



City of Elkhart

Redevelopment Commission

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS TUESDAY OCTOBER 12, 2021 at 4:00 P.M.

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

To join, go to <https://coei.webex.com/coei/j.php?MTID=m0eaaaf66731c0734b234ceb60e7e5674> enter 2316 589 9343 as the event number and "RDC10" as the event password.

To join by phone, call 1-415-655-0001, enter 2316 589 9343 # #

Press * 6 to unmute telephone

Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to lashawn.brooks@coei.org prior to the meeting.

1. **Call to Order**
2. **Approval of Minutes**
 - a) September 14, 2021
3. **New Business**
 - a. Approving Crowe LLP Contract for Impact Analysis regarding Expansion of Allocation Area 3 and Appropriating Funds
 - b. Cassopolis Street Streetscape Improvements - Presentation
 - c. Approving Employment of Consultant to Provide Technical Assistance on CDBG and CDBG-CV Programs and Appropriating Funds
 - d. CDBG Sub Recipient Agreement
 - e. Access Agreement York Woods Trees
 - f. Huron Minor Subdivision Application
 - g. Approving Invoice for LaBour Pump Mediator Services & Appropriating Funds for Payment
 - h. Approving August Mack Employment
 - i. Approving Offering of Zone 3 Lots in River District North West for Sale
 - j. Project Review Guidelines
4. **Staff Updates**
5. **Other Business**
 - a) Approval of Invoice – Warrick & Boyn (September 2021)
 - b) Elkhart City Board of Zoning Appeals - Notices
7. **Public Comment**
8. **Adjournment**

RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CROWE LLP CONTRACT FOR IMPACT ANALYSIS REGARDING EXPANSION OF ALLOCATION AREA 3 AND APPROPRIATING FUNDS

WHEREAS, the Commission has previously contracted with Crowe, LLP to provide financial consulting services on the GLC/Martin's Project and desires to employ Crowe to provide additional services to provide an analysis of the impact on overlapping taxing districts from the expansion of Downtown Allocation Area No. 3 to include remaining GLC Project Area which is currently a part of Downtown Allocation Area 1 (the "Services"); and

WHEREAS, the Commission has reviewed the proposed scope and cost for the Services as set forth in the attached Fee Agreement (the "Agreement") and believes it is in the best interest of the City and its inhabitants that the Services and Agreement be approved, and the funds appropriated to pay the same.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of the Crowe, LLP to perform the Services on an hourly rate basis at a not-to-exceed fee of \$18,000 without prior approval by the Commission, as set forth in the attached Agreement.
2. The Commission approves the terms of the Agreement.
3. The Commission appropriates the sum of \$18,000.00 from the Elkhart Capital Outlay Fund to cover the cost of the Services. Any unused funds remaining after completion of the Services will be returned to the appropriate fund.
4. The Commission authorizes its officers to execute and deliver the Agreement and to do all acts which they deem necessary and desirable to carry out the terms and obligations contemplated therein.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF OCTOBER 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary



Crowe LLP
Independent Member Crowe Global

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Indianapolis, IN 46204-2407
Tel 317-632-1100
Fax 317-635-6127
www.crowe.com

October 5, 2021

City of Elkhart
229 S 2nd St.
Elkhart, Indiana 46516-3112

Dear Ms. Schreiber:

This letter agreement confirms the arrangements for Crowe LLP ("Crowe" or "we" or "us") to provide consulting services, as more fully set forth herein (the "Services"), and the deliverables set forth herein (the "Deliverables") in connection with TIF Consulting Services for City of Elkhart ("Client" or "you" or "your") from information provided by Client or information provided to Crowe on Client's behalf. The attached Crowe Engagement Terms, and any attachments or addendums thereto, are an integral part of this letter agreement and are incorporated herein (collectively, the "Agreement").

SCOPE OF CROWE SERVICES

Crowe will provide Services to Client which are outlined in Attachment A.

The Services will be performed in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. The extent and sufficiency of the Services and procedures to be performed will be determined with Client and are solely the responsibility of Client.

Because these Services will not constitute an audit, review, or examination in accordance with standards established by the American Institute of Certified Public Accountants, Crowe will not express an opinion as defined by the AICPA assurance standards. Crowe has no obligation to perform any Services beyond those listed in Attachment A. If Crowe performs additional services beyond those listed, other matters might come to Crowe's attention that would be reported to Client. Crowe makes no representations as to the adequacy of the Services or any Deliverables for Client's purposes. It is understood that Crowe will prepare the work product (the "Deliverable") listed in Attachment A.

Crowe Services, any Deliverables, and any other work product are intended for the benefit and use of Client only. There are no intended third-party beneficiaries to this Agreement. This engagement will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe and constitute confidential information.

This engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist, and Crowe will not address legal or regulatory matters or abuses of management discretion, which are matters that should be discussed by Client with Client's legal counsel. Client is responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement and for timely updating such information. Client agrees Crowe may rely on the information provided to Crowe without investigation or other attempts to verify its accuracy or completeness. Client has determined that Crowe's provision of Services shall not violate any statute or regulation.

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Client agrees to make all management decisions and perform all management functions. Client will designate a management representative who possesses suitable skill, knowledge, and/or experience, to oversee the Services; evaluate the adequacy and results of the Services performed and any Deliverables; accept responsibility for the results of the Services; and establish and maintain internal controls, including monitoring ongoing activities. The management representative shall be knowledgeable in all laws, regulations, and industry practices applicable to the Services, any Deliverables, and any other work product. Client will be responsible to determine and approve the risk, scope, and frequency of Services to be performed, and the management representative shall coordinate, review, and approve Crowe's performance of Services. Client will be responsible for communicating Crowe's findings within Client's organization, and Client shall be responsible for determining when, whether, and how any recommendations or Deliverables from Crowe are to be implemented.

Client shall also ensure that it has all rights and authority necessary to permit Crowe to access or use any systems or third-party products during performance of Services. For any third-party software applications, or related hardware, used by Client and to which Crowe must have access for purposes of providing the Services, Client represents that it has obtained any necessary licenses for Crowe to perform the Services.

ACCEPTANCE OF FORMAL DELIVERABLES

Any issues with a Deliverable after a Deliverable is accepted shall be treated as a change in scope of the engagement.

DEFINITION OF ENGAGEMENT COMPLETION

This engagement shall be concluded upon acceptance of the Deliverables or when terminated in writing by one of the parties.

FEES

Fees and expenses are outlined in Attachment A.

We will invoice you for our Services on a monthly basis as Services as rendered and for out-of-pocket expenses as they are incurred.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fee payment arrangements are designed for clarity and efficiency and will frequently not correspond to the amount of time and cost we incur on your behalf during a particular calendar period for a variety of reasons. While we may bill you for services on an equal monthly payment, our professional fees and expenses incurred will often exceed the monthly billing amount early in the contract period because of engagement planning. You agree that in the event, regardless of the cause, the arrangement under this letter is terminated, you will pay us any professional fees and expenses incurred in excess of billings received, in addition to any termination payment this letter might require. Similarly, in the event of early termination, if your payments have exceeded our fees and expenses, we will return the excess payments to you.

The above fees are based on the services plan that details the scope and frequency of the work to be performed. Fees and expenses for any additional projects or services will be agreed to and billed separately.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in

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circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, Crowe will so advise Client. Further, these fees do not consider any time that might be necessary to assist Client in the implementation or adoption of any recommendation made by Crowe.

Our fee estimates assume that personnel of the Client will assist us in gathering the information necessary to perform the engagement, including obtaining supporting documents, pulling customer files, following up on exceptions, and in other similar ways. We also assume that no irregularities will be discovered, no unusual procedures will be required, internal control is reasonably adequate, and there will be no substantial changes in the operations of the Client. If unforeseen circumstances indicate that the fees will change, the situation will be discussed with management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

CONTRACT TERMINATION

From time to time, businesses decide that an Agreement does not continue to meet their needs. Accordingly, we mutually agree that either party can terminate this engagement upon delivery of written notice 90 days prior to the date of the desired termination. We also mutually agree that specific scope elements may be terminated upon delivery of written notice 90 days prior to the date of the desired termination.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature),

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will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Indiana, without regard for choice of law principles.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

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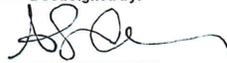
Crowe LLP

Signature

Printed Name

Title

Date

DocuSigned by:

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Signature

Alicia Antonetti-Tricker

Printed Name

Principal

Title

october 4, 2021

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA") and, to the extent applicable, the Public Company Accounting Oversight Board ("PCAOB"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

THIRD PARTY PROVIDER – Crowe may use third-party providers or engage subcontractors in providing Services to Client or for internal, administrative, or regulatory compliance purposes. Third-party providers or subcontractors may include Crowe LLP subsidiaries, Crowe Global member firms, or other third-party providers or subcontractors, in each case within or outside of the United States (each, a "Crowe Subcontractor"). Client agrees Crowe may share Client confidential information with Crowe Subcontractors. If Crowe uses a Crowe Subcontractor, Crowe will be solely responsible for the provision of Services (including those provided by Crowe Subcontractors) and for the protection of Client's confidential information. The limitations on Client's remedies vis-à-vis Crowe, in this Agreement will also apply to any Crowe Subcontractors. Client will bring any claim for a violation of the obligations in this Agreement only against Crowe, and Crowe Subcontractors will have no liability or obligations to Client arising out of this Agreement.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the

internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes Client information pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client represents (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data. Client will reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe will promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph in an agreement with such provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the

purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY - Any Deliverables, Works, Inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

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NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

City of Elkhart

11

October 5, 2021

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

ATTACHMENT A

Crowe will provide consulting services ("Services") and provide certain deliverables ("Deliverables") to the Client as set forth hereunder. Our Scope of Services may include the following:

Tax Increment Finance (TIF) Analysis

1. Analyze existing incremental assessed value of the TIF allocation area as proposed to be amended by the City
2. Analyze expected TIF revenues of the TIF allocation area of the City
3. Analyze outstanding TIF obligations of the TIF allocation area
4. Analyze the newly amended allocation area and prepare a general TIF Tax Impact Report.

