Realty Group Resources	109 BROKER OR COMPANY NAME	IN LICENSE #	City of Elkhart / City of Elkhart Redevelopment Commission	PRINTED
-----------------------------------	----------------------------	--------------	--	---------

110 _____	111 ACCEPTED BY: MANAGING BROKER	BUYER'S SIGNATURE	DATE
-----------	----------------------------------	-------------------	------

112 _____	113 _____	PRINTED
-----------	-----------	---------



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #15. Copyright IAR 2022



(Property Address)

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 9/25/2024
Re: Freight St. Property Demolition

Development Services is requesting permission to receive bids for the Freight Street Property Demolition project.

In the month of May, 2024, the City acquired property at 117 Freight Street and 214 St. Joseph Street with the intention of providing a shovel-ready site for a future development. The property contains two garage-like structures, metal fencing, several large trees, brush piles, and debris left by the previous owner. It is our desire to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake this demolition project and provide a level site ready for development.

We are requesting the Redevelopment Commission allow for the advertisement and receiving of bids relating to the Freight Street Property Demolition project.



City of Elkhart
Community Development

NOTICE TO BIDDERS

The Redevelopment Commission of the City of Elkhart, Indiana will receive sealed bids for the following project: *Freight St. Property Demolition*

Project Summary: Demolition of all structures located on the property including all walls, basements, foundations, footings, overhangs, fences, and pavements. Removal of trees, stumps, roots, and vegetation. Removal and proper disposal of all debris existing prior to and resulting from said demolition. Backfilling, compaction, leveling of site with clean topsoil, and seeding. Properties included in the scope of this work are as follows:

225 S Second St. Parcel No. 20-06-08-205-006.000-012, 20-06-08-205-007.000-012, 20-06-08-205-008.000-012, 20-06-08-205-009.000-012, 20-06-08-205-010.000-012, 20-06-08-205-012.000-012, & 20-06-08-205-013.000-012
229 S Second St. Parcel No. 20-06-08-205-016.000-012, & 20-06-08-205-020.000-012

Sealed bids shall be filed with:
Sherry Weber, Development Services Office Administrator
City of Elkhart Permit Center
229 S 2nd St.
Elkhart, IN 46516

Bids will be accepted during the hours of 8:00 a.m. to 4:30 p.m. (ET) Monday-Friday and up until 4:00 p.m. (ET) on Tuesday, November 12, 2024 (the Deadline). All bids received by the Office Administrator prior to the Deadline will be reviewed at the meeting of the Redevelopment Commission (Commission) scheduled to start at 4:00 p.m. (ET) on Tuesday, November 12, 2024. Any bid received after the Deadline will be returned to the bidder unopened. After review of the bids, the Commission will take action based on staff recommendation.

Bid packets may be obtained from the following sources:

1. Go to <https://elkhartindiana.org/bid-opportunities/> and find bid packets listed by job title. Click the job title link to download for free.
2. Request a hard copy by contacting Adam Fann or Jacob Wolgamood at adam.fann@coei.org or jacob.wolgamood@coei.org Please note that while city staff will make every attempt to provide a hard copy in a timely manner, delays are possible.

The Commission will award a contract to the lowest responsive and responsible bidder. The Commission reserves the right to waive informalities or irregularities, and to reject any and all bids or portions thereof.

Redevelopment Commission of the City of Elkhart
Sandi Schreiber, President



City of Elkhart

Community Development

FREIGHT STREET PROPERTY DEMOLITION **CONTRACT**

This Agreement is made and entered into this XX day of Month, 2024, by and between the **REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA**, (“CITY”), and _____ (“CONTRACTOR”).

RECITALS:

WHEREAS, the CITY desires to arrange for the demolition of structures, pavements, and level grading of property located within the City of Elkhart at 225 S Second St., Parcel No. 20-06-08-205-006.000-012, 20-06-08-205-007.000-012, 20-06-08-205-008.000-012, 20-06-08-205-009.000-012, 20-06-08-205-010.000-012, 20-06-08-205-012.000-012, & 20-06-08-205-013.000-012229, and 229 S Second St., Parcel No. 20-06-08-205-016.000-012, & 20-06-08-205-020.000-012 (“Premises”); and

WHEREAS, the CITY desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the demolition of structures, pavements, and leveling of property; and

WHEREAS, CONTRACTOR represents that it has the requisite expertise and ability to complete this project and guarantees that CONTRACTOR is properly bonded and registered with the City of Elkhart and with the City of Elkhart’s Department of Building and Code Enforcement

NOW, THEREFORE, in consideration of the forgoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. Scope of Services.

