



AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, FEBRUARY 11, 2025 at 4:00 P.M.

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

To join, go

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

enter **2309 608 7471** as the event number and **RDC2** as the event password.

To join by phone, call **1-415-655-0001**, enter **2309 608 7471##**

*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

- Amend Agenda
- Welcome new Commissioner, Luke Lefever

2. Approval of Minutes

- January 14, 2025 Regular Meeting Minutes

3. New Business

a) Open Bids

b) 3701 South Main Street Progress Presentation

- Industrial Commercial Properties, LLC presentation to Commission

c) 420 South Second Street Rent Credit

- Approve rent credit of \$728.51 for tenant payment of repairs at 420 South Second Street.

- d) **Karen Drive Appraisal**
 - Approve employment of Iverson Grove and Appraisal Services, Inc. for appraisals of strategic parcels and appropriate \$5,000 from Cassopolis Street Corridor Allocation Area Special fund.
- e) **1701 Sterling and 824 Ren Street Replat**
 - Approve employment of JPR and contract for survey of and replat of 1701 Sterling and 824 Ren Street and appropriate \$9,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special fund.
- f) **Water Usage**
 - Approve funding for water usage in relation to asbestos clean up at Roundhouse Area and related to the TCE remediation at former Walter Piano site on Beardsley Ave. and appropriate \$543.24 from Brownfield Special fund to cover Roundhouse site and \$39.24 from Technology Park Tax Allocation Area Special fund to cover Walter Piano site.
- g) **1913 Yuma Avenue Offering**
 - Authorize the offering of real estate for sale under 36-7-14-22
- h) **Windsor RFQ**
 - Approve East Windsor sidewalk and Cass lighting request for quotes and form of agreement for professional services.
- i) **RFQ for Appraisal Services 2025**
- j) **RFQ for Environmental Services 2025**
- k) **Downtown Allocation Area 7 Declaratory**
 - Approve amendment to the declaratory resolution and the redevelopment plan for the downtown urban renewal area.
- l) **225 E Jackson Blvd Reimbursement**
 - Approve form and content of assumption agreement with River District Development Company, LLC.
- m) **Barnes & Thornberg Engagement for Professional Services related to South Main and Freight Street Projects**
 - Approve Barnes & Thornberg Engagement Letter related to South Main and Freight Street projects.

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, January 14, 2025
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, Jacob Wolgamood, Mary Kaczka, Alex Holtz, Drew Wynes, Joshua Hofer, Megan Erwin, Ashley Brazo (Cressy Real Estate) and Bruce Jones (JI Contracting)

PRESENT BY WEBEX: Chris Pottratz, Mayor Roberson, Lewis Anne Deputy, 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.

APPROVAL OF MEETING MINUTES

Ms. Schreiber asked for a motion to approve the December 10, 2024, Regular Meeting Minutes. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

NEW BUSINESS

ELECTION OF OFFICERS

Mr. Roberts made a motion to re-elect the existing officers to the same positions. Seconded by Mr. Brown. Voice vote carried with all in favor and non-opposed. Motion approved.

- Secretary: Ms. Dina Harris
- Vice President: Mr. Wes Steffen
- President: Ms. Sandra Schreiber

A. OPENING OF BIDS

Mr. Jacob Wolgamood addressed the commission stating we have one bid from Frankenberger Lawn Care for maintenance of City owner properties in the amount of \$5,860.00. Jacob will review packet to make sure all information is included and report back at the end of the meeting.

B. USE AGREEMENT FOR 515 HUG STREET

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the access request and form of agreement attached to the resolution. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

C. PURCHASE AGREEMENT FOR 812 SOUTH MAIN STREET

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the purchase agreement for 812 South Main Street and appropriate the sum of \$273,100 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

E. PHASE I AND II APPROPRIATION

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Heron Environmental, LLC to do the Phase One and Phase Two on 812 South Main Street and appropriate \$9,750 from Brownfield fund. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

F. TAX SALE ACCEPTANCE

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the form of joint resolution between the County and the City of Elkhart and to accept the transfer of the parcels listed on Exhibit A from the County. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

G. ROUNDHOUSE FENCE CONTRACT

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the proposal in the form of contract as submitted and award the contract to Milestone Fence, LLC and appropriate the sum of \$30,000 from Downtown Allocation Area No. 1 Special fund. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

H. ICE MILLER BOND COUNSEL

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Ice Miller, LLP, to provide services outlined in the contract and approve the form and content of the contract. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, four in favor, one abstained. Motion approved.

I. WBK ENGINEERING ARCHITECTURE AND DESIGN SERVICES

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve amending the contract with WBK Engineering, Inc. to include the services outlined in their

proposal and authorize staff and officers to negotiate a final contract amendment form and officers to execute at such time as they find that complete and acceptable and appropriate \$100,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of those additional services. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

J. 142 STATE STREET RENOVATION PROJECT

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the extension of time to complete the renovation project at 142 State Street to June 30, 2025. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

K. WOODLAND CROSSING BUDGET FOR 2025

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the 2025 CAM Budget as submitted. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

L. WOODLAND CROSSING LEASE GUARANTEE

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the form of guarantee agreement as submitted as a basic form to be used on future lease guarantees at Woodland Crossing properties. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

M. WOODLAND CROSSING LEASE ADDENDUM FORM

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the form of lease addendum as submitted as a basic form to be used for all future leases on the properties subject to such future revision as needed to satisfy market conditions. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

N. WOODLAND CROSSING LEASES

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to establish a two person executive committee consisting of the then serving President or Vice-President and Secretary of the Commission and authorizing them to negotiate, approve and execute future tenant leases that are consistent with and conform to standard forms of lease and addendum that have been approved by the Commission and which provide for rent not less than the prevailing commercial rental rate per square foot in effect at that time, subject to reasonable non material revisions to meet market conditions and approving the signature of one officer of the Commission on an approved lease in order to bind the landlord and sets the current prevailing commercial rental rate at \$12 per square foot as the minimum with the other province that if the rental rate should be negotiated at less than that commercial rental rate or any other material adverse economic duty of risk is placed on the landlord. Those items would have to come back to the Commission to be approved before the lease is finalized and signed. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

O. WOODLAND CROSSING REQUEST FOR QUOTE FOR 148-5 TENANT BUILD OUT

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve issuance of a request for quote for a tenant buildout of 148-5 in Woodland Crossing. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

P. WOODLAND CROSSING REQUEST FOR QUOTE FOR BIG LOTS INTERIOR DEMOLITION

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve issuance of a request for quote for the Big Lots interior demolition and its restructuring work in Woodland Crossing. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

Q. CDBG AMENDED SUBRECIPIENT AGREEMENT FOR COUNCIL ON AGING

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the amended subrecipient agreement with Council on Aging as described. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

R. AWARD BID FOR MAINTENANCE OF CITY OWNED PROPERTIES

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to accept the bid of Frankenberger Lawn Care to perform property maintenance of City owned properties in the amount of \$5,860 and to authorize the officers to execute the standard form of contract for that work consistent with the assessment of costs to the various TIFs as contained in the previous contract. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

STAFF UPDATES

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

- **State Road 19**- Lights on south side of bridge are on and operational. Signs on the north side of the bridge should be operational in the next couple of weeks
- **Freight Street** - Demo should be starting in the next couple of weeks weather permitting.
- **Conn Remediation**- Still working through and waiting on the excavation specs to be finalized and then submitted. Work will begin in the spring.
- **Windsor Sidewalk** - Will be bringing an RFQ to be released for sidewalk work in the Cassopolis TIF
- **New Chief of Staff** - Mr. Mike Huber introduced Megan Erwin, the City's new Chief of Staff in the Mayor's Office
- **Gerry Roberts Last Commission Meeting** - Mr. Mike Huber thanked Gerry for his service to the City, his guidance and his good questions along the way. He will be missed.

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$17,466.02. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

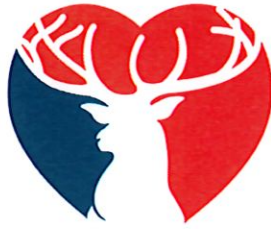
PUBLIC COMMENT

No one was present for public comment.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Steffen. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:45 p.m.

Sandra Schreiber, President



City of Elkhart
Redevelopment Commission

Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For January 10, 2025

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

PRESENT BY WEBEX: Chris Pottratz, Willie Brown, Mayor Roberson

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 January 14, 2025.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING RENT CREDIT FOR
TENANT PAYMENT OF REPAIRS AT 420 S. SECOND STREET

Whereas, The rear furnace at 420 S. Second Street stopped working on January 10, 2025, which needed immediate attention and the Tenant had Bill's Heating do the repairs and paid the cost of \$728.51; and

Whereas, the repairs are the responsibility of the Commission as owner and the Tenant has requested a refund or rent credit as reimbursement of that cost; and

Whereas, the Commission has reviewed the service billing attached hereto and believes it is in the best interest of the City and its inhabitants that the proposed reimbursement of costs be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the repayment to Tenant of the furnace repair cost in the amount of \$728.51 by way of a credit in said amount against its next monthly rent payment.
2. The Officers and staff 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 AT ITS PUBLIC MEETING THIS 11TH DAY OF FEBRUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary



Bill's Heating, Inc.
803 Linway Drive
Goshen, IN 46526

Invoice

Date	Number
1/24/2025	110226

Bill To Address:
ADDICTION RECOVERY CENTER 114 N MAIN ST GOSHEN, IN 46526

Work\Ship Address:
ADDICTION RECOVERY CENTER JAN NOBLE 420 S 2ND ST ELKHART, IN 46516

Customer Phone: 574 533-6154

Agreement #	PO #	Terms	Due Date	Sales Rep	WO #
		Net 10 Days	02/03/2025		92588

Item	Description	Quantity	Price	Amount
16251	16X25X1 PLEATED AIR FILTER	2.00	\$9.00	\$18.00
35	#35 APRILAIRE WATER PANEL	1.00	\$25.00	\$25.00
TC	SERVICE CHARGE	1.00	\$65.00	\$65.00
SRV1-PHILLIP	HOURLY SERVICE RATE	4.75	\$130.00	\$617.50
	1/13-20/2025 Checked unit operation. Found condensate pump and drain lines clogged and cleared, as needed. Replaced filter. Cleaned and serviced another furnace and replaced dirty filter.			
	Thank you!			

Thank you!	Subtotal	\$725.50
	Sales Tax	\$3.01
	Total	\$728.51
	Payments	\$0.00
	Balance Due	\$728.51

TERMS: NET 10 DAYS

Past due accounts will be assessed a service charge of 1.5% per month (18% APR), minimum \$2.00.

Phone #	Fax #	E-mail
574-533-2079	574-533-4373	

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, AUTHORIZING APPRAISALS FOR
POTENTIAL SALES AND ACQUISITIONS AND APPROPRIATING FUNDS

Whereas, The Commission desires to appropriate funds to cover the cost of property appraisals for sale and acquisition purposes in the Cassopolis Street Corridor Economic Development Area; and

Whereas, the staff requests an appropriation of \$5,000 to fund such appraisals as needed.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby authorizes the staff to order appraisals as needed for real estate sale and acquisition purposes in the Cassopolis Street Corridor Economic Development Area and Allocation Area.
2. The Commission appropriates \$5,000.00 from the Cassopolis Street Corridor Allocation Area Special Fund to cover the cost of the appraisals.
3. The Officers of the Commission are authorized to execute and deliver all contracts and do all acts which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11TH
DAY OF FEBRUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 1/28/25
Re: Cassopolis TIF Appraisal Services

Staff is requesting the Commission appropriate \$5,000 from the Cassopolis TIF and approve the employment of Iverson Grove and Appraisals Services, Inc. for appraisals of strategic parcels the Commission may need to purchase for advancement of projects.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING CONTRACT FOR SURVEY

Whereas, IDEM has requested the Commission obtain a survey of the sites at 1701 Sterling Avenue and 824 Ren Street (the "Property") in order to replat the sites to facilitate preparation and recording of Environmental Restrictive Covenants applicable to the property; and

Whereas, the Commission has determined to use Jones Petrie Rafinski ("JPR") to perform the Survey Services as more fully described in the attached Engagement Letter; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve JPR as the service provider, and appropriate the funds to cover the cost of the Survey Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of JPR pursuant to the terms set forth in the attached Proposal to provide the Survey Services for the Property at a not-to-exceed cost of \$9,000.00.
2. The Commission approves the form of Engagement Letter attached hereto.
3. The Commission appropriates the sum of \$9,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of the Survey Services.
4. The Officers of the Commission are authorized and directed to perform all acts and enter into the attached Engagement Letter and any other Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 11th DAY OF FEBRUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 2/5/25
Re: Sterling Avenue Survey and RePlat

Staff has been with the developer on finalizing the site plan at 1701 Sterling and 824 Ren St, as well as recording the modified ERC with IDEM. As part of that process IDEM has requested that we have a survey done and replat the sites so we only need to record one ERC. This will also make the property transfer process much easier when we do transfer for the development. Staff is requesting the Commission appropriate \$10,000 from the Consolidated TIF to cover the costs associated with this work.



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

January 31, 2025

City of Elkhart
229 South Second Street
Elkhart, IN 46516

Attn: Mr. Adam Fann
Assistant Director of Redevelopment

RE: SURVEYING SERVICES FOR LABOUR (STERLING) SITES, ELKHART, INDIANA

Dear Mr. Fann.