Note: Crowe will provide separate engagement letters for the issuance of bonds or notes, if requested to serve as Municipal Advisor to the City for a bond issuance. Such issuance of bonds or notes are outside of the services included herein.

Professional fees for the scope of services described will be billed for the hours expended on this project and are estimated to range between \$12,000 and \$18,000. Fees will not exceed \$18,000 without the written consent of the Client. Our fees will be charged at an hourly rate on a time and materials basis, charging for professional time incurred by our personnel in connection with the engagement. The following hourly rates will be used:

Partner/Director	\$ 425 – 500
Senior Manager/Manager	\$ 200 – 390
Senior Staff / Staff	\$ 140 – 195
Out of Pocket expenses	At Cost

Out-of-pocket expenses paid by Crowe are billed to the Client at cost. These expenses generally include, but are not limited to, communication, printing (including, without limitation, printing of Official Statement, to the extent applicable), binding, electronic marketing, electronic bidding expenses, evaluation software and travel expenses incurred on behalf of the Client.

Should the project terminate prior to completion we will invoice the Client for the time and out-of-pocket expenses through the date of project termination.

Brooks, LaShawn

From: Gary Boyn <gboyn@warrickandboyn.com>
Sent: Monday, October 4, 2021 4:43 PM
To: Brooks, LaShawn
Cc: Sandy Schreiber; Bennett, Dayna; Christopher Pottratz; Fann, Adam; Jackson, Kacey
Subject: October Res. approving Crowe Contract Expansion Alloc. Area 3
Attachments: Redev Res approving Crowe GLC K TIF impact analysis for area expansion and appropriating \$.doc

Attached is the Resolution to go with the form of Crowe contract for Services I forwarded a few minutes ago. We need to expand Allocation Area 3 to include the rest of the GLC/Martin's Project Area and Crowe needs to provide a financial analysis of the TIF that will be generated from the enlarged area and what, if any, impact that will have on overlapping tax districts. This Resolution needs to go on the October agenda.

The Declaratory Resolution that removes the back half of the property from Allocation Area 1 and puts it into Allocation Area 3 will go on the November Agenda.

At this point, I expect that October Agenda will include:

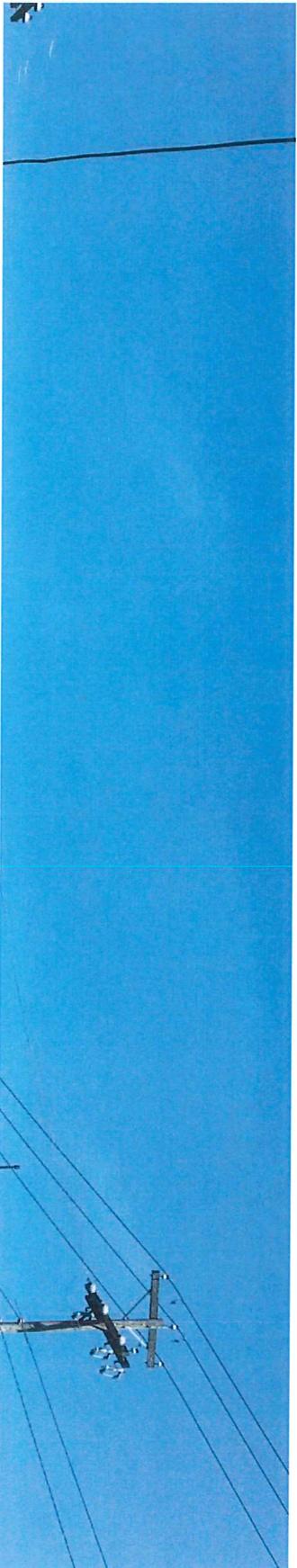
1. Crowe Contract Allocation Area 3 (written Res)
2. CPI CDBG Contract for Services (written Res)
3. Huron Minor Subdivision Application (voice vote, no written Res.)
4. LaBour Pump Mediator Invoice (written Res)
5. A. Mack Expert Employment 1101 E. Beardsley (written Res)
6. Offering Zone 3 Lots for Sale (Written Res)
7. Project Review Guidelines? (See below)

LaShawn and I need the updated form of RFP for the Zone 3 properties. I received an updated form from Shelly a few weeks ago but it was subject to final review and approval by Dayna and others. Were there any changes to the form Shelly sent out?

Also, have the guidelines for the Project Review Committee been finalized? If so, a copy should be in the packet and it could be approved by a voice vote only unless we need to appropriate some funds to cover projected fees and expenses, in which event I will need a number so I can prepare the appropriation Res.

Anything else to go on the agenda?

Gary



Cassopolis Street Streetscape Improvements



Public Art - Wayfinding - Lighting
Final
September 2021





City of Elkhart

CASSOPOLIS STREETSCAPE IMPROVEMENTS

OUTREACH WEBSITE

HOME | EXISTING CONDITIONS | IMPROVEMENTS | WEAPONING | PUBLIC INPUT



Project Introduction
The Cassopolis streetscape improvement project consists of a design which focused on Cassopolis Street from Henry Street to County Road 6. Recent street-level improvements have set the framework for pedestrian access along this corridor, and the City of Elkhart wishes to extend streetscape improvements consisting of anything and public art elements to help define and enhance both the pedestrian and vehicle experience along this corridor.

Project Process

Investigation & Initial Assessment
The project began with a review of existing documentation, including but not limited to the Cassopolis Street Corridor Economic Development Area Plan, other 7' plans and documentation, and construction plans for ongoing and recently completed work through the City and AECOT. This project team conducted a field visit to aid in understanding of the opportunities and constraints of the subject process being the corridor. This information, along with base maps compiled with available data, was used to create a conceptual design for the project. This information was used to create a conceptual design for the project which served as the basis for gathering input during the early stages of Public Engagement.

Public Engagement

A public engagement to-date consisted of a public open house, a steering committee input meeting, and a design concept with public engagement. This series of meetings focused on gathering existing conditions, current art and planning challenges within the project corridor. The goal of gathering and understanding the information and challenges was to develop and refine recommendations and preliminary concepts that meet the City, stakeholders and citizens needs and expectations.

The information gathered through the investigation phase and at each meeting informed decisions on areas available to be improved, signage placement, signage placement, and development of streetscape improvements. Locations along the corridor from County Road 6 to Bristol Street were identified for potential sign of public art and signage placement. Additionally, smaller scale items such as street lighting, signage for existing and future transit, traffic calming measures, and other planning elements were considered as shown on the following pages. Cooperation from property and business owners would be needed on all improvements and would be on a voluntary basis. Cooperation from property and business owners would be needed on all improvements and would be on a voluntary basis.

The website is dedicated to gathering public input on the proposed streetscape improvements and design sketches within the project corridor. The City welcomes your input via the comment form.

Map
A map showing the project location in Elkhart, Indiana. The map includes labels for 'City of Elkhart Public Works', 'LITTLE', 'Map', 'Satellite', and 'Street View'. A red pin is placed on the project location. The map also shows 'Map Data © OpenStreetMap contributors, Imagery © Mapbox'.

Comments & Contact Us
Comments will go directly to the project team. Comments will be used as needed and can be submitted in person or by mail to the project team.