CONTRACTOR agrees to furnish the following services:

- A. Provide all necessary labor, materials, equipment, and funding related to demolition, permits, bonds, and licenses; and the coordination of any and all activities in conjunction with the demolition contract.
- B. Maintain a safe construction site and prevent any materials, structure, or excavation from becoming a hazard or an attractive nuisance throughout the duration of the demolition. This may include, but is not limited to, securing the site with an appropriate project fence, construction site screening, security personnel, and the installation of cameras. The duration period begins once the CONTRACTOR enters the property to begin demolition and does not end until the CITY has verified completion of the demolition.
- C. Take all reasonable and necessary steps to prevent damage to the right of way, adjacent properties, and minimize environmental impacts to the surrounding area. The CONTRACTOR is responsible for all damage prevention methods and activities, providing water for dust control, and installing and maintaining an appropriate construction entrance. Schedule an inspection with the Building Department prior to starting demolition.
- D. Properly maintain a site that does not permit soil and other debris to leave the property and introduce these items to the stormwater system. This may include, but is not limited to, the installation of a construction entrance, straw waddles, erosion control fence, and inlet protections.
- E. Provide maintenance of traffic plans, signs, and barricades, and obtain permits through the Department of Public Works where and when access to the public right-of-way will be limited.
- F. Verify by affidavit that all utilities have been vacated and isolated at the street level and all equipment removed, including but not limited to water, electric and gas, prior to the beginning of demolition. All utility vacations shall be in accordance with Indiana law, City of Elkhart requirements, the regulations of the utility, and any other applicable laws. CONTRACTOR is responsible for obtaining utility locates for the project prior to any construction activity.
- G. Demolition of the principal structure and all accessory structures located on the property. Such demolition shall include all walls, overhangs, basements, foundations, footings, fences, and pavements on the property.

- H. Demolition and backfilling of all wells, cisterns, meter pits, septic tanks, and drainage systems in accordance with this contract, Indiana Administrative Code, and Federal regulations.
- I. Clearing, grubbing, and stripping of the property. Removal and disposal of trees, stumps, limbs, brush, shrubs, and other vegetation. Removal and disposal of trunks, stumps, and roots, greater than one inch in diameter to a depth of twelve inches below grade. Removal and disposal of all remaining vegetative materials and any trash in preparation for topsoil and seed.
- J. Exposing water and sewer services on the property side of the sidewalk or public right-of-way, capped by a licensed plumber or other authorized professional, and inspected by the Department of Public Works prior to backfilling.
- K. Removal and proper disposal of all debris existing prior to and resulting from said demolition. All debris shall be delivered to an approved disposal facility licensed in accordance with state and/or local regulations, laws, and zoning.
- L. Backfilling of basements and depressions left by demolition with B borrow and compaction in accordance with INDOT 203.23. Final grading of site by placement of four (4) inches minimum topsoil in conformance with surrounding area and in a manner that prohibits ponding. CONTRACTOR shall contact the City of Elkhart Redevelopment Department for inspection prior to backfilling.
- M. Sowing of grass seed consisting of 50% Kentucky bluegrass, 35% creeping fescue and 15% turf type perennial ryegrass. Mulch for seeding shall consist of straw, excelsior mulch, excelsior blanket, paper mat, straw mat or wood cellulose fiber mulch. Maintain area until seventy (70) percent growth has been achieved. Sowing of permanent seed shall be done between 1st of April and 15th of October.
- N. CONTRACTOR shall notify the City of Elkhart Redevelopment Department that the work is complete and arrange for an inspection of the property.
- O. CONTRACTOR has forty-eight hours (48) hours to remove equipment from the site after final inspection by the City of Elkhart Redevelopment Department. Failure to remove the equipment or schedule inspection in a timely manner may result in the issuance of fines up to \$100 per day.

