



AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, JANUARY 14, 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 **2314 664 5134** as the event number and **RDC1** as the event password.

To join by phone, call **1-415-655-0001**, enter **2314 664 5134##**

*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

- December 10, 2024 Regular Meeting Minutes

3. New Business

a) Election of Officers – 2025

b) Open Bids

c) 515 Hug Use Agreement

- Grant access to real estate at 515 Hug St.

d) 812 S Main St

- Approve purchase agreement for 812 S. Main St and appropriate \$273,100 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund.

e) Phase I and II Appropriation

- Approve Environmental Testing at 812 South Main St. and appropriate \$9750 from Brownfield Fund.

f) Tax Sale Acceptance

- Accept parcels that lie within a TIF or project area from Elkhart County

g) Roundhouse Fence Contract

- Approve contract for security fence at 613 Dr. King Drive and appropriate \$30,000 from Downtown Allocation Area No. 1 Special Fund.

h) Ice Miller Bond Counsel

- Approve the employment of Ice Miller, LLP to perform legal services in connection with the River District Zone 2.

i) WBK Engineering Architecture and Design Services

j) 142 State Street Renovation Project

k) Woodland Crossing Budget for 2025

- Approve Woodland Crossing CAM Budget for calendar year 2025

l) Woodland Crossing Lease Guarantee

- Approve guaranty of lease form for lots 1, 3, 5 and 6 in Woodland Crossing

m) Woodland Crossing Lease Addendum Form

- Approve form of lease addendum for Lots 1, 3, 5 and 6 in Woodland Crossing

n) Woodland Crossing Leases

- Authorize Executive Committee to negotiate and approve standard form leases for Lots 1, 3, 5 and 6 in Woodland Crossing.

o) Woodland Crossing Request for Quote for 148-5 Tenant Build Out

p) Woodland Crossing Request for Quote for Big Lots Interior Demolition

q) CDBG amended subrecipient agreement for Council on Aging

4. Staff Updates

5. Other Business

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

9. Public Comment

10. Adjournment



REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, December 10, 2024
4:00 p.m.

PRESENT: Dina Harris, Sandi Schreiber, Wes Steffen, Willie Brown, Gerry Roberts, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Mary Kaczka, Griffin Eaton (Juke), Jon Hunsberger (ECCVB) and Diana Lawson (Lerner)

PRESENT BY WEBEX: Chris Pottratz and Mary Lou Timmons

CALL TO ORDER

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

AMENDMENT TO THE AGENDA

Ms. Schreiber asked for a motion to amend the agenda for December 10, 2024. Moved by Mr. Brown. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

APPROVAL OF MEETING MINUTES

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

Ms. Schreiber asked for a motion to approve the November 20, 2024 Special Meeting Minutes. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. OPENING OF BIDS

Mr. Adam Fann addressed the commission stating we did not receive any bids.

B. RFP FOR CITY OWNED PROPERTY MAINTENANCE

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to grant permission to release the RFP to local businesses for maintenance of City owned properties. Warrick & Boyn posted in the Elkhart Truth. Moved by Ms. Harris. Seconded by Ms. Steffen. Voice vote, all in favor. Motion approved.

C. JUKE

Mr. Mike Huber and Griffin Eaton from Juke addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Juke Technologies, Inc. at a fee not to exceed \$125,000 to be allocated among various TIF allocations area and appropriated there from as indicated in the resolution and approve the form of collaboration agreement attached. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

D. WOODLAND CROSSING LEASE

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the lease form for lots 1, 3, 5 and 6 in Woodland Crossing. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

F. APPLEWHITE UPDATE

Mr. Adam Fann and Mr. Collin Applewhite from Applewhite Construction addressed the commission and answered questions. Ms. Schreiber asked for a motion to authorize an extension of the contract to provide for beginning construction by August 2025 and completion of construction within twelve months of that date with detail to be worked out with staff. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion passed.

E. ELKHART COUNTY & CONVENTION VISITOR'S BUREAU (ECCVB) EXIT 19 STUDY AND DO DOWNTOWN PROMOTION

Mr. Jon Hunsberger from the ECCVB addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Exit 92 strategy, the agreement update and appropriate \$160,000 from Cassopolis Street Corridor Allocation Area fund for implementation in 2025. Moved by Mr. Brown. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

Mr. Jon Hunsberger from the ECCVB addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the strategy for Do Downtown promotions that has been presented and the terms of updating the agreement and appropriating \$85,000 from Downtown Allocation Area No. 1 Special Fund for implementation in 2025 which includes funding for the Lerner 100th Anniversary Celebration. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

STAFF UPDATES

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

- **Roundhouse –**
Ms. Schreiber asked for a motion to approve stockpiling snow on the Roundhouse site over the winter. Moved by Mr. Brown. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.
- **Clean Soil Storage –**
Ms. Schreiber asked for a motion to authorize Public Works to remove clean soil from construction site and store it on the Sixth and Indiana property that the Commission owns. Public Works will make sure to restore site to original condition. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved
- **Car Wash –**
Ms. Schreiber asked for a motion to authorize a real estate agent to submit an offer of \$271,100 for the car wash property on South Main and to negotiate with the owner, if necessary, and bring back any counter offer if one is made. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved
- **IEDC –** Received a letter through South Bend Regional Partnership staff that the IEDC will be investing in the Benham Plan through the LEI initiative. We will be starting those negotiations on a project by project basis to determine the final amounts of investment in each projects. We are very excited that we were able to be chosen and think the projects are very impactful and prove themselves worthy of IEDC investments.

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$20,112.92. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

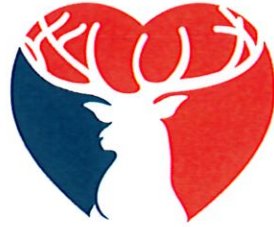
PUBLIC COMMENT

Ms. Diana Lawson from the Lerner 100 Year Anniversary Celebration gave the Commission an update on events happening and thanked them for their support.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:37 p.m.

Sandra Schreiber, President



City of Elkhart
Redevelopment Commission

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

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

PRESENT BY WEBEX: Chris Pottratz and Gerry Roberts

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 December 10, 2024.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, GRANTING ACCESS TO REAL ESTATE AT 515 HUG STREET

WHEREAS, The Commission has received a request from RealAmerica Construction LLC for right of access over and upon the Commission's property at 515 Hug Street to park vehicles, locate and utilize a construction trailer and store materials needed for its off-site renovation work at 515 East Street; and

WHEREAS, the Commission has reviewed the attached Access Agreement (the "Agreement"), finds it to be in proper form, and desires to authorize its execution and delivery.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the request for access to its property designated on the attached Agreement.
2. The Commission approves the form of Agreement and authorizes its President, and other officers in her absence, to execute and deliver the Agreement.
3. The Officers of the Commission are hereby authorized do all acts which they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 14TH DAY OF JANUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 1/6/25
Re: 515 Hug St Use Agreement

As part of the redevelopment at 515 East Street, RealAmerica LLC. reached out to staff with interested in utilizing the parcel owned by the RDC at 515 Hug Street. The parcel would be used during construction as parking for employees, location of construction trailer, and some staging of equipment. Please see attached Use Agreement.

ACCESS AGREEMENT

(515 Hug Street)

This Agreement is made by the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, ("City") and RealAmerica Construction LLC ("RealAmerica") effective as of January 14, 2025.

WHEREAS, RealAmerica has asked to use the vacant property at 515 Hug Street (the "Property") for parking of vehicles, location of a construction trailer and storing of equipment during the period of construction of improvements it is performing at 515 East Street; and

WHEREAS, City agrees to allow RealAmerica access to the Property, at no charge, for the stated purposes only from the date hereof, or less in the event the City finds a Tenant for the Property, through September 30, 2026, on the following terms.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties agree as follows:

1. The City grants RealAmerica the right to access the Property through September 30, 2026 (the "Termination Date") to park its vehicles, locate and work from its construction trailer and store its inventory and personal property, all at RealAmerica's sole cost and expense. Any personal property left on site after the Termination Date, shall be deemed of no value and may be removed and trashed or destroyed by the City as part of its demolition process or otherwise.
2. RealAmerica and its agents will not cause any permanent damage to the Property nor leave any materials or debris on the Property during its period of access, and will leave it in a clean and sightly condition at the expiration of the access period.
3. RealAmerica agrees that it will vacate the Property and remove its inventory and personal property therefrom within 10 days of receipt of written notice from the City that the Property has been leased to a third party.
4. RealAmerica will provide City proof of public liability and property damage insurance coverage, both in amounts deemed adequate by City, to cover any risks to persons and property associated with RealAmerica's access of the Property. RealAmerica shall name City as an additional insured on all such insurance policies. RealAmerica agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from its access of the Property and the actions of RealAmerica and its agents thereon.
5. RealAmerica will abide by all applicable laws and regulations applicable to the use of the Property, and will maintain the Property in a clean and sightly condition during the access period, which includes debris and trash removal.

6. This Agreement shall be construed in accordance with the laws of the State of Indiana, and may only be amended in a writing signed by both parties.

IN WITNESS WHEREOF, the parties executed this Agreement as of the date above set forth.


**City of Elkhart, Indiana,
Dept. of Redevelopment**

RealAmerica Construction LLC

By: _____

Sandra Schreiber, President
Elkhart Redevelopment Commission

By: _____


Shawn Falls
VP of Construction

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE
AGREEMENT FOR 812 S. MAIN AND APPROPRIATING FUNDS

Whereas, The Commission has offered to purchase the realty commonly referred to as 812 S. Main Street (the "Property") from Scott and Georgia Martin and at the purchase price of \$271,100, which does not exceed the average of the Commission's appraisals, pursuant to the terms set forth in the Purchase Agreement attached hereto (the "Purchase Agreement") and the Commission's offer has been accepted; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants to purchase the real estate in accordance with the terms therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the purchase of the Property on the terms set forth in the Purchase Agreement, and approves the increase of its offer to \$271,100.00.
2. The Commission approves the terms and conditions of the Purchase Agreement.
3. The Commission appropriates the sum of \$273,100.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to fund the purchase price and related closing costs assessable to Buyer, with any excess funds to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement and all other documents, and do all acts which they deem necessary and appropriate to complete the purchase of the Property.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 14th
DAY OF JANUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Listing Broker (Co.) eXp Realty, LLC (sb573) By Jill Robinson (sb2742)
office code individual code
Selling Broker (Co.) Realty Group Resources (e1186) By Cory White (e12956)
office code individual code



PURCHASE AGREEMENT
COMMERCIAL-INDUSTRIAL REAL ESTATE
For use only by members of the Indiana Association of REALTORS®

1 **A. PARTIES:** Scott Martin, Georgia Martin
2 _____ ("Seller")
3 agrees to sell and convey to Elkhart City Redevelopment Commision
4 _____ ("Buyer")
5 and Buyer agrees to buy from Seller the following property for the consideration and subject to the following:

6 **B. PROPERTY:** The property is commonly known as _____
7 812 S Main, Elkhart, IN 46516
8 in Concord Township, Elkhart County, Elkhart Indiana, 46516
9 including all buildings and permanent improvements and fixtures attached owned by Seller; all privileges, easements and
10 appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, rights-of-way,
11 leases, rents, security deposits, licenses and permits with respect to the property, trade name, and warranties or guaranties
12 relating to the property being sold, and any personal property specified herein; all of the above referred to as the "Property," the
13 legal description of which is (attached as Exhibit "A") (described as follows): OL Lot 68 (TIF 136)
14 _____

15 _____; subject to exact determination by survey pursuant to Paragraph J.
16 The following items of personal property are INCLUDED in the sale: any items utilized in the ongoing operations of
17 car wash.
18 All other personal property and the following additional items are EXCLUDED from the sale: none
19 _____

20 Within 14 days from the Effective Date (defined below), Seller shall provide Buyer the items, if in its possession or control,
21 described on Exhibit "B" attached hereto. Buyer agrees to keep all items provided by Seller, including, but not limited to those
22 items described in Exhibit "B" strictly confidential except to the extent shared with Buyer's consultants and agents, who shall be
23 bound to Buyer to keep same confidential. Notwithstanding anything to the contrary contained herein, Buyer acknowledges that
24 any information, engineering data, feasibility or marketing reports, soils reports, or other information of any kind or nature
25 relating to the Property contained in the reports which Buyer has received or may receive from Seller or its agents, is, will be, or
26 has been furnished on the express condition that Buyer shall make its own independent verification of the accuracy of the
27 information. Buyer agrees that Buyer shall not attempt to assert any liability against Seller by reason of Seller's having
28 furnished such information or by reason of any such information becoming or proving to have been incorrect or inaccurate in
29 any respect.

30 **C. PRICE:** The purchase price shall be Two Hundred Seventy-One Thousand, One Hundred Dollars
31 (\$ 271,100.00) U.S. Dollars, payable (in cash at closing) (in accordance with the terms and conditions in this
32 Agreement).

33 **D. EARNEST MONEY:** Buyer submits \$ zero U.S. Dollars as Earnest Money to be held by _____
34 _____ as Escrow Agent within n/a days following
35 execution and receipt of this Agreement and any counteroffer by both parties (the "Effective Date"). If Buyer fails for any reason
36 to timely submit Earnest Money, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination to
37 Buyer prior to Escrow Agent's receipt of the Earnest Money. The Earnest Money shall be applied to the purchase price at
38 closing unless returned to Buyer, released to Seller, or otherwise disbursed in accordance with this Agreement. The Escrow
39 Agent is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party.
40 Before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, Escrow Agent has the right to
41 require from all parties a written release of liability of the Escrow Agent, termination of the Agreement and authorization or court
42 order to disburse the Earnest Money. If the Escrow Agent is the Listing Broker ("Broker") described above, Broker shall be
43 absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release or a
44 Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Upon notification that
45 Buyer or Seller intends not to perform, Broker holding the earnest money may release the Earnest Money as provided in this
46 Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by
47 certified mail of the intended payee of the Earnest Money. If neither Buyer nor Seller enters into a mutual release or initiates
48 litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party
49 identified in the certified letter. Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and
50 costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations.

51 **E. ADDITIONAL PROVISIONS:** Included in this Agreement are the following addenda: (Place an "X" on the appropriate line or
52 lines)
53 _____ Financing Addendum _____ Feasibility Study Addendum
54 _____ Leased Property Addendum _____ Exchange Addendum
55 _____ Zoning/Governmental Approval Addendum _____ Representations & Warranties of Seller Addendum
56 _____ Alternative Dispute Resolution Addendum _____ Lead-Based Paint Disclosure Addendum
57 _____ Addendum to Purchase Agreement

(office use only)

58 F. CLOSING: The closing of the sale shall take place at (the Title Company) (Fidelity National Title
59 _____) on or before February 28, 2025 or within _____ days after
60 the end of both the Inspection Period and any of the periods described in any of the above referenced Addenda which are part of
61 this Agreement, whichever is later, (the "Closing Date") or this Agreement shall terminate unless the Closing Date is changed in
62 writing by Seller and Buyer, or otherwise extended pursuant to this Agreement.