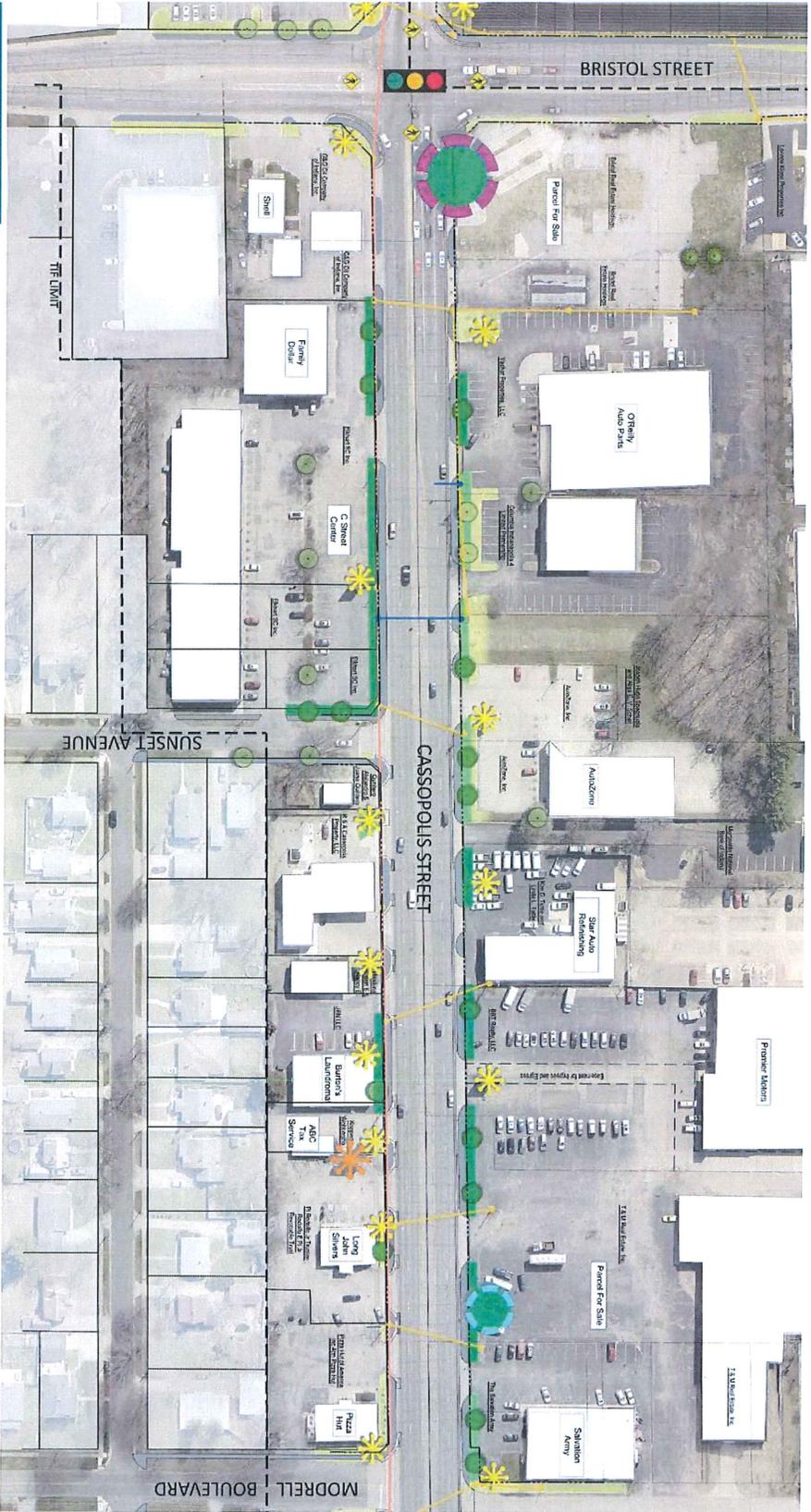
Public Comment Period will begin on September 21st and end on October 15th, 2020
Following receipt of comments, public input will be summarized, presented to City staff and officials, and considered for changes and additions to the proposed improvements.

Accessibility and Request for Accommodations
City of Elkhart is committed to providing an accessible and user-friendly experience for all users. If you have any questions or need accommodations for participation in this project, please contact the project team at (317) 298-1234.

Process to Date and Final Direction

- Project started Winter 2019-2020
- Inventory and Assessment
- Public Engagement and Stakeholder Input
- Development of Initial Concepts with City Review and Presentation to RDC in April 2020
- Public Outreach for Feedback on Preliminary Concepts via website due to COVID-19 Guidelines
- RDC Presentation of Public Feedback and Preliminary Cost Opinions in November 2020
- RDC Feedback on Preliminary Concepts July 2021 for Development of Final Concept and Report AS Follows:

- Concept A will be utilized as direction for the preferred option.
- Landscape strategies will be incorporated to reflect the City's desire to target larger contiguous areas (such as Matterhorn lot) for shrub plantings, trees throughout the corridor, and utilizing mass plantings at the accent areas such as artwork and wayfinding that make for easier maintenance.
- Strong support is anticipated for the public art component and areas of collaboration will be investigated as included in the report.
- Regarding traffic calming, the final plan should discuss the limitations of developing additional traffic calming elements within the RWV due to its classification as a State Route and the many drive connections.



LEGEND

- EXISTING BUSINESS SIGNAGE
- EXISTING BILLBOARD SIGNAGE
- EXISTING PEDESTRIAN CROSSINGS
- EXISTING OVERHEAD UTILITY (POTENTIAL RELOCATION/BURIAL OR TO REMAIN)
- EXISTING OVERHEAD ROADWAY SIGNAGE TO BE ELIMINATED OR RELOCATED
- EXISTING GREEN SPACE (PARKS)
- UPGRADE PLANTINGS IN EXISTING GREENSPACE TO SCREEN PARKING
- POTENTIAL PAVEMENT REPLACEMENT WITH LANDSCAPE PLANTINGS TO SCREEN PARKING
- POTENTIAL LOCATION PROPOSED WAVING FINDING MONUMENT WITH SEASONAL PLANTINGS (PRIMARY OR COMPLEMENTARY)
- POTENTIAL PUBLIC ART LOCATION WITH SEASONAL PLANTINGS
- POTENTIAL PUBLIC ART LOCATION
- SITE SPECIFIC WAVING FINDING
- TRAFFIC SIGNAL UPGRADE
- STREET TREE SIZE VARIES



Preferred Zone 1 Proposed Improvements

- Develop Gateway/large scale wayfinding monument with 'Elkhart North' branding at Bristol St. Intersection.
- Display public art on frontage of potential large parcels.
- Update Bristol and Cassopolis intersection with poles and mastarms.
- Remove duplicate/unnecessary regulatory signage and overhead structures.
- Work with utilities to consolidate or eliminate overhead wires and poles where possible.
- Reduce pavement and increase green space where contiguous sections can be achieved without impact to visibility and safety.
- Strategically utilize landscape screening at existing parking lots.
- Consider voluntary driveway consolidations within this congested area.
- Identify potential for private business signage upgrades or consolidations.



Proposed Streetscape Planting Strategies

Plants as Traffic Calming Feature

- Vetted standard features for application to the corridor
- Challenges such as cost relative to the significant corridor length, INDOT restrictions as a state highway, frequent drive cuts which affect continuity of treatments, and, in some cases, lack of appropriateness for a commercial corridor.
- Significant built hardscape infrastructure within the R/W
- Leaves plantings as logical choice to help with traffic calming
- Create a sense of enclosure to encourage lower speeds. Screening to reduce opportunity for driver distraction
- Strategically retain views to signage for better clarity through the corridor.
- Create a more pedestrian friendly environment

Right Plant; Right Place:

Native Species, Low Maintenance, Tolerant of Urban Conditions

- Utilizing native plant species to limit long term
- Likely to utilize less fertilizer, pesticides and irrigation
- Translate into reduced maintenance and lower costs.
- Selection of species with tidy growth habit, inconspicuous fruits, and a high tolerance for environmental conditions such as drought, pollution, and road salt

Logical, Contiguous Areas

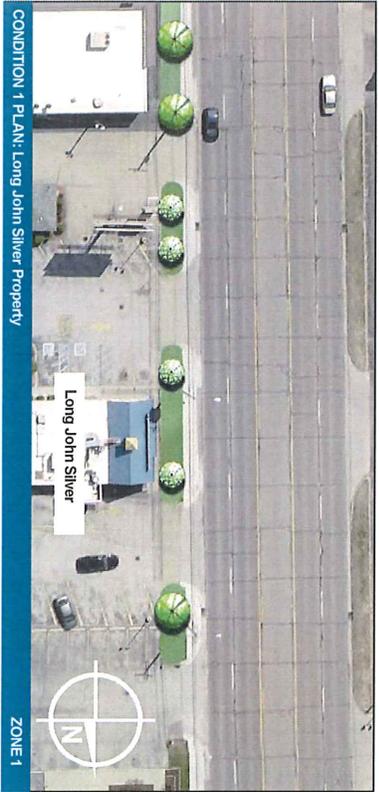
- Large expanses of pavement abutting the sidewalk removed and replaced with a planting border
- Existing lawn areas available for the addition of plantings.
- Target improvement of areas where contiguous areas can be achieved.
- Difficulty in Zone 1 - narrow property widths, frequent drive cuts and visibility concerns
- In Zone 2 and 3 - wide property widths for larger visual impact and achieving screening of parking areas
- Larger areas more conducive to plant
- In Zone 3 - more recently developed properties which have implemented current zoning landscape requirements.

Strategic Diversity within the Corridor

- Reduces impact of plant diseases for a more resilient streetscape application.
- Enhance visual interest along a corridor
- Provides flexibility when selecting context specific plant materials that fit the specific context
- Strategically limited plant palette for unity and repetition
- Confine bold planting areas to high impact locations such as monuments and public art installations.
- Scale massing for vehicular speeds
- Increase plant density for weed suppression

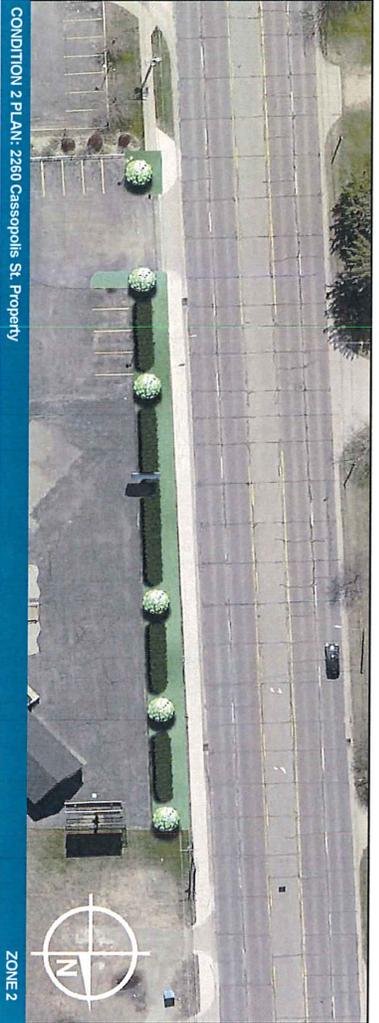
Address Long-Term Plan for Maintenance

- Honest assessment of funding mechanisms and budget, along with staff capacity and capabilities
- Investigate options beyond City resources
- Establishment of a Business Improvement District (BID)
- Community sponsors
- Volunteer organizations
- Contracted landscape maintenance services.
- Critical to the success of project(s)



CONDITION 1 PLAN: Long John Silver Property

ZONE 1



CONDITION 2 PLAN: 2260 Cassopolis St. Property

ZONE 2

Proposed Conditions

CONDITION 1:

- Greenspace along under-utilized, overpaved areas to provide improved separation and ground level screening
- Maintain sign visibility and minimize impact to business operations.
- Focus on contiguous areas for maximum impact, ease of maintenance and plant health.
- Screen parking areas.