Thank you for contacting JPR regarding this project. It is our understanding that you are requesting JPR provide our surveying services for this new project. The goal is to adjust the lot line between Tract A and Tract B in the Replat of Lots 51-78 Hudson Sterling Addition. In addition to this site, there is a tract of land on the south side of Ren Street that the City owns comprised of multiple Lots (Lots 44 thru 50) and being a part of the Hudson Sterling subdivision Plat. In order to "clean up" these area JPR proposes to prepare a three-lot minor subdivision that adheres to the City of Elkhart Subdivision Instructions for a minor subdivision.

In order to comply with the Indiana Administrative Code that governs the practice of Land Surveyors in the State of Indiana, we would need to prepare a Certificate of Survey for these sites that would then be recorded and cross-referenced on the minor subdivision plat.

The following tasks will be performed by JPR in order to complete the Certificate of Survey and minor subdivision plat:

Task 1: Certificate of Survey

- Acquisition of original government survey notes and witness ties, and right-of-way information if applicable.
- Locate and review of adjoining property owners' deeds to identify deeded gaps or overlaps or obvious discrepancies with adjoining deeded descriptions.
- Obtain previously recorded surveys of your property and adjoining properties.
- Field and office work to complete the Certificate of Survey drawing.
- Record the survey at the Elkhart County Recorder's Office.

Task 2: Minor Subdivision Process

- Create the proposed subdivision and share with client and the City of Elkhart Planning Department for review/comment prior to the official submittal.
- Attend all meetings related to the subdivision platting process.
- Set new irons, calculations and drafting of the primary plat and final minor subdivision plat for submission to the City of Elkhart Plat Committee.
- Coordination of signatures and recordation of the final plat in the Office of the Recorder of Elkhart County, Indiana.
- Provide hard copies of the recorded Plat upon completion.

The following are the lump sum fees associated for each task:

Task 1 Certificate of Survey lump sum fee	\$4,500.00
Task 2 Minor Subdivision plat	\$4,500.00
Total Lump Sum Fee	\$9,000.00

Limitations:

- This proposal does not include fees for any variances that may be required from the City of Elkhart Planning and Zoning Department. A separate proposal can be provided if anything is required.

Please note that fees, such as acquiring deeds from the Recorder's office, plat application and recording fees, are not part of the lump sum fee above and will be charged separately as a reimbursable expense with a 10% markup. We estimate these fees to be \$150.00.

Work can begin upon receipt of this signed proposal. Once we begin the initial fieldwork, we anticipate the Certificate of Survey will be completed within thirty calendar days or sooner, barring unforeseen delays, such as adverse weather conditions, of which you would be notified. We can start creating the subdivision plat as soon as we have the overall boundary lines established based upon the Certificate of Survey. The plat can be submitted at any time once it is ready. The review and approval of the plat is done by the Plat Committee, and meetings are scheduled as needed. Upon approval, there is a ten day waiting period for remonstrance to take place. This Proposal is valid for 60 days.

Our monthly statements may include charges for some expenses that we incur on your behalf such as acquiring deeds from the Elkhart County Recorder's Office. Payment is due upon receipt of our invoice. A late charge of 1.5% will be added to any unpaid balance after 30 days. Work will be suspended on any account which is 30 days past due until the account is paid in full. During the course of the work, if you have any questions or comments concerning our services or charges, please bring them to our attention immediately so that any problem can be resolved quickly.

Jones Petrie Rafinski appreciates the opportunity to be of service to you on this project and is prepared to commence work immediately upon your acceptance of this Proposal. Should you have any questions or require additional information, please contact me at (574) 232-4388. If acceptable, please execute the Proposal by signature, where indicated and return a copy to my attention via email at jbarnes@jpr1source.com.

Sincerely,



Jeffrey S. Barnes
Professional Land Surveyor

**SURVEYING SERVICES FOR LABOUR (STERLING) SITES, ELKHART, INDIANA
PROPOSAL ACCEPTANCE**

This proposal is hereby accepted and authorization to proceed hereby granted:

Accepted By: _____ Date: _____

Printed name: _____

Billing address: _____

Phone No.: _____ E-mail: _____

The party that signs this proposal is directly responsible for all charges incurred during the course of our work.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,
APPROPRIATING FUNDING FOR WATER USAGE

Whereas, The Commission has received the attached invoices for excessive city water use in relation to asbestos clean up in the Roundhouse Area and related to the TCE remediation at the former Walter Piano site on Beardsley Avenue; and

Whereas, the Commission believes it is in the best interest of the City, the Area, and the inhabitants to approve the invoices and appropriate the funds to pay the same.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the attached invoices for payment.
2. The Commission appropriates sum of \$543.24 from the Brownfields Special Fund to cover the cost of the water usage at the Roundhouse site, and the sum of \$39.24 from the Technology Park Tax Allocation Area Special Fund to cover the cost of the water usage at the Walter Piano site.
3. The Officers and staff of the Commission are hereby authorized to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 11TH DAY OF FEBRUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 2/4/25
Re: Water Usage

As part of the environmental remediation process water is often needed for various tasks from dust suppression to dilution of injection materials, fire hydrants are commonly used to supply this water to the site. The City is unable to just "write off" this usage due to the utilities requirement to monitor water usage across the City for reporting purposes. With that being said, there are a couple of sites owned by the Commission that staff has been working on where an agreement was made to pay for that usage.

IDEM was called in August of 2024 for an emergency response to asbestos containing materials found on the Roundhouse site during ongoing testing. IDEM removed and disposed of 6-8 inches of soil from the 10 acre site over a 4 month period with a total investment of \$2,284,000. The water usage was associated with dust suppression during excavations due to the type of asbestos found and its ability to become airborne very easily. IDEM used approximately 460,000 gallons of water during this time. Staff is requesting the Commission appropriate \$543.24 from the Brownfield account for the water used at the Roundhouse property by IDEM during the asbestos remediation.

The second project is the ongoing remediation of the former Walter Piano site at 700 W Beardsley. We have an approximately \$800,000 grant through Indiana Finance Authority and Indiana Brownfields for injections of an oxidant at the site to remediate the TCE plume. These injections have been ongoing for 3 years now and are showing some good results. Staff is requesting the Commission appropriate \$39.24 from the Tech Park TIF to cover the costs associated with the water use.



229 S. 2nd Street Elkhart, IN 46516
Phone: (574) 294-5471

INVOICE

Billed To:
ELKHART COMM & REDEVELOPMENT
229 S. 2ND ST.
ELKHART, IN 46516

DATE: 12/18/2024
INVOICE #: INV02717
DUE DATE: 1/18/2025
TOTAL DUE: 543.24

CUSTOMER ACCOUNT # : 80-1040

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
Permit, Use Hydrant @ 6th & Dr. King (Remediation)			
TOTAL THIS INVOICE			543.24

For questions, contact our office at (574) 294-5471

REMIT TO:

City of Elkhart
1201 S. Nappanee St.
Elkhart, IN 46516

A copy of this invoice should accompany your check. Thank you!



City of Elkhart

Elkhart Public Works & Utilities

Permit to Use Fire Hydrant

elkhartwaterbilling@coei.org

Office Use Only	
Refundable deposit paid -	\$2,000.00 _____
Receipt #	_____
Date:	_____
Initials:	_____
Copy/Ryan :	_____

Permission is hereby granted to: Adam Fann #80-1040

To use hydrant located at: 6th of Dr King INVO2717

For the purpose of: Environmental Remediation

This permit valid only 8/7/24 through 11/7/24 90 day Max.

This permit is non-transferable. Hydrant shall be fitted with an approved control valve assembly by permittee. When opening hydrant, the operating nut shall be operated using a standard hydrant wrench to fully open the hydrant, and standard operating procedure shall be followed. Hydrant is to remain fully open and flow shall be regulated using the control valve assembly. The Water Utility has the right to require reduced flow if it causes discoloration complaints. At end of use, hydrant is to be fully closed and caps replaced. Notify Elkhart Public Works & Utilities office when use of hydrant is complete. Meters are issued for a maximum of 90 days. After 90 days, you are permitted a one-time renewal of another 90 days. After your allotted time, return of equipment is expected promptly. You will receive one courtesy call for reminder of returning equipment. If after 10 business days we have not received your equipment, we will bill for replacement costs.

I hereby assume responsibility for correct operation of the above hydrant and will personally attach the hydrant control valve assembly and close the hydrant if usage is not metered by personnel. I also accept full responsibility for payment of all damage from water issuing from the hydrant which is caused by my use of the hydrant (i.e., washout, etc.)

8/7/24
Application Date

[Signature]
Applicant's Signature

[Signature]
PWU Representative

Customer Billing Information

Deposit Refund Information

Name		
Address	<u>209 S Grand St.</u>	
City, State Zip		
Phone Number		
Email		

Superintendent Contact Information

Name	
Phone Number	

USE OF CITY HYDRANTS

1. Obtain permit at Public Works & Utilities Billing office. Public Works & Utilities will charge for water used and an inspection fee for checking hydrant after each use. A refundable deposit of \$2,000.00 is required to guarantee proper use of hydrant, backflow device, hydrant connection and wrench.
2. Water Utility does not supply hose.
3. If you have any issues using the equipment or with their condition please notify office immediately or you may be charged for the repairs.

PROCEDURE IN USING HYDRANT CONNECTION (NO DEVIATION PERMITTED)

1. Remove hydrant cap and install valved hydrant connection.
2. Shut off valve on hydrant connection.
3. *Positively, never use a pipe wrench on a hydrant.* Fire Hydrants, when in use, must be wide open at all times. Otherwise, the drains are open and the hydrant may be damaged by washing out of soil by the water escaping from the drain. This makes the soil soggy and removes the soil support that is necessary to keep the hydrant from separating from the pipeline.
4. Turn on hydrant. Open hydrant valve fully using approved-type wrench.
5. Regulate flow of water with hydrant connection valve.
6. When finished and ready to shut hydrant off, close connection valve, close hydrant, then open hydrant connection valve and check to see if hydrant is shut off.
7. Remove connection-check to see that water drains from hydrant barrel, replace hydrant cap.
8. Return connection and wrench to Public Works & Utilities.
9. After hydrant inspection, Public Works & Utilities will return the deposit, less any maintenance costs due to mis-use of hydrant, hydrant connection, or wrench.

MATERIAL

PLEASE INITIAL	Issued		Returned	
	Customer	Billing Staff	Customer	Billing Staff
Hydrant Meter	A	RP		
Backflow	A	RP		
Wrench	A	RP		
Stand	A	RP		

Would you like the deposit on file returned? Yes _____ No _____

Meter Size	3"
Meter Number	—
Backflow Size	2"
Backflow Number	ACC 2815
Meter Reading Start	36800
Meter Reading Finish	496300
Consumption	459500
Return Date	

CHARGES

Trip Charge	\$25.00
Fee for Water Used	\$ 518.24
Damages	\$ —
Tax	\$ —
AMOUNT DUE	\$ 543.24

Basis of Water Fee:

Metered usage: Actual number of gallons used to be charged according to the current Schedule of Rates.
Unmetered usage: Cost per hour according to our current Schedule of Rates.

Illegal use of hydrant will be charged at \$900.00 per day or occurrence, plus cost to repair any damage.



City of Elkhart

229 S. 2nd Street Elkhart, IN 46516
Phone: (574) 294-5471

INVOICE

Billed To:
City of Elkhart Developmental Services
City Of Elkhart
Developmental Services
201 S. 2nd St.
Elkhart, IN 46516

DATE: 9/17/2024
INVOICE #: INV02494
DUE DATE: 10/17/2024
TOTAL DUE: 39.24

CUSTOMER ACCOUNT # : 80-8009

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
Fire Hydrant Use @ 700 W. Beardsley 9/24 to 12/24			
TOTAL THIS INVOICE			39.24

For questions, contact our office at (574) 294-5471

REMIT TO:

City of Elkhart
1201 S. Nappanee St.
Elkhart, IN 46516

A copy of this invoice should accompany your check. Thank you!



City of Elkhart

Elkhart Public Works & Utilities

Permit to Use Fire Hydrant

elkhartwaterbilling@coei.org

Office Use Only	
Refundable deposit paid -	\$2,000.00 _____
Receipt #	_____
Date:	_____
Initials:	_____
Copy/Ryan :	_____

Permission is hereby granted to: CITY OF ELKHART - ADAM FANN

To use hydrant located at: 700 W BEARDSLEY

For the purpose of: Environmental Remediation (Paul Graca, Weaver Consultants Group)

This permit valid only 9/9/2024 through 12/9/2024 90 day Max.

This permit is non-transferable. Hydrant shall be fitted with an approved control valve assembly by permittee. When opening hydrant, the operating nut shall be operated using a standard hydrant wrench to fully open the hydrant, and standard operating procedure shall be followed. Hydrant is to remain fully open and flow shall be regulated using the control valve assembly. The Water Utility has the right to require reduced flow if it causes discoloration complaints. At end of use, hydrant is to be fully closed and caps replaced. Notify Elkhart Public Works & Utilities office when use of hydrant is complete. Meters are issued for a maximum of 90 days. After 90 days, you are permitted a one-time renewal of another 90 days. After your allotted time, return of equipment is expected promptly. You will receive one courtesy call for reminder of returning equipment. If after 10 business days we have not received your equipment, we will bill for replacement costs.