63 G. POSSESSION: The possession of the Property shall be delivered to Buyer, subject to the rights of tenants in possession, if any, in
64 its present condition, ordinary wear and tear excepted, on the Closing Date. Seller shall maintain the Property, including fixtures,
65 equipment and any included personal property in its present condition except ordinary wear and tear, until possession is
66 delivered to Buyer. Seller shall not enter into any leases, lease amendment, lease terminations or any service agreements for
67 the Property without Buyer's consent.

68 H. REAL ESTATE TAXES: (Check paragraph 1, 2, or 3 below)

69 1. Current Year (Lien Basis in Arrears) Indiana Customary Proration: The taxes assessed for the current year, due and
70 payable in the year following closing, shall be prorated between Seller and Buyer on a calendar year basis as of the day
71 immediately prior to the Closing Date. All taxes assessed for any prior calendar year and remaining unpaid shall also be
72 paid by Seller.

73 2. Prior Year (Cash Basis) Proration When Taxes Are Paid: The taxes assessed for the year prior to closing, due and
74 payable during the year of closing, shall be prorated between Seller and Buyer on a calendar year basis as of the day
75 immediately prior to the Closing Date. Buyer shall be responsible for all taxes assessed for the current year due and
76 payable in the year following closing.

77 3. Installment Basis: Buyer will assume and pay all taxes on the Property beginning with the tax installment due and
78 payable on _____ and all taxes due thereafter. Seller shall pay all taxes for the Property due and
79 payable before such tax installment not assumed by Buyer.

80 For Purposes of 1, 2, and 3 above:

81 (A) If the tax rate or assessment for taxes assessed or payable in the year of closing has not been determined as of the Closing
82 date, the assessment or rate shall be assumed to be the same as the most recent assessment or rate.

83 (B) Taxes which are Seller's responsibility and not yet due as of the Closing Date, shall be credited against the purchase price
84 or cash portion thereof payable by Buyer at closing, and Seller shall have no further liability for such taxes.

85 (C) All taxes due and payable on or prior to the Closing Date and shall be paid at or before closing and charged at closing to the
86 responsible party.

87 (D) Buyer shall have the right to assume control and responsibility of all real estate tax appeals, and any rebates, refunds or
88 credits shall be prorated between Seller and Buyer as of the Closing Date.

89 (NOTE: The succeeding year's tax bill for recently constructed buildings or following reassessment periods may greatly exceed
90 the last tax bill available to the closing agent.)

91
92 I. INSURANCE AND RISK OF LOSS: Seller shall maintain replacement cost (if available) or actual cash value "all risk" insurance
93 on the Property through the Closing Date. Seller's insurance shall be canceled as of the Closing Date and Buyer shall provide
94 its own insurance thereafter. Risk of loss by damage or destruction to the Property prior to the Closing Date shall be borne by
95 Seller. Seller shall promptly provide Buyer with all insurance policies in its possession and if not in its possession, shall request
96 the same from its insurance agent and correspondence received or sent by Seller or its agent or insurance company relating to
97 the Property and the damage. Seller shall timely file a claim with its insurance company and shall not settle any claim with the
98 insurance company without Buyer's written consent. In the event any damage or destruction is not anticipated to be fully
99 repaired prior to closing, Buyer, at its option, within 15 days following the damage or destruction, may, by notice to Seller, either
100 terminate this Agreement or elect to close the transaction, in which event Seller's right to all insurance proceeds not yet applied
101 to repair of the damage or destruction shall be assigned in writing by Seller to Buyer at closing. Seller shall reimburse Buyer at
102 closing for any insurance deductible.

103 J. CONDITIONS TO CLOSING: Buyer's obligations under this Agreement are conditioned upon satisfaction of each of the following
104 items which are for the Buyer's benefit and may be waived by Buyer at Buyer's sole discretion within _____ days following the
105 Effective Date (the "Inspection Period").

106 1. Title Commitment: A commitment for title insurance (the "Commitment") issued by a reputable title insurance company
107 selected or approved by Buyer (the "Title Company") showing marketable title in Seller's name shall be ordered by
108 (Seller) (Buyer) promptly following the Effective Date upon acceptance of this Agreement and shall be delivered to
109 Buyer within 14 days following the Effective Date. At Buyer's request, legible copies of all recorded instruments
110 affecting the Property or recited as exceptions in the Commitment shall also be delivered.

111 2. ~~Survey. A survey shall be ordered by Buyer promptly following the Effective Date and shall be furnished at (Seller's)~~
112 ~~(Buyer's) expense within _____ days after the Effective Date. It shall be prepared by a licensed Indiana surveyor~~
113 ~~selected by Buyer, shall comply with requirements for ALTA Surveys, shall reflect whether the Property is located in a~~
114 ~~designated flood zone area and shall be certified to Seller, Buyer, the Title Company and Buyer's lender.~~

115 3. Title and Survey Approval: If Buyer has an objection to items disclosed in the Commitment or the survey, Buyer shall
116 make written objections to Seller within 14 days after receipt of both the Commitment and survey. Upon the
117 expiration of such period, any item not objected to by Buyer or subsequently approved by Buyer in writing shall be deemed a
118 permitted exception ("Permitted Exception"). If Buyer makes objections, Seller shall notify Buyer of its intent and have thirty
119 (30) days from the date the objections are made ("Seller Cure Period") to cure those Seller is willing to cure, and the Closing
120 Date shall be extended, if necessary. Seller shall not have any responsibility or duty to cure any objections. If the objections
121 are not satisfied within the time period, Buyer may, within 5 days following the Seller Cure Period, either terminate this
122 Agreement and receive a refund of the Earnest Money or waive the unsatisfied objections and close the transaction.

(office use only)

123 4. Inspections: (Check paragraph (A) and/or (B) or paragraph (C) below) Unless Buyer waives inspections under
124 paragraph (C), Buyer shall have determined that the Property has no unacceptable, adverse environmental or physical
125 condition as provided below.

126 (A) Environmental Assessment: A Phase I environmental site assessment ("Phase I") on the Property shall be ordered
127 by (Seller) (Buyer) promptly following the Effective Date at (Seller's) (Buyer's) expense from a reputable,
128 qualified engineer, acceptable to Buyer and shall be received by Buyer within 60 days following the Effective Date (the
129 "Environmental Report Date"). The Phase I shall be conducted in accordance with current ASTM standards unless
130 otherwise agreed and may also include at Buyer's option the following matters:

- 131 (1) an investigation for the presence of asbestos, radon, lead or polychlorinated biphenyls (PCBs) on the Property;
132 and/or
- 133 (2) an investigation to determine if the Property is located in any regulated or protected area under the jurisdiction of
134 the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Indiana Department of
135 Environmental Management, the Indiana Department of Natural Resources, the U.S. Fish and Wildlife Service or
136 any other federal, state or local agency.

137 If Buyer does not make a written objection to any problem(s) revealed in the report prior to the end of the Environmental
138 Report Date, the environmental condition of the Property shall be deemed to be acceptable. If Buyer notifies Seller that
139 the environmental condition is unsatisfactory prior to the end of the Environmental Report Date ("Buyer's Environmental
140 Notice"), Seller shall notify Buyer of its intent to remediate such condition (the "Seller's Environmental Response") within
141 15 days following receipt of Buyer's Environmental Notice and shall have a reasonable period of time, not to
142 exceed 15 days following Seller's Environmental Response to remediate the condition to Buyer's satisfaction and
143 the Closing Date shall be extended, if necessary. If Seller fails or refuses to remediate, Buyer may upon notice to Seller
144 within 15 days of Seller's Environmental Response either terminate this Agreement and receive a refund of the
145 Earnest Money or waive its objection and close the transaction.

146 (B) Physical Inspections: Promptly upon acceptance of this Agreement, all physical inspections shall be ordered at
147 (Seller's) (Buyer's) expense. Inspections shall be made by qualified inspectors or contractors, selected or
148 approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited
149 to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
150 mold, water, storm and waste sewer, well/septic, geotechnical, other: _____. If Buyer,
151 in its reasonable discretion, believes that an inspection report reveals a major defect in or with the Property, Buyer
152 shall report such defect in writing to Seller within _____ days of receipt of the report. If Buyer does not make a written
153 objection to any problem(s) revealed in the report(s) within such time period, the Property shall be deemed acceptable to
154 Buyer. Seller shall notify Buyer of any repairs it intends on making and shall have a reasonable period of time, not to
155 exceed _____ days following receipt of any objections by Buyer prior to such time period, to repair any such major defect to
156 Buyer's reasonable satisfaction and the Closing Date shall be extended, if necessary. Seller shall have no responsibility or
157 duty to make any repairs. If Seller fails or refuses to repair, Buyer, within _____ days following Seller's notice of any repairs
158 it intends on making, may either terminate this Agreement and receive a refund of the Earnest Money or waive its
159 objection and close the transaction.

160 (C) Waiver of Inspections: BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTION DISCLOSING THE CONDITION OF THE
161 PROPERTY ARE AVAILABLE, AND BUYER HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION
162 OF THIS AGREEMENT. HOWEVER, BUYER WAIVES THE RIGHT TO OBTAIN INSPECTIONS AND RELIES UPON THE CONDITION OF THE
163 PROPERTY BASED UPON BUYER'S OWN EXAMINATION AND RELEASES SELLER AND LISTING AND SELLING BROKER(S) FROM ANY
164 AND ALL LIABILITY RELATING TO ANY PROBLEM, DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, WHICH RELEASE SHALL
165 SURVIVE THE CLOSING.

166 (D) Buyer on behalf of itself and its successors and assigns acknowledges it is acquiring the Property "AS-IS" and has
167 determined to purchase the Property fully understanding (i) the physical condition of the Property including, without
168 limitation, all seismic elements, the environmental condition of the Property and hazardous materials on, under or about
169 the Property (collectively the "Condition"), and (ii) any law or regulation applicable to the Property, including, without
170 limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C
171 Section 9601, et seq.), the Clean Water Act (33 U.S.C Section 1251, et seq.), the Safe Drinking Water Act (42 U.S.C.
172 Section 300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.) and the Toxic
173 Substances Control Act (15 U.S.C Section 2601, et seq.) and any other federal, state or local laws relating to the
174 environment, natural resources, or public health and safety (collectively the "Laws"). Buyer on behalf of itself and its
175 successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates,
176 Seller's investment manager, management company, broker, and the partners, trustees, beneficiaries, shareholders,
177 members, managers, directors, officers, employees and agents of each of them, and their respective heirs, successors,
178 personal representatives and assigns, from and against any and all demands, claims, legal or administrative proceedings,
179 losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including without limitation,
180 attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising out of, relating to
181 or resulting from the Condition or the Laws. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN
182 REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE IN CONNECTION WITH THIS AGREEMENT AND THAT
183 SUCH COUNSEL HAS EXPLAINED TO BUYER THE PROVISIONS OF THIS SECTION 4(D).

184 Buyer and its agents shall have the right to enter upon the Property upon reasonable advance notice and make all inspections
185 provided for herein. Buyer shall restore any damage to the Property resulting from the entry of Buyer or its agents to Seller's
186 satisfaction and shall indemnify, defend and hold harmless Seller as to any injury to persons or damage to their property resulting
187 from the negligence of Buyer or its agents in conducting their activities on the Property. Prior to accessing the Property, Buyer shall
188 provide Seller with evidence of commercial general liability insurance of not less than \$1,000,000.00 and naming Seller as an
189 additional insured. These obligations shall survive termination of this Agreement or Closing.

190 K. PRORATIONS AND SPECIAL ASSESSMENTS: Interest on any debt assumed or taken subject to, any rents, all other
191 income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as

(office use only)

192 of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements made to
 193 benefit the Property prior to the date of acceptance of this Agreement shall be paid by Seller at or before closing. At closing,
 194 Buyer will assume and agree to pay all special assessments for municipal improvements which are completed after
 195 acceptance of this Agreement.

196 L. **SALES EXPENSES:** All sales expenses are to be paid in cash prior to or at the closing as follows in addition to the other items
 197 described in this Agreement.

		(Check the applicable party who pays)	
ITEM		Seller	Buyer
200	1. Release of existing loans and recording releases	<u> X </u>	<u> </u>
201	2. Closing Fee	<u> X </u>	<u> X </u>
202	3. Preparation of Deed and Vendor's Affidavit	<u> X </u>	<u> </u>
203	4. New or assumed loan fees	<u> </u>	<u> </u>
204	5. Title search fee	<u> X </u>	<u> </u>
205	6. Title Policy Premium-Owner	<u> X </u>	<u> </u>
206	7. Title Policy Premium-Lender	<u> </u>	<u> </u>
207	8. Other Title Company Costs	<u> X </u>	<u> X </u>

208 M. **DEFAULT:** If Buyer breaches this Agreement, Seller may seek any remedy provided by law or equity, or terminate this Agreement
 209 and receive the Earnest Money as liquidated damages. If Seller breaches this Agreement, Buyer may terminate this Agreement and
 210 receive a refund of the Earnest Money, or Buyer may seek specific performance as its sole remedy at law or in equity. In the event
 211 of Seller default, Seller shall immediately be obligated to pay all brokerage commissions that would have been paid had this
 212 transaction closed. In the event of Buyer default, commissions may also be due and payable pursuant to the terms of the applicable
 213 brokerage agreements.

214 N. **DUTIES OF BUYER AND SELLER AT CLOSING:**

215 1. **At the closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, except as**
 216 **otherwise provided in this Agreement, the following:**

- 217 (A) A duly executed and acknowledged Special Warranty Deed conveying marketable title in fee simple to all of the Property, free and
 218 clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except Permitted
 219 Exception(s);
- 220 (B) A pro-forma Owner's Policy of Title Insurance or marked up title commitment (the "Title Policy") issued by the Title Company in
 221 the amount of the purchase price, dated as of closing, insuring Buyer's fee simple title to the Property to be marketable subject
 222 only to the Permitted Exception(s), and deleting the standard printed exceptions contained in the usual form of the Title Policy;
- 223 (C) An executed Vendor's Affidavit in form acceptable to the Title Company;
- 224 (D) A Bill of Sale, duly executed by Seller, containing warranties of title, conveying title, free and clear of all liens, to any personal
 225 property specified in Paragraph B;
- 226 (E) An assignment (the "Assignment"), duly executed by Seller, of leases, prepaid rents, security deposits, and trade name, and to
 227 the extent assignable, licenses and permits, warranties or guarantees, and to the extent agreed to be assumed by Buyer, all
 228 service, maintenance, management or other contracts relating to the ownership or operation of the Property. Such assignment
 229 shall include an indemnity from Seller in favor of Buyer with respect to all claims and obligations arising under such leases and
 230 contracts prior to the Closing Date. If Buyer does not agree to assume any such contract, then Seller shall deliver evidence of
 231 termination of such contract at closing and shall indemnify Buyer as to all claims and obligations thereunder;
- 232 (F) A current rent roll duly certified by Seller and any security or tenant deposits, if applicable;
- 233 (G) Evidence of its capacity and authority for the closing of this transaction;
- 234 (H) Certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property
 235 Tax Act, or consent to withhold tax from the proceeds of sale as required, unless it is established that the transaction is
 236 exempt;
- 237 (I) A Sales Disclosure Form as required by law ("SDF").
- 238 (J) All other executed documents necessary to close this transaction.