CONDITION 2:

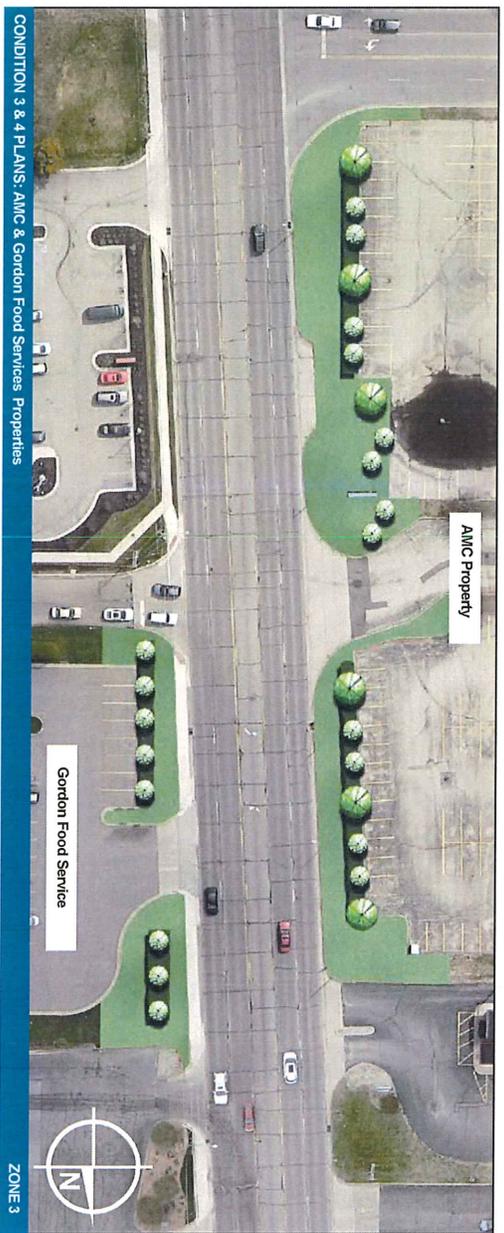
- Landscape for enhanced curb appeal and parking screening
- Seasonal character within existing green spaces.

CONDITION 3:

- Further develop the greenspace along expansive pavement areas.

CONDITION 4:

- Ornamental trees and shrubs similar to that required by current zoning ordinance.
- Replace plantings which are in poor health
- Additional plantings to enhance site appearance and screening.

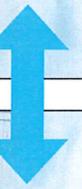
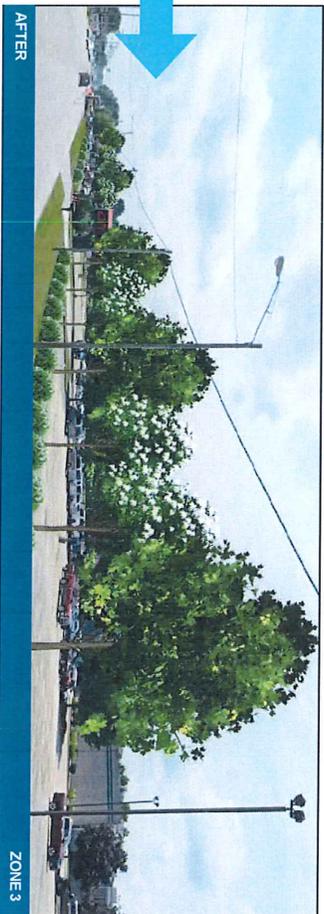
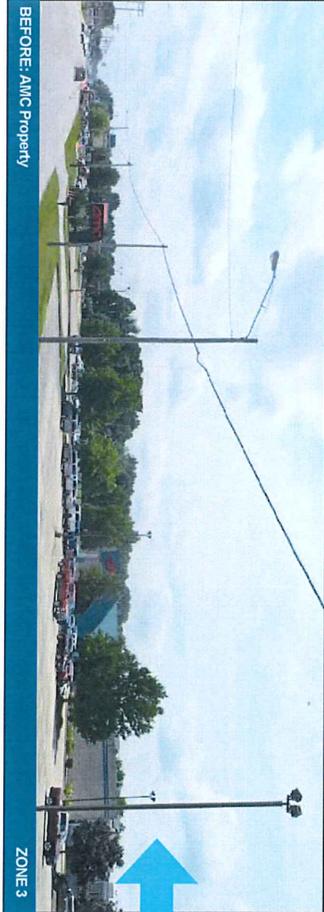
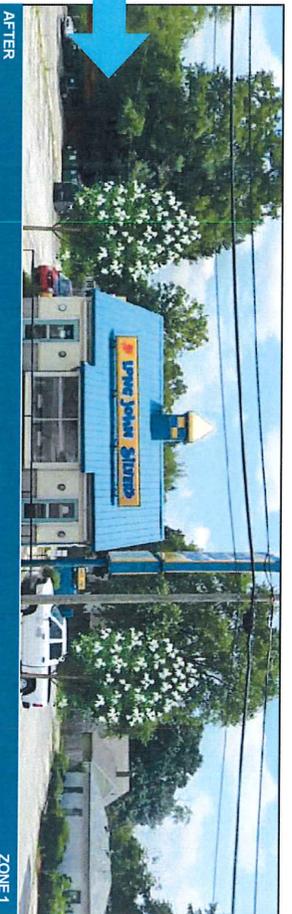


CONDITION 3 & 4 PLANS: AMIC & Gordon Food Services Properties

ZONE 3

LEGEND

Shade Trees		Ornamental Trees		Hedges & Shrubs	
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CASSOPOLIS STREETSCAPE IMPROVEMENTS | CITY OF ELKHART

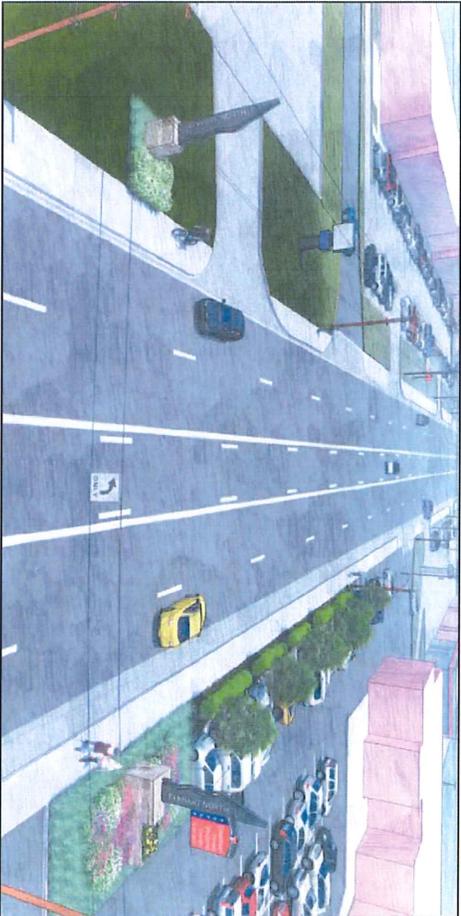
- Curvilinear elements to convey the City's river heritage similarly to the City flag.
- Ashlar pattern limestone masonry base with planter for seasonal display.
- Fabricated metal shape with back-lit extruded lettering
- Incorporate district identifier 'Elkhart North'
- Traditional wayfinding panels featuring destinations and directional arrows
- Complementary monument on opposite side of roadway
- Improvements entirely outside of the roadway section
- Scale of the adjacent roadway and other improvements within the corridor
- High impact plantings utilizing large massings of urban tolerant, low maintenance plant materials
- Site-specific wayfinding at a smaller scale where appropriate
- Consolidated business signage as properties are redeveloped in the future.

Wayfinding Preferred Concept





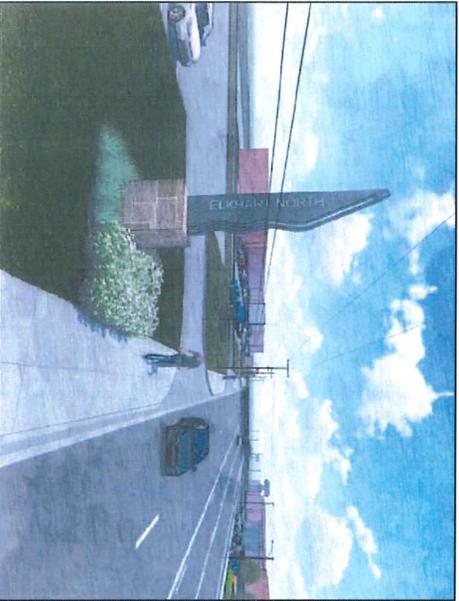
Wayfinding Preferred Concept



Aerial View of Streetscape Improvements



Primary Wayfinding Monument



Secondary Wayfinding Monument



Consolidated Business Signage



Site Specific Destination Signage

Opinion of Probable Cost

Description	Probable Cost
Primary Wayfinding Monuments (Maximum of 3 Locations)	\$1,177,125
Wayfinding (Upper components)	
Masonry Veneer	
Concrete Foundation	
Electrical Feed	
Electrical Meter Cabinet	
Light Fixtures	
Mixed Planting Bed	
Steel Landscape Edging	
Shredded Hardwood Bark Mulch	
Sod Restoration	
Complementary Wayfinding Monuments (Maximum of 3 Locations)	\$318,405
Wayfinding (Upper components)	
Masonry Veneer	
Concrete Foundation	
Electrical Feed	
Directional Boring - Mobilization	
Directional Boring	
Light Fixtures	
Mixed Planting Bed	
Steel Landscape Edging	
Shredded Hardwood Bark Mulch	
Sod Restoration	
Consolidated Business Signage (Maximum of 4 Locations)	\$157,625
Signage Cabinet (Internally Lit)	
Masonry Veneer	
Concrete Foundation	
Mixed Planting Bed	
Steel Landscape Edging	
Shredded Hardwood Bark Mulch	
Sod Restoration	
Free-standing Wayfinding Signage (Maximum of 1 Location)	\$4,000
Concrete Footing	
Decorative Post & Wayfinding Panel	
Wayfinding Panel	