I hereby assume responsibility for correct operation of the above hydrant and will personally attach the hydrant control valve assembly and close the hydrant if usage is not metered by personnel. I also accept full responsibility for payment of all damage from water issuing from the hydrant which is caused by my use of the hydrant (i.e., washout, etc.)

9/9/2024
Application Date

[Signature]
Applicant's Signature

[Signature]
PWU Representative

#80-8009

ENV02494
Customer Billing Information

Deposit Refund Information

Name	<u>CITY OF ELKHART</u>	
Address		
City, State Zip		
Phone Number		
Email		

Superintendent Contact Information

Name	
Phone Number	

USE OF CITY HYDRANTS

1. Obtain permit at Public Works & Utilities Billing office. Public Works & Utilities will charge for water used and an inspection fee for checking hydrant after each use. A refundable deposit of \$2,000.00 is required to guarantee proper use of hydrant, backflow device, hydrant connection and wrench.
2. Water Utility does not supply hose.
3. If you have any issues using the equipment or with their condition please notify office immediately or you may be charged for the repairs.

PROCEDURE IN USING HYDRANT CONNECTION (NO DEVIATION PERMITTED)

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4. Turn on hydrant. Open hydrant valve fully using approved-type wrench.
5. Regulate flow of water with hydrant connection valve.
6. When finished and ready to shut hydrant off, close connection valve, close hydrant, then open hydrant connection valve and check to see if hydrant is shut off.
7. Remove connection-check to see that water drains from hydrant barrel, replace hydrant cap.
8. Return connection and wrench to Public Works & Utilities.
9. After hydrant inspection, Public Works & Utilities will return the deposit, less any maintenance costs due to mis-use of hydrant, hydrant connection, or wrench.

MATERIAL

PLEASE INITIAL	Issued		Returned	
	Customer	Billing Staff	Customer	Billing Staff
Hydrant Meter	PK	CD		CD
Backflow	PK	CD		CD
Wrench	PK	CD		CD
Stand	PK	CD		CD

Would you like the deposit on file returned? Yes _____ No

Meter Size	5/8"
Meter Number	1568679090
Backflow Size	
Backflow Number	3901021
Meter Reading Start	6518.08
Meter Reading Finish	14,326.23
Consumption	7,800
Return Date	9/16/2024

CHARGES

Trip Charge	\$25.00
Fee for Water Used	\$ 13.31
Damages	\$.
Tax	\$.93
AMOUNT DUE	\$ 39.24

Basis of Water Fee:

Metered usage: Actual number of gallons used to be charged according to the current Schedule of Rates.
Unmetered usage: Cost per hour according to our current Schedule of Rates.

Illegal use of hydrant will be charged at \$900.00 per day or occurrence, plus cost to repair any damage.

RESOLUTION NO. 25-R-

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

WHEREAS, the Commission holds title to, or is in the process of acquiring, real estate located in the City of Elkhart, Indiana, generally consisting of those parcels commonly known as 1913 Yuma Avenue, (the "Real Estate") and has determined that the Real Estate shall be offered for sale in furtherance of the economic development plan of the Commission; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission now determines and declares that the highest and best use for the Real Estate shall be to offer it for sale for uses allowed in an M-1 Zone.
2. The Offering Sheet for the Real Estate attached hereto is approved. The Offering Price for the Real Estate shall be as set forth in the offering sheet.
3. Notice shall be published in accordance with I.C. 5-3-1 which shall contain the information required under IC 36-7-14-22(d), and shall designate the time and place for opening and consideration of all offers submitted.
4. The Commission reserves the right to reject any and all offers submitted, and to make award to the highest and best bidder.
5. The Officers and staff of the Commission are authorized to take all action necessary, and prepare and execute all documents necessary, to carry out the terms of this Resolution.
6. Adopted by unanimous vote on the 11th day of February, 2025.

City of Elkhart, Indiana, Redevelopment
Commission:

By: _____
Sandra Schreiber, President

Attest:

By: _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 1/17/25
Re: 1913 Yuma Ave Offering

Staff has received 2 independent appraisals for the property owned by the Redevelopment Commission at 1913 Yuma Ave and is asking the Commission to offer the property for sale to the public for \$22,000.

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

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana will on the 11th day of March, 2025, at 4:00 p.m. (EST), at the Common Council Chambers in the Municipal Building, 229 South Second Street, Elkhart, Indiana, conduct a public meeting to open and consider written offers for the purchase of real estate in the City and County of Elkhart, State of Indiana, as follows:

Lot Numbered 55 in Hazel Park Addition to Elkhart, as per plat thereof recorded in Deed Record 113, page 109, of the Records in the Office of the Recorder of Elkhart County, Indiana, together with the North Half of the vacated alley lying South of and adjacent to said lot.

The Commission believes the highest and best use of this property will be for uses allowed in an M-1 Zone.

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

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

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

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

REDEVELOPMENT COMMISSION
CITY OF ELKHART, INDIANA

By: _____
Sandra Schreiber, President

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

OFFERING SHEET

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

Available Properties	Offered Price
1913 Yuma Avenue	\$22,000.00
Tax ID No. 20-06-15-307-005.000-012	

The property must be used for purposes allowed in an M-1 Zone.

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

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

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

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

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING E. WINDSOR SIDEWALK
AND CASS LIGHTING REQUEST FOR QUOTES AND FORM OF
AGREEMENT FOR PROFESSIONAL SERVICES

Whereas, the Commission desires to issue a Request for Quotes for engineering services pertaining to the design and engineering of pedestrian, lighting and stormwater improvements along E. Windsor Avenue and Cassopolis Street (the "Services"), as more fully described in the attached form of Request for Quotes (the "RFQ") and Standard Form of Agreement for Professional Services (the "Agreement"); and

Whereas, the Commission now finds that the Services described therein are necessary and will lead to significant and beneficial improvements to the Cassopolis TIF Area, and that the RFQ with Agreement are in proper form and content and should be approved for issuance.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the form and terms of the RFQ and Agreement and authorizes the issuance thereof.
2. The staff will cause a notice to be issued to professional engineering firms deemed capable of performing the Services with the RFQ and form of Agreement designating that the Commission will open and consider written proposals for performance of the Services at its public meeting on March 11, 2025.
3. The Officers of the Commission are hereby authorized to execute and deliver all the documents and to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 11TH DAY FEBRUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary



City of Elkhart
Community & Redevelopment

Request for Quotes

E Windsor Ave. & Cassopolis St. Pedestrian Access and Lighting Design and Engineering

January 31, 2025

City of Elkhart, Indiana, Department of Redevelopment

The City of Elkhart invites quotes for the design and engineering of pedestrian, lighting, and stormwater improvements along E Windsor Ave. and Cassopolis St. (SR 19) on the city's north side. This highly traveled area provides access to the Indiana Toll Road and serves local residents, regional commuters, and cross-country travelers who utilize the wide selection of lodging, retail businesses, restaurants, and professional services located around the Cassopolis St. corridor. As new construction continues in the area, increases to both vehicular and pedestrian traffic are expected. By providing new sidewalks, sidewalk connections, lighting, and adequate stormwater retention, the City continues its commitment to investments which promote safety and connectivity while enhancing features that add value and are visually appealing.

INTRODUCTION

E Windsor Ave. is a local city street with two lanes of two-way traffic separated by a center median with gaps at city owned streets, private roads, and private drives. The area is zoned PUD with restaurants, professional offices, professional services, and retail businesses. Construction of a hotel at the corner of E Windsor Ave. and Johnson St. is expected to be completed in early 2025. E Windsor Ave. is a curbed street with stormwater being directed to inlets with outfall directed to retention areas within and outside of the right-of-way.

Cassopolis St., also known as State Road 19, is a five lane principal arterial which sees greater than 18,000 daily vehicles (AADT). Hotels, restaurants, shopping, and a visitor center welcome local residents, regional commuters, and cross-county travelers using the Indiana Toll Road, Exit 92. Cassopolis St. is an overpass of the toll road which has had several major improvements installed in 2024-2025 and is lined on the west with aging decorative street lighting from Belvedere Rd. to Northpointe Blvd.

OBJECTIVE

The E Windsor Ave. pedestrian access plan establishes a sidewalk from the current Cassopolis St. sidewalk to Johnson St., along the north side of the street. The project should include curb cuts at all drive approaches and intersecting streets, a mid-block crossing connection to an existing bus stop with adequate lighting and signage, the use of existing curbs, gutters, stormwater inlets, and existing retention areas, and a landscape buffer (tree lawn) where practical. Plans should avoid major above and below ground utility service points, privately owned landscaping, and monument signs. A section of the south side of E Windsor Ave., from the current Cassopolis St. sidewalk to the bus stop, having the same criteria as above, is also desired.

The lighting improvement component along Cassopolis St. should anticipate the reuse of existing light pole foundations and electrical circuitry to the greatest extent possible. Specifications for light poles and luminaires should plan to utilize the light poles and luminaires installed at the newly constructed overlooks as the basis of design and bid. Pole height and other details are the responsibility of the engineer.

To achieve the outlined objectives, the quotation should include pricing for permits, site survey, geotechnical analysis, maintenance of traffic, stormwater management, and any other services required for the development of construction-ready bid documents.

ADDITIONAL CONSIDERATIONS

Consultant should anticipate using the current City of Elkhart Standard Specifications and the current INDOT Standard Specifications. Consultant should anticipate using the current City of Elkhart Professional Services Agreement, included in this document.

The conceptual plans included in this RFQ are intended to provide the city's general vision for this project and does not take into account all potential construction limitations. Designs which deviate from the concept are expected.

QUOTE/SUBMITTAL

Quotes will be accepted during the hours of 8:00 a.m. to 4:30 p.m. (ET) Monday-Friday and up until 4:00 p.m. (ET) on Tuesday, March 11, 2025 (the Deadline). All proposals received by the Permit Center prior to the Deadline will be reviewed at the meeting of the Redevelopment Commission (Commission) scheduled to start at 4:00 p.m. (ET) on Tuesday, March 11, 2025. Any quotes received after the Deadline will be returned to the submitter unopened. After review of the quotes, the Commission will take action based on staff recommendation.

Documents may be obtained by going to the following web address and downloading the documents for free: elkhartindiana.org/bid-opportunities

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

Submit proposals to:
City of Elkhart, Indiana, Department of Redevelopment
Attention: Sherry Weber
201 South 2nd Street
Elkhart, IN 46516

EXHIBITS

Exhibit A: Conceptual plan

Exhibit B: Lighting Cutsheet

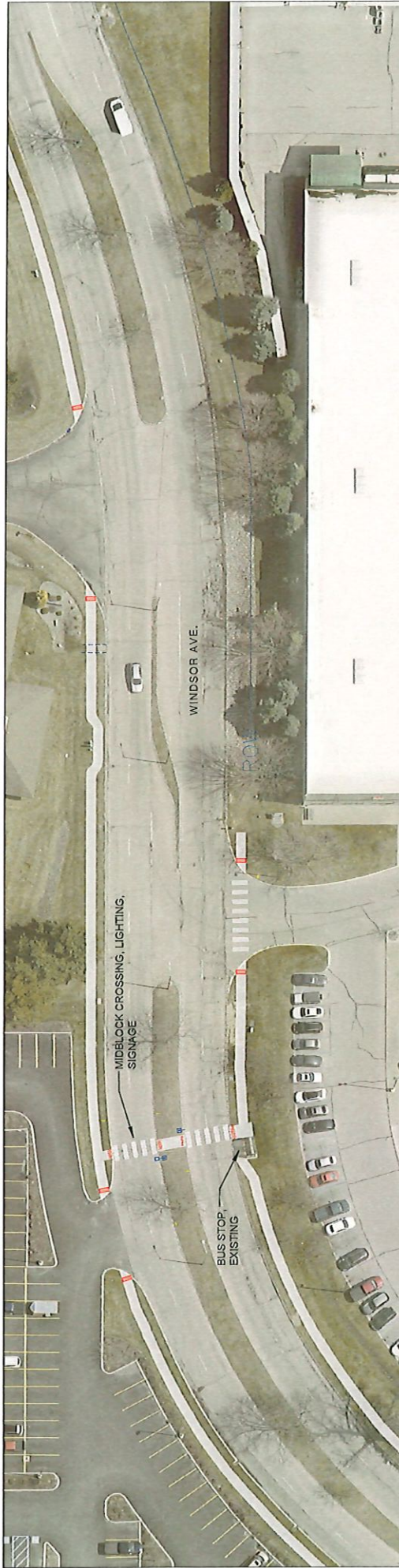
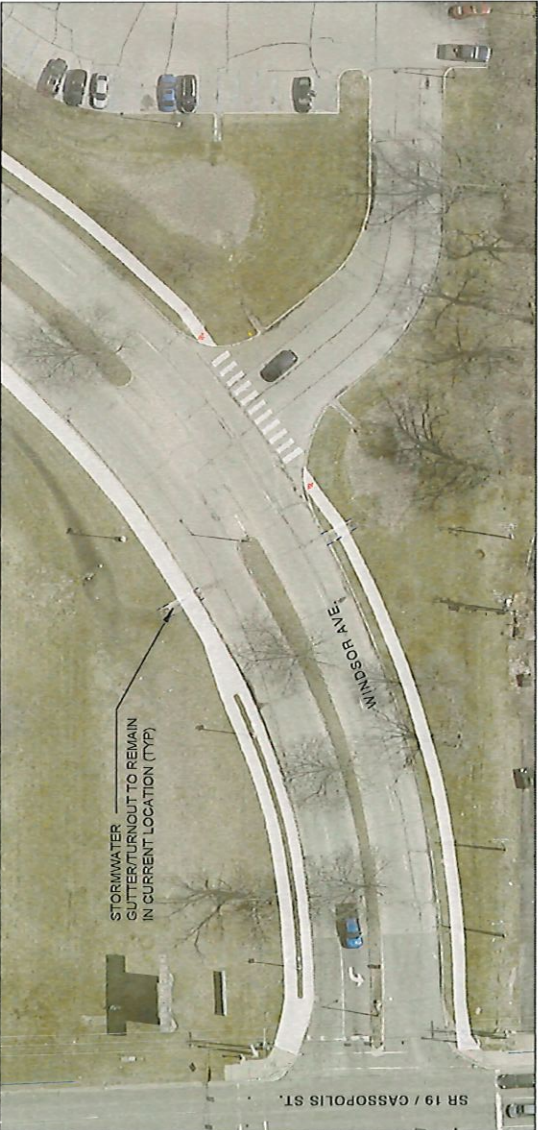