239 2. **At the closing, Buyer shall perform, at Buyer's sole cost and expense, except as otherwise provided in this Agreement, the**
 240 **following:**

- 241 (A) Pay the cash portion of the purchase price in the form of a cashier's check (if the Purchase Price is under \$10,000) or other immediately
 242 available funds. If purchase price is \$10,000 or more, the funds shall be wired unconditionally to closing agent's escrow account;
- 243 (B) Execute any note(s) and mortgage(s) and cause the funds to be made available to the closing agent for disbursement;
- 244 (C) Provide evidence of its capacity and authority for the closing of this transaction;
- 245 (D) Provide to Buyer's lender any title policy as required by the holder(s) of the mortgage(s);
- 246 (E) The Assignment. Such assumption agreement shall include an indemnity from Buyer in favor of Seller as to claims and obligations arising
 247 under such leases and contracts assumed by Buyer from and after the Closing Date;
- 248 (F) The SDF.
- 249 (G) Execute all other documents necessary to close this transaction.

250 O. **CONDEMNATION:** Seller shall promptly notify Buyer in writing of the commencement of any condemnation proceedings against any portion of
 251 the Property. If such condemnation proceedings are commenced, Buyer, at its option, may (1) terminate this Agreement by written notice to Seller
 252 within seven (7) days after Buyer is advised of the commencement of condemnation proceedings, or (2) appear and defend in any condemnation
 253 proceedings, and any award shall, at Buyer's election, (a) become the property of Seller and reduce the purchase price by the same amount or (b)
 254 shall become the property of Buyer and the purchase price shall not be reduced.

255 P. **MISCELLANEOUS:**

- 256 1. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as received by
 257 facsimile (with a copy sent by United States mail), express courier or United States mail (postage prepaid, certified and return receipt
 258 requested) addressed to Seller or Buyer or their designee at the address set forth below the signature of each party. If no address is
 259 listed, then the address of the registered agent filed with the applicable Secretary of State for entities and the address of
 260 his/her broker for any individual.
- 261 2. This Agreement shall be construed in accordance with the laws of the State of Indiana.

(office use only)

- 262 3. Time is of the essence. Time periods specified in this Agreement and any addenda are calendar days and shall expire at 11:59 p.m. of the
- 263 date stated unless the parties agree otherwise in writing.
- 264 4. This Agreement is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives,
- 265 successors, and assigns. Buyer may not assign this Agreement without the consent of Seller. No assignment of this Agreement shall release
- 266 a party from liability for its obligations hereunder.
- 267 5. If any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality,
- 268 or unenforceability shall not affect any other provision.
- 269 6. This Agreement constitutes the entire agreement of the parties and cannot be changed except by their written consent.
- 270 7. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission
- 271 to a Multiple Listing Service or other advertising media, if any, to publish information regarding this transaction.
- 272 8. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan
- 273 brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors and
- 274 contractors. Broker(s) has no responsibility for the performance of any service provider and/or inspector. Buyer and Seller
- 275 are free to select providers/inspectors other than those referred or recommended to them by Broker(s).
- 276 9. Buyer discloses to Seller that Buyer is licensed and holds License # _____ . Seller discloses to
- 277 Buyer that Seller is licensed and holds License # _____ .
- 278 10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.
- 279 11. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Agreement
- 280 shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
- 281 12. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that
- 282 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
- 283 document shall be promptly executed and/or delivered. This Agreement may be executed simultaneously or in two or more
- 284 counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 285 13. Each person executing this Agreement on behalf of a party represents and warrants that he or she has been authorized by all
- 286 necessary action to execute and deliver this Agreement on behalf of such party.

287 Q. SECTION 1031 EXCHANGE: Buyer and Seller acknowledge that either might wish to complete the transaction contemplated

288 hereby as part of a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer and Seller each shall

289 cooperate with the other's 1031 exchange and execute any documents reasonably required in connection therewith, provided no

290 liability, delay or cost is associated therewith or results therefrom. In the case of any such 1031 exchange this Agreement may be

291 assigned to the qualified intermediary in such transaction.

292 R. FURTHER CONDITIONS (List any additional provisions): _____

293 _____

294 -Phase 1 Environmental Study shall be ordered/completed within 30 days of approval of study expense by Elkhart City

295 Redevelopment Commission in it's monthly meeting (likely approval date of 1/9/2025).

296 _____

297 -Sale is contingent on approval and ratification of sales contract by Elkhart City Redevelopment Commission at a

298 public meeting on or before 2/13/2025.

299 _____

300 -Sales contract is subject to review and approval by Elkhart city Redevelopment Commission's legal counsel on or

301 before 1/15/2025.

302 _____

303 -Buyer has entered into a Buyer's Exclusive Agency Contract with Buyer's Broker. Pursuant to that contract buyer is

304 obligated to pay Broker. Buyer hereby requests that Seller pay Buyer's monetary obligation to Buyer Broker 3% of the

305 purchase price pursuant to Buyer's Exclusive Agency Contract.

306 _____

307 _____

308 _____

309 _____

310 S. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they

311 should seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In

312 any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental

313 engineer, or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos,

314 hazardous and/or toxic materials and underground storage tanks.

315 T. CONFIRMATION OF AGENCY RELATIONSHIPS: Buyer and Seller acknowledge that each has received agency office policy

316 disclosures, had agency explained and now confirm their agency relationships. Buyer and Seller further acknowledge that they

317 understand and accept agency relationships involved in this transaction.

318 U. TERMINATION OF OFFER: Unless accepted by Seller and delivered to Buyer by _____ (A.M.) (P.M.)

319 (Noon), the _____ 18th _____ day of _____ December _____, 2024, this Purchase Agreement shall

320 be null and void and all parties shall be released of any and all liability or obligations.

321 _____

322 *[Handwritten Signature]* _____ 12/13/24 _____

323 BUYER'S SIGNATURE _____ BUYER'S SIGNATURE _____ DATE _____ DATE _____

324 _____

325 PRINTED _____ PRINTED _____

326 *[Handwritten Signature]* _____

327 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER _____ (AREA CODE) TELEPHONE NUMBER/FAX NUMBER _____

328 _____

329 BUYER'S ADDRESS FOR NOTICE PURPOSES _____

_____ (office use only)

ACCEPTANCE OF PURCHASE AGREEMENT

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SELLER'S RESPONSE: (Check appropriate paragraph number):

On 12/15/2024, at 12/15/2024, 11:57:18 AM EST A.M. P.M. Noon

- 1. The above offer is Accepted.
- 2. The above offer is Rejected.
- 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.

<u>Scott Martin</u>	<u>12/15/2024</u>	<u>Georgia Martin</u>	<u>12/15/2024</u>
SELLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
<u>Scott Martin</u>		<u>Georgia Martin</u>	
PRINTED		PRINTED	
<u>(AREA CODE) TELEPHONE NUMBER/FAX NUMBER</u>		<u>(AREA CODE) TELEPHONE NUMBER/FAX NUMBER</u>	
<u>SELLER'S ADDRESS FOR NOTICE PURPOSES</u>			



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PURCHASE AGREEMENT EXHIBIT A
COMMERCIAL-INDUSTRIAL REAL ESTATE
For use only by members of the Indiana Association of REALTORS®

349 Property Legal Description: _____
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PURCHASE AGREEMENT EXHIBIT B
COMMERCIAL-INDUSTRIAL REAL ESTATE
For use only by members of the Indiana Association of REALTORS®

- 404 (1) All leases and service or maintenance contracts, including all amendments and modifications of any of the foregoing for the
405 Property;
- 406 (2) The most recent title insurance policy relating to the Property, together with all documents evidencing the title exceptions
407 referenced therein or to be referenced in the Title Commitment;
- 408 (3) The prior Survey, if any;
- 409 (4) Copies of all environmental reports, soil reports and engineering reports relating to the condition of the Property;
- 410 (5) List of tangible personal property;
- 411 (6) All permits, licenses and certificate of occupancy with respect to the operation, use and occupancy of the Property; and
- 412 (7) List and description of all pending lawsuits and governmental proceedings affecting or relating to the Property.



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REPRESENTATIONS AND WARRANTIES OF SELLER ADDENDUM
COMMERCIAL - INDUSTRIAL REAL ESTATE

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

1 Date: December 11, 2024

2
3 This Addendum is attached to and made a part of the Purchase Agreement dated December 11, 2024, on the
4 Property commonly known as 812 S Main, Elkhart, IN 46516 in
5 Elkhart County, Elkhart, Indiana, 46516.
6

7 A. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller represents and warrants to Buyer as follows:

- 8 1. There are no parties in possession of any portion of the Property as lessees, tenants at will, or otherwise except tenants
9 under the written leases which shall be or have been delivered to Buyer (pursuant to the Leased Property Addendum)
10 (within days of acceptance of the Purchase Agreement);
11 2. To the best of Seller's knowledge, there is no pending or threatened taking by way of condemnation, eminent domain or
12 similar proceedings or assessments for new municipal improvements against the Property. To the best of Seller's
13 knowledge, there is no action pending or threatened by any governmental body, adjacent landowners or other persons
14 which would in any way limit the existing use of the Property or diminish its value;
15 3. Seller is the owner of fee simple title to the Property subject to exceptions set forth in the Commitment;
16 4. Seller is not in default under any mortgage encumbering the Property;
17 5. There will be no monetary liens, encumbrances or security interests against any of the Property which will not be satisfied
18 at or prior to closing;
19 6. To the best of Seller's knowledge, there is no existing condition with respect to the Property or its operation which violates
20 any order, code, rule, statute, ordinance or regulation of any court or governmental authority;
21 7. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access
22 from the Property to any presently existing public highway or road adjoining or encumbering the Property or to any existing
23 sewer, water or other utility facility serving the Property;
24 8. Seller shall not further encumber, or allow the encumbrance of, the title to the Property or modify the terms or conditions
25 of any existing encumbrance without the written consent of Buyer;
26 9. Seller has not received and has no knowledge of any notice from any insurance company requiring performance of work
27 or increasing the insurance premium due to an existing condition at the Property;
28 10. Seller has all licenses, permits and approvals required by any code, rule, statute, ordinance or regulation of any
29 governmental authority for the existing use and operation of the Property;
30 11. There is no attachment, execution, assignment for the benefit of creditors, or voluntary or involuntary proceeding in
31 bankruptcy or under any other debtor relief laws contemplated by, pending or threatened against Seller or the Property;
32 12. The Property (has) (has not) been designated as a historic landmark and (is) (is not) located in a Historic District.
33 13. Additional Representations and Warranties:
34

35 B. SURVIVAL: Unless waived, these representations and warranties shall be deemed affirmed as of the Closing Date and shall
36 survive the closing (indefinitely) (for a period of (days) (years)). If, at or before
37 closing, any representation or warranty is discovered by Buyer to be untrue, and Buyer fails to object, the untrue
38 representation or warranty shall be deemed waived and shall not survive the closing. If Buyer objects to the untrue
39 representation or warranty, Buyer shall give written notice to Seller at or before closing, and Seller shall have a reasonable
40 period of time, not to exceed days, to take corrective action so as to make the representation or warranty true,
41 and the Closing Date shall be extended, if necessary. If the Seller fails or refuses to so act, Buyer may either terminate this
42 Agreement and receive a refund of the Earnest Money or waive the untrue representation or warranty and close the
43 transaction.
44

45 [Signature] 12/13/24 BUYER'S SIGNATURE DATE
46 [Signature] Scott Martin 12/15/2024 SELLER'S SIGNATURE DATE

47 [Signature] Commission Scott Martin
48 PRINTED PRINTED

49 [Signature] Georgia Martin 12/15/2024
50 BUYER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

51 [Signature] Georgia Martin
52 PRINTED PRINTED



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RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING ENVIRONMENTAL
TESTING OF AT 812 SOUTH MAIN STREET AND APPROPRIATING FUNDS

Whereas, The Commission entered into a Purchase Agreement to acquire 812 South Main Street (the "Property"), and desires to employ Heron Environmental, LLC ("Heron") to perform Phase 1 and 2 environmental site assessments on the Property (the "Services"), as outlined in the attached Engagement Letter (the "Agreement"); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Heron to provide the Services described in the Agreement.
2. The Commission approves the form and content of the Agreement and all attachments and exhibits thereto.
3. The Commission approves the Fee of \$9750.00 specified in the Agreement, and appropriates the sum of \$9750.00 from the Brownfield Fund to cover the cost of the Services. Any unused funds remaining after completion of the Services will be returned to the appropriate fund.
4. The Commission authorizes its officers to execute and deliver the Agreement and to do all acts which they deem necessary and desirable to carry out the terms and obligations contemplated therein.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF JANUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/18/24
Re: 812 S Main Phase I and II

Staff has requested a quote for Phase I and II environmental assessments from Heron Environmental LLC for the property at 812 S Main St. Attached is the proposal, Staff requests the Commission appropriate \$9,750 from the Brownfield fund to cover the cost of the work.



December 18, 2024

Adam Fann
Assistant Director of Redevelopment
City of Elkhart
229 S. Second St.
Elkhart, IN 46516

RE: Proposal for Phase I and Phase II Environmental Site Assessments
812 S. Main Street, Elkhart, Indiana
Heron Proposal No. 24-0593

Heron Environmental, LLC (HERON) is pleased to provide this Proposal to complete Phase I and Phase II Environmental Site Assessments at the commercial property located at 812 S. Main Street, in Elkhart, Indiana (the Property). The Property is identified as Parcel No. 20-06-08-227-006.000-012, totaling approximately 1.14-acres and currently developed with a commercial car wash. HERON understands that the City of Elkhart is considering acquisition of the Property and a Phase I Environmental Site Assessment Report will be completed to assist the prospective purchaser in satisfying one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability, the "landowner liability protections (LLPs)", which is the practice that constitutes all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined at 42 U.S.C. §9601(35)(B). In performing the assessment Heron will conform with the ASTM E1527-21 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process", which defines good commercial and customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to contaminants within the scope of the (CERCLA) and petroleum products, taking into account commonly known or reasonably ascertainable information.

Based on the Property being historically developed with an automotive service and fueling station, this proposal also includes an estimated scope of work and costs for completion of a Phase II Environmental Site Assessment.

HERON proposes up to eight soil borings to be advanced the Property. The actual number and placement of the borings will be determined based on the historical review completed as part of the Phase I. Prior to boring advancement, public utilities will be located by Indiana Underground Plant Protection Services (IUPPS) and a private utility locator will use ground penetrating radar (GPR) to clear the boring locations of any potential unmarked utilities or other potential subsurface obstructions and to aid in the identification of any potential remaining underground storage tanks.