Description	Probable Cost
Public Art (Maximum of 15 locations)	\$93,750
Artwork Concrete Base	
Sod Restoration	
Artwork Commission (NOT INCLUDED)	
Traffic Signage/Signal Upgrades	\$614,000
Signal Replacement at Bristol St. Intersection	
Signal Replacement at County Road 6 Intersection	
Decorative Cabinet Wraps	
Removal of Extraneous Posts/Signage	
Frontage Planting Upgrades	
ZONE 1	\$178,286
Pavement Removal	
Excavation	
Planting Soil (at areas of existing pavement removal)	
Trees	
Shrubs	
Shredded Hardwood Bark Mulch	
ZONE 2	\$126,636
Pavement Removal	
Excavation	
Planting Soil (at areas of existing pavement removal)	
Trees	
Shrubs	
Shredded Hardwood Bark Mulch	
ZONE 3	\$155,542
Pavement Removal	
Excavation	
Planting Soil (at areas of existing pavement removal)	
Trees	
Shrubs	
Shredded Hardwood Bark Mulch	
Construction Subtotal	\$2,825,569
Construction Contingency (25%)	\$706,342
Probable Project Construction Total	\$3,531,711
Probable Project Soft Costs²³	\$1,059,513
Probable Total Project Costs	\$4,591,224

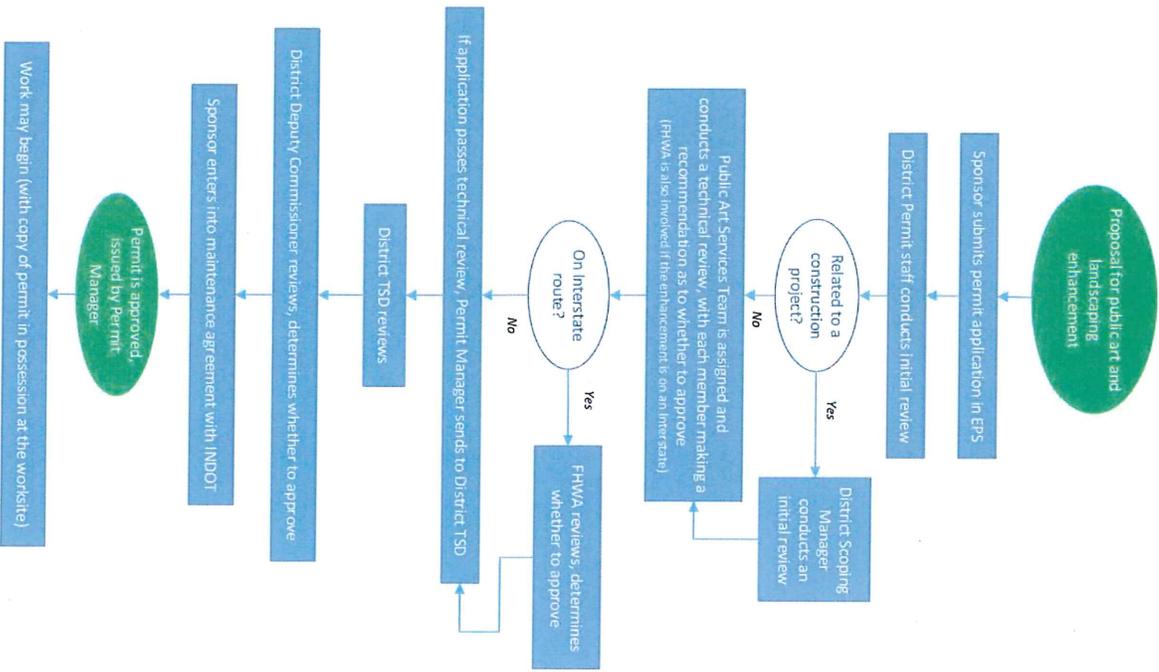
- The cost opinions expressed herein reflect voluntary participation by all applicable TIF district parties adjacent to the Cassopolis Street corridor. No assumption is made that all parties will be willing to participate and is provided for planning purposes only.
- The cost opinions expressed above DO NOT include acquisition of right-of-way or easements that would be required for construction of this project. Appraisal averages from the previous Cassopolis sidewalk project averaged \$5-\$5.50 per square foot while commercial properties averaged \$9 per square foot. It is anticipated smaller acquisitions may result in higher square foot costs than larger square footages or total takes.
- The cost opinions expressed above include a line item for project 'soft costs' which include, but are not limited to engineering and design consulting fees and expenses, legal fees, detailed analysis such as geotechnical investigation, and/or hydrological/hydraulic modeling, topographic or legal surveying, permitting and associated fees, construction phase administrative services, and other similar costs. This is typically assumed to be in addition to construction cost and estimated at 30% of the project construction cost for planning purposes.
- It is understood that landscape improvements will require ongoing maintenance. While not included in the cost above, an anticipated range from \$55,000 to \$75,000 annually depending on services requested may be helpful as a budgetary estimate.
- The costs stated above are probable construction cost opinions based on 2021 costs. If slated for future funding, costs will need to be reevaluated based on inflation for the current year when project moves forward. The costs provided herein are for planning purposes only and do not account for unforeseen conditions and items not indicated on available GIS, aerial data or other public information outlets used (such as utilities, actual soils conditions, etc.). In addition, these cost opinions are subject to change based on market conditions, economic conditions, inflation, material selection, etc. Multiple phases of projects, multiple bidding packages, design parameters, etc. all have an impact on project costs that cannot be absolutely identified in a planning study of this level of detail.



Conceptual Action Strategy

Key Implementation Items:

- Identify available TIF funds and any additional sources
- Outline desired project phasing and timing
- Discuss plans directly with property owners to identify potential partnerships, acquisitions, and easements
- Undergo parcel acquisition/easement process with project partners
- Conduct topographic survey
- Develop design and construction documents
- Continue INDOT and Utility Coordination
- Apply for INDOT Permits and enter maintenance agreement as required
- Identify and execute desired future maintenance mechanisms for improvements
- Coordinate with local art community
- Complete public bid process for construction project(s)
- Construct proposed improvements
- Procure and install Public Art
- Maintain improvements at appropriate intervals



Review Process Flow Chart - Except from Art and Landscape Policy

RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF
CONSULTANT TO PROVIDE TECHNICAL ASSISTANCE ON
CDBG AND CDBG-CV PROGRAMS AND APPROPRIATING FUNDS

Whereas, The Commission has received and reviewed the attached Standard Form of Agreement for Professional Services to be performed by Community Planning Insights (“CPI”) to provide technical assistance for CDBG and CDBG-CV programs as set forth in the Contract (the “Services”); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of CPI at the hourly rate of \$100.00 at a fee not to exceed \$25,000.00 to perform the Services.
2. The Commission approves the form of Contract for Services attached hereto and authorizes its execution.
3. The Commission appropriates the sum of \$25,000.00 from the Community Development Block Grant Program Special Fund to cover the cost of the Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 12th DAY OF OCTOBER 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary



Date: October 4, 2020
To: Redevelopment Commission Members
From: Dayna Bennett, Director of Development Services
Re: Technical Assistance Contract for CDBG & CDBG-CV Programs

Aaron Sorrell, Owner and Principal of Community Planning Insights (CPI) located in Dayton, Ohio, was selected through a competitive request for proposals process in 2019 for the preparation of the City of Elkhart's Community Development Block Grant (CDBG) 2020-2025 Consolidated Plan and 2020 Annual Action Plan, 2020-2025 Neighborhood Revitalization Strategy Area (NRSA) Plan, and the 2020 Analysis of Impediments to Fair Housing. As these projects near completion, staff feels that the consultant has brought tremendous value to the CDBG program.

Due to staffing limitations and an additional award of approximately \$719,000 in Cares act funding allocated under CDBG, staff requests approval of a professional services agreement with CPI for technical assistance on the CDBG and CDBG-CV programs. This will be a time and materials agreement, with services to be billed at \$100.00/hour, not to exceed \$25,000. If not terminated by either party, the agreement will be valid through October 12, 2022.

This amended agreement will be out of the professional services line item of Community Development Block Grant-CV. The following scope of services was provided by CPI and is enclosed with the professional services agreement:

Elkhart staff assistance:

1. Assist staff with any CDBG / CDBG-CV related questions or program recommendations
2. Prepare and/or review required Environmental Reviews
3. Prepare and/or review IDIS Plans and Activity set-up
4. Assist with on-site program monitoring, if necessary
5. Prepare or review of HUD submissions such as Annual Action Plans, Amendments, or Assessment of Impediments to Fair Housing, CAPER
6. Other assistance as requested

Subrecipient assistance:

1. Assist subrecipients with CDBG-CV application completion and necessary technical assistance
2. Review draw submissions for completeness and necessary documentation
3. On-call phone or email support related to the CDBG-CV program as needed



City of Elkhart
Community and Redevelopment

Please feel free to contact me if you have any questions. Thank you for your consideration of this request.