EXHIBIT A: CONCEPTUAL PLAN

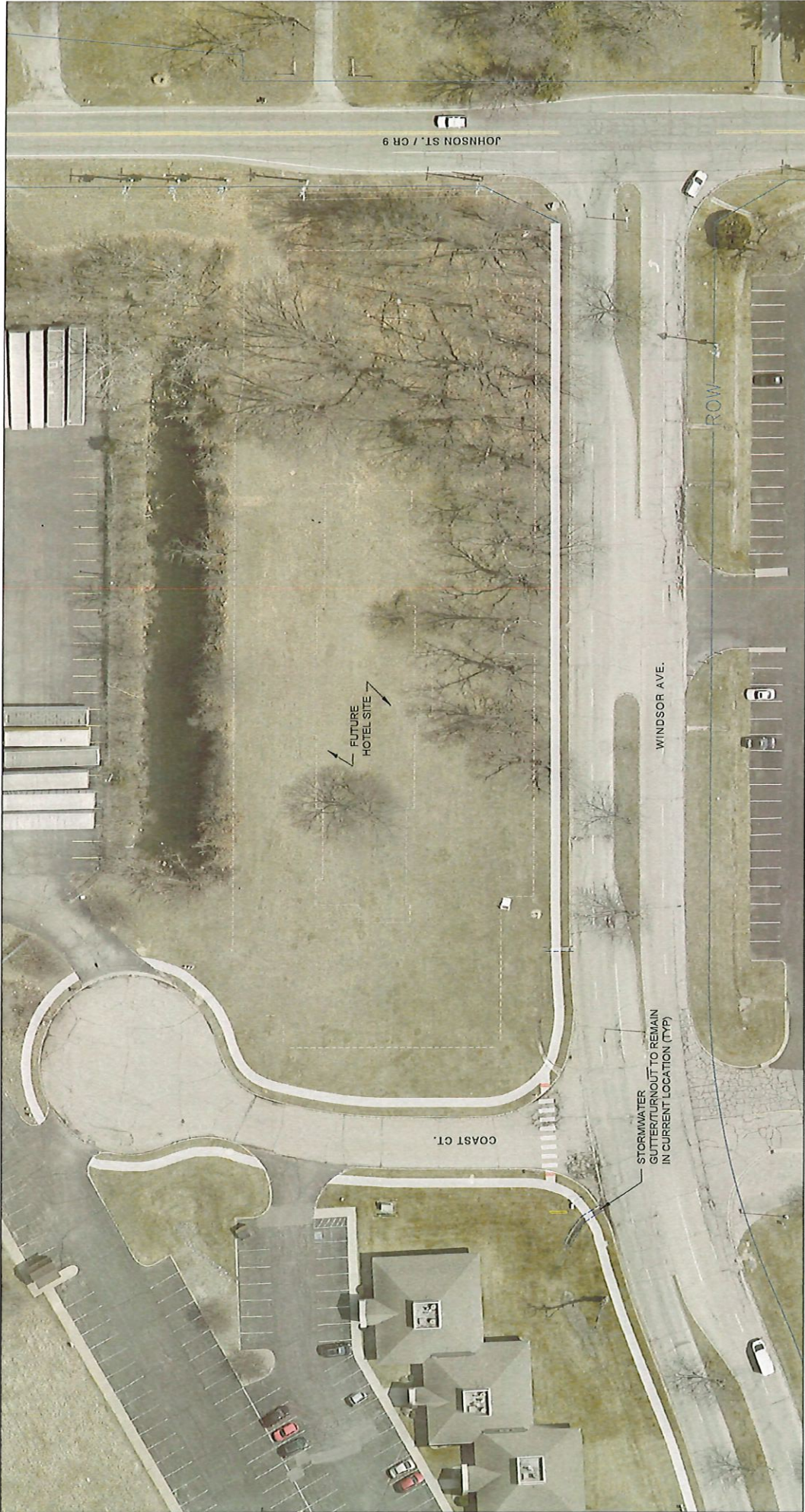


EXHIBIT A: CONCEPTUAL PLAN

EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend		Catalog Number: SLD-36L-80-4K-T5W-UNV-2PF-FTS-BLT	Type: 71
ESL/SPECTRUM <small>LIGHTING / CONSULTING / DESIGN</small>	Job Name: City of Elkhart - Linear Park	Notes:	SB23-110406



SLIDE Series

ARCHITECTURAL AREA LUMINAIRE

DATE: _____ LOCATION: _____
 TYPE: _____ PROJECT: _____
 CATALOG #: _____

FEATURES

- Versatile, transitional designed lighting fixture, created to yield the ultimate in flexibility in LED Post Top Lighting
- Classic geometric form of a cylinder offers 3 different top shades, 3 LED wattages, and 5 different full cutoff lighting distributions
- Integral LifeShield thermal regulator insures maximum life and energy efficiency
- Available with a no glare LED indirect system, for use in low mounting height pedestrian walkway lighting applications



CONTROL TECHNOLOGY



SPECIFICATIONS

CONSTRUCTION

- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED
- Beacote V polyester powder-coat electrostatically applied and thermocured
- Beacote V finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish
- The finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds

OPTICS

- 100V through 277V, 347V or 480V input, 50 Hz to 60 Hz (UNV)
- Power factor is .92 at full load
- All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2

OPTICS (CONTINUED)

- Dimming drivers are standard with connections for external dimming equipment available upon request
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is listed by UL for use at 600VAC at 50°C or higher
- Plug disconnects are listed by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only

ELECTRICAL

- The electrical chamber/filter shall be an aluminum, decorative filter designed to accommodate the driver assembly and shall mount to 3" OD x 4" H tenon and be secured by three stainless steel set screws
- The housing is designed for an optional twist lock photo control receptacle
- Ambient operating temperature -40°C to 40°C
- Surge protection -20KA
- Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device is able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.)

CERTIFICATIONS

- Listed to UL1598 and CSA22.2 #250.0-24 for wet locations and 40°C ambient temperatures
- IDA approved
- EPA 1.2

WARRANTY

- 5 year warranty

KEY DATA	
Lumen Range	2,451-10,933
Wattage Range	27-110
Efficacy Range (LPW)	82-97
Weight lbs. (kg)	31 (14.1)



currentlighting.com/beacon

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Page 1 of 3
Rev 09/19/22

slide_spec_Slike Optic_redesign_ROI

EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend 	Job Name: City of Elkhart - Linear Park	Catalog Number: SLD-36L-80-4K-T5W-UNV-2PF-FTS-BLT Notes:	Type: <div style="font-size: 2em; font-weight: bold; text-align: center;">71</div> SB23-110406
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SLIDE Series

ARCHITECTURAL AREA LUMINAIRE

DATE: _____ LOCATION: _____
 TYPE: _____ PROJECT: _____
 CATALOG #: _____

ORDERING GUIDE

Example: SLD-36L-80-5K7-4-UNV-CTS-BLT

CATALOG #

SLD	Engine Watts	LED Color	Optics	UNV	Electrical Options	Control Options
Series				Voltage		
SLD SLIDE	24L-27 27W, LED array 24L-55 55W, LED array 36L-80 80W, LED array 48L-110 110W, LED array	3K 3000K, 70 CRI 4K 4000K, 70 CRI 5K 5000K, 70 CRI	T2 Type II T3 Type II T4 Type IV T5R Type V, rectangular T5QM Type V, square medium T5W Type V, round wide	UNV 120-277V	PEC Photocell, button 2PF Dual power feed	GENI-XX Energen ¹

Shade Options	Color
CTS Curved Shade	BLT Black Matte Textured
STS Sloped shade	BLS Black Gloss Smooth
FTS Flat shade	DBT Dark Bronze Matte Textured
	DBS Dark Bronze Gloss Smooth
	GTT Graphite Matte Textured
	LGS Light Grey Gloss Smooth
	PSS Platinum Silver Smooth
	WHT White Matte Textured
	WHS White Gloss Smooth
	VGT Verde Green Textured
	Color Option
	CC Custom color

Notes:
 1 When ordering Energen, specify the routine setting code (Example: GENI-04)
 See Energen brochure and instructions for setting table and options

EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend 	Job Name: City of Elkhart - Linear Park	Catalog Number: SLD-36L-80-4K-T5W-UNV-2PF-FTS-BLT Notes:	Type: 71 SB23-110406
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SLIDE Series

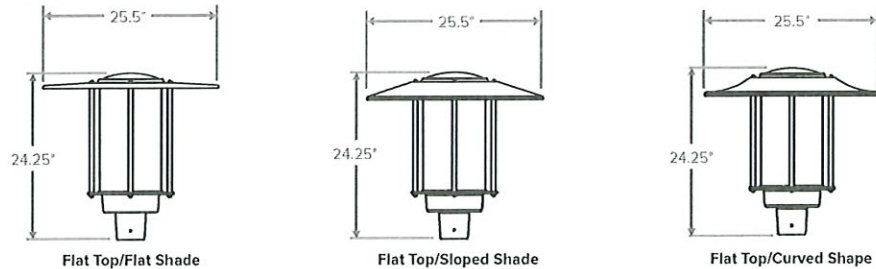
ARCHITECTURAL AREA LUMINAIRE

PERFORMANCE DATA

# Of LEDs	Nominal Wattage	System Watts	Dist. Type	5K (5000K NOMINAL 70 CRI)					4K (4000K NOMINAL 70 CRI)					3K (3000K NOMINAL 80 CRI)				
				Lumens	LPW'	B	U	G	Lumens	LPW'	B	U	G	Lumens	LPW'	B	U	G
24	350mA	27W	2	2715	98	1	0	1	2798	101	1	0	1	2475	93	1	0	1
			3	2713	98	1	0	1	2797	101	1	0	1	2573	93	1	0	1
			4	2748	99	0	0	1	2833	102	0	0	1	2606	94	0	0	1
			4W	2584	93	1	0	1	2664	96	1	0	1	2451	88	1	0	1
			5QM	2861	103	2	0	0	2950	106	2	0	0	2714	98	2	0	0
			5R	2833	102	2	0	2	2920	105	2	0	2	2687	97	2	0	2
			5W	2823	102	2	0	1	2911	105	2	0	1	2678	97	2	0	1
24	700mA	55W	2	5031	91	1	0	1	5187	94	1	0	1	4772	87	1	0	1
			3	5028	91	1	0	2	5184	94	1	0	2	4769	87	1	0	2
			4	5093	93	1	0	2	5250	95	1	0	2	4831	88	1	0	2
			4W	4788	87	1	0	2	4936	90	1	0	2	4542	83	1	0	2
			5QM	5302	96	2	0	1	5466	99	3	0	1	5029	91	2	0	1
			5R	5250	95	3	0	3	5413	98	3	0	3	4980	91	3	0	3
			5W	5232	95	3	0	1	5394	98	3	0	1	4963	90	3	0	1
36	700mA	80W	2	7547	91	1	0	2	7780	94	1	0	2	7158	86	1	0	2
			3	7543	91	1	0	2	7776	94	1	0	2	7154	86	1	0	2
			4	7640	92	1	0	2	7876	95	1	0	2	7246	87	1	0	2
			4W	7183	87	1	0	2	7405	89	1	0	2	6812	82	1	0	2
			5QM	7954	96	3	0	1	8200	99	3	0	1	7544	91	3	0	1
			5R	7876	95	3	0	3	8119	98	3	0	3	7470	90	3	0	3
			5W	7849	95	3	0	2	8092	97	3	0	2	7444	90	3	0	2
48	700mA	110W	2	10062	91	2	0	2	10373	94	2	0	2	9543	86	2	0	2
			3	10057	91	1	0	2	10368	94	1	0	2	9539	86	1	0	2
			4	10186	92	1	0	2	10501	95	1	0	3	9661	87	1	0	2
			4W	9577	86	1	0	2	9873	89	2	0	2	9083	82	1	0	2
			5QM	10605	96	3	0	2	10933	99	3	0	2	10058	91	3	0	2
			5R	10501	95	3	0	3	10826	98	3	0	3	9960	90	3	0	3
			5W	10465	94	4	0	2	10789	97	4	0	2	9926	90	4	0	2

1 Lumen values are from photometric tests performed in accordance with IESNA LM-79-03. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.