SECTION 2. Schedule.

Services described in Section 1 shall be commenced within fifteen (15) days after the date that the CITY's approval of this Agreement is communicated to CONTRACTOR ("Start Date"). All services and tasks associated therewith shall be completed by CONTRACTOR within sixty (60) days of the Start Date.

SECTION 3. Payment.

In consideration for the services rendered under this contract, the CITY agrees to pay CONTRACTOR the sum of _____ upon inspection and approval by the CITY. No payment shall be made until the CITY's inspection reveals that the work is entirely completed. An invoice must be submitted with the landfill receipts before the payment can be processed. No advance payments will be made.

SECTION 4. Penalty.

If CONTRACTOR fails to complete the work within the time specified, a penalty charge of one-half percent (1/2 %) of the contract price shall be assessed for each day the project remains uncompleted. Such charges may be set off by the CITY against any final payment otherwise due and owing under this contract. Additionally, in the event this Agreement is breached by CONTRACTOR, the CONTRACTOR shall be liable for any additional charges and expenses incurred by CITY in completion of the demolition attributable to the breach.

SECTION 5. Indemnification.

CONTRACTOR represents and warrants that it is an independent contractor and agrees to indemnify and hold CITY harmless against any claim, loss, damages, or expense because of bodily injury, death, or property damage sustained by any person arising out of the performance of this Agreement, whether such injuries to persons or damage to property are due or claimed to be due to any negligence of CONTRACTOR, CITY, their agents, servants, or employees, or of any person.

SECTION 6. Assignment.

Neither this agreement nor any interest of CONTRACTOR herein may be assigned, sublet, or transferred to a third party without prior written consent of the CITY.

SECTION 7. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit based thereon must be brought in the Superior or Circuit Court of Elkhart County, Indiana.

SECTION 8. Compliance with State and Local Law.

CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are applicable at the time of CONTRACTOR'S services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

SECTION 9. E-Verify Compliance.

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to I.C. § 22-5-1.7 et seq., CONTRACTOR 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. CONTRACTOR is further required to execute an affidavit affirming that: (i) it is enrolled and is participating in the E-verify program, and (ii) does not knowingly employ any unauthorized aliens. In support of the affidavit, CONTRACTOR shall provide the CITY with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by CONTRACTOR and delivered to the CITY's authorized representative.

Should CONTRACTOR subcontract for the performance of any work under this Agreement, the CONTRACTOR shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled and is participating in the E-verify program. CONTRACTOR shall maintain a copy of such certification for the duration of the term of any subcontract. CONTRACTOR shall also deliver a copy of the certification to the CITY within seven (7) days of the effective date of the subcontract.

If CONTRACTOR, or any subcontractor of CONTRACTOR, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the CONTRACTOR or subcontractor subsequently learns is an unauthorized alien, CONTRACTOR shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the CONTRACTOR or any subcontractor of CONTRACTOR fail to cure within the Cure Period, the CITY has the right to terminate this Agreement without consequence.

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

SECTION 10. Anti-Iran Investment Requirement.

CONTRACTOR certifies that it is not now engaged in investment activities in the County of Iran and it understands that providing a false certification could result in fines, penalties, and civil action against it.

SECTION 11. Supplement.

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

SECTION 12. Entire Agreement.

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

SECTION 13. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 14. Nondiscrimination.

CONTRACTOR shall not be in violation of Elkhart City Ordinance No. 4101, for the duration of this agreement. Should CONTRACTOR be in violation of any of the aforementioned provisions, such shall be considered a material breach of this agreement.

SECTION 15. Severability.

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

SECTION 16. Commission Appropriation.

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Redevelopment Commission of the City of Elkhart, then, the CITY shall have the right to terminate this Agreement without penalty by giving prior written notice to CONTRACTOR.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorization as of the date first set forth above.