Dayna Bennett

CITY OF ELKHART, INDIANA
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES
(Edition 2019)

THIS IS AN AGREEMENT effective as of October 12, 2020 (“Effective Date”)

between **The City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission** (“Owner”) and Community Planning Insights (“Provider”).

For the following Project:

Technical assistance for the CDBG and CDBG-CV programs, including the following scope of services:

Elkhart staff assistance:

1. Assist staff with any CDBG / CDBG-CV related questions or program recommendations
2. Prepare and/or review required Environmental Reviews
3. Prepare and/or review IDIS Plans and Activity set-up
4. Assist with on-site program monitoring, if necessary
5. Prepare or review of HUD submissions such as Annual Action Plans, Amendments, or Assessment of Impediments to Fair Housing, CAPER
6. Other assistance as requested

Subrecipient assistance:

1. Assist subrecipients with CDBG-CV application completion and necessary technical assistance
2. Review draw submissions for completeness and necessary documentation
3. On-call phone or email support related to the CDBG-CV program as needed

(collectively, the “Project”)

Owner and Provider agree as follows:

ARTICLE 1 – SERVICES OF PROVIDER

1.01 *Scope*

- A. Provider 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. The Agreement is structured as a time and materials contract, with technical assistance services to be billed at an hourly rate of \$100.00. Direct costs (travel, printing, postage, etc.) will be billed at cost. The total amount of the contract is not to exceed \$25,000.

C. Owner shall be responsible for, and Provider may rely upon, the accuracy and completeness of all written requirements, programs, instructions, data, and other written information furnished by Owner pursuant to this Agreement. Provider may use said documents in performing or furnishing services under this Agreement.

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. *Reserved*.

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

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

4. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

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

6. *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.

7. *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.

8. *Reserved.*

9. *Reserved.*

10. *Work* – The various identifiable parts required to be provided under the Contract Documents. Work includes and is the result of performing or providing all equipment, labor, services, and documentation.

ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES

4.01 Commencement

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

4.02 Time/or Completion

A. Provider shall complete its obligations within a reasonable time. Specific periods of time for rendering specific services are set forth in Exhibit C, and are hereby agreed to be reasonable.

B. If, through no fault of Provider, such periods of time or dates are changed, or the orderly and continuous progress of Provider's services is impaired, or Provider's services are delayed or suspended, then the time for completion of Provider's services, shall be extended for the period of such delay or Owner shall authorize Provider to work overtime to make up such lost time, and Provider'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 Provider's services are impaired, or Provider's services are delayed by reason of any error, inconsistency or omission of Provider, Provider shall compensate Owner for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay. In addition, Provider 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 Provider's services, and the rates and amounts of Provider's compensation, shall be mutually agreed upon in writing by the parties.

ARTICLE 5 – INVOICES AND PAYMENTS

5.01 Invoices

A. Preparation and Submittal of Invoices. Provider shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Provider 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 60 days after receipt or as Owner's standard practices allow.

5.02 Payments

A. Prior to final payment to Provider, Provider 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 Provider 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 Provider's services, Provider 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 Provider in accordance with the terms of this Agreement.

C. Should Provider 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.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professionals providing the related services performed or furnished by Provider 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. Provider shall be responsible to Owner for the costs of any errors or omissions of the Provider or of consultants retained by Provider.

B. Reserved

C. Provider may retain such Consultants as Provider 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 Provider's obligations to the Owner under this Agreement.

D. Reserved.

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

F. Provider guarantees the performance of any Sub-Contractor and assumes responsibility for any Sub-Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

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

6.02 Use of Documents

A. Upon the making of final payment to Provider, Owner shall receive ownership of the property rights of all of the Documents prepared, provided or procured by Provider or by consultants retained by Provider. All Documents prepared, provided or procured by Provider or by consultants retained by Provider 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 Provider 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 Provider or its consultant. However, Owner's use of the Documents for derivative work without Provider's authorization or involvement is at Owner's sole risk unless negligence of the Provider's work is the cause of any damages.

C. Similarly, Provider shall obtain from its consultants property rights and rights of use that correspond to the rights given by Provider 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 Provider 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.

6.03 Insurance

A. Before commencing its services and as a condition of payment, Provider 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 Provider 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. Provider shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Provider.

B. Provider 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. Provider shall maintain Professional Liability insurance with a company satisfactory to Owner for claims arising from any negligent act, error, or omission of Provider 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 Provider for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Provider. The deductible shall be paid by Provider.

D. Provider 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 Provider'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. Provider 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 Provider's Professional Liability insurance carrier of a claim against the policy.

6.04 *Suspension and Termination*

A. *Suspension.*

1. By Owner: Owner may suspend the Project upon 30 days written notice to Provider.

2. By Provider: If Provider's services are substantially delayed through no fault of Provider, Provider may, after giving 30 days 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 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 Provider:

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

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

2. For convenience,

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

C. Effective Date of Termination. The terminating party under Paragraph 6.04 B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Provider 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, Provider 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 Provider will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Provider.

F. Term of the Contract. If this agreement is not breached or terminated by either party prior to one year from the Effective Date, all terms of the contract automatically terminate and are void and null as of that date unless both parties agree in writing and attach to this document as an addendum an alternate date of the termination of the contract declaring the contract no longer enforceable.

6.05 *Controlling Law and Venue*

A. This Agreement shall be governed by the law of the State of Indiana and venue shall be in the state courts of Elkhart County, Indiana.

6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Provider each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Provider (and to the extent permitted by Paragraph 7.06B the assigns of Owner and Provider) 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 Provider 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 Provider 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 Provider and not for the benefit of any other party.

6.07 Dispute Resolution

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

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

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

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

6.08 Indemnification by Provider

A. To the fullest extent permitted by law, Provider shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of Providers, 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 Provider or Provider's officers, directors, partners, employees, or Consultants.

6.09 *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 Provider, 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. Reserved.

G. Reserved

ARTICLE 7 – E-VERIFY REQUIREMENT

7.01 *Terms*

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

7.02 *Enrollment and Participation*

A. Pursuant to I.C. § 22-5-1.7 *et seq.*, Provider 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. Provider shall provide Owner with documentation that it is enrolled and participating in the E-Verify program.

7.03 Affidavit

A. Provider 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 Provider and delivered to Owner along with the documentation of the E-Verify program enrollment and participation.

7.04 Subcontractors

A. Should Provider subcontract for the performance of any work under this Agreement, the Provider 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. Provider shall maintain a copy of such certification for the duration of the term of any subcontract.

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

7.05 Employment of Unauthorized Aliens

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

B. Should the Provider or any subcontractor of Provider 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.

7.06 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 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "Provider's Services," consisting of 1 page.
- B. Exhibit B, "Owner's Responsibilities," consisting of 1 page.
- C. Exhibit C, "Payments to Provider for Services and Reimbursable Expenses," consisting of 1 page.
- D. Exhibit D, "Insurance," consisting of one 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 page.
- G. Exhibit G, "Title VI Notice" consisting of two pages."

8.02 *Total Agreement*

A. This Agreement constitutes the entire agreement between Owner and Provider 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.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Provider and Owner shall designate specific individuals to act as Provider's and Owner's representatives with respect to the services to be performed or furnished by Provider 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. Provider 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. Provider 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.

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

OWNER: City of Elkhart, Indiana, Department of Redevelopment			PROVIDER: Community Planning Insights
By:		By:	
Title:		Title:	Owner and Principal
Date Signed:		Date Signed:	
Attest:		Provider License or Certificate No.:	
Clerk		State of:	
Address for giving notices:		Address for giving notices:	
City of Elkhart, Dept. of Redevelopment		128 McDaniel Street	
229 S. Second Street		Suite D	
Elkhart, Indiana 46516		Dayton, Ohio 46405	

	Designated Representative: Dayna Bennett		Designated Representative: Aaron Sorrell
Title:		Title:	
Phone Number:	574-294-5471 X1061	Phone Number:	937-331-8333
Facsimile Number:		Facsimile Number:	
E-Mail Address:	Dayna.Bennett@coei.org	E-Mail Address:	aaron.sorrell@cpi-planning.org

This is **EXHIBIT A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Provider for Professional Services**

Provider's Services

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Provider for Professional Services**

Owner's Responsibilities

Owner shall be responsible for providing the following to Provider for use on this project:

- A. Designate in writing a person to act as Owner's representative with respect to the Provider Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Provider services for the Project, subject to the approval of the Owner.
- B. Provide all criteria and full information as to Owner's requirements for the project, including performance requirements, flexibility and expandability, and any budgetary limitations.
- C. Assist Provider by providing all available information pertinent to the Project including, but not limited to, the following:
 - 1. Previous reports and any other data relative to the Project.
 - 2. Data prepared by others and professional interpretations relating to such data.

This is **EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Provider for Professional Services**

Payments to Provider for Services and Reimbursable Expenses

Technical assistance services will be billed at an hourly rate of \$100.00. Direct costs (travel, printing, postage, etc.) will be billed at cost. Provider'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 Provider's attention immediate so that any problem can resolved quickly.

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

Insurance

The limits of liability for the insurance required by paragraph 6.03 of the Agreement for Provider 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 1 page, referred to in and part of the **Agreement between Owner and Provider for Professional Services**
AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, **Aaron Sorrell** 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 **Community Planning Insights** (“Provider”) in the position of **Owner and Principal**.
3. I am familiar with the employment policies, practices, and procedures of Provider and have the authority to act on behalf of the Provider.
4. Provider 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. Provider does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Provider 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 1 page, referred to in and part of the
Agreement between Owner and Provider 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 _____, 2020.