DIMENSIONS



currentlighting.com/beamon

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Rev 09/19/22

slide_spec_Slike Optic_redesgn_ROI

EXHIBIT B: LIGHTING CUT SHEET

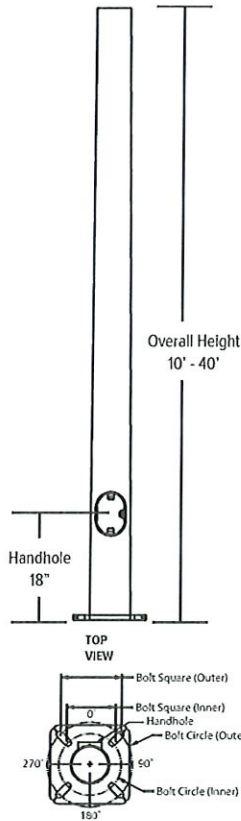
Submitted by ESL-Spectrum - South Bend	Catalog Number: RTAB16-50A-OT-BLT	Type: 71
Job Name: City of Elkhart - Linear Park	Notes:	SB23-110406



RTA-B Series Poles

ROUND TAPERED ALUMINUM

DATE: _____ LOCATION: _____
 TYPE: _____ PROJECT: _____
 CATALOG #: _____



APPLICATIONS

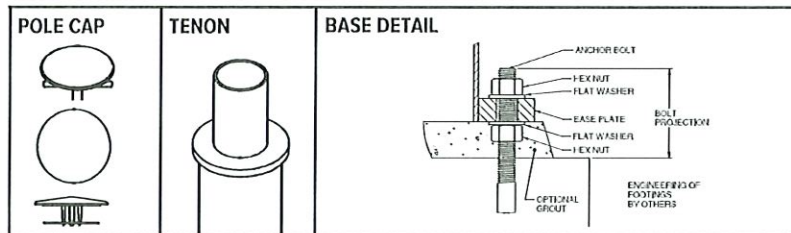
- Lighting installations for side and top mounting of luminaires with effective projected area (EPA) not exceeding maximum allowable loading of the specified pole in its installed geographic location

CONSTRUCTION

- SHAFT:** One-piece tapered aluminum with round cross section, made of 6061-T6 shaft and 356-T6 cast aluminum base
- GROUP 1**
 - ANCHOR BOLTS:** Supplied with (3) galvanized anchor bolts with minimum yield of 55,000 psi (ASTM F1554). Galvanized hardware with two washers and two nuts per bolt for leveling. Top nut is acorn nut.
 - POLE CAP:** 3" pole top standard; Supplied with removable cover when applicable; Tenon configurations also available
 - HANDHOLE:** 2" X 4" handhole opening with cover grounding provision provided opposite handhole opening. The handhole is located 18" from the base of the pole.
- GROUP 2**
 - ANCHOR BOLTS:** Supplied with (4) galvanized anchor bolts with minimum yield of 55,000 psi (ASTM F1554). Galvanized hardware with two washers and two nuts per bolt for leveling
 - BOLT COVER:** Four individual bolt covers provided
 - POLE CAP:** Pole shaft supplied with removable cover when applicable; Tenon and post-top configurations also available
 - HANDHOLE:** 4" X 6" handhole opening with cover and grounding provision handhole 3" x 5" for 20' pole. The handhole is located 18" from the base of the pole.

FINISH

- Durable thermoset polyester powder coat paint finish with nominal 3.0 mil thickness
- Decorative finish coat available in six standard colors; Custom colors available, RAL number preferred



ORDERING INFORMATION

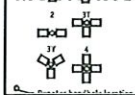
ORDERING EXAMPLE:

RTA - B - 20 - 60 - B - 2 - B3 - DBT - VM2

Reference page 2 for available configurations

SERIES	HEIGHT	SHAFT	THICKNESS	MOUNTING	FINISH	OPTIONS
RTA-B Round Tapered Aluminum Pole Beacon	Reference page 2 Ordering matrix	Bottom O.D. Reference page 2 Ordering matrix	Reference page 2 Ordering matrix	1 Single arm mount 2 Two fixtures at 180° 2L Two fixtures at 90° 3T Three fixtures at 90° 3Y Three fixtures at 120° 4 Four fixtures at 90° TA Tenon (2.375" OD) TB Tenon (2.875" OD) TC Tenon (3.5" OD) OT Open Top (includes pole cap)	BLT Black Matte Textured BLS Black Gloss Smooth DBT Dark Bronze Matte Textured DBS Dark Bronze Gloss Smooth GTT Graphite Matte Textured LGS Light Grey Gloss Smooth PSS Platinum Silver Smooth WHT White Matte Textured WHS White Gloss Smooth VGT Verde Green Textured Color Option CC Custom Color	GFI ¹ 20 Amp GFCI Receptacle and Cover EHH ¹ Extra Handhole C05 ¹ .5" Coupling C07 ¹ .75" Coupling C20 ¹ 2" Coupling VM2 2nd mode vibration damper LAB Less Anchor Bolts

MOUNTING ORIENTATION



¹ Specify option location using logic found on page 2 (Option Orientation)

ACCESSORIES- Order Separately

Catalog Number	Description
VM2SXX	2nd mode vibration damper

DRILL PATTERN

- B1 Cruiser, "AM" arm
- B3 2 bolt (2-1/2" spacing), Viper "A" arm
- S2 2 bolt (3-1/2" spacing), Viper "AD" arm



currentlighting.com/beacon

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Page 1 of 3
Rev 05/19/22

RTA_B_Poles_spec_sheet_R01

EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend		Catalog Number: RTAB16-50A-OT-BLT	Type: 71
ESL/SPECTRUM LIGHTING / CONTROLS / DESIGN	Job Name: City of Elkhart - Linear Park	Notes:	SB23-110406



RTA-B Series Poles

ROUND TAPERED ALUMINUM

DATE: _____ LOCATION: _____
 TYPE: _____ PROJECT: _____
 CATALOG #: _____

ORDERING INFORMATION Cont.

Catalog Number	Height		Nominal Shaft Dimensions	Wall Thickness	Bolt Circle	Bolt Circle Range	Base Plate Size	Base Plate Shape	Anchor bolt size	Bolt Projection	Pole weight
	Feet	Meters									
Group 1											
RTA-B-10-40-A	10	3.0	4" x 3"	.125"	7"	-	7.25	Triangular	3/4x17x3"	3.25"	24
RTA-B-12-40-A	12	3.7	4" x 3"	.125"	7"	-	7.25	Triangular	3/4x17x3"	3.25"	27
RTA-B-14-40-A	14	4.3	4" x 3"	.125"	7"	-	7.25	Triangular	3/4x17x3"	3.25"	32
RTA-B-16-50-A	16	4.9	5" x 3"	.125"	8"	-	8.31	Triangular	3/4x17x3"	3.25"	35
RTA-B-18-50-A	18	5.5	5" x 3"	.125"	8"	-	8.31	Triangular	3/4x17x3"	3.25"	42
RTA-B-20-50-A	20	6.1	5" x 3"	.125"	8"	-	8.31	Triangular	3/4x17x3"	3.25"	47
Group 2											
RTA-B-20-60-B	20	6.1	6" x 4"	.188"	9.5"	9 - 10"	9.75	Square	1" x 36" x 4"	4.25"	90
RTA-B-25-70-B	25	7.6	7" x 4"	.188"	11"	10 - 11"	10.5	Square	1" x 36" x 4"	4.25"	120
RTA-B-30-80-B	30	9.1	8" x 4.5"	.188"	11"	11 - 12"	11.25	Square	1" x 36" x 4"	4.25"	150
RTA-B-35-80-C	35	10.7	8" x 4.5"	.250"	11"	11 - 12"	11.25	Square	1" x 36" x 4"	4.25"	205
RTA-B-40-80-C	40	12.2	8" x 4.5"	.250"	11"	11 - 12"	11.25	Square	1" x 36" x 4"	4.25"	260

NOTE: Factory supplied template must be used when setting anchor bolts. Current will deny any claim for incorrect anchorage placement resulting from failure to use factory supplied template and anchor bolts.

<p>EHH - EXTRA HANDHOLE</p> <p>Provision for Grounding</p>	<p>C05 - C07 - C20 - COUPLING</p> <p>2" - 11.5 NPSG Threads 3/4" - 14 NPSG Threads 1/2" - 14 NPSG Threads</p>	<p>VM2 - VIBRATION DAMPER 2ND MODE (GROUP 2 ONLY)</p> <p>Factory installed, internal damper designed to alter pole resonance to reduce movement and material fatigue caused by 2nd mode vibration.</p>	<p>VM2SXX - VIBRATION DAMPER 2ND MODE (GROUP 2 ONLY)</p> <p>Field installed, internal damper designed to alter pole resonance to reduce movement and material fatigue caused by 2nd mode vibration.</p> <p>VM2S08 - 8' VM2S12 - 12' VM2S16 - 16' VM2S20 - 20' VM2S24 - 24'</p>
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<p>GFI - 20 AMP GFCI RECEPTACLE & COVER</p> <p>Round Steel Pole Standard hand hole frame Adapter plate Gasket 20 AMP GFCI Wet Locations In-use Cover</p>	<p>OPTION ORIENTATION</p> <p>Follow the logic below when ordering location specific options. For each option, include its orientation (in degrees) and its height (in feet). Example: Option C05 should be ordered as: RTA-B-20-60-B-OT-DB-C05-0-15 (5" coupling on the handhole/arm side of pole, 15 feet up from the pole base) 1" spacing required between option. Consult factory for other configurations.</p> <p>Bolt Square (Outer) Bolt Square (Inner) Bolt Circle (Outer) Bolt Circle (Inner)</p> <p>0° 90° 180° 270°</p>
--	--

* Group 2 & 3 poles
 Receptacle ordered separately

For more information about pole vibration and vibration dampers, please consult our website.
 Due to our continued efforts to improve our products, product specifications are subject to change without notice.

EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend		Catalog Number: RTAB16-50A-OT-BLT	Type: 71
Job Name: City of Elkhart - Linear Park		Notes:	SB23-110406

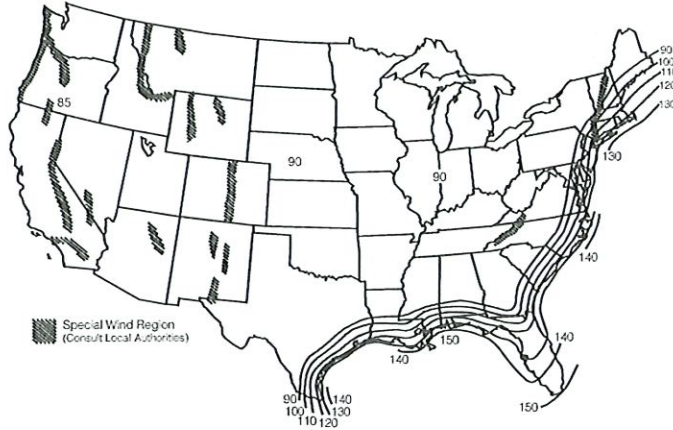


RTA-B Series Poles

ROUND TAPERED ALUMINUM

DATE: _____ LOCATION: _____
 TYPE: _____ PROJECT: _____
 CATALOG #: _____

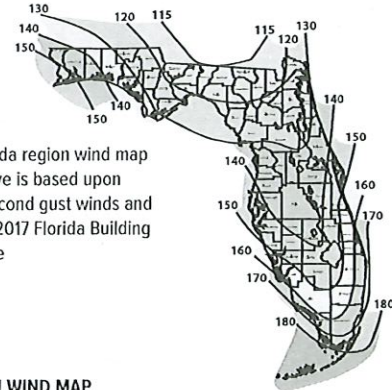
ASCE7-05 WIND MAP



*PRINTED WITH PERMISSION FROM ASCE

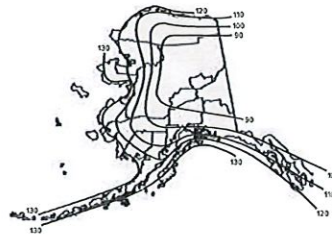
HAWAII – 105 mph
 PUERTO RICO – 145 mph

FLORIDA REGION WIND MAP



• Florida region wind map above is based upon 3-second gust winds and the 2017 Florida Building Code

ALASKA REGION WIND MAP



ASCE 7-05 wind map EPA Load Rating - 3 second gust wind speeds									
Catalog Number	Height	85	90	100	110	120	130	140	150
Group 1									
RTA-B-10-40-A	10	11.4	10.0	7.8	6.2	5.0	4.0	3.4	2.8
RTA-B-12-40-A	12	9.0	7.8	6.0	4.6	3.6	2.8	2.2	1.8
RTA-B-14-40-A	14	7.0	6.0	4.4	3.4	2.4	1.8	1.4	1.0
RTA-B-16-50-A	16	9.8	8.6	6.4	4.8	3.8	3.0	2.4	2.0
RTA-B-18-50-A	18	8.0	6.8	4.8	3.6	2.8	2.0	1.6	1.2
RTA-B-20-50-A	20	6.2	5.2	3.6	2.4	1.8	1.2	nr	nr
Group 2									
RTA-B-20-60-B	20	15.0	12.8	9.9	7.8	6.2	5.0	4.2	3.5
RTA-B-25-70-B	25	14.5	12.5	9.4	7.2	5.5	4.5	3.7	3.0
RTA-B-30-80-B	30	13.9	11.8	8.7	6.6	5.2	4.1	3.3	2.6
RTA-B-35-80-C	35	12.8	10.5	7.6	5.6	4.3	3.4	2.6	1.9
RTA-B-40-80-C	40	8.6	6.9	4.4	2.8	1.9	1.2	nr	nr