Sandra Schreiber, President

Dina Harris, Secretary

Signature of Contractor

Printed Name

Address

City, State, Zip

Applicant for Demolition Permit's Consent to Liability and Release

- 1) I am applying to demolish the following (check one):
 - A detached home
 - A detached garage
 - An attached home and garage
 - A detached home and garage
 - Another structure (describe):_____.

- 2) The structure to be demolished is located at the following address_____.

- 3) I am (check one):
 - The owner of the property
 - The contractor contracted to demolish the property
 - Other (describe)_____.

- 4) I am verifying that I have personal knowledge that all utility companies were contacted and informed that a demolition at the address listed above was planned.

- 5) I am verifying that I have personal knowledge that all utilities, including natural gas, water, LP gas (propane) and electrical are now shut off at the street level (property line) at the pole or service pedestal and all equipment has been removed (including any standing meters).

- 6) I agree that the City is not liable for any explosion or other occurrence resulting from utilities that were not properly shut off and/or equipment that was not properly removed.

- 7) I agree to defend and hold harmless the City for any damages or claims or consequences resulting from any utility equipment that was not properly removed or shut off.

- 8) I have not in any way relied upon the representations of any City of Elkhart, Indiana employee in making this affidavit and can personally verify that utilities have been shut off at the street level (property line) and all meters and equipment have been removed.

STATE OF _____)
) §
COUNTY OF _____)

I swear under the penalty of perjury that the above is true and correct to the best of my knowledge:

_____/_____
Signature of Applicant Printed Name of Applicant

_____/_____
Signature of Notary Printed Name of Notary

Date signed in front of notary:_____. Date my Commission Expires:_____

***A copy of identification used for purposes of notarization must be attached.**



City of Elkhart

TITLE VI NOTICE

It is the public policy of the City of Elkhart to provide all of its citizen's equal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

No person shall on the grounds of race, color, national origin, excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination in any program, service or activity receiving Federal financial assistance.

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator
1201 S Nappanee St Elkhart, IN 46516
Email: titlevicoordinator@coei.org
Phone: (574) 293-2572
Fax: (574) 293-7658
TDD: (574) 389-0189

Acceptance by Contractor

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 _____

Printed Name _____

Dated _____

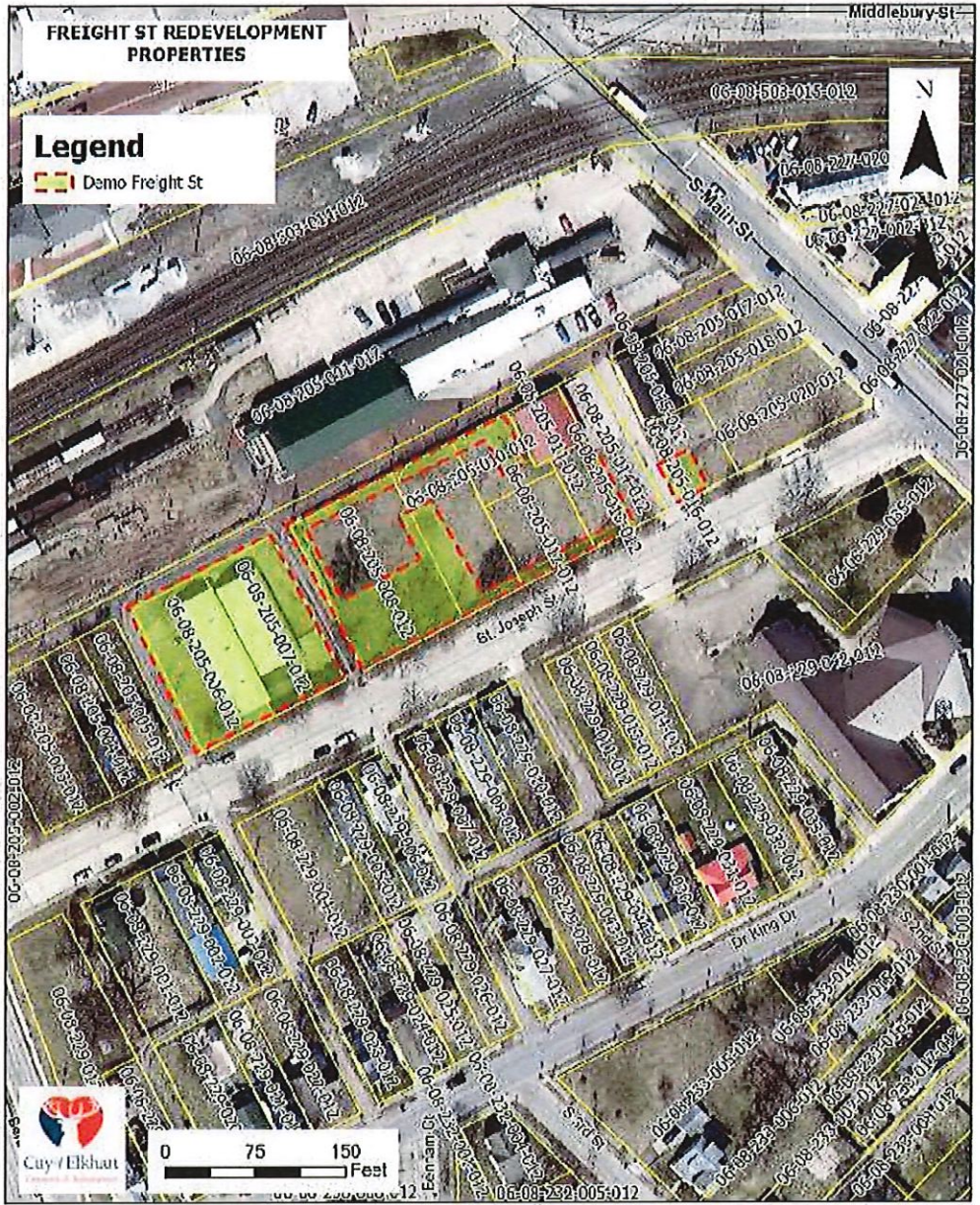
The City of Elkhart Title VI Policy may be accessed here:

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

SUPPLEMENTAL INFORMATION

The following supplemental items are project specific.

1. Parcel Location & Numbers



Small text at the bottom of the map area containing a disclaimer or copyright notice.

2. Demolition Boundaries



This document is the property of the City of Elk River, Minnesota. It is to be used only for the purposes stated herein. No part of this document may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the City of Elk River. The City of Elk River is not responsible for any errors or omissions in this document. The City of Elk River is not responsible for any damages, including consequential damages, arising from the use of this document. The City of Elk River is not responsible for any actions taken by any person based on the information contained in this document. The City of Elk River is not responsible for any actions taken by any person based on the information contained in this document.

SPECIAL NOTES & REQUIREMENTS

1. Bidders are required to submit their bid proposals in the following order:

1. Certified Bid Summary Form
2. Contractor's Bid for Public Work - Form 96 (Rev. 2013) including the Non-Collusion Affidavit. This form can be found at <https://www.in.gov/sboa/about-us/electronic-forms/>
3. Bid Bond or Certified Check
4. Signed Receipt of any/all Addendum
5. Financial Statement as required by Form 96
6. Schedule
7. Itemized Proposal, where applicable

Failure to follow bid proposal requirements may result in the bid being considered unresponsive and rejected.

2. Pre-Construction Meeting

Prior to the start of contracted work a pre-construction meeting with city departments shall be arranged to review project concerns. When applicable, the contractor shall present a traffic maintenance plan at this meeting for review.

3. Permits

Unless otherwise noted in the contract, all permits shall be acquired by the contractor.

4. Bidder's Questions

Bidders are requested to submit any pre-bid questions in writing at least forty-eight hours before the deadline. Questions may or may not be addressed by addendum as deemed appropriate by the city.