Borings will be completed using a hydraulically driven, direct push sampling probe until groundwater is encountered or total depths of 30-feet below ground surface (ft. bgs). Borings will be advanced in 5-foot intervals with soil samples collected from every 2-foot interval and split into two portions. For each sample, one portion will be placed directly into laboratory-provided 4-ounce glass jars and placed on ice in a cooler, while the other portion will be placed in a plastic baggie for field screening. Field screening will be completed with a photoionization detector (PID) to detect the presence of volatile organic vapors (VOVs) in parts per million (ppm). Soil conditions and field screening results will be recorded on soil boring logs completed for each boring. If field screening identifies elevated VOVs of 10 ppm or higher, one soil sample from that boring that demonstrates the highest field screening result will be submitted for laboratory analysis of volatile organic compounds (VOCs) via US EPA Method 5035/8260, polyaromatic hydrocarbons (PAHs) via US EPA Method 8270, and lead via US EPA Methods 6010. **For the purpose of this proposal, it is assumed that six soil samples will be submitted for laboratory analysis.**

A temporary well will be installed in each direct push borehole using a 10-foot section of 1.0-inch diameter, 0.010-inch slotted screen PVC placed at a depth to straddle the groundwater interface and completed to the surface with 1.0-inch diameter PVC riser. A peristaltic pump will be used to pump the well until discharge becomes relatively free of suspended particles and groundwater samples from each boring will be collected into laboratory supplied containers and submitted for analysis of VOCs via US EPA Method 8260, PAHs via US EPA Method 8270, and lead via US EPA Methods 6020. Following sample collection, each temporary well will be removed, and the borehole backfilled with bentonite chips. **For the purpose of this proposal, it is assumed that eight groundwater samples will be submitted for laboratory analysis.**

Reporting

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

A Phase II Environmental Site Assessment Report will be prepared to document all sample collection procedures and results. The results of the analysis of the soil and groundwater samples will be compared to the current Indiana Department of Environmental Management (IDEM) Risk-Based Closure Guide (R2) published levels and a discussion of the results will be provided.



COST and SCHEDULE

Heron proposes the following fee schedule for completion of the work described herein:

Phase I Environmental Site Assessment (lump sum)	\$1,400
<u>Phase II Environmental Site Assessment</u>	
Drilling Contractor	\$2,550
Private Utility Locator/GPR Scan	\$ 850
Coordination and Sample Collection Activities	\$ 800
Laboratory Analysis	\$3,430
Report Preparation	<u>\$ 720</u>
Phase II Costs	\$8,350

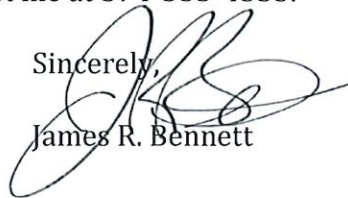
The Phase II Costs outlined here should be considered a maximum that will not be exceeded without prior Client authorization. The Costs assume the Scope of Work presented herein will be sufficient in assessing the Property; however, additional information may be collected during the completion of the Phase I Environmental Site Assessment that may warrant changes to the number of borings, laboratory analysis, and/or addition of vapor intrusion assessment, and Client will be notified upon determination of such. Additionally, in the event of unforeseen expenses or delays the Client will be notified immediately and changes, if necessary, to these costs will be provided.

The Phase I Environmental Site Assessment will be completed on a 3-week schedule from the date of authorization. The Phase II field services will also be scheduled upon authorization and will be subject to drilling contractor availability, with anticipated completion within 4 to 6 weeks of authorization. Laboratory analysis will be completed on a standard 7-business day turnaround. The assessment report will be provided within 5-business days of receipt of laboratory results. Project completion is anticipated to be 6 to 8 weeks from authorization.

AUTHORIZATION

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

Sincerely,



James R. Bennett





RE: Proposal for Phase I and Phase II Environmental Site Assessments
Commercial Property
812 S. Main Street, Elkhart, Indiana
Heron Proposal No. 24-0593

Date:

Authorized by (name and title) "Client":

Signature:

Company:

Billing Address:

Phone:

Email:

Property Contact (name and number/email):

STANDARD TERMS & CONDITIONS

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

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

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

COUNTY OF ELKHART RESOLUTION NO. CO-2025-_____
ELKHART DEPARTMENT OF REDEVELOPMENT RESOLUTION NO. _____

**JOINT RESOLUTION OF THE COUNTY OF ELKHART, INDIANA AND
THE CITY OF ELKHART, INDIANA DEPARTMENT OF REDEVELOPMENT
PURSUANT TO I.C. §36-1-11-8**

WHEREAS, the County of Elkhart, Indiana (“County”) recently conducted and completed its 2024 tax sale pursuant to Indiana Code §6-1.1-24 et seq.;

WHEREAS, certain real estate in Elkhart County, Indiana was offered for sale in the 2024 tax sale and an amount was not received nor bid equal to or in excess of the minimum sales price prescribed by Indiana Code §6-1.1-24-5(e);

WHEREAS, County has acquired a lien in the amount of the minimum sales price with respect to the subject real estate identified by the parcel numbers shown in Exhibit A, which is attached hereto and incorporated herein by reference;

WHEREAS, the Elkhart County Auditor has issued tax sale certificates to the County for the subject real estate identified on Exhibit A pursuant to Indiana Code §6-1.1-24-6 and §6-1.1-24-9;

WHEREAS, the City of Elkhart, Indiana for the use and benefit of its Department of Redevelopment (“City”), has expressed an interest in acquiring the Exhibit A real estate in order to facilitate a possible redevelopment of the Exhibit A real estate for the betterment of the County and the City;

WHEREAS, Indiana Code §36-1-11-8 contemplates the transfer of interests in real estate between governmental entities upon terms and conditions agreed upon by the entities as evidenced by the adoption of a substantially identical resolution by each entity;

NOW, THEREFORE, BE IT DETERMINED, ESTABLISHED, AND RESOLVED JOINTLY BY THE COUNTY OF ELKHART, INDIANA AND THE CITY OF ELKHART, INDIANA DEPARTMENT OF REDEVELOPMENT AS FOLLOWS:

1. Following the approval and execution of this Joint Resolution by the County and the City, the County agrees to assign the original Certificates of Sale for the real estate identified on Exhibit A, to the “City of Elkhart, Indiana Department of Redevelopment.”

2. The City agrees to follow and comply with the required statutory procedures for the issuance of a tax title deed for the Exhibit A real estate pursuant to Indiana Code §6-1.1-25 et seq. The City agrees to indemnify, defend, and hold harmless the County from any and all claims,

demands, actions, causes of action, and liabilities of any nature whatsoever arising from City's actions and/or omissions with respect to its obtaining and attempting to obtain a tax title deed to the Exhibit A real estate and from all judgments therefore, and for all expenses in defending or appealing said matters, including without limitation court costs, attorney fees, and other expenses.

3. In the event City is unsuccessful in obtaining a tax title deed to all or any part of the Exhibit A real estate and/or all or any part of the Exhibit A real estate is redeemed prior to the issuance of a tax title deed pursuant to Indiana Code § 6-1.1-25 et seq., City shall return the Certificates of Sale to the County for any of the Exhibit A real estate parcels for which the City does not obtain a tax title deed. City shall have no right nor remedy against the County for any reason whatsoever in the event City is unsuccessful in obtaining a tax title deed for all or any part of the Exhibit A real estate. In the event that all or any part of the Exhibit A real estate is redeemed prior to the issuance of a tax title deed pursuant to Indiana Code § 6-1.1-25 et seq., the proceeds of the redemption received by the County shall be applied as required by law irrespective of and as if this Joint Resolution did not exist.

RESOLVED this ____ day of _____, 2025, by the County of Elkhart, Indiana.

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By _____
Brad Rogers, President

By _____
Suzanne Weirick, Vice-President

By _____
Bob Barnes, Member

ATTEST:

Patricia A. Pickens
Elkhart County Auditor

RESOLVED this ____ day of _____, _____, by the City of Elkhart, Indiana
Department of Redevelopment.

CITY OF ELKHART, INDIANA
DEPARTMENT OF REDEVELOPMENT

By: _____
Sandi Schreiber, President

By: _____
Dina Harris, Secretary

ATTEST:

Sherry Weber, Clerk

EXHIBIT A

Parcel Number 06-05-331-040-012

Parcel Number 06-05-376-022-012

Parcel Number 06-05-381-002-012

Parcel Number 06-08-208-001-012

Parcel Number 06-08-282-016-012

Parcel Number 06-09-278-008-012

Parcel Number 06-09-278-010-012

Parcel Number 06-09-278-011-012

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/18/24
Re: County Tax Sale Property Transfer Acceptance

Staff has been working with the County to transfer several parcels to the Commission that lie within a TIF or project area. Attached is a joint resolution to be signed by the Commission accepting the parcels that will then be sent to the County for signatures to complete the transfer.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CONTRACT FOR SECURITY FENCE AT 613 DR. KING DRIVE AND APPROPRIATING FUNDS

Whereas, The Commission owns the real estate at 613 Dr. King Drive in the City of Elkhart, commonly referred to as the Roundhouse Property (the "Real Estate") and is in the process of clearance of the site in preparation for further development; and

Whereas, during that process trenches and tunnels have been exposed and staff has determined that a Security Fence needs to be installed to limit access and protect the public from injury (the "Services") and staff has recommended approval of the Milestone Fence LLC proposal and contract to perform that work at a cost of \$22,425.01 (the "Proposal"), and an appropriation of \$30,000 to cover any contingencies that may arise;

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the be Proposal and contract be approved, and the funds appropriated to pay the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Proposal and form of Contract and awards the contract to Milestone Fence LLC to perform the Services.
2. The Commission appropriates the sum of \$30,000.00 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the Services, with any unused funds to be returned to the appropriate account.
3. The Officers of the Commission are authorized to execute the Contract for the Services and such other Agreements as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF JANUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 12/20/24
Re: Roundhouse Property Fence

The Department of Redevelopment is requesting permission to award a contract to Milestone Fence LLC for the installation of a fence at the city-owned roundhouse property.

The Environmental Protection Agency (EPA) recently completed a soil contamination remediation project on the roundhouse property which has exposed trenches and tunnels that were underneath a former roundhouse structure. The EPA has secured this area with approximately 1,500' of temporary fence to prohibit access and the potential for injury to the public should anyone trespass onto this city-owned property. The EPA is requesting the City provide their own security measures for this area as the fence they have provided is rented and will be removed in early 2025.

On November 21, 2024 redevelopment staff requested fence quotes from four fencing contractors and received two replies.

Contractor	Quote Amount
Specialties Company	\$40,875.00
Milestone Fence LLC	\$21,475.20

On December 18, 2024 Milestone Fence LLC was notified of providing the lowest responsible and responsive quote for the fence project.

We are requesting the Redevelopment Commission allow the Department of Redevelopment to contract with Milestone Fence LLC and appropriate an amount not to exceed \$30,000 for the installation of a fence at the former Roundhouse site in order to allow the EPA to remove their temporary fence and to prohibit access to the areas exposed by the remediation project.



1318 S
SIXTH ST.

S 6th St

613 DR
KING DR

601 WAGNER

7th St

706 W INDIANA

Wagner Ave

WAGNER

731 WAGNER

WAGNER

WAGNER

807
WAGNER

800 WAGNER

WAGNER

3RD STREET

MASON



MILESTONE FENCE LLC

3723 N. Home St.
Mishawaka, IN 46545
(P) 574-259-3101
(F) 574-259-3104
www.MilestoneFence.com



Hello JACOB WOLGAMOOD,

Please see attached Estimate for your approval and signature. Once approved, please sign the document by clicking the link provided in the email.

Conditions:

- Contract must be signed and a 50% deposit made. In some cases, the deposit may be waived in exchange for a signed Purchase Order. This does not apply to residential customers.
- Issuing a Purchase Order will be considered as Notice to Proceed and acceptance of all Terms and Conditions.
- All dates are tentative and subject to change due to weather, underground utility locates and ETC...
- Once contract is signed and materials are ordered, contract is not subject to cancellation due to date discrepancies as all dates are tentative.
- Milestone Fence takes care of obtaining all fencing permits. Generally, the price is figured into your estimate. If the cost of permit is not figured into your estimate, the permit fee will be added to the final invoice.
- Customer is responsible for getting property surveyed. If customer fails to get property surveyed, it is the customers responsibility to stake out and sign off on the location of the fence lines. By signing, customer accepts the responsibility for all costs incurred to have the fence materials moved due to conflict with the property lines.
- Milestone Fence will call in all public underground utility locates prior to beginning the proposed work. It is required by law to have all utility lines marked prior to digging of any type.
- customer is responsible to inform Milestone Fence of any private utility lines that will not be located by a standard utility locating company, including but not limited to, private electric, gas, cable/fiber optic, water/sewer, phone or septic. If private utilities are present, a private locate must be done prior to starting work. If private locates need to be done, it will be at the customers expense. If the customer declines to have private locates done, Milestone Fence will order a private locate to be done and any fees and expenses associated with said locate will be added to the final invoice. If damage occurs during the course of installation, the expense for repair will be borne by the customer only.
- During the course of this job, any change or addition requested by the customer that is not part of the accepted proposal but becomes part of the scope of work, will have a change order written and signed by the customer and a representative of Milestone Fence. No additional materials or labor will be ordered until a signed change order is received. Additional material and labor cost will be added to the final invoice.
- Once contract is signed, customer is subject to a 25% restocking fee for materials in the event of cancellation for any reason. All materials are special order.
- Contract must be paid in full upon completion of work. All balances are considered delinquent after 30 days. (Unless otherwise specified)
- Customer understands there is no warranty on wood fence materials and all manufacturer warranties only cover materials, not labor. It will be the customer's responsibility to cover labor warranty issues.

Terms:

- Customer is to pay invoice in full at the time of completion unless otherwise specified in writing.
- A finance charge of 1.5% per month, which is the annual percentage rate of 18%, will be applied to previous balance due.

- Milestone Fence LLC reserves the right to place a lien on the property if payment is delinquent.
- Customer agrees he/she shall be liable for all court costs, attorney's fees and expenses incurred by Milestone Fence LLC in the collection of any amount due it for work performed and materials supplied pursuant to this contract.
- In the case payment is not made as specified, Milestone Fence LLC reserves the right to possess all materials used on this job without recourse.
- In the case that repossession of these materials occurs, customer agrees that he/she is responsible for all labor costs and fees associated with said repossession.
- repossession fees will be billed separately and are subject to the same Terms and Conditions.

-

Thanks,

Chris Loftus

By signing below, I agree to the above Terms and Conditions

Signature:

JACOB WOLGAMOOD

Kelli Browne

Kelli Browne
7d632109-6303-4f74-9d64-2fc...