Florida Building Code 2017 EPA Load Rating - 3 second gust wind speeds									
Catalog Number	115	120	130	140	150	160	170	180	
Group 1									
RTA-B-10-40-A	10.2	9.2	7.6	6.4	5.4	4.6	3.8	3.4	
RTA-B-12-40-A	8.0	7.0	5.8	4.8	4.0	3.2	2.6	2.2	
RTA-B-14-40-A	6.2	5.4	4.4	3.6	2.8	2.2	1.8	1.4	
RTA-B-16-50-A	8.8	7.8	6.2	5.2	4.2	3.4	2.8	2.4	
RTA-B-18-50-A	6.8	6.0	4.8	3.8	3.0	2.4	2.0	1.6	
RTA-B-20-50-A	5.4	4.6	3.4	2.6	2.0	1.6	1.2	nr	
Group 2									
RTA-B-20-60-B	10.2	9.0	8.8	7.3	6.0	4.9	4.0	3.3	
RTA-B-25-70-B	11.7	10.5	8.4	6.8	5.4	4.4	3.5	2.7	
RTA-B-30-80-B	11.2	9.9	7.8	6.1	4.7	3.5	2.6	1.8	
RTA-B-35-80-C	10.6	9.3	7.1	5.4	4.0	2.9	1.9	1.1	
RTA-B-40-80-C	7.5	6.4	4.5	3.1	1.9	1.0	nr	nr	

NOTES

- Allowable EPA, to determine max pole loading weight, multiply allowable EPA by 30 lbs.
- The tables for allowable pole EPA are based on the ASCE 7-05 Wind Map or the Florida Region Wind Map for the 2017 Florida Building Code. The Wind Maps are intended only as a general guide and cannot be used in conjunction with other maps. Always consult local authorities to determine maximum wind velocities, gusting and unique wind conditions for each specific application.
- Allowable pole EPA for jobsite wind conditions must be equal to or greater than the total EPA for fixtures, arms, and accessories to be assembled to the pole. Responsibility lies with the specifier for correct pole selection. Installation of poles without luminaires or attachment of any unauthorized accessories to poles is discouraged and shall void the manufacturer's warranty.
- Wind speeds and listed EPAs are for ground mounted installations. Poles mounted on structures (such as bridges and buildings) must consider vibration and coefficient of height factors beyond this general guide; Consult local and federal standards.
- Wind Induced Vibration brought on by steady, unidirectional winds and other unpredictable aerodynamic forces are not included in wind velocity ratings.
- Extreme Wind Events like, Hurricanes, Typhoons, Cyclones, or Tornadoes may expose poles to flying debris, wind shear or other detrimental effects not included in wind velocity ratings.

Due to our continued efforts to improve our products, product specifications are subject to change without notice.

EXHIBIT B: LIGHTING CUT SHEET

Submitted by ESL-Spectrum - South Bend		Catalog Number: DOMU-5-BLT	Type: 71
Job Name: City of Elkhart - Linear Park		Notes:	SB23-110406



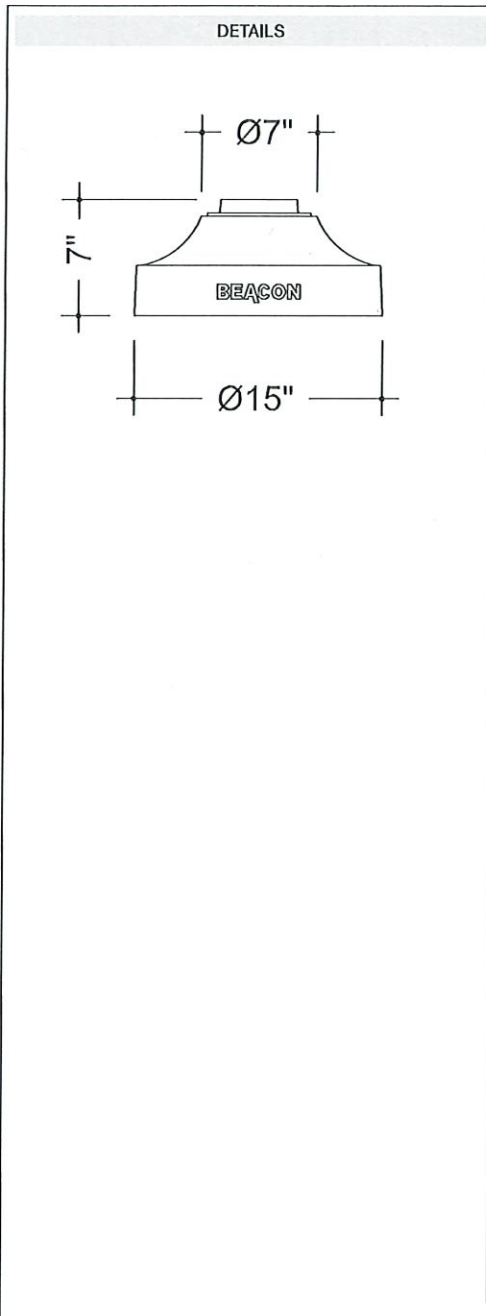
Domus
POLES & BASES

DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

CATALOG #: _____

Sample **DOMU** **5** **BBT**
Ordering _____ / _____ / _____
 A **B** **C**



A. MODEL

DOMU Domus

B. POST SHAFT DIAMETER

3	3"
4	4"
5	5"
6	6"

C. COLOR

BBT	basic black textured
BMT	black matte textured
WHT	white textured
MBT	metallic bronze textured
BZT	bronze textured
DBT	dark bronze textured
GYS	gray smooth
DPS	dark platinum smooth
GNT	green textured
MST	metallic silver textured
MTT	metallic titanium textured
OWI	old world iron
RAL	_____

Construction: All cast aluminum parts shall be low copper alloy A356. All extruded aluminum parts shall be alloy 6061-T6, 6063-T5 or equal. Standard fluted shaft profile shall be 16-flat flutes for 3"OD and 12-flat flutes for 4", 5", & 6"OD.

Base Covers: require specification of smooth or fluted shafts of the size required to meet wind load requirements

Vibration Dampeners: Vibration dampener pads shall be provided when required by customer or deemed necessary by Beacon Products. Please consult factory for bridge mounted applications.

EPA (effective projected area): EPA is defined as (projected surface area X drag factor) and measured in ft². Allowable post, luminaire arm, luminaire and accessory EPAs are derived from the most current published AASHTO (American Association of State Highway and Transportation Officials) standard, currently AASHTO 2001 (50yr design life). Customer assumes all responsibility for selecting the appropriate post for installation (consult factory for assistance). Luminaire arm, luminaire and accessory EPA must be equal to or less than allowable EPA of post. Consult a professional engineer for compliance with local codes and standards.

Anchor Bolt: Anchor bolts, sized as required, double hex nuts and flat washers shall be hot dipped galvanized steel. A bolt circle template shall be provided for installation.

Fasteners: All fasteners shall be Corrosion Resistant. When tamper resistant fasteners are required, spanner HD (snake eye) style shall be provided (special tool required, available at additional cost).

Finish: Finish shall be a Beacote V polyester powder-coat electrostatically applied and thermocured. Beacote V finish shall consist of a five stage iron phosphate chemical pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish. The finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pound.

Limited Warranty: Beacon Products warrants its products, to the original purchaser, against defects in materials and workmanship for proper usage for a period of 5 years after date of production, when properly installed, maintained and appropriately specified.

Due to our continued efforts to improve our products, product specifications are subject to change without notice.

CITY OF ELKHART, INDIANA
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES
(Edition 2021)

THIS IS AN AGREEMENT effective as of March 11, 2025 (“Effective Date”) between The
City of Elkhart, Indiana, Department of Redevelopment (“Owner”) and
_____ (“Engineer”).

For the following Project: (“Project”).

E Windsor Ave. & Cassopolis St. Pedestrian Access and Lighting Design and Engineering
--

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall make available to Engineer reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Engineer may rely upon said documents without independent verification unless advised by the Owner that verification may be needed such as information from “record drawings” and GIS.

ARTICLE 3 – DEFINITIONS

3.01 Defined Terms

A. The terms used in this Agreement and Exhibits, including the singular and plural forms, have the meanings indicated in the following provisions:

1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2.

2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit B of this Agreement.

3. *Conflict of Interest* - Conflict of interest means that because of other activities or relationships with other persons, a person or entity is unable or potentially unable to render impartial assistance or advice to the City, or the person's or entity's objectivity in performing the contract work is or might be otherwise impaired, or a person or entity has an unfair competitive advantage.

4. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

7. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Documents* – Data, reports, Drawings, Specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Contractor to Owner pursuant to this Agreement.

9. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

10. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated, it means the date on which the last party duly executes this Agreement.

11. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, and authorities.

12. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

13. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the construction phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner.

14. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

15. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

16. *Work* – The entire construction or the various identifiable parts required to be provided under the contract documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the contract documents.

ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES

4.01 Commencement

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

4.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Engineer's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than June 30, 2025.

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

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

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

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

ARTICLE 5 – INVOICES AND PAYMENTS

5.01 *Invoices*

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

5.02 *Payments*

A. Prior to final payment to Engineer, Engineer shall furnish evidence satisfactory to Owner that there are no claims, obligations or liens outstanding in connection with its services. Acceptance of final payment shall constitute a waiver of all claims by Engineer for compensation for its services.

B. Should there be any claim, obligation or lien asserted before or after final payment is made that arises from Engineer's services, Engineer shall reimburse Owner for any costs and expenses, including attorneys' fees, costs and expenses, incurred by Owner in satisfying, discharging or defending against any such claim, obligation or lien, including any action brought or judgment recovered, provided Owner is making payments or has made payments to Engineer in accordance with the terms of this Agreement.

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

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

ARTICLE 6 – ESTIMATE OF COST

6.01 Construction Cost Estimate

A. Engineer's estimate of the Construction Cost is made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry.

6.02 Designing to Construction Cost Limit

INTENTIONALLY LEFT BLANK

ARTICLE 7 – GENERAL CONSIDERATIONS

7.01 Standards of Performance

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

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

C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to written approval of Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.

D. Subject to the standard of care set forth in Paragraph 7.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing.

F. Engineer shall not be required to sign any documents that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

K. All Contract Documents and Applications for Payment shall be subject to Owner approval.

L. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other construction phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the

bidding phase; (2) Engineer shall have no shop drawing review obligations during construction; (3) Owner assumes all responsibility for contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (4) the interpretation of the bid documents remains the Engineer's responsibility.

7.02 Use of Documents

A. Upon the making of final payment to Engineer, Owner shall receive ownership of the property rights of all of the Documents prepared, provided or procured by Engineer or by consultants retained by Engineer. All Documents prepared, provided or procured by Engineer or by consultants retained by Engineer shall be distributed to Owner. All Documents whether printed or electronic media format, and including AutoCad drawings, shall be provided to Owner at anytime upon the Owner's request. If this Agreement is terminated pursuant to Paragraph 7.04.B, Owner shall receive ownership of the property rights of the Documents upon payment for all services rendered according to this Agreement, at which time, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. Owner may use, reproduce or make derivative works from the Documents for extensions of the Project or other projects without the prior authorization of Engineer or its consultant. However, Owner's use of the Documents for derivative work without Engineer's authorization or involvement is at Owner's sole risk unless negligence of the Engineer's work is the cause of any damages.

C. Similarly, Engineer shall obtain from its consultants property rights and rights of use that correspond to the rights given by Engineer to Owner in this Agreement.

D. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

E. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

F. The Engineer may not use the information gathered or the Documents created for this Project at the Owner's expense without the written consent of the Owner.

7.03 Insurance

A. Before commencing its services and as a condition of payment, Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance", which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Engineer or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Engineer shall require its consultants to maintain Comprehensive General Liability, Automobile Liability, Workers Compensation and Professional Liability coverage with a company satisfactory to Owner and with limits acceptable to Owner.

C. Engineer shall maintain Professional Liability insurance with a company satisfactory to Owner for claims arising from any negligent act, error, or omission of Engineer under this Agreement, which shall be a practice policy written for the amounts set forth in Exhibit D, "Insurance" with a deductible not to exceed \$100,000. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Engineer for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Engineer. The deductible shall be paid by Engineer.

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

7.04 Suspension and Termination

A. Suspension.

1. By Owner: Owner may suspend the Project upon seven days prior written notice to Engineer.

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

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 14 days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days prior written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days prior written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. Effective Date of Termination. The terminating party under Paragraph 7.04B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments upon Termination. In the event of any termination under Paragraph 7.04, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

E. Delivery of Project Materials to Owner. Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer.

7.05 Controlling Law

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

7.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.06B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

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

7.07 Dispute Resolution

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

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

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

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

7.08 Environmental Condition of Site

A. Owner represents to Engineer that to the best of its knowledge, no known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern are located at or near the Site, including type, quantity, and location.

B. If Engineer encounters an undisclosed Constituent of Concern, Engineer shall notify the Owner and the appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

7.09 Indemnification by Engineer

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

7.10 *Conflict of Interest* –

A. The Engineer acknowledges and agrees that it does not have a current Conflict of Interest, as defined in Section 3.01, with the Owner and will not have a Conflict of Interest with the Owner during the term of this Agreement, regardless of whether that Conflict of Interest is real or perceived.