Printed: _____



City of Elkhart

Title VI Notice

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

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

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

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

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

Title VI Coordinator
1201 S Nappanee St
Elkhart, IN 46516

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

Acceptance by Contractor

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

Signed

Printed Name

Dated

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

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

ACCESS AGREEMENT

(Prairie St/York Woods Site)

This Agreement is made between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, (“City”) and _____ (“Contractor”) effective as of October 12, 2021.

Whereas, Contractor has submitted a proposal to remove and replant trees (the “Service”) on property owned by the City along Prairie Avenue and West of York Woods described on Exhibit A hereto (the “Property”) and desires to enter the Property to perform the Service, at the owner of York Woods sole cost; and

Whereas, City believes it is in the best interest of both parties that City allow such access and use on the following terms.

Now, therefore, in consideration of the mutual agreements herein set forth, the parties agree as follows:

1. The City grants Contractor the right to access the Property to perform the Service as it deems necessary from October 13, 2021 through _____, 2021, all at York Woods sole cost and expense.
2. Contractor and its agents will not cause any permanent damage to the Property nor leave materials or debris on the Property after its period of access.
3. Prior to entry, Contractor will photograph the Property and, at the time it vacates the Property, restore it to the same clean and orderly condition it was in on October 12, 2021.
4. Contractor will provide City proof of its workmen’s compensation coverage, public liability and property damage insurance coverage, in amounts deemed adequate by City to cover any risks to persons and property associated with such access and temporary use of the Property. Contractor shall name City as an additional insured on all such insurance policies. Contractor agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from Contractor’s access of the Property.
5. Contractor will abide by all applicable laws and regulations affecting its use and occupancy of the Property, and will maintain the Property in a clean and sightly condition during its access period, which includes debris and trash removal.
6. This Agreement shall be construed in accordance with the laws of the State of Indiana, and may only be amended in a writing signed by both parties.

In Witness Whereof, the parties executed this Agreement as of the date above set forth.

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

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

By: _____

Print name and title



The city with a heart

City of Elkhart
Application for Approval of a New Subdivision
In the City of Elkhart

Date: September 21, 2021

City of Elkhart Plan Commission
Municipal Building
229 S. Second Street
Elkhart, Indiana 46516

Dear Plan Commission:

Preliminary approval is hereby requested for a subdivision to be known as La Casa Huron Minor Subdivision. Said Subdivision is legally described as follows: (attach legal description).

PETITION NUMBER: _____

Date Filed: _____

PETITION to the PLAN COMMISSION

Petition Type:

_____ Rezoning*

_____ PUD*

_____ PUD Amendment*

_____ Annexation*

_____ Final Site Plan

X Subdivision - *Minor*

_____ Wireless Communications Facility

* denotes that this action requires final approval from the Common Council

Property Owner(s): City of Elkhart, Redevelopment Commission, Attn. Adam Fann

Mailing Address: 229 South Second Street, Elkhart, IN 46516

Phone: _____ email: adam.fann@coei.org

Contact Person: Crystal Welsh, Abonmarche Consultants Inc.

Address: 303 River Race Drive, Goshen, IN 46526

Phone: 574-314-1027 email: cwelsh@abonmarche.com

Subject Property Address: Hudson-Sterling Subdivision Lots 645,646 and 647

Zoning: R-2 Present Use: Vacant Land

Proposed Use: 2 new single family homes

Checklist (✓) for submittal of the Petition to the Plan Commission docket: you must include:

- One copy of the required Petition Letter signed in ink by the owner of the property.
- A completed Petition form signed by the legal owner of record.
- If any other person other than the legal owner or the legal owner's attorney files the appeal, written authorization from the property owner must be supplied.
- A full and accurate legal description of the property.
- One to scale drawing of the property, smaller than 11" x 17". If larger than 11" x 17", 12 copies must be submitted.
- Cash or check made payable to the City of Elkhart.
- Any other information listed in the Instructions and Filing Procedure for your type of Petition.

Optional: any supplementary information you wish to include.

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) (PRINT) _____

SIGNATURES _____

RECEIVED BY: _____ DATE: _____

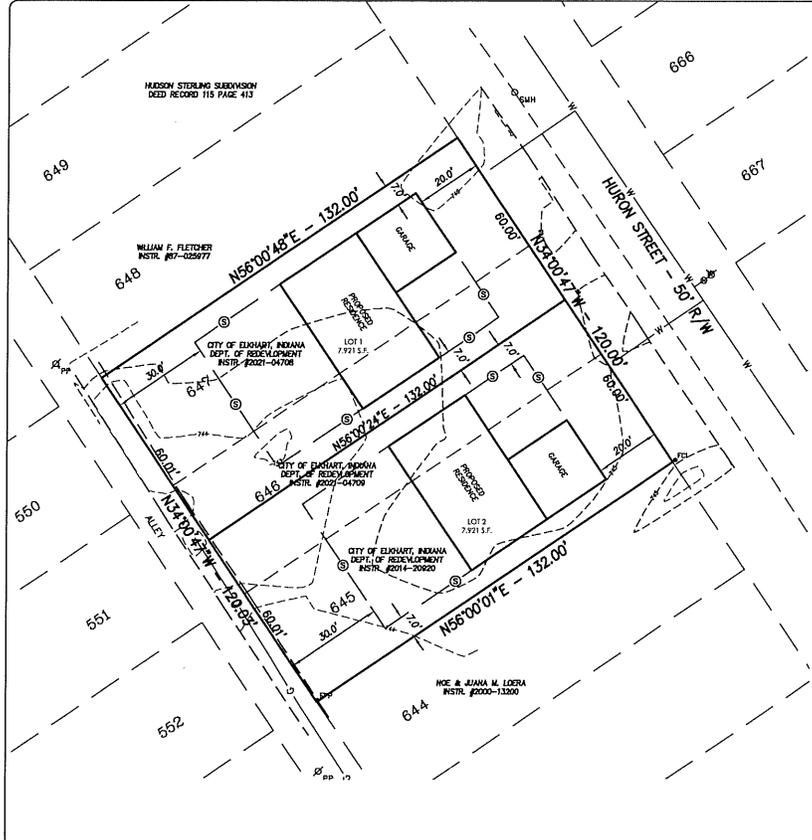
Remit To:

CITY OF ELKHART – OFFICE OF PLANNING & DEVELOPMENT – Planning Services Division
Municipal Building, 229 S. Second Street, Elkhart, Indiana 46516

(staff to complete)

Ordinance Requirement: Sections(s): _____

MAP #: _____ AREA: _____



PRELIMINARY PLAN
LACASA HURON MINOR SUBDIVISION
 A REPLAT OF LOTS NUMBERED FOUR HUNDRED SIXTY FIVE (645) THROUGH FOUR HUNDRED SIXTY SEVEN (647), INCLUSIVE, AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF HUDSON STERLING SUBDIVISION, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD 115 PAGE 413

LEGAL DESCRIPTION
 LOTS NUMBERED FOUR HUNDRED SIXTY FIVE (645) THROUGH FOUR HUNDRED SIXTY SEVEN (647), INCLUSIVE, AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF HUDSON STERLING SUBDIVISION, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD 115 PAGE 413.

GENERAL NOTES
 ZONING
 MINOR SUBDIVISION IS ZONED RESIDENTIAL-R-2. NO ZONING CHANGE IS REQUESTED OR REQUIRED. ADJACENT ZONING IS RESIDENTIAL-R-2

USE
 PRESENT USE FOR PROPOSED LOT 1 IS VACANT-RESIDENTIAL AND PRESENT USE FOR PROPOSED LOT 2 IS VACANT-RESIDENTIAL. ADJACENT USE IS RESIDENTIAL TO THE NORTHWEST, NORTHEAST, SOUTHWEST, AND SOUTHEAST.

A TWO (2) LOT MINOR SUBDIVISION TO BE CREATED FOR TWO (2) PROPOSED SINGLE FAMILY RESIDENCES.

ZONING REQUIREMENTS: REQUIRED PROVIDED
 MINIMUM LOT AREA= 7,200 S.F. 7,821 S.F. (LOT #1), 7,821 S.F. (LOT #2)
 MINIMUM LOT FRONTAGE= 60 FT 60.00 FT (LOT #1), 60.00 FT (LOT #2)

TOTAL PROJECT AREA = 15,642 SF 0.364 ACRE
SETBACKS - R-2
 RESIDENTIAL STRUCTURES
 FRONT YARD: 30 FEET FROM RIGHT OF WAY OR AS ESTABLISHED BY EXISTING RESIDENCES
 SIDE YARD: 7 FEET FROM LOT LINE
 REAR YARD: 30 FEET FROM LOT LINE
 MAXIMUM HEIGHT: 30 FEET

ACCESSORY STRUCTURE:
 FRONT YARD: NO CLOSER THAN THE CLOSEST POINT OF THE PRINCIPAL STRUCTURE
 SIDE YARD: 3 FEET FROM THE LOT LINE
 REAR YARD: 3 FEET FROM LOT LINE
 MAXIMUM HEIGHT: 15 FEET

SOILS
 THE SITE IS COMPOSED OF Uplua (URBAN LAND-VISTULA COMPLEX WITH 0-1% SLOPES) SOILS. SOIL INFORMATION WAS OBTAINED FROM THE WEB SOIL SURVEY.

SANITARY SEWER
 PROPOSED LOTS TO EACH HAVE AN INDIVIDUAL SANITARY SEWER SERVICE CONNECTION TO THE MUNICIPAL UTILITIES OF THE CITY OF ELKHART, INDIANA.