12/19/2024

OPINION OF CONSTRUCTION COSTS

Milestone Fence LLC
 3723 N. Home St.
 Mishawaka, IN 46545
 (574) 259-3101

Sales Representative
 Chris Loftus



MILESTONE FENCE
 WWW.MilestoneFence.com

CITY OF ELKHART
 Job # - CITY OF ELKHART - ROUNDHOUSE FENCE
 JACOB.WOLGAMOOD@COEI.ORG
 Elkhart, IN

Estimate #	2911
Date	12/19/2024

**Opinion of Construction Costs
 Costs Estimate**

Description	Unit of Measure	Amount
FURNISH AND INSTALL 1500'LF OF 6' TALL GALVANIZED CHAIN LINK FENCE TO CLOSE OFF AREA, WITH 11-1/2GA WIRE, TOP TENSION WIRE, AND CORNERS WITH BRACE RAILS	Items	\$21,475.01
ADD FOR (1) 8' SINGLE GATE	Items	\$700.00
ADD FOR HOURLY RATE PER OCCURRENCE FOR UNAVOIDABLE BURIED OBJECTS	Items	\$250.00

NO MOW STRIP, SURVEY(S), GROUNDING, TAX, PRIVATE LOCATES, HYDROVACING, CORE DRILLING OR STAMPED SUBMITTALS INCLUDED IN BID.

Price Increases. SUPPLIER may, at any time during the term of this Agreement, increase the prices of the Product by providing BUYER with written notice. Written notice will be sent to you via email and the added cost for the materials will be added to your final invoice.

ALL QUOTED PRICES ASSUME CASH PAYMENT. Our credit card processor has instituted a 3.49% fee to cover the increasing costs of accepting card payments.

Your estimated installation date is APPROXIMATELY 4-6 weeks from the date your deposit/signed contract/PO is received. Many factors are taken into consideration when scheduling and natural causes may affect your estimated installation date.

This estimate is not guaranteed. The price provided in the estimate is an approximation of the project requirements as described by the client. The actual cost may change after all the project elements have been negotiated and finalized.

JACOBWOLGAMOOD will be notified of any such changes in cost in advance. This estimate remains valid for THIRTY (30) days.

Utility locates will be requested by Milestone Fence LLC and must be completed before installation.

The Salesperson will finalize all project elements including materials, measurements, placement, and job site analysis. The Salesperson will then provide you with a final Quote and Contract. Final Quotes are valid for thirty (30) days.

ESTIMATE DETAILS

Sub Total	\$22,425.01
Total	\$22,425.01

PER OCCURRENCE RATE IS COST FOR 1HR. TOTAL CHARGE WILL REFLECT # OF HOURS NEEDED, IF ANY

CUSTOMER IS RESPONSIBLE FOR CLEARING OF ANY OBSTACLES FROM FENCE LINE SUCH AS TREES, STUMPS, SHRUBS, ETC., AND FOR ANY PRIVATE LOCATING NOT COVERED BY NORMAL UTILITY LOCATE SERVICES, PRIOR TO WORK BEGINNING.

All poisonous vines (poison ivy, poison oak, etc...) must be removed from the existing fence and all surrounding areas before installation. If we arrive to install and they have not been removed, your project will be on hold until they have been removed and you notify the office that the property is ready.



ROUNDHOUSE PROPERTY FENCE
CONTRACT

This Agreement is made and entered into this 14th day of January, 2025, by and between the **CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT, acting by and through its Redevelopment Commission** (“CITY”), and **MILESTONE FENCE LLC** (“CONTRACTOR”).

RECITALS:

WHEREAS, the CITY desires to provide a fence securing the area around 613 Dr. King Drive, in the City of Elkhart, commonly referred to as the Roundhouse Property; and

WHEREAS, the CITY desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the furnishment and installation of a security fence; 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 fence installation, permits, bonds, and licenses; and the coordination of any and all activities in conjunction with the 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 fence installation. This may include, but is not limited to, securing the site with an appropriate temporary fence, security personnel, and the installation of cameras. The duration period begins once the CONTRACTOR enters the property to begin fence installation and does not end until the CITY has verified completion of the fence installation.
- 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.
- 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. CONTRACTOR is responsible for obtaining utility locates for the project prior to any construction activity.
- G. Furnish and install approximately one thousand, five hundred linear feet of 6' tall galvanized chain link fence, 11-1/2 ga. top tension wire, corners with brace rails, and one 8' tall gate to close off the foundation area of the former roundhouse.
- H. CONTRACTOR shall notify the City of Elkhart Redevelopment Department that the work is complete and arrange for an inspection of the property.
- I. 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 **\$22,425** upon inspection and approval by the CITY. Upon inspection and approval by the CITY, an additional hourly amount of **\$250** will be paid to the CONTRACTOR for each occurrence of an unavoidable buried object prohibiting fence post installation. No payment shall be made until the CITY's inspection reveals that the work is entirely completed. An invoice must be submitted 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.

City of Elkhart, Department of Redevelopment

Acting through its Redevelopment Commission

By:

Sandra Schreiber, President

By:

Dina Harris, Secretary

Signature of Contractor

Printed Name

Address

City, State, Zip



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. Project Location





MILESTONE FENCE LLC

3723 N. Home St.
Mishawaka, IN 46545
(P) 574-259-3101
(F) 574-259-3104
www.MilestoneFence.com



Hello CITY OF ELKHART DEPT. OF REDEVELOPMENT,

Please see attached Estimate for your approval and signature. Once approved, please sign the document by clicking the link provided in the email.

Conditions:

- Contract must be signed and a 50% deposit made. In some cases, the deposit may be waived in exchange for a signed Purchase Order. This does not apply to residential customers.
- Issuing a Purchase Order will be considered as Notice to Proceed and acceptance of all Terms and Conditions.
- All dates are tentative and subject to change due to weather, underground utility locates and ETC...
- Once contract is signed and materials are ordered, contract is not subject to cancellation due to date discrepancies as all dates are tentative.
- Milestone Fence takes care of obtaining all fencing permits. Generally, the price is figured into your estimate. If the cost of permit is not figured into your estimate, the permit fee will be added to the final invoice.
- Customer is responsible for getting property surveyed. If customer fails to get property surveyed, it is the customers responsibility to stake out and sign off on the location of the fence lines. By signing, customer accepts the responsibility for all costs incurred to have the fence materials moved due to conflict with the property lines.
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- customer is responsible to inform Milestone Fence of any private utility lines that will not be located by a standard utility locating company, including but not limited to, private electric, gas, cable/fiber optic, water/sewer, phone or septic. If private utilities are present, a private locate must be done prior to starting work. If private locates need to be done, it will be at the customers expense. If the customer declines to have private locates done, Milestone Fence will order a private locate to be done and any fees and expenses associated with said locate will be added to the final invoice. If damage occurs during the course of installation, the expense for repair will be borne by the customer only.
- During the course of this job, any change or addition requested by the customer that is not part of the accepted proposal but becomes part of the scope of work, will have a change order written and signed by the customer and a representative of Milestone Fence. No additional materials or labor will be ordered until a signed change order is received. Additional material and labor cost will be added to the final invoice.
- Once contract is signed, customer is subject to a 25% restocking fee for materials in the event of cancellation for any reason. All materials are special order.
- Contract must be paid in full upon completion of work. All balances are considered delinquent after 30 days. (Unless otherwise specified)
- Customer understands there is no warranty on wood fence materials and all manufacturer warranties only cover materials, not labor. It will be the customer's responsibility to cover labor warranty issues.

Terms:

- Customer is to pay invoice in full at the time of completion unless otherwise specified in writing.
- A finance charge of 1.5% per month, which is the annual percentage rate of 18%, will be applied to previous balance due.

- Milestone Fence LLC reserves the right to place a lien on the property if payment is delinquent.
- Customer agrees he/she shall be liable for all court costs, attorney's fees and expenses incurred by Milestone Fence LLC in the collection of any amount due it for work performed and materials supplied pursuant to this contract.
- In the case payment is not made as specified, Milestone Fence LLC reserves the right to possess all materials used on this job without recourse.
- In the case that repossession of these materials occurs, customer agrees that he/she is responsible for all labor costs and fees associated with said repossession.
- Repossession fees will be billed separately and are subject to the same Terms and Conditions.

-

Thanks,

Kelli Browne

(574) 259-3101

By signing below, I agree to the above Terms and Conditions

Signature:

CITY OF ELKHART DEPT. OF
REDEVELOPMENT

Kelli Browne

Kelli Browne
31b2b34d-15e3-4da6-ad2d-772...

01/06/2025

OPINION OF CONSTRUCTION COSTS

Milestone Fence LLC
 3723 N. Home St.
 Mishawaka, IN 46545
 (574) 259-3101

Sales Representative
 Kelli Browne
 (574) 259-3101
 kelli@milestonefence.com



MILESTONE FENCE
 WWW.MilestoneFence.com

CITY OF ELKHART - DEPT. OF REDEVELOPMENT
Job # - ROUNDHOUSE FENCE
(574) 552-4885
JACOB.WOLGAMOOD@COEI.ORG
Elkhart, IN

Estimate #	2919
Date	1/6/2025

**Opinion of Construction Costs
 Costs Estimate**

Description	Unit of Measure	Amount
FURNISH AND INSTALL 1500'LF OF 6' TALL GALVANIZED CHAIN LINK FENCE TO CLOSE OFF AREA, WITH 11-1/2GA WIRE, TOP TENSION WIRE, AND CORNERS WITH BRACE RAILS	Items	\$21,475.01
ADD FOR (1) 8' SINGLE GATE	Items	\$700.00
ADD FOR HOURLY RATE PER OCCURRENCE FOR UNAVOIDABLE BURIED OBJECTS	Items	\$250.00

*****NO MOW STRIP, SURVEY(S), GROUNDING, TAX, PRIVATE LOCATES, HYDROVACING, CORE DRILLING OR STAMPED SUBMITTALS INCLUDED IN BID.*****

Price Increases. SUPPLIER may, at any time during the term of this Agreement, increase the prices of the Product by providing BUYER with written notice. Written notice will be sent to you via email and the added cost for the materials will be added to your final invoice.

ALL QUOTED PRICES ASSUME CASH PAYMENT. Our credit card processor has instituted a 3.49% fee to cover the increasing costs of accepting card payments.

Your estimated installation date is APPROXIMATELY 4-6 weeks from the date your deposit/signed contract/PO is received. Many factors are taken into consideration when scheduling and natural causes may affect your estimated installation date.

This estimate is not guaranteed. The price provided in the estimate is an approximation of the project requirements as described by the client. The actual cost may change after all the project elements have been negotiated and finalized.

will be notified of any such changes in cost in advance. This estimate remains valid for THIRTY (30) days.

Utility locates will be requested by Milestone Fence LLC and must be completed before installation.

The Salesperson will finalize all project elements including materials, measurements, placement, and job site analysis. The Salesperson will then provide you with a final Quote and Contract. Final Quotes are valid for thirty (30) days.

Sub Total	\$22,425.01
Total	\$22,425.01

ESTIMATE DETAILS

PER OCCURRENCE RATE IS COST FOR 1HR. TOTAL CHARGE WILL REFLECT # OF HOURS NEEDED, IF ANY

Kelli Browne

CUSTOMER IS RESPONSIBLE FOR CLEARING OF ANY OBSTACLES FROM FENCE LINE SUCH AS TREES, STUMPS, SHRUBS, ETC., AND FOR ANY PRIVATE LOCATING NOT COVERED BY NORMAL UTILITY LOCATE SERVICES, PRIOR TO WORK BEGINNING.

All poisonous vines (poison ivy, poison oak, etc...) must be removed from the existing fence and all surrounding areas before installation. If we arrive to install and they have not been removed, your project will be on hold until they have been removed and you notify the office that the property is ready.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF ICE MILLER LLP TO PERFORM LEGAL SERVICES IN CONNECTION WITH THE RIVER DISTRICT ZONE 2

Whereas, The Commission is working on a project to create a new parking garage in the downtown which will serve numerous development areas of the City and desires to employ Ice Miller LLP to provide legal services which may include amendment or creation of development plans, creation of a new project tax allocation area and issuance of bonds, (the "Services"), as outlined in the attached Engagement Letter presented to and reviewed by the Commission (the "Agreement"); and

Whereas, the Commission has reviewed the Services to be performed in accordance with the proposed Agreement and believes it is in the best interest of the City and its inhabitants that Ice Miller LLP be employed to perform the Services and the Fee Agreement be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Ice Miller LLP, as Special Counsel, to provide the Services.
2. The Commission approves the form and content of the Agreement.
3. The Commission approves the Agreement with Ice Miller LLP.
4. The Commission authorizes its officers to execute and deliver the Agreement and do all acts which they deem necessary and desirable in furtherance of this Resolution.S

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF JANUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

November 11, 2024

WRITER'S DIRECT NUMBER: (317) 236-2268
fax: (317) 592-4671
internet: lisa.lee@icemiller.com

CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

VIA E-MAIL

Mr. Michael Huber
Development Services Director
City of Elkhart, IN
201 South 2nd Street
Elkhart IN 46516
E-mail: Mike.Huber@coei.org

Re: City of Elkhart, Indiana
Letter of Engagement of Ice Miller LLP

Dear Mike:

We are pleased you have asked us to serve as special counsel on the engagement described in this letter and appreciate the opportunity to serve you and the City of Elkhart ("City"). Please take a moment to review this letter (and the enclosed standard Ice Miller terms and conditions) to confirm our mutual understanding regarding the retention of Ice Miller, the scope of the engagement and the basis on which we will provide legal services. Please let us know if there is anything you or the Issuer do not understand or would like to discuss changing.

Client and Nature and Scope of the Relationship

We understand that we will be providing special counsel services with respect to the structuring and documenting, or reviewing documentation by other parties to the transaction, for a plan amendment to the Cassopolis Street Corridor Economic Development Area and an amendment to the Downtown Urban Renewal Area to create a new project tax allocation area and corresponding economic development plan and the potential issuance of bonds for the proposed construction of a parking garage in, serving and benefitting the Areas. Our engagement is limited to performance of the services related to this matter. Except to the extent otherwise specifically agreed and confirmed by us in writing, this engagement does not extend to advice or representation beyond the scope of the services described herein. We may agree with you to further limit or to expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing. No other party is being represented by us. Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve your interests in this

Mr. Michael Huber
November 11, 2024
Page 2

engagement effectively, efficiently, and responsibly while endeavoring to accomplish your objectives in this engagement.

Our engagement is for legal services, and it is understood that you are not relying on us for business, investment or accounting advice or decisions, nor to investigate the character or credit of any person with whom you may be dealing in connection with this matter. We are not financial advisors or municipal advisors as contemplated by the Dodd-Frank Act.

I will be the primary contact as to this relationship with Ice Miller LLP. Any questions or concerns that may arise in this regard may always be directed to me. Debra Passmore, paralegal, will also provide services on the engagement.