Questions may be submitted by email to Adam Fann adam.fann@coei.org and/or Jacob Wolgamood jacob.wolgamood@coei.org, or mailed to

Sherry Weber
Development Services Office Admin.
City of Elkhart Permit Center
229 S 2nd St.
Elkhart, IN 46516

CERTIFIED BID SUMMARY FORM
Freight St. Property Demolition

This Certified Bid Summary Form is to ensure that all required components of the bid have been included. Please initial each appropriate line, fill in the bid and alternate amounts, and **place this sheet as the first page of your submittal.**

- _____ I have included a completed **Form 96 (Rev. 2013)**
- _____ I have included the **Bid Bond or Certified Check**
- _____ I have included a **Financial Statement**, as required by Form 96
- _____ I have included a **Schedule**
- _____ I have included an **Itemized Proposal** where applicable

Base Bid \$ _____

I hereby certify the following: 1) that all of the required documentation is contained within the following bid packet; 2) that the information provided in this proposal is accurate and complete; 3) that I have read and understand the instructions, terms, conditions and specifications of this solicitation; 4) that I agree to fulfill the requirements of any awarded contract at the prices proposed; and 5) that this proposal includes all costs necessary to provide all supervision, labor, services, materials, tools, equipment, supplies, insurance, permits, bonds, and other incidental items, whether or not specifically called for in the specifications and contract documents, to perform and complete in a workmanlike manner all work as specifically described under each item in the specifications and contract documents, and other work necessary to complete the project in accordance with the obvious or expressed intent of the specifications of the contract documents.

Signature: _____ Date: _____
Name: _____ Title: _____
Contractor's Name and Address: _____

October 8,
2024

Memo

To
Sandra Schreiber and the
Redevelopment
Commission

The Community Development Department Program Year 2024 began on July 1, 2024. This year we will collaborate with local public service agencies to provide various services to low and moderate income individuals throughout the City of Elkhart.

From
Dana Donald

According to HUD regulations, the Community Development department can use CDBG funds for overall Administration and Programmatic oversight. The federal cap is 20% of the total allocation of funding. This program year's amount is around \$148,744.00. HUD regulates the amount of funds used for Public Service activities. The federal cap is 15% of the total CDBG allocation. This program year's amount is around \$111,558.15.

Re
CDBG Public Service
Activities

The following is a list of public service activities that will take place by City Staff and public service agencies pending the Redevelopment Commission approval of their subrecipient agreements:

- Council on Aging- \$23,000.00 to reimburse the wages of the drivers who transport Elkhart senior citizens.

City of Elkhart

Tel 574.294.5471 x1014

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
dana.donald@coei.org





Community Development Block Grant Program
2024 CDBG Annual Action Plan

Subrecipient Agreement

Between the

*City Of Elkhart Community Development
Elkhart, Indiana
and
Council on Aging of Elkhart County*

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

Project Name: Senior Transportation
Project Type: Public Services
Subrecipient ID: 51-0178910
FAIN: B24MC1-80015
Federal Award Date: September 9, 2024
Federal Award Amount: \$743,721.00
Research & Development Award: No
Environmental Status: Exempt per 24 CFR 58.34(a) and 58.35 (b)
Other Fed Requirements: None
CDFA Number: 14.218
Account Number: 2226-5-631-4314270
IDIS Number: 1008
Project Amount: \$680,650 Total
 \$ 23,000 - CDBG
 \$ 85,000 - TITLE III B
 \$185,500 - MEDICAID
 \$100,000 - Elkhart County Commissioners
 \$120,000 - Approximate annual in-kind donations

CDBG SUBRECIPIENT AGREEMENT
Between the City of Elkhart
Community Development AND
COUNCIL ON AGING OF ELKHART
COUNTY FOR
2024 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this October 8, 2024 by and between the CITY OF ELKHART COMMUNITY DEVELOPMENT (herein called the "Grantee") and COUNCIL ON AGING OF ELKHART COUNTY (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be providing transportation services this CDBG Program Year 2024 for low and moderate income aging persons to access medical care, pharmacy, nutritional services, banking services, and other personal business needs. Services will be conducted in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use the CDBG funding to reimburse the wages of the transportation drivers. Council on Aging seeks to improve availability/accessibility to seniors living within the City of Elkhart.