B. INTENTIONALLY LEFT BLANK

C. The Owner, in its sole discretion, may waive a Conflict of Interest if the Engineer notifies the Owner of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.

D. If the Engineer fails to disclose a Conflict of Interest before the effective date of this Agreement, the Owner may terminate this Agreement as provided in paragraph 7.04.

E. If the Engineer or its Consultants breach Subsection 7.10(B), the Owner may disqualify the Engineer from bidding or quoting on any future projects by the Owner, or reject any bids or quotes by the Engineer as not responsible.

F. If the Engineer disputes the determination of the Owner's designated representative that the Engineer has a Conflict of Interest, the Engineer may appeal the designated representative's determination to the City of Elkhart, Indiana, Redevelopment Commission whose decision on the matter shall be final.

7.11 *Miscellaneous Provisions*

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

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

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

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

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

F. The provisions of this Agreement shall be construed according to the laws of the State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

ARTICLE 8 – E-VERIFY REQUIREMENT

8.01 *Terms*

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

8.02 *Enrollment and Participation*

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

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

8.03 *Affidavit*

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

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

8.04 *Subcontractors*

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

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

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

8.05 *Employment of Unauthorized Aliens*

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

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

8.06 *When E-Verify is not Required*

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

ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS

9.01 *Exhibits Included*

- A. Exhibit A, "Engineer's Services," consisting of one (1) pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of one (1) page.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of one (1) page.
- D. Exhibit D, "Insurance," consisting of one (1) page.
- E. Exhibit E, "Affidavit of E-Verify Enrollment and Participation" consisting of one page.
- F. Exhibit F, "Certification Statement Regarding Investments in Iran," consisting of one (1) page.
- G. Exhibit G, "Title VI Notice," consisting of two (2) pages.

9.02 *Total Agreement*

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

9.03 Designated Representatives

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

9.04 Suspension and Debarment

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

9.05 Investments in Iran

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

9.06 Title VI Notice

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

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

OWNER: City of Elkhart, Indiana, acting by and through its Redevelopment Commission			ENGINEER:
By:	Sandra Schreiber	By:	
Title:	President	Title:	
Date Signed:		Date Signed:	
Attest:		Engineer License or Certification No.:	
Clerk		State of:	
Address for giving notices:		Address for giving notices:	
Department of Redevelopment			
201 S. Second Street			
Elkhart, Indiana 46516			

	Designated Representative: Jacob Wolgamood		Designated Representative:
Title:	TIF Infrastructure Project Supervisor	Title:	
Phone Number:	(574) 522-4855	Phone Number:	
Facsimile Number:		Facsimile Number:	
E-Mail Address:	jacob.wolgamood@coei.org	E-Mail Address:	

This is **EXHIBIT A**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Engineer's Services

Engineer shall provide, no later than June 30, 2025, signed and sealed construction-ready bid documents to the City for the objectives outlined in the Request for Quotes, E Windsor Ave. & Cassopolis St. Pedestrian Access and Lighting Design and Engineering document. Deliverables include, but are not limited to, topographical survey, geotechnical investigation, utility coordination, construction design and bid documents, engineer's estimated construction costs, and provisions for anticipated permits.

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

Owner's Responsibilities

The Owner shall provide the Engineer with available city-owned data as it relates to the production of construction documents at the Engineer's request, notification of any changes in scope of work, contract language, or contract termination; and payment of invoices as outlined in Exhibit C.

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

Payments to Engineer for Services and Reimbursable Expenses

Engineer's services will be billed monthly. Payment shall be made under the provisions of Article 5. If the Owner has questions or comments concerning our services or charges during the course of the work, they are to be brought to Engineer's attention immediate so that any problem can resolved quickly.

The Owner shall reimburse the Engineer all fees paid to review agencies to secure permits necessary for the project.

Engineer's fee for services shall be _____.

This is **EXHIBIT D**, consisting of one page, referred to in and part of the
Agreement between Owner and Engineer for Professional Services

Insurance

Paragraph 7.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

Insurance

A. The limits of liability for the insurance required by paragraph 7.04 of the Agreement for Engineer are as follows:

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

This is **EXHIBIT E**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

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

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

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

EXECUTED on the _____ day of _____, 20__.

Printed: _____

This is **EXHIBIT F**, consisting of one page, referred to in and part of the
Agreement between Owner and Engineer for Professional Services

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, _____, certify to the following:

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

EXECUTED THIS _____ DAY OF _____, 20__.

Printed: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**



Title VI Notice

Title VI Policy

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

The Title VI Coordinator is:

Title VI Coordinator

City of Elkhart

229 S 2nd Street

Elkhart, Indiana 46516

Voice: (574) 294-5471

Fax: (574) 293-7658

TDD: (574) 389-0198

Email: titlevicoordinator@coei.org

Acceptance by Engineer

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>



Request for Quotes Appraisal Services January 2025

Introduction

The City of Elkhart's Redevelopment Commission and the Department of Development Services are soliciting quotes from qualified appraisers for appraisals on an ongoing, as-needed basis through December 2027.

Qualifications

Must be qualified to conduct the appraisal being requested.

Services

1) Residential Appraisals

In your proposal, please include estimated costs for the following residential appraisals:

- a. Vacant land
- b. Residential property (exterior only)
- c. Residential property (interior and exterior)
- d. Multi-family property (two to four units)
- e. Multi-family property (over four units or more)

2) Commercial and Industrial Appraisers

Please include estimated costs for commercial and industrial appraisals

Please provide a standard cost for each of the above services. You may provide a range, depending on the type of assignment and size of the property.

Completion Time

Once a contract is in place, appraisals shall be completed no later than thirty (30) days after issuing a request for an appraisal.

Quote Requirements:

Submit the quote in a clear and legible format no later than **March 11, 2025** to Sherry Weber, 229 S Second Street, Elkhart, IN 46516 or electronically to sherry.weber@coei.org. Quotes must be complete in all respects; incomplete quotes will not be considered.

All materials submitted become the property of the Elkhart Redevelopment Commission.

All applicants must:

- Provide a brief resume with years of experience
- Provide a list of references

- Provide a per property cost for each of the required services

The Commission reserves the right to reject any or all quotes and to disregard any informality in the submittal when, in the Commission's opinion, the best interest of the City will be served thereby. The Commission reserves the right to accept any submittal and/or any part thereof.

Evaluation Criteria:

In reviewing and evaluating quotes, the Redevelopment Commission and Development Services staff will consider the following:

- Completeness of the quote
- Ability to perform the scope of work as determined by a review of resume and references
- Cost of the services
- Local businesses will receive preference

Contract and Terms:

Once the Commission reviews and approves quotes, contracts will be negotiated with the appraisal companies. It is anticipated contracts will be awarded after the March 11th Redevelopment Commission meeting. Contract will be valid until approximately December 2027.

Submit quotes no later than March 3rd to:

Sherry Weber
City of Elkhart
Development Service Department
229 South Second Street, Elkhart
(574) 522-4855
sherry.weber@coei.org



Request for Quotes
Phase I & Phase II Environmental Site Assessments
February 5, 2025

Introduction

The City of Elkhart, Indiana, Department of Redevelopment, is soliciting quotes from qualified consultants for phase I and phase II environmental site assessments (ESA). Consultant's services will be on an as-needed basis through December 2027. Multiple consultants will be selected during this process.

Qualifications

Consultant must be a qualified environmental professional authorized to conduct phase I and phase II environmental assessments in the state of Indiana.

Services

Phase I ESA:

Provide a site specific phase I environmental site assessment complying with ASTM E1527-21 Standard Practice for Environmental Site Assessments or the prevailing standards for phase I assessment in the state of Indiana.

Phase II ESA:

Provide a site specific phase II environmental site assessment complying with ASTM E1903-19 Standard Practice for Environmental Site Assessments or the prevailing standards for phase II assessment in the state of Indiana.

Consultant will be expected to complete all work associated with the service requested within thirty (30) days. Exceptions will be granted on a case-by-case basis.

Submittal

Proposals should include the following:

- Fees for phase I activities
 - Per occurrence or hourly fees
 - Fees for any additional common activities not included in per occurrence or hourly fee
 - Fees for contingencies
- Fees for phase II activities
 - Per occurrence or hourly fees
 - Fees for any additional common activities not included in per occurrence or hourly fee
 - Fees for contingencies
- A brief resume with years of relevant experience
- List of references

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

Proposals will be accepted during the hours of 8:00 a.m. to 4:30 p.m. (ET) Monday-Friday and up until 4:00 p.m. (ET) on Tuesday, March 11, 2025 (the Deadline). All proposals received by the Office Administrator prior to the Deadline will be reviewed at the meeting of the Redevelopment Commission (Commission) scheduled to start at 4:00 p.m. (ET) on Tuesday, March 11, 2025. Proposals received after the Deadline will be returned unopened. After review of the proposals, the Commission will take action based on staff recommendation.

Quotation packets may be obtained from the following sources:

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

The Commission will award multiple consultant contracts based on the Evaluation Criteria listed below. The Commission reserves the right to waive informalities or irregularities, and to reject any and all proposals or portions thereof.

Evaluation Criteria

The Redevelopment Commission and the Department of Redevelopment will consider the following when evaluating proposals:

- Ability and readiness of the consultant to perform phase I and phase II environmental site assessments
- Cost of services
- Resume and references
- Consultants within 30 miles of Elkhart will receive preference

Contract and Terms

Contracts will be negotiated with selected consultants. Contract duration to expire December 2027, barring any unforeseen circumstances.

Questions

Please direct questions to Adam Fann at adam.fann@coei.org or Jacob Wolgamood at jacob.wolgamood@coei.org or by calling (574) 522-4855 M-F 8:00 am to 5:00 pm.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING ASSUMPTION AGREEMENT

WHEREAS, River District Development Company, LLC (the "Company") needs to obtain an extension of time to exercise its option to purchase real estate at 225 E. Jackson Blvd. to allow sufficient time for the Commission and the Company to complete negotiations on public-private development project on the site; and

WHEREAS, the Company is willing to obtain the extension at a cost of \$200,000 only if the Commission will agree to reimburse the cost of the extension if a Development Agreement is approved and signed but the project never gets the final City approvals necessary to approve and fund the project all as set forth in the attached Reimbursement Agreement (the "Agreement"); and

WHEREAS, the Commission has reviewed the Agreement and believes it is in the best interest of the City and its inhabitants to approve the terms thereof and authorize its execution and delivery.

NOW THEREFORE, BE IT RESOLVED:

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

ADOPTED BY MAJORITY VOTE THIS 11th DAY OF FEBRUARY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

BARNES & THORNBURG LLP

201 S. Main Street, Suite 400
South Bend, IN 46601-2130 U.S.A.
(574) 233-1171
Fax (574) 237-1125

www.btlaw.com

Randolph R. Rompola
(574) 237-1244
randy.rompola@btlaw.com

September 30, 2024

John M. Espar
Corporation Counsel
CITY OF ELKHART, INDIANA
229 S. Second Street
Elkhart, Indiana 46516

Re: City of Elkhart Economic Development Tax Increment Revenue Bonds (Garrison Frazier Development Project)

Dear John:

The purpose of this letter is to set the terms and conditions under which our Firm will serve as bond counsel to the City of Elkhart, Indiana (the "City") in connection with the proposed issuance of Economic Development Tax Increment Revenue Bonds (Garrison Frazier Development Project) in one (1) or more series (the "Bonds") for the purpose of funding a portion of the costs of the proposed Garrison Frazier Development Project and the payment of the costs of issuance of the Bonds (the "Transaction"). It is our understanding that Baker Tilly Municipal Advisors, LLC will be serving as Municipal Advisor for the Authority in the Transaction (the "Municipal Advisor").

I am enclosing our Standard Terms of Engagement for Legal Services (2024), setting forth the standard terms upon which our Firm accepts client engagements. Our engagement by you in this matter will be governed by these standard terms to the extent not expressly modified therein (with a certain provision stricken and initialed by me as described in the next sentence). In particular, the section in the Standard Terms of Engagement for Legal Services under the caption "Terms of Payment" I have stricken "and reasonable attorneys' fees" which will no longer apply to the City.

Identity of Client

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in this matter is the City, and not any of their respective agencies, instrumentalities, boards, commissions, officials, officers, employees or other affiliates. You have agreed that our representation of the City in this matter will not give rise to any attorney-client relationship between our Firm and any agency, instrumentality, board, commission, official, officer, employee or other affiliate of the City. You have also agreed that, during the course of

John M. Espar
Corporation Counsel
CITY OF ELKHART, INDIANA
September 30, 2024
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our representation of the City in this matter, our Firm will not be given any confidential information regarding any agency, instrumentality, board, commission, official, officer, employee or other affiliate of the City. Accordingly, our Firm's representation of the City in this matter will not give rise to any conflict of interest in the event other clients of our Firm are adverse to any agency, instrumentality, board, commission, official, officer, employee or other affiliate of the City.

Services

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel in the Transaction, we advocate the interests of the City and not any other party to the Transaction. We also assume that the other parties to the Transaction, including, but not limited to any underwriter (the "Underwriter"), will retain such counsel as they deem necessary and appropriate to represent their interests in this Transaction.