Compensation; Other Important Terms and Conditions

Our base hourly rates for work performed, absent special engagements or circumstances, currently range from \$445 to \$890 and my hourly rate increased to \$945 for 2025. When appropriate in our judgment, we will involve other attorneys and paralegals or other legal assistants on work that can be performed effectively at their rates. We will provide more refined "not to exceed" amounts for our bond and special counsel fees as we move closer to the potential amendments and issuance of the bonds, based upon what we know, time to be expended by us and our experience in working on similar transactions. None of our fees will be based upon, or related in any way to, the costs of a capital project. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition to fees that we charge for our legal services, we also charge for ancillary services and expenses. Such charges and expenses may include long distance telephone charges, photocopying, facsimile transmission, computer research, mileage, travel expenses, transcript development and IRS Form 8038-G and other similar charges specifically applicable to the engagement. Our charges and expenses for such ancillary services are pursuant to a schedule of charges, as the same is revised from time to time. A copy of current charges and expenses is available to you and the Issuer upon request. We estimate that these expense charges will not exceed \$1,200.

Ice Miller's standard Terms and Conditions of Engagements for Legal Services is enclosed. These terms and conditions, which cover various other aspects of this engagement, including a waiver of future conflicts of interest and provisions regarding termination and withdrawal are important and are to be read as part of this letter, as they apply to this engagement to the same extent as if they were typed as part of this letter. Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be applicable to, and govern our professional relationship on any subsequent matters, on or in which we may become involved or engaged on behalf of the Issuer.

Mr. Michael Huber
November 11, 2024
Page 3

Acceptance

We hope that this letter and the enclosed Terms and Conditions are helpful and accurately state the scope of the representation. If you or the Issuer have any questions or wish to discuss any portion of this letter, please call me. Please confirm for our records the Issuer's acceptance of these terms and conditions by signing the copy of this letter in the space provided and return the same to me.

Very truly yours,

ICE MILLER LLP



Lisa A. Lee

LAL:DKP

Attachments: Terms and Conditions of Engagements for Legal Services

ACKNOWLEDGED AND AGREED:

CITY OF ELKHART, INDIANA

Date: _____

By: _____

Title: _____

ICE MILLER LLP

Terms and Conditions of Engagements for Legal Services

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

Our Responsibilities

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

Your Responsibilities

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

Client(s) Represented

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our

representation of you for the matter described in the engagement letter does not give rise to a lawyer client relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group type organizations, our clients would not include their members or other constituents.

How We Will Work For You

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

How We May Communicate With You

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

About Our Fees

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless

otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend in providing services. Our base hourly rates for work performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

Other Charges and Expenses

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

Estimates

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

Billing Procedures

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

Retainers

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional

retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written agreement to the contrary, we will hold any such retainers in our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

Your Consent to Future Conflicts of Interest

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

Document Retention

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

Personal Data from the European Economic Area

If you will be providing the Firm with the personal data of individuals in the European Economic Area during the course of the engagement, then it is your responsibility to obtain all appropriate consents, make any necessary disclosures, and take all other required steps to comply with any applicable data privacy and protection laws and regulations in connection with your use of the Firm's services. As used herein, "personal data" means any information relating to an identified or identifiable natural person, to the extent that such personal data are associated with individuals in the European Economic Area or are otherwise within the scope of the General Data Protection Regulation (EU) 2016/679.

Response to Audit Inquiries

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282 0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of \$300 and a maximum of \$700, depending on the extent and number of any matters reported. However, the fee may exceed \$700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

Termination or Withdrawal

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open ended without any specific

services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

Certain Limitations

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

Identification of Relationship

We are pleased that you have chosen Ice Miller LLP as your legal advisor and would like to have your permission to share this with others. By signing the acknowledgement, you hereby grant us the authority to use your name and logo in connection with Ice Miller LLP's marketing activities, including, without limitation, identification of you as a client of Ice Miller LLP on its website and other printed marketing materials and publications issued by Ice Miller LLP. You may revoke the consent granted in this paragraph at any time by contacting our marketing department at enews@icemiller.com.

Revised: July 2018

RESOLUTION NO. 25-R-007

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING AMENDMENT TO
WBK ENGINEERING, INC. CONTRACT FOR SERVICES

Whereas, The Commission owns Lots 1,3,5 and 6 in the recorded Plat of Woodland Crossing (the "Real Estate"), and desires to amend its existing Contract for Services with WBK Engineering, Inc. (the "Contract") to provide for architectural design services related to space planning and build out of the former Big Lots space to accommodate the needs of a new tenant and to develop design concepts and drawings for exterior renovations to the Center, all as more fully set forth in the attached proposal (the "Proposal"); and

Whereas, the Commission has reviewed the Proposal and believes it is in the best interest of the City and its inhabitants to amend the Contract to include the additional services outlined in the Proposal, with the officers and staff authorized to negotiate certain provisions further and to enter into such agreement at such time as they find the final draft acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves amending the Contract to include the services outlined in the Proposal.
2. The Commission authorizes the staff and officers to negotiate, execute and deliver the final Contract amendment at such time as they reach acceptable terms thereon with WBK.
3. The Commission appropriates \$100,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund to cover the cost of the additional services, with any unused funds to be returned to the appropriate account.
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
14TH DAY OF JANUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

WOODLAND CROSSING REDEVELOPMENT MASTER PLAN ADDENDUM #1

Elkhart, IN

January 13, 2025

City of Elkhart
C/O Michael Huber – Development Services Director
229 South 2nd Street
Elkhart, IN 46516

Bodwé Professional Services (Bodwé) is pleased to provide this proposal to the City of Elkhart, (known hereafter as “the Client”) for Concept Architectural Design services for the Woodland Crossing Redevelopment. Bodwé looks forward to the opportunity to assist the Client and selected Master Developer on the conceptual design for limited, specific facades and floor plans as described below. Included below is our project approach, scope of services, project assumptions and exclusions.

PROJECT APPROACH

The primary objective of this phase of work is to provide conceptual architectural façade design services for limited areas of existing store fronts of the primary multi-tenant retail building previously anchored by the former Big Lots store. The Bodwé team will also complete a new floor plan to subdivide the existing Big Lots space into a multi-tenant space. The Bodwé team will work with the city staff and co-developers in developing options for selected façade designs to update the current building aesthetic to set the tone for the overall site redevelopment. Façade redesign will complement the current design choices made in the redevelopment of the former Sears store which will be remodeled by Goodwill and Heart City Health.

SCOPE OF SERVICES

PHASE 01 | CONSTRUCTION DOCUMENTS

13811 (Big Lots) Priority Tenant Buildout

A proposed barber shop has been identified as a priority tenant for space within the existing 13811-building. Construction documents for tenant buildout will be completed for this priority tenant, following completion of concept plans for the larger overall space. This includes limited assessment of existing MEP systems and limited design of proposed MEP improvements focusing on the initial 6,000 sf. +/- tenant space. The T&M Not to Exceed budget and time will give priority to the former Big Lots space to break it down for the anticipated barber shop tenant to occupy 6,000 sf +/- . This work will include primary MEP components to define and serve the tenant space.

PHASE 02 | CONCEPT DESIGN

The Concept Architectural Design phase will include design and updates to select facades and development of concept floor plan improvements for the balance of the space formerly occupied by Big Lots.

14805 – 14809 Storefront Prototypical Concept Design

Develop a cost-conscious prototypical concept design for a defined section of the existing linear storefronts to modernize the building exterior. Concept design work may include changes to massing and articulation of select storefronts to reinforce improvements planned for redevelopment of Woodland Crossings well as updates to exterior materials, colors, and signage. Planned concepts may then be translated to other storefronts in alignment with other improvements planned as a part of the larger redevelopment.

14812-14814 Storefront Concept Design

The west façade of the existing linear storefronts will face onto the proposed "village green" planned as part of the larger redevelopment of Woodland Crossing. Currently this façade is a blank wall. Concept design for this façade will evaluate the potential to create west-facing storefronts to enhance and front onto the proposed public space. This area is key to the placemaking goals of the larger Woodland Crossing Redevelopment Master Plan as this location combines multiple facades and frontages, in a highly visible location.

13811 (Big Lots) South Facade Concept Design

The 13811-space (formerly Big Lots) south façade is a highly visible location within the planned redevelopment of Woodland Crossing and will feature as a primary entrance to a future multi-tenant space. This façade design will consider the conceptual design of proposed interior improvements and opportunities for new storefronts with direct exterior access depending on the revised floor plan. Concept design work may include changes to massing and articulation and updates to exterior materials, colors, and signage.

13811 (Big Lots) North Facade Concept Design

The 13811-space (formerly Big Lots) north façade, faces the current "back of house" area which is enclosed on three sides by the current "G" shaped, multi-tenant retail building. Improvements at this location are critical to transform the existing building-rear to a building-front to reinforce placemaking goals and provide a positive presence on the proposed "village green" and highlighted as a view terminus from new streets planned as part of the larger Woodland Crossing Redevelopment Master Plan. Concept design work may include introduction of new tenant retail space, changes to massing and articulation and updates to exterior materials, colors, and signage.

13811 (Big Lots) Floor Plan Concept Design

The 13811-space (formerly Big Lots) floor plan will be redesigned as a multi-tenant space including a new through corridor spanning newly created, access locations on both the north and south facades. This corridor will create an interior pedestrian passage, connecting visitors from the south, through the building, to the north, leading to the proposed "village green". A new floor plan will be designed for multi-tenant spaces, shared restrooms, and overall circulation Concept design includes evaluation and review of relevant building codes.

PROJECT ASSUMPTIONS

Bodwé has made assumptions which will require further verification in the process.

- Any findings which are not consistent with assumptions that have been made, or which may result in an increase in the cost of professional services or revisions to the budget will be reviewed and discussed prior to proceeding further.
- All utilities proposed to be used are of adequate capacity and depth and that no offsite utility improvements or analysis will be required more than fifty feet beyond the site development footprint.
- That all cost estimating, financial modeling, and pro-forma analysis will be completed by the Master Developer.
- Tenant build-out interior design and specifications will be completed by others or will be additional services and budget.
- That there will be an onsite project kick-off meeting with an interior and exterior building walk-thru and that all additional meetings will be held virtually, unless specified or else determined otherwise.

PROJECT EXCLUSIONS

Bodwé Scope & Fees does not include the following services:

- Mechanical, Electrical, or Plumbing (MEP) services other than for specified priority tenant spaces described above.
- Environmental or Hazardous material assessments.
- Detailed existing building component analysis.
- Special Use Permit / Zoning Entitlement Services.
- Cost Estimating.
- Market analyses, financial forecasting, and modeling; and,
- Other services unless explicitly as part of the Scope of Services listed above.

ESTIMATE OF FEES

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

PHASE #	PHASE NAME	BUDGET
PHASE 01	Construction Documents	\$100,000
PHASE 02	Concept Design	
TOTAL NOT TO EXCEED		\$100,000

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

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

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

Sincerely,



Chuck Hanlon
WBK Engineering, LLC Vice President of Operations

Encl: WBK Engineering, LLC and GLI General Terms and Conditions

January 14, 2025

Memorandum

To:
Elkhart
Redevelopment
Commission

JI Contracting Company, LLC the owner of 142 State Street under a Development Agreement with the Elkhart Redevelopment Commission requests an extension of time to complete the renovation of 142 State Street.

From:
Mary K Kaczka,
Assistant Director,
Community
Development

The original completion date is scheduled for March 31, 2025, the extension request is for two months to May 31, 2025.

Re: 142 State Street
Extension of
development deadline.

Upon completion of the renovations, JI Contracting Company, LLC is required to rent the home to a 50% of area median income household.

Need Re
+ Info

City of Elkhart

Tel 574.294.5471 x1062

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org



RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING WOODLAND
CROSSING CAM BUDGET FOR CALENDAR YEAR 2025

Whereas, the Commission has received and reviewed the proposed Common Area Maintenance (“CAM”) Budget for calendar year 2025, which was prepared in accordance with the requirements of Section 3.4 of the Declaration of Covenants, Conditions and Restrictions applicable to the Woodland Crossing Shopping Center, as amended (the “Declaration”), a copy of which budget is attached hereto (the “2025 CAM Budget”); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the 2025 CAM Budget be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the 2025 CAM Budget attached hereto.
2. The Officers and staff of the Commission are hereby authorized to cause this budget to be disseminated as required in the Declaration and do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 14TH DAY OF
JANUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Advanced Budget
Period = 01/2025 - 12/2025

Account	Description	Total	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Narrative
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City of Elkhart Department of Redevelopment(154) - 200
N. Church Street : Annual Budget : 1/2025 - 12/2025

Currency = , Total Area = 101,939.00

3000-0001 OPERATING INCOME

3000-0003 PROPERTY REVENUE

3005-0000	Base Rent	427,796.32	4.20	35,365.66	35,679.10	35,348.87	36,348.87	35,753.04	35,790.89	35,790.89	35,074.48	35,074.48	35,074.48	35,146.69	Assumptions: Revenues at current rates: Bills Top Smoke Leo's Jackson Hewitt Elkhart Beauty will vacate Sun, 1-14-2025
3020-0000	Common Area Maintenance Estimate	403,676.73	3.96	34,670.67	34,670.69	34,092.35	34,092.34	33,980.65	33,411.79	33,411.79	32,983.76	32,983.76	32,983.76	32,983.37	2024 Actuals based on billed provided, plus 3% increase.
3070-0000	Administrative Fee Revenue	1,700.00	0.02	1,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	140 W Hively HSEVTR 200 W Hively Rear
3099-9999	TOTAL PROPERTY REVENUE	833,173.05	8.17	71,736.33	70,349.79	70,441.21	70,441.21	69,733.69	69,202.08	69,202.08	68,058.24	68,058.24	68,058.24	68,130.06	