General Administration

The Transportation Program offers the aging and disabled the opportunity to successfully attain services which are integral to the State and Federal governments desire to pursue "Aging in Place", which is an initiative that works to help seniors find the resources and services necessary to remain in their home environment for as long as possible. To accommodate the diminishing capabilities of our clients, our services are designed to assist each of them from their front door to the transport vehicle, secure them in their seat and escort them to the reception desk of their destination. Clients are provided appointment reminders one day prior to the trip date. Each person transported is provided the name of the driver and time at which that driver will return to transport them home, which offers them assurance in safety. All transport vehicles are wheelchair accessible.

To further client safety, drivers are trained through the Indiana Department of Transportation (INDOT) and RTAP program oriented toward safety of passengers (Passenger Assistance Training, Defensive Driving, Emergency Evacuation courses), CPR and first aid certification through Goshen Health, and a

multi-day hands-on course supervised by the Transportation Manager. Annual updates on training and certification are required, along with passenger licensing endorsement by the Bureau of Motor Vehicles.

As a priority, maintenance of vehicles is provided by a licensed mechanic. Vehicle inspection is conducted by the Indiana Department of Transportation.

B. National Objectives

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

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

C. Levels of Accomplishment – Goals and Performance Measures

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

- Provide transportation services to 80 Persons
- Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

D. Staffing

Staff Member	Responsibilities
Tina Fraley	CEO
	CFO

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

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July, 2024 and end on the 31st day of May, 2025.

Funds will not be available to the Subrecipient from the Community Development Block Grant Program (B-24-MC-1800015) after the completion date, unless otherwise approved by Grantee

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Reimbursement for Senior Transportation Drivers wages	<u>\$23,000</u>

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Twenty Three Thousand Dollars and no cents \$23,000

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

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

V. NOTICES

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

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

GRANTEE

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

SUBRECIPIENT

Council on Aging of Elkhart County
131 W. Tyler Street, Suite 1A
Elkhart, Indiana 46516
574-295-1820 x 222

VI. **SPECIAL CONDITIONS**

N/A

VII. **GENERAL CONDITIONS**

A. **General Compliance**

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

B. **"Independent Contractor"**

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

C. **Hold Harmless**

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

D. **Workers' Compensation**

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

E. **Insurance & Bonding**

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

Records providing a full description of each activity undertaken;

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

Records required to determine the eligibility of activities;

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

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

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

X. **PERSONNEL & PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**

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

2. **Nondiscrimination**

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

3. **Land Covenants**

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

4. **Section 504**

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

Report Lobbying,” in accordance with its instructions; and

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

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

Date October 8, 2024

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

On behalf of
Redevelopment Commission
City of Elkhart, Indiana

COUNCIL ON AGING OF ELKHART COUNTY

By _____
Sandra Schreiber, President

By _____
Tina Fraley, CEO

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

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

STATE OF Indiana)
) §
COUNTY OF _____)

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

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

4. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

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

Dated this _____ day of _____, 20__

Contractor

Signature of Person Authorized to sign on behalf of
Contractor

Printed Name and Title

RESOLUTION NO. 24-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROPRIATING FUNDS FOR CDBG PY 24 ANNUAL ACTION PLAN

Whereas, The CDBG program has received grant applications from the Tolson Center for playground equipment in the amount of \$10,000, and from LaCasa of Goshen, Inc. for its Homebuyer Program in the amount of \$49,500 and its low and moderate income housing program in the amount of \$60,000 for rehabilitation work at 516 S. Main (the "Grants"); and

Whereas, the Grants are eligible for funding under the Community Development Block Grant Program PY 24 Annual Action Plan ("CDBG Funds"), and staff has recommended funding in the amounts requested;

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve the Grants and appropriate the CDBG Funds to fulfill the requests.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Grants in the amounts specified herein.
2. The Commission appropriates the sum of \$119,500.00 from the CDBG Funds to fund the Grants, with any funds not expended to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to perform all acts and enter into all Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF OCTOBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

October 5, 2024

Memorandum

To:
Elkhart
Redevelopment
Commission

Dear Elkhart Redevelopment Commission Members:

From:
Mary K Kaczka,
Assistant Director,
Community
Development

CDBG PY 2024 (July 1, 2024-June 30, 2025) Annual Action Plan included grant requests from the Tolson Center, and Lacasa, Inc. These are requests that are not part of the public service cap.