As bond counsel, we will provide the following services as and when requested by the City:

1. We will assist the City and the Municipal Advisor in structuring the Transaction, preparing a detailed timetable establishing the duties and obligations of each party to the Transaction and assisting with the representatives of the City in understanding all of the financial options available to the City for the Transaction.
2. We will prepare the documentation for the Transaction, including all legal notices, ordinances, and resolutions of the City, and related affidavits and certificates.
3. We will assist officials of the City in preparing for and attending required meetings, including the required public hearings.
4. We will prepare the documentation for the Transaction, including the necessary resolutions, ordinances and internal working group agenda, all legal notices and related affidavits and certificates.
5. We will attend any meetings, as requested by the City.
6. We will assist the Municipal Advisor in preparing or reviewing certain sections of any official statement or offering circular that may be used to market the Bonds, specifically, the portions that describe the Bonds and other legal documents, federal tax matters, and our legal opinion.
7. We will assist the City in their continuing disclosure undertaking, if necessary, under federal securities law to allow an underwriter to purchase the Bonds.

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Corporation Counsel
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8. We will prepare or assist in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the Transaction.
9. We will coordinate the scheduling and supervise the closing of the Transaction, including preparation of required closing documents.

Subject to the completion of proceedings to our satisfaction with respect to the Bonds, we will render our opinion to the effect that: (i) the Bonds are the valid and binding obligation of the issuer of the Bonds, enforceable against such issuer in accordance with their terms, and (ii) the interest on the Bonds is exempt from taxation in the State of Indiana (all subject to certain limitations which will be expressed in the opinion).

The opinion for the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation.

Upon delivery of the opinion for the Bonds, our responsibilities as bond counsel will be concluded with respect to the Transaction. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the City or any other party regarding any tax issues related to the Bonds.

As bond counsel, we will not provide the following services in connection with the Transaction:

1. We will not review the financial condition of the City, the feasibility of the projects to be financed with the proceeds of the Bonds or the adequacy of the security provided to owners of the Bonds, and we will express no opinion relating thereto.
2. Except as specifically set forth above, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.
3. We will not provide any other services not specifically set forth above.

Although I will be the lawyer responsible for this matter, I may assign portions of the work to be done to other Firm lawyers. In an effort to effect greater efficiencies and to reduce total fees, I may also ask one or more of our paralegals to assist in this matter as well in the areas of (1) filing

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Corporation Counsel
CITY OF ELKHART, INDIANA
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certain documents, such as the UCC filing statements, with certain state and local agencies and (2) compiling the executed documents for the transcript.

Municipal Advisor Matters

In connection with the Transaction, it is our understanding that the Municipal Advisor is an independent registered municipal advisor, and the Municipal Advisor will be the entity to whom the City will primarily look for providing financial advice on the Transaction. In addition, while the Securities and Exchange Commission has recognized that bond counsel services may involve a financial advice component, we (a) provide only the legal services set forth above, (b) do not represent ourselves as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and (c) are not subject to the fiduciary duty imposed on independent registered municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Fees

We agree that we will provide services on an hourly basis until such time as the structure and budget of the Transaction is being finalized in connection with the preparation of the preliminary offering document for the Bonds to be issued, at which time we agree to provide a fixed fee for the Bonds based upon: (i) our understanding of the terms and structure of the Transaction for the Bonds and the assumptions set forth in this letter, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the remainder of the Transaction for the Bonds, (iv) the responsibilities we assume, and (v) the then current structure of the Transaction. In addition to our fixed fee, we anticipate incurring expenses in the Transaction (i.e., in connection with the publication of the required notices of public hearing and notices for the Bond sale as required by law, and the preparation of the bond transcript), all of which will be charged to the City. Also, our fixed fee quotation, will assume that there are no changes to current law that would affect the amount of services that would need to be provided to the City. Except as set forth below, our fees and expenses are usually paid shortly after the Closing out of the proceeds of the Bonds, and we customarily do not submit any statement until shortly after the Closing unless there is a substantial delay in completing the financing.

E-Verify Participation

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This letter confirms that, upon request, Barnes & Thornburg LLP will sign and provide to you an affidavit stating that it does not knowingly employ an unauthorized alien.

John M. Espar
Corporation Counsel
CITY OF ELKHART, INDIANA
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Conclusion

If you agree to our service as bond counsel in the Transaction upon the terms set forth herein and acknowledge that the statements made in the heading "Municipal Advisor Matters" are accurate and true to your knowledge, please indicate your acknowledgement and agreement on behalf of the City by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as bond counsel at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

We ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by our Firm but instead have acted solely in reliance upon the advice of other legal counsel.

We are pleased to have this opportunity to be of service to you.

Sincerely,

BARNES & THORNBURG LLP



Randolph R. Rompola

RRR/bej
Enclosure
cc: Michael Huber

AGREED TO AND ACCEPTED:

CITY OF ELKHART, INDIANA

By: _____

DMS 44637964.2

BARNES & THORNBURG LLP

BARNES & THORNBURG LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

Except to the extent you expressly request in writing that we advise or assist you concerning the following

matters, you agree to take full responsibility yourself for:

- Ascertaining or obtaining insurance coverage that you may have for any claim, potential liability, attorneys' fees or expenses and promptly notifying your carrier(s) as required to invoke any coverage;
- Tax implications of any transaction, settlement or course of action;
- Data security or privacy compliance practices;
- Compliance by you, associated persons or beneficial owners with the Corporate Transparency Act and reporting thereunder.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and review is an important element of providing quality services, and

so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel
- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. For example, we establish and adjust from time to time fixed charges for certain services of our managing clerk's office (such as

filings with courts or public agencies), notarial services (including remote notary services), and other services. Such charges reflect the fair value of such services. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

Security Retainers (Advance Deposits)

New clients of our Firm will ordinarily be asked to deposit a security retainer (an advance deposit) with the Firm. The Firm may also in its sole discretion at any time during our representation require existing clients to provide a security retainer based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that

may cause the Firm to conclude it is appropriate to do so.

If we require a security retainer from you, we will charge or draw against it for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted and the amount which must be paid to replenish the retainer to the agreed level. If the security retainer is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the security retainer is no longer necessary or may appropriately be reduced, the remaining balance, if any, or a portion thereof, will be returned to you.

Funds Held in Our Trust Account

Any security retainer we receive from you will be held in our trust account until it is charged for fees and other charges or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your security retainer is held by us in our trust account, it remains your property. You authorize us to apply it to any fees, expenses, or other charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive in representing you, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, or at your direction or as required by law, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any security retainer) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged,

including all persons and entities affiliated with you whose interests could be affected. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the United States, and we represent many different clients in many different industries and countries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on your representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any representation adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to any matter we undertake on your behalf now or in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations, as well as related negotiations, subsequent amendments or disputes;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these Terms of Engagement and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

Our Non-Legal Affiliates

As further described below, you should be aware that our Firm has ownership interests in non-legal services businesses (the "non-legal affiliates"), and the services of such non-legal affiliates may be provided by Firm

personnel or others. Such non-legal affiliates may provide non-legal services to a party that is an adversary of yours in an unrelated matter in which the Firm is representing you. Such a party contracting with a non-legal affiliate is not a client of the Firm, but you should consider that our financial interest in the non-legal affiliate services to such party could give rise to a conflict of interest because of the potential influence on our independent judgment in our legal representation of you. This confirms your consent, in advance, to any conflict of interest that may arise by virtue of our Firm's economic interest in a non-legal affiliate providing services to a party adverse to you in a legal representation.

Should you engage a non-legal affiliate for non-legal services, that affiliate will provide its own contract for services to you. Such services are not governed by these Terms of Engagement. No lawyer-client relationship will exist (or could exist) between such entity and you, even if services by such non-legal affiliate are provided by personnel who are employed by or partners of our Firm. You should seek independent counsel to advise you on your contract with such non-legal affiliate. Because of our ownership interest, we will not represent you in entering into that contract. This confirms your consent, in advance, to any conflict of interest that may arise by virtue of our Firm's economic interest in a non-legal affiliate you engage for non-legal services.

Electronic Communications and Cloud Storage

We caution you that, to maintain the confidentiality and privilege of electronically stored or transmitted information and communications related to your legal matters, you should not use a computer, other electronic device, network or Internet address that is owned, controlled, or on which your communications may be accessed, by anyone other than you. This warning includes electronic venues provided by a hotel, a library, publicly available Internet, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party. You agree to let us know if you are sending any files or documents that contain sensitive or personal information so we can arrange to receive such information via secure file transfer. Additional documents such as a Data Processing Agreement ("DPA") may be required before we can receive or share such information.

You agree that both you and our Firm may use electronic devices and Internet services that are managed by third parties and which allow us to communicate with each other and share documents and information notwithstanding some risk that such communications and documents may be intercepted or

accessed by and disclosed to unauthorized parties. We will also store electronic data relating to our representation of you remotely with cloud-based data storage services managed by third parties. You understand that, while reasonable efforts may be taken to prevent inadvertent or unauthorized disclosure of, or access to, information relating to our representation of you, we cannot guarantee that no unauthorized access will occur. You agree that the benefits of using these technologies outweigh the risks of unauthorized or inadvertent disclosure and that the Firm is not responsible for the unauthorized access of information sent via these services. Our use of such technology may include unencrypted email, messaging, mobile phones, voice over Internet, electronic data/document websites or storage or transfer services, video conferencing, and other technology in which your documents and information are transmitted, stored or processed using off-premises or cloud-based services managed by third parties.

Use of Artificial Intelligence

Artificial Intelligence (“AI”) describes computer technology with varied abilities to analyze and generate data to find patterns, reach conclusions and predict future behavior, or to create text or images based on data and inputs provided. We may employ AI or tools that incorporate AI including to increase efficiencies and reduce costs when performing certain legal and non-legal tasks. The Firm has a protocol regarding any use of AI. You agree that we may utilize AI in connection with our representation of you consistent with Firm protocol and the Rules of Professional Conduct.

Privacy Notice and Data Security

During the course of this engagement, the Firm may collect and process personal information relating to the matters in which we are representing you. You agree you have all legal rights necessary to provide any personal information you provide to us for use and processing consistent with the terms of our engagement and agree to execute a DPA and similar compliance agreements with the Firm where required. You agree to provide only the minimum amount of personal information necessary for us to perform our legal services and to take measures to protect and secure all sensitive, confidential, and personal information. Our collection and processing of personal information is further governed by the firm’s Privacy Notice at btlaw.com/privacy-policy, as well as applicable privacy and data protection laws, regulations, and codes of professional conduct.

You agree you are responsible for providing all physical, technical, administrative, and organizational safeguards necessary to secure and protect any information under your control relating to our

engagement and are responsible for the breach of any security of information caused via your or your affiliates’ or third party service providers’ systems. You agree to immediately and without undue delay report and take steps to mitigate any actual or attempted security incident or breach of security of data related to or which could affect you, the Firm, or our representation of you in any manner.

Certain laws may require your consent before we may send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by using the unsubscribe link in a communication or by notifying us at privacy@btlaw.com.

Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data and communications. You must ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, unless you specifically instruct us to the contrary, you authorize us to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet).

Consultations with Firm Legal Counsel

In part because of the number of clients we represent and the complexity of the matters in which we are engaged, issues may arise from time to time that involve questions as to our duties as lawyers, including under the professional conduct rules. Such questions might include, for example, issues raised because of a disagreement between us and a client over the handling of a client's matter. Under normal circumstances when such issues arise, we would seek advice from our in-house legal counsel who have deep experience in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and legal counsel for the firm. Accordingly, you agree that if we determine in our own discretion during the course of the representation that it is helpful to consult with our firm counsel, we may do so on the understanding that you agree that these communications are privileged and confidential to the firm.

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your obligations to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals or proceedings.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will

discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. You hereby agree that we may require such payment before delivering such materials, to the extent allowed by applicable Rules of Professional Conduct. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However, we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

If our Firm or any of our lawyers or staff are named as a party, or are subpoenaed or otherwise lawfully compelled to respond or produce evidence or appear in a legal proceeding or deposition relating to our services performed for you (excluding claims for lawyer misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.

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
January 2025
Invoice
Total Current
Work
\$36,792.31



City of Elkhart

Treasurers Report Summary

Date Range: 01/01/2024 - 12/31/2024

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	43,627.62	17,800.00	1,261.00	0.00	0.00	60,166.62	60,166.62	0.00
4445 - TIF DOWNTOWN ALLOCATION	5,306,061.52	3,438,433.08	2,733,323.18	0.00	0.00	6,011,171.42	6,011,171.42	0.00
4446 - TIF ALLOCATION PIERRE MOR	182,258.23	59,983.82	242,242.05	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	642,809.11	1,551,334.13	2,194,143.24	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	1,895,292.86	643,896.93	5,704.30	0.00	0.00	2,533,485.49	2,533,485.49	0.00
4449 - TIF ALLOCATION STERLING E	189,561.38	467,117.08	656,678.46	0.00	0.00	0.00	0.00	0.00
4450 - TIF ALLOCATION CASS ST AR	15,154,047.86	4,369,599.97	4,955,239.71	0.00	0.00	14,568,408.12	14,568,408.12	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,243,629.82	327,134.20	449,614.50	0.00	0.00	1,121,149.52	1,121,149.52	0.00
4452 - TIF ALLOCATION S.MAIN GAT	340,350.46	524,523.97	864,874.43	0.00	0.00	0.00	0.00	0.00
4453 - TIF CONSOLIDATED S ALLOCA	6,253,824.58	4,001,703.13	5,140,318.04	0.00	0.00	5,115,209.67	5,115,209.67	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	15,401,526.31	17,243,398.91	0.00	0.00	29,478,069.16	29,478,069.16	0.00