4000-0000 PROPERTY OPERATING EXPENSES

4000-0001 RECOVERABLE OPERATING EXPENSES

4001-0000 CLEANING

4030-0000 Trash Removal

4099-9999 TOTAL CLEANING

4100-0000 UTILITIES

4105-0000 Utility Expense - Electric

4115-0000 Utility Expense - Water & Sewer

4199-9999 TOTAL UTILITIES

4200-0000 PARKING LOT AND STREETS

4205-0000 Snow Removal

4220-0000 Parking - Cleaning

4299-9999 TOTAL PARKING LOT AND STREETS

4300-0000 LANDSCAPING AND GROUNDS

4305-0000 Roads & Grounds Maintenance

4325-0000 Lawn Care

4399-9999 TOTAL LANDSCAPING AND GROUNDS

4400-0000 SAFETY SERVICES

4405-0000 Security Services - Monitoring Fees

4410-0000 Security Services - Contract

4499-9999 TOTAL SAFETY SERVICES

4500-0000 MAINTENANCE

4535-0000 Fire & Life Safety Maintenance

4570-0000 General Maintenance Labor

4001-0000	CLEANING	10,332.96	0.10	861.08	861.08	861.08	861.08	861.08	861.08	861.08	861.08	861.08	861.08	861.08	
4030-0000	Trash Removal	10,332.96	0.10	861.08	861.08	861.08	861.08	861.08	861.08	861.08	861.08	861.08	861.08	861.08	
4099-9999	TOTAL CLEANING	20,665.92	0.20	1,722.16	1,722.16	1,722.16	1,722.16	1,722.16	1,722.16	1,722.16	1,722.16	1,722.16	1,722.16	1,722.16	
4100-0000	UTILITIES	8,652.00	0.08	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	
4105-0000	Utility Expense - Electric	8,652.00	0.08	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	721.00	
4115-0000	Utility Expense - Water & Sewer	3,090.00	0.03	257.50	257.50	257.50	257.50	257.50	257.50	257.50	257.50	257.50	257.50	257.50	
4199-9999	TOTAL UTILITIES	11,742.00	0.12	978.50	978.50	978.50	978.50	978.50	978.50	978.50	978.50	978.50	978.50	978.50	
4200-0000	PARKING LOT AND STREETS	100,000.00	0.98	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	
4205-0000	Snow Removal	18,000.00	0.18	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
4220-0000	Parking - Cleaning	118,000.00	1.16	21,500.00	21,500.00	21,500.00	21,500.00	21,500.00	21,500.00	21,500.00	21,500.00	21,500.00	21,500.00	21,500.00	
4299-9999	TOTAL PARKING LOT AND STREETS	136,000.00	1.14	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	
4300-0000	LANDSCAPING AND GROUNDS	1,200.00	0.02	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	
4305-0000	Roads & Grounds Maintenance	14,110.00	0.14	0.00	0.00	2,015.72	2,015.72	2,015.72	2,015.72	2,015.72	2,015.71	2,015.71	2,015.71	2,015.71	
4325-0000	Lawn Care	16,030.00	0.16	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	
4399-9999	TOTAL LANDSCAPING AND GROUNDS	30,340.00	0.34	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	
4400-0000	SAFETY SERVICES	900.00	0.01	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	
4405-0000	Security Services - Monitoring Fees	80,000.04	0.78	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	
4410-0000	Security Services - Contract	80,000.04	0.79	6,741.67	6,741.67	6,741.67	6,741.67	6,741.67	6,741.67	6,741.67	6,741.67	6,741.67	6,741.67	6,741.67	
4499-9999	TOTAL SAFETY SERVICES	160,000.08	1.57	13,408.34	13,408.34	13,408.34	13,408.34	13,408.34	13,408.34	13,408.34	13,408.34	13,408.34	13,408.34	13,408.34	
4500-0000	MAINTENANCE	1,550.00	0.02	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4535-0000	Fire & Life Safety Maintenance	1,550.00	0.02	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4570-0000	General Maintenance Labor	21,000.00	0.21	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	

Advanced Budget

Period = 01/2025 - 12/2025

Account	Description	Total	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Narrative
4572-0000	General Maintenance Material	10,000.00	833.34	833.34	833.34	833.34	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	Materials for repairs needed on property, based on 2024 budget provided.
4599-9999	TOTAL MAINTENANCE	32,550.00	2,583.34	2,583.34	2,783.34	2,583.34	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	2,583.33	
4600-0000	REPAIRS	4,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	Potential repairs that result from the quarterly, semi-annual and annual inspections.
4635-0000	Fire & Life Safety Repairs	4,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	
4699-9998	TOTAL REPAIRS	4,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	
4700-0000	FEES	39,000.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	Flat fee of \$3250.00/month, as we don't collect rents.
4710-0000	Management Fee Expense	39,000.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	
4749-9999	TOTAL FEES	39,000.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	
4750-0000	TAXES AND INSURANCE	115,000.00	9,583.34	9,583.34	9,583.34	9,583.34	9,583.33	9,583.33	9,583.33	9,583.33	9,583.33	9,583.33	9,583.33	9,583.33	
4755-0000	Real Estate Taxes	16,000.00	1,333.34	1,333.34	1,333.34	1,333.34	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	
4765-0000	Building Insurance	131,000.00	10,916.68	10,916.68	10,916.68	10,916.66	10,916.66	10,916.66	10,916.66	10,916.66	10,916.66	10,916.66	10,916.66	10,916.66	Based on actuals provided by Mary
4790-9999	TOTAL TAXES AND INSURANCE	131,000.00	10,916.68	10,916.68	10,916.68	10,916.66	10,916.66	10,916.66	10,916.66	10,916.66	10,916.66	10,916.66	10,916.66	10,916.66	
4799-9999	TOTAL-RECOVERABLE OPERATING EXPENSES	443,255.00	46,991.27	46,991.27	46,991.27	46,991.27	46,991.27	46,991.27	46,991.27	46,991.27	46,991.27	46,991.27	46,991.27	46,991.27	
4800-0000	NON-RECOVERABLE EXPENSES	17,880.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	2024 actuals based on bills provided, plus 3% increase.
4805-0000	Non-CAM Utility Expense	17,880.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	14 vacant meters currently. \$200/month in vacant water expense. \$775/month in vacant gas expense.
4830-0000	Non-CAM Maintenance & Repairs	40,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Budget number to replace concrete around Sabo & Leo's
4899-9999	TOTAL NON-RECOVERABLE EXPENSES	57,880.00	1,490.00	1,490.00	1,490.00	21,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	1,490.00	
4999-9992	TOTAL PROPERTY OPERATING EXPENSES	501,435.00	48,481.27	48,481.27	49,681.27	50,486.59	49,681.27	49,681.27	49,681.27	49,681.27	49,681.27	49,681.27	49,681.27	49,681.27	
9999-0000	NET OPERATING INCOME	331,730.05	23,255.05	21,868.52	20,759.95	19,944.22	19,832.56	36,892.87	38,705.73	38,705.74	36,361.29	37,561.29	19,577.00	10,273.60	
	CASH FLOW	331,730.05	23,255.05	21,868.52	20,759.95	19,944.22	19,832.56	36,892.87	38,705.73	38,705.74	36,361.29	37,561.29	19,577.00	10,273.60	
	Total Revenue:	\$ 853,172.05	\$ 3.01												
	Total Operating Recoverable Expenses:	\$ 443,255.00	\$ 1.60												
	Total Cam Expenses:	\$ 312,555.00	\$ 1.13												
	Total Insurance:	\$ 16,000.00	\$ 0.06												
	Total Real Estate Taxes:	\$ 115,000.00	\$ 1.21												
	Recoveries:	\$ 403,676.73	\$ 1.46												
	Recoverable Expense:	\$ 443,555.00	\$ 1.60												
	Leakage :	\$ (38,878.27)	\$ (0.14)												
	What is causing the leakage?														
	Leakage is caused by vacancy and caps														
	Square Footage														
	Sears	109,106													
	Kroger	72,482													
	Shopping Center	54,635.12													
		276,523.12													

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING GUARANTY OF
LEASE FORM FOR LOTS 1, 3, 5 AND 6 IN WOODLAND CROSSING

Whereas, the Commission has purchased Lots 1,3,5 and 6 in the recorded Plat of Woodland Crossing (the "Property"), and desires to establish a standard form of Guaranty of Tenant Lease for the leasable spaces; and

Whereas, the Commission has reviewed the attached form of Guaranty of Lease Agreement (the "Guaranty Agreement") and finds the same acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the attached form of Guaranty Agreement as the basic form to be used for all future lease guarantys on the Property, subject to revision as needed to satisfy market conditions.
2. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE ON THE 14th DAY OF JANUARY 2025.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

GUARANTY OF LEASE AGREEMENT

This Guaranty is made as of this ____ day of _____, 20____ by _____ (“Guarantor”), to City of Elkhart, Indiana, Department of Redevelopment, (“Landlord”).

WITNESSETH:

Guarantor has requested Landlord to enter into a certain Lease Agreement dated _____, (hereinafter, together with any modifications, amendments, extensions, riders, and renewals, referred to as the “Lease”) with _____, a **corporation/limited liability company** formed under the laws of the State of _____, as the Tenant (“Tenant”), covering the following space in the Woodland Shopping Center at 138 W. Hively Avenue, Elkhart, Indiana, to wit: _____, and defined as the “premises” in the Lease.

To induce Landlord to enter into the Lease, the Guarantor hereby agrees to guarantee, as hereinafter provided, the performance by Tenant of all of the terms, covenants, conditions, obligations, and agreements (collectively the “Covenants”) contained in the Lease on the part of Tenant to be performed thereunder.

NOW THEREFORE, in consideration of the making of the Lease and other good and valuable consideration, including the undertakings herein contained, the Guarantor hereby agrees as follows, intending to be legally bound hereby:

1. *Definitions.* Unless specifically defined in this Guaranty Agreement or the context clearly requires a different meaning, the capitalized words and phrases used in this Guaranty Agreement have the same meanings ascribed to them in the Lease.

2. *Guaranty of Lease.* Guarantor irrevocably, unconditionally and absolutely, jointly and severally, guarantees to Landlord the prompt payment, when due, of the rents and any and all other charges payable under the Lease and the full and faithful performance and observance of any and all Covenants contained in the Lease, including, without limitation, the rules and regulations as therein provided, on the part of Tenant to be performed and observed. Guarantor unconditionally and absolutely covenants to Landlord that, if Tenant shall default at any time in the Covenants to pay rent or any other charge stipulated in the Lease or in the performance of any of the other Covenants contained in the Lease on Tenant’s part to be performed, Guarantor will well and truly perform such Covenants, and pay the rent or other charges or arrears thereof that may remain due thereon to Landlord, and also all damages stipulated in the Lease. Guarantor shall pay to Landlord, on demand, all expenses (including reasonable expenses for attorneys’ fees and reasonable charges of every kind) incidental to, or relating to, the enforcement of this Guaranty Agreement. If the Lease is renewed or its term extended, for any period beyond the original expiration date specified in the Lease, either pursuant to any option to renew granted under the Lease or otherwise at any time, or if the Tenant holds over beyond the term of the Lease, or if the Lease is modified in any way, the obligations hereunder of Guarantor shall extend and apply with

respect to the full performance and observance of all of the covenants, terms, and conditions of the Lease, as existing, extended, renewed or modified and of any such amendment thereof.

3. *No Discharge of Guaranty.* This is a continuing guaranty and the liability of any Guarantor hereunder shall not be impaired, released, terminated or discharged, in whole or in part, by any of the following, notwithstanding that the same are made with or without notice to the Guarantor:

- (a) any amendment or modification of the provisions of the Lease; or
- (b) any extensions of time for performance, whether in whole or in part, of the covenants of Tenant under the Lease given prior to or after default thereunder; or
- (c) any other Guaranty now or hereafter executed by any Guarantor or any other person; or
- (d) any waiver of, assertion or enforcement of, or failure or refusal to assert or enforce, in whole or in part, any covenants, claims, causes of action, or remedies that Landlord may, at any time, have under the Lease or with respect to any guaranty or any security that Landlord may hold, at any time, for or under the Lease or with respect to Tenant; or
- (e) any act, thing, omission or delay to do any act or thing that may, in any manner, or to any extent, vary the risk of Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law; or
- (f) the failure to give any Guarantor any notice whatsoever; or
- (g) the release of any security, Guaranty, or any rights, power, or privileges Landlord may now or hereafter have against any persons, entity, or collateral; or
- (h) any transfer by Tenant or any assignment of Tenant's interest under the Lease, whether or not with Landlord's consent; or
- (i) the invalidity of the Lease for any reason whatsoever.

In the event that any agreement or stipulation between Landlord and Tenant shall extend the time of performance or modify any covenants of the Lease on the part of Tenant to be performed, Guarantor shall continue to be liable upon this Guaranty.

4. *Demand Not Required.* To charge any Guarantor under this Guaranty, no demand shall be required nor shall there be required any notice of any default in any of the covenants of the Lease on the part of Tenant to be performed or of the same as affected by any agreement or stipulation extending the time of performance or modifying the covenants of the Lease. Guarantor hereby expressly waives any such demand or notice. Landlord shall have the unlimited right to enforce this Guaranty without pursuing any rights or remedies of Landlord against Tenant, or any

other party, of any security Landlord may hold, it being intended that immediately upon any breach or default by Tenant in the performance or observance of any covenant of the Lease, Landlord may enforce its rights directly against any Guarantor under this Guaranty. Landlord may commence any action or proceeding based upon this Guaranty directly against Guarantor for the full performance of the Lease without making Tenant, any other guarantors, or any other person a party defendant in such action or proceeding. Any one or more successive or concurrent actions may be brought on this Guaranty against any Guarantor either by the same action, if any, brought against Tenant and/or any other party or in separate actions, as often as Landlord, in its sole discretion, may deem advisable.

5. *Waivers.* The Guarantor hereby expressly waives and releases the following: (i) notice of the acceptance of this Guaranty and notice of any change in Tenant's financial condition; (ii) the right to interpose all substantive and procedural defenses of the law of guaranty, indemnification, and suretyship, except the defenses of prior payment or prior performance by Tenant (of the obligations which Guarantor is called upon to pay or perform under this Guaranty) or that there is no obligation on the part of Tenant with respect to the matter or matters claimed to be in default; (iii) all rights and remedies afforded by applicable law to Guarantor or sureties, including, without limitation, any extensions of time conferred by any law now or hereafter in effect; (iv) the right to interpose any defense (except as allowed under (ii) above), set-off, or counterclaim of any nature or description in any action or proceeding; (v) any right or claim of rights to cause a marshaling of Tenant's assets or to cause Landlord to proceed against Tenant or any collateral held by Tenant at any time or in any particular order; (vi) any right against Tenant for reimbursement or contribution because of any payment made by Guarantor under this Guaranty Agreement; and (vii) any defense based upon the invalidity of the Lease, and (viii) ANY RIGHT TO TRIAL BY JURY in any action brought to enforce this Guaranty.

6. *No Impairment of Obligation.* Neither Guarantor's obligations to make payment in accordance with the term of this Guaranty nor any remedy for the enforcement thereof, shall be impaired, modified, changed, stayed, released, or limited in any manner whatsoever by impairment, modification, change, release, limitation or stay of the liability of Tenant or its estate in bankruptcy or any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Act of the United States or other statutes, or from the decision of any court interpreting any of the same, and each Guarantor shall be obligated under this Guaranty as if no such impairment, stay, modification, change, release, or limitation had occurred. No payment by Tenant to Landlord shall be construed as having been made unless and until the same can no longer be considered or construed to be a "preferential transfer" or other avoidable transfer under applicable bankruptcy laws.

7. *Subrogation Rights.* Whenever at any time or from time to time Guarantor makes any payment to Landlord or performs or fulfills any covenant, Guarantor will notify Landlord in writing that such payment or performance, as the case may be, is for such purpose. No such payment or performance by Guarantor pursuant to any provision hereof shall entitle Guarantor, by subrogation or otherwise, to the rights of Landlord to any payment by Tenant or out of the property of Tenant, except after payment of all sums or fulfillment of all covenants, terms, conditions, provision or agreements to be paid or performed by Tenant.