Re: CDBG Sub
Recipient Grants

The Tolson Center requested \$ 10,000.00 toward ADA playground equipment at the new Tolson Center.

LaCasa Inc. requested two grant. Homebuyer Assistance \$49,500.00 which is a repeat of the Homebuyer Assistance project that CDBG funded last year which assisted four income qualified homebuyers purchase new homes in the city of Elkhart. This year's grant request will assist three income qualified homebuyers purchase new homes in the city of Elkhart. The second LaCasa request of \$ 60,000.00 is to fund repair and maintenance (tuck-pointing) on 516 S. Main Street which is a LaCasa owned facility that provides ten units of rental housing for low and moderate income renters in downtown Elkhart.

City of Elkhart

Tel 574.294.5471 x1062

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org





2025
REDEVELOPMENT COMMISSION
PRE-AGENDA MEETING DATES

The Redevelopment Commission Pre-Agenda meetings will broadcast from the Annex Large Conference Room, Annex Building, 201 S. Second Street, Elkhart, Indiana

January	10
February	7
March	7
April	4
May	9
June	6
July	3
August	8
September	5
October	10
November	7
December	5



2025
REDEVELOPMENT COMMISSION
MEETING DATES

The Redevelopment Commission meets the second Tuesday of each month at 4:00 PM and will broadcast from the 2nd floor, Council Chambers, Municipal Building, 229 S. Second Street, Elkhart, Indiana

January	14
February	11
March	11
April	8
May	13
June	10
July	8
August	12
September	9
October	14
November	12
December	9

SECOND AMENDMENT TO SHOPPING CENTER LEASE

THIS SECOND AMENDMENT TO SHOPPING CENTER LEASE (this “Second Amendment”) is made this ___ day of October, 2024, by and between the City of Elkhart, Indiana, Department of Redevelopment (“Landlord”) and PQH Wireless, Inc., a Nebraska corporation (“Tenant”).

RECITALS:

WHEREAS, pursuant to that certain Shopping Center Lease, dated February 9, 2011, as first amended on April 26, 2023 (together with any additional amendments, addenda, assignments and exhibits thereto, as well as extensions thereof, collectively the “Lease”), Landlord, through its predecessor-in-interest, leased to Tenant the premises located with the shopping center commonly known as “Woodland Crossing” in Elkhart, Indiana (the “Leased Premises”), as more particularly described in the Lease;

WHEREAS, the United States Postal Service has updated the mailing address of the Leased Premises; and

WHEREAS, the Landlord and Tenant now desire to amend the Lease to state the new mailing address of the Leased Premises upon the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. The recitals set forth above are incorporated by reference and are made a part hereof.
2. The mailing address of the Leased Premises is now 138 W. Hively Avenue, Suite 3, Elkhart, IN 46517.
3. The Lease is hereby ratified and shall remain in full force and effect as hereby amended.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and delivered, all as of the day and year first written above.

LANDLORD:

**CITY OF ELKHART, INDIANA,
DEPARTMENT OF REDEVELOPMENT**

By: _____
Name: Sandra Schreiber
Title: President, Redevelopment Commission

TENANT:

PQH WIRELESS, INC., a Nebraska corporation

By: _____

Name: _____

Title: _____

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 September 2024

Invoice

Total Current
Work

\$25,309.41



City of Elkhart

City of Elkhart

Treasurers Report Summary

Date Range: 01/01/2024 - 08/31/2024

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	10,000.00	998.00	0.00	0.00	52,629.62	52,629.62	0.00
4445 - TIF DOWNTOWN ALLOCATION	5,306,061.52	1,785,774.21	2,328,756.17	0.00	0.00	4,763,079.56	4,763,079.56	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	2,223.41	0.00	0.00	2,215,505.20	2,215,505.20	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	2,869,618.08	0.00	0.00	14,508,660.50	14,508,660.50	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,243,629.82	171,395.84	17,083.67	0.00	0.00	1,397,941.99	1,397,941.99	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	4,683,920.65	0.00	0.00	4,360,848.62	4,360,848.62	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	8,718,171.30	12,670,969.25	0.00	0.00	27,367,143.81	27,367,143.81	0.00