8. *Estoppel Certificate.* Guarantor will, at any time and from time to time, within ten (10) business days following written request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications). Such certificate may be relied on by anyone holding or proposing to acquire any interest in the premises from or through Landlord or by any mortgagee or prospective mortgagee of the premises or of any interest therein.

9. *Binding Effect.* All of Landlord's rights and remedies under this Guaranty are intended to be distinct, separate and cumulative and no right or remedy mentioned herein is intended to be an exclusion of or a waiver of any of the others. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, personal representatives and assigns.

10. *Governing Law.* This Agreement shall be construed in accordance with the laws of the State of Indiana, and proper venue for any action hereunder shall be in the courts of general jurisdiction in the County of Elkhart, State of Indiana.

IN WITNESS WHEREOF, this Guaranty is executed this ____ day of _____,
20____.

GUARANTOR:

Residence Address

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING FORM OF LEASE
ADDENDUM FOR LOTS 1, 3, 5 AND 6 IN WOODLAND CROSSING

Whereas, the Commission has purchased Lots 1,3,5 and 6 in the recorded Plat of Woodland Crossing (the "Property"), and desires to establish a standard form of Addendum to Tenant Lease; and

Whereas, the Commission has reviewed the attached form of Addendum to Lease and finds the same acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the attached form of Lease Addendum as the basic form to be used for all future leases on the Property, subject to revision as needed to satisfy market conditions.
2. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE ON THE 14th DAY OF JANUARY 2025.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

**ADDENDUM “ _____ ” TO LEASE
RULES AND REGULATIONS**

Address of the Premises: _____

1. Application. Tenant, and Tenant's employees and invitees, shall abide by the following standards for the mutual safety, cleanliness, care, protection, comfort and convenience of all tenants and occupants of the Property. These Rules and Regulations apply to all of the Property as defined in this Lease including, but not limited to, the Premises, the building(s), the parking garages, if any, the common areas, driveways and parking lots.

2. Consent Required. Any exception to these Rules and Regulations must first be approved in writing by Landlord. For purposes of these Rules and Regulations, the term "**Landlord**" includes the building manager, the building manager's employees, and any other agent or designee authorized by Landlord to manage or operate the Property.

3. Rules and Regulations:

a. Tenant may not conduct any auction, "flea market" or "garage sale" on the Premises nor store any goods or merchandise on the Property except for Tenant's own business use. Food may not be prepared in the Premises except in small amounts for consumption by Tenant and Tenant's employees. Vending machines may not be placed in the Premises without Landlord's written approval. The Premises may not be used or occupied as sleeping quarters. Animals may not be kept in or about the Property.

b. Tenant shall not obstruct sidewalks, driveways, loading areas, parking areas, corridors, hallways, vestibules, stairs and other similar areas designated for the collective use of tenants, or use such areas for Tenant's storage or for any purpose other than going to and from the Premises. Tenant shall comply with parking rules posted on the Property.

c. Tenant shall not make any loud noises, cause any unusual vibrations or unpleasant odors, or engage in any objectionable or illegal activities on the Property. Tenant shall not permit the operation of any equipment in the Premises that annoys other occupants of the Property. Tenant shall not interfere with the possession of other tenants of the Property.

d. Tenant may not bring any flammable, explosive, toxic, noxious, dangerous or hazardous materials or substances onto the Property, except Tenant may use cleaning supplies and other materials that might be considered hazardous in small quantities as needed in Tenant's business and used, stored, and disposed of in accordance with applicable laws and in a manner that does not endanger other occupants.

e. Installation of security systems, telephone, television, Internet and other communication cables, fixtures and equipment must comply with the Lease, except that routine installation and construction of normal communication devices that do not require any holes in the roof or exterior walls of the Property do not require the written approval of Landlord.

f. Movement into or out of the building through public entrances, lobbies or corridors that requires use of a hand truck, dolly or pallet jack to carry freight, furniture, office equipment, supplies and other large or heavy material, must be limited to the service entrances and freight elevators and must be done at times and in a manner so as not to unduly inconvenience other occupants of the Property. All wheels for such use must have rubber tires and edge guards to prevent damage to the building. Tenant shall be responsible for and shall pay all costs to repair damages to the building caused by the movement of materials by Tenant or persons acting on behalf of Tenant.

g. Requests by Tenant for building services, maintenance and repair must be made in writing to the office of the building manager designated by Landlord and must be dated. Tenant shall give prompt written notice to Landlord of any significant damage to or defects in the Premises or the Property, including plumbing, electrical and mechanical systems, heating, ventilating and air conditioning systems, roofs, windows, doors, foundation and structural components, regardless of whose responsibility it is to repair such damage or defects.

h. Tenant shall not change locks or install additional locks on doors without the prior written consent of Landlord. If Tenant changes locks or installs additional locks on the Property, Tenant shall provide Landlord with a copy of each separate key to each lock upon Landlord's request. Upon termination of Tenant's occupancy of the Premises, Tenant must surrender all keys to the Premises and the Property to Landlord.

i. Harmful liquids, toxic wastes, bulky objects, insoluble substances and other materials that may cause clogging, stains or damage to plumbing fixtures or systems must not be placed in the lavatories, water closets, sinks, or drains. Tenant must pay the costs to repair and replace drains, plumbing fixtures and piping that is required because of damage caused by Tenant.

j. Tenant shall cooperate with Landlord and other occupants of the Property in keeping the Property and the Premises neat and clean. Nothing may be swept, thrown or left in the lobbies, corridors, stairways, elevator shafts, loading areas, parking lots or any other common areas on the Property. All trash and debris must be properly placed in receptacles and trash containers approved by Landlord.

k. Landlord may regulate the weight and position of heavy furnishings and equipment on the floor of the Premises, including safes, filing cabinets, machines and any other item that may overload the floor. Tenant shall notify Landlord when heavy items are to be taken into or out of the building, and the placement and transportation of heavy items may be done only with the prior written approval of Landlord.

l. No window screens, blinds, draperies, awnings, solar screen films, window ventilators or other materials visible from the exterior of the Premises may be placed in the Premises without Landlord's approval. Landlord is entitled to control all lighting that may be visible from the exterior of the building.

m. No advertisement, sign, notice, handbill, poster or banner may be exhibited, distributed, painted or affixed on the Property without the prior written approval of Landlord. No

directory of tenants is allowed on the Property other than that provided by Landlord.

n. Tenant agrees to cooperate with and assist Landlord in the prevention of peddling, canvassing and soliciting on the Property.

o. Tenant accepts any and all liability for damages and injuries to persons and property resulting from the serving or sales of alcoholic beverages by or on behalf of Tenant on or from the Property.

p. Any person entering and leaving the building before and after normal working hours, or any building hours posted by Landlord, may be required to identify himself to security personnel by signing a list and giving the time of day and destination in the building. Landlord may establish normal building business hours from time to time.

q. Tenant will keep all outside areas immediately adjoining the Premises including, but not limited to, sidewalks and loading docks free from ice and snow and Tenant hereby agrees that Tenant is solely liable for any accidents occurring on said outside areas due or alleged to be due to any accumulation of ice and snow.

r. Tenant will refer to the name of the Shopping Center in all advertising done to promote sales at its store or stores in the geographic area in which the Shopping Center is located.

s. Tenant will discourage use of shopping carts in the Common Areas and will promptly return any such carts to its premises that are left in the Common Areas.

t. Tenant will not place or cause or permit to be placed, within the Premises, pay telephones or amusement devices of any kind without the prior written consent of Landlord.

u. Tenant agrees to (i) allow Landlord access to Premises at any time for the purpose of inspection and/or repair to the fire sprinkler system, if applicable. Should access be denied, Tenant shall become liable and responsible for any problems or incidents which may occur due to said denial of access to Premises; (ii) keep the sprinkler heads, valves, boxes, etc. free of obstruction; (iii) ensure exits are free from obstruction and exit doors are in good working order; (iv) have the fire extinguisher inspected, tagged, refilled, or replaced, as necessary, according to the state, city, county and federal laws and codes, by a certified inspector. Tenant, Tenant's employees, contractors, vendors, guests or invitees shall be prohibited under any circumstances, from disrupting the operation or affecting the sprinkler system, alarm, or monitoring equipment in any way.

4. Revisions. Landlord reserves the right to revise or rescind any of these Rules and Regulations and to make additional rules that Landlord may determine are necessary from time to time for the safety, protection, comfort and convenience of the tenants and visitors of the Property and for the care, protection and cleanliness of the Property. Revisions and additions will be binding upon the Tenant when furnished in writing by Landlord to Tenant, provided the additions and

revisions apply equally to all tenants occupying the Property and do not impose any substantial cost to Tenant.

5. Enforcement. Any failure or delay by Landlord in enforcing these Rules and Regulations will not prevent Landlord from enforcing these Rules and Regulations in the future. If any of these Rules and Regulations is determined to be unenforceable, it will be severed from this Lease without affecting the remainder of these Rules and Regulations.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, AUTHORIZING EXECUTIVE COMMITTEE
TO NEGOTIATE AND APPROVE STANDARD FORM LEASES FOR
LOTS 1, 3, 5 AND 6 IN WOODLAND CROSSING

Whereas, the Commission has purchased Lots 1,3,5 and 6 in the recorded Plat of Woodland Crossing (the "Property"), and desires to establish a procedure for negotiation and execution of standard form of tenant leases for the leasable spaces; and

Whereas, the Commission has already approved the standard lease form and certain addenda thereto to be used for the Property; and

Whereas, the Commission believes the following procedure will be in the best interest of the citizens of Elkhart and the prospective Lessees to allow for the negotiation and lease of open spaces as expeditiously as possible.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby establishes a 2 person Executive Committee consisting of the then serving President or Vice President and Secretary of the Commission and authorizes that Committee to negotiate, approve and execute all tenant leases that are substantially consistent with and conform to the Standard Forms of Lease and Addenda approved by the Commission from time to time, and which provide for a rent that is not less than the prevailing commercial rental rate per square foot at that time, subject to reasonable non-material revisions to meet market conditions and competition. The signature of one officer of the Commission to an approved lease is sufficient to bind the Landlord.
2. The prevailing commercial rental rate applicable to these leases is set at \$12.00 per square foot, and shall remain in effect until a new rate is established by the Commission at a public meeting.
3. The Executive Committee shall obtain the prior approval of the Commission to any proposed changes to any Lease that provide for less than a fair market rental rate, or that would impose a material adverse economic duty or risk on the Landlord that have not been previously approved by the Commission for other leases.
4. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE ON THE 14th DAY OF JANUARY 2025.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

January 14, 2025

Memorandum

To:
Elkhart
Redevelopment
Commission

RFQ – Request for Quotes to build out Woodland Crossing, 148 W Hively, Suite 5, 1128 square feet for five year lease.

From:
Mary K Kaczka,
Assistant Director,
Community
Development

Scope of Work:

1. Install ceiling tiles
2. Prep and paint walls
3. Install vinyl plank flooring
4. Add 12 additional electric outlets
5. Install partial partition wall
6. Install hand washing sink
7. Install cold air return ducts

Re: RFQ-Build out
Woodland Crossing,
148 W Hively Suite 5

City of Elkhart

Tel 574.294.5471 x1062

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org



January 14, 2025

Memorandum

To:
Elkhart
Redevelopment
Commission

RFQ – Request for Quotes for demolition of interior elements of Woodland Crossing, Big Lots,
138 W. Hively Suite 11.

From:
Mary K Kaczka,
Assistant Director,
Community
Development

Scope of Work:

1. Remove ceiling tile grid – retain lighting or install temporary lighting.
2. Remove wall between retail space and back office/warehouse space and walls of office/restroom spaces, retain plumbing fixtures.

Re: RFQ- Interior Demo
Woodland Crossing,
Big Lots, 138 W Hively
Suite 11

City of Elkhart

Tel 574.294.5471 x1062

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org



January 14, 2025 **Memo**

To
Sandra Schreiber and the
Redevelopment
Commission

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

From
Dana Donald

In 2024, the Redevelopment Commission approved the subrecipient agreement for Council on Aging. We are seeking to amend that subrecipient agreement. This amendment changes the use of funding from reimbursing driver's wages to reimbursing the operating costs of the transportation program. These services will apply to operations within the City of Elkhart.

Re
CDBG Public Service
Activities

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

Amended 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
CDE Number: 14.218
Account Number: 2226-5-631-4314270
IDIS Number: 1008
Project Amount: \$680,650 Total
 \$ 23,000 - CDBG
 \$ 85,000 - TITLE IIIB
 \$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 **AMENDED** AGREEMENT, entered this January 14, 2025 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 for costs incurred to operate the senior transportation program with the City of Elkhart. 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 and 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 Operating costs within the City of Elkhart	<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 or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

X. **PERSONNEL & PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**

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

2. **Nondiscrimination**

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

3. **Land Covenants**

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

4. **Section 504**

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

Report Lobbying,” in accordance with its instructions; and

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

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

Date_____

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

On behalf of
Redevelopment Commission
City of Elkhart, Indiana

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

PY 2024 CDBG SUBRECIPIENT DRAW REQUEST SUBMISSION SCHEDULE

Project:	Elkhart CDBG Public Service	Contact Phone	574-322-4431
Program Grant Year:	July 1, 2024 – May 31, 2025	Contact Email	dana.donald@coei.org

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

	Months of CDBG Work	Request for Reimbursement between:
Draw Request Number 1	July & August, 2024	August 31, 2024 - September 14, 2024
Draw Request Number 2	September & October, 2024	October 31, 2024 – November 14, 2024
Draw Request Number 3	November & December, 2024	December 31, 2024 – January 14, 2025
Draw Request Number 4	January & February, 2025	February 29, 2025 – March 14, 2025
Draw Request Number 5	March & April, 2025	April 30, 2025 – May 14, 2025
Draw Request Number 6	May 2025	May 31, 2025 – June 14, 2025

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 December 2024

Invoice

Total Current
Work

\$17,466.02



City of Elkhart

City of Elkhart

Treasurers Report Summary

Date Range: 01/01/2024 - 11/30/2024

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	43,627.62	17,600.00	998.00	0.00	0.00	60,229.62	60,229.62	0.00
4445 - TIF DOWNTOWN ALLOCATION	5,306,061.52	1,785,774.21	2,582,469.12	0.00	0.00	4,509,366.61	4,509,366.61	0.00
4446 - TIF ALLOCATION PIERRE MOR	182,258.23	49,818.59	232,076.82	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	642,809.11	785,370.34	1,428,179.45	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	1,895,292.86	322,435.75	1,950.45	0.00	547.18	2,215,230.98	2,215,230.98	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	4,522,945.28	0.00	169.47	12,855,163.83	12,855,163.83	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,243,629.82	171,395.84	202,108.27	0.00	28.25	1,212,889.14	1,212,889.14	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	4,751,010.74	0.00	0.00	4,293,758.53	4,293,758.53	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	8,725,771.30	14,829,851.13	0.00	744.90	25,215,117.03	25,215,117.03	0.00