WATER SUPPLY
 PROPOSED LOTS TO EACH HAVE AN INDIVIDUAL WATER SERVICE CONNECTION TO THE MUNICIPAL UTILITIES OF THE CITY OF ELKHART, INDIANA.

STREETS
 THERE WILL BE NO PROPOSED STREET CONSTRUCTION OR DEDICATION OF PUBLIC RIGHT OF WAY WITH THIS PROJECT. THIS PROJECT HAS DIRECT ACCESS TO A DEDICATED AND IMPROVED STREET (HURON STREET).

RESTRICTIONS
 ADDITIONAL RESTRICTIONS ARE TO BE PREPARED AND RECORDED UPON SECONDARY APPROVAL.

DATE OF DEVELOPMENT
 CONSTRUCTION TO COMMENCE UPON ELKHART CITY APPROVAL.

FLOOD NOTE
 THIS PARCEL DOES NOT LIE WITHIN A 1% ANNUAL CHANCE FLOOD (SPECIAL FLOOD HAZARD AREA (SFHA)) AS DEPICTED ON THE FEMA/FIRM COMMUNITY PANEL #18030201370, EFFECTIVE MAP DATE: AUGUST 2, 2011.

RESIDENCE ELEVATION
 FINISHED GRADE OF THE GROUND AT THE RESIDENCE TO BE ESTABLISHED AT AN ELEVATION TO INSURE PROPER DRAINAGE OF STORM RUNOFF AWAY FROM RESIDENCE.

ELEVATIONS
 ELEVATIONS SHOWN HEREIN ARE ESTABLISHED FROM FIELD MEASUREMENTS BASED ON U.S.G.S. NAVD 83 DATUM. ELEVATIONS SHOWN WERE COLLECTED FROM SURVEY GRADE QPS AND TOTAL STATION EQUIPMENT BASED ON STANDARD SURVEY PROCEDURES AND PRACTICES.

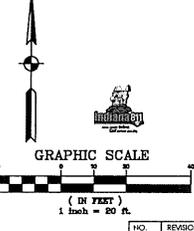
BENCHMARK
 NORTH END OF SANITARY MANHOLE NEAR THE NORTHEAST CORNER OF LOT 1, ELEVATION 746.13 FEET (NAVD83).



SURVEYOR
 CRAIG S. BAITOROFF P.L.S. #21200005
 AGRIMARK CONSULTANTS, INC.
 303 RIVER RACE DRIVE, UNIT 208
 GOSHEN, IN 46526
 574-533-9913

PROPERTY OWNER / DEVELOPER
 CITY OF ELKHART, INDIANA
 DEPARTMENT OF REDEVELOPMENT
 DEVELOPER: LACASA, INC.

- LEGEND**
- FCI - FOUND CAPPED IRON
 - FPP - FOUND FINISHED TOP IRON PIPE
 - PP - POWER POLE
 - W - WATER VALVE
 - SHH - SANITARY MANHOLE
 - FH - FIRE HYDRANT
 - - - - - 750 - EXISTING GROUND CONTOUR
 - ⊙ - MINIMUM BUILDING SETBACK LINE AT DISTANCES INDICATED
 - << - - - - - EXISTING SANITARY SEWER PIPE
 - G - - - - - EXISTING DRAINAGE PIPE
 - W - - - - - EXISTING WATER MAIN



CRAIG S. BAITOROFF P.L.S. #21200005
 LAND SURVEYOR

ABONMARCHÉ
 1009 South Ninth Street
 Fort Wayne, Indiana 46802
 Phone: 764-2333
 Fax: 764-2333
 Email: abonmarche@abonmarche.com
 abonmarche.com

PROJECT: LOT #645 THROUGH LOT #647, INCLUSIVE, HUDSON STERLING SUBDIVISION DEED RECORD 115, PAGE 413

PRELIMINARY PLAN
 LACASA HURON MINOR
 SUBDIVISION

SHEET TITLE: _____
 DRAWN BY: DEF
 DESIGNED BY: _____
 PA REVIEW: CSB
 QA/QC REVIEW: CSB
 DATE: 09/09/2021
 SCALE: HORIZ: 1"=20'
 VERT: _____
 A.C.I. JOB #: 21-1416
 SHEET NO. 1 of 1

NO.	REVISION DESCRIPTION	BY	DATE

LACASA HURON MINOR SUBDIVISION

A REPLAT OF LOTS NUMBERED SIX HUNDRED FORTY FIVE (645) THROUGH SIX HUNDRED FORTY SEVEN (647), INCLUSIVE, AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF HUDSON STERLING SUBDIVISION, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD 115 PAGE 413

CERTIFICATE OF APPROVAL

BE IT RESOLVED BY THE CITY OF ELKHART PLAT COMMITTEE, ELKHART, INDIANA THAT THIS PLAT IS

HEREBY APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20____.

JEFFREY SCHAFER, PRESIDENT EDGAR MORENO, MEMBER ERIC TROTTER, MEMBER

AUDITOR

DULY ENTERED FOR TAXATION THIS _____ DAY OF _____, 20____.

PAULINE E. CRAFF ELKHART COUNTY AUDITOR.

RECORDER

RECEIVED FOR RECORD THIS _____ DAY OF _____, 20____ AT _____.

AND RECORDED IN PLAT BOOK _____ PAGE _____.

FEE: _____ ELKHART COUNTY RECORDER
JENNIFER L. DORSET



SURVEYOR'S CERTIFICATE

STATE OF INDIANA) COUNTY OF ELKHART) SS:

I, CRAIG S. BATDORFF, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN THE STATE OF INDIANA, AND DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT I HAVE DIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HEREBY DRAWN PLAT. THIS PLAT, TO THE BEST OF MY KNOWLEDGE, CORRECTLY REPRESENTS THE SAID SURVEY AND SUBDIVISION IN EVERY DETAIL. MONUMENTS ARE SHOWN IN PLACE AS LOCATED. ALL LOT CORNERS ARE MARKED WITH IRONS. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

I, CRAIG S. BATDORFF, AFFIRM UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

DATED THIS _____th DAY OF _____ SEPT _____, 20____, 21____.

CRAIG S. BATDORFF: P.L.S. #21200006



JOB NO.: 21-1416
DATE: SEPT, 2021

SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP & DEED OF DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL ESTATE DESCRIBED HEREON AND AS SUCH HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT DELINEATED ABOVE TO BE KNOWN AS LACASA HURON MINOR SUBDIVISION. THE LOTS ARE NUMBERED AND THEIR RESPECTIVE DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF. THE STREETS ARE HEREBY DEDICATED TO THE PUBLIC FOR USE AS PUBLIC HIGHWAYS. THE UTILITY EASEMENTS SHOWN ON THE PLAT ARE HEREBY SET ASIDE AND RESERVED TO THE DULY FRANCHISED PUBLIC UTILITY COMPANIES SERVING THE AREA WITH GAS, ELECTRICITY AND TELEPHONE SERVICE. FOR THE INSTALLATION AND MAINTENANCE OF SAID UTILITIES, THE DRAINAGE EASEMENTS SHOWN ON THE PLAT ARE FOR THE USE OF OWNERS OF LOTS IN THE SUBDIVISION TO EFFECT PROPER DRAINAGE FACILITIES SUCH AS CHANNELS, SWALES, BIRCHES, SEWERS, ETC. WITHIN SAID DRAINAGE EASEMENTS. NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH THE DRAINAGE FACILITIES. THE DRAINAGE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. IN THE EVENT OF THE FAILURE OF THE OWNER TO PROPERLY MAINTAIN SUCH DRAINAGE FACILITIES, THE APPROPRIATE GOVERNMENTAL AUTHORITY OF THE CITY OF ELKHART, INDIANA, ITS HEIRS AND ASSIGNS MAY REPAIR AND/OR RECONSTRUCT SAID DRAINAGE FACILITIES AND ASSESS AND INVOICED THE COSTS OF SAID REPAIR AND/OR RECONSTRUCTION TO THE ABUTTING PROPERTY OWNERS. THE SAID GOVERNMENTAL AUTHORITY IS HEREBY GRANTED AN EASEMENT ACROSS THE VARIOUS LOTS IN THIS SUBDIVISION FOR THE PURPOSE OF EFFECTING SAID REPAIR AND/OR RECONSTRUCTION. THE AMOUNT OF THE COSTS ASSESSED AND INVOICED BY SAID GOVERNMENTAL AUTHORITY SHALL CONSTITUTE A LIEN AGAINST THE PROPERTIES INVOLVED AND AN ENCUMBRANCE UPON THE TITLES TO ALL PROPERTIES. THE SAID GOVERNMENTAL AUTHORITY IS FURTHER GRANTED A RIGHT OF ACTION FOR THE COLLECTION OF SAID ASSESSMENT FROM THE PROPERTY OWNER AND FOR THE FORECLOSURE OF SAID LIEN IN THE MANNER IN WHICH MORTGAGES ARE FORECLOSED UNDER THE LAWS OF THE STATE OF INDIANA. ANY SUCH COLLECTION AND/OR FORECLOSURE SHALL BE ADJUDICATED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA AND SHALL COMMENCE IN THE CITY OF ELKHART, INDIANA.

CITY OF ELKHART, INDIANA DEPARTMENT OF REDEVELOPMENT

SANDRA SCHREIBER, PRESIDENT

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA) COUNTY OF _____) SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME THE ABOVE OWNER, JONATHAN BROWN, AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC MY COMMISSION EXPIRES
RESIDENT OF _____ COUNTY, INDIANA



ABONMARCHÉ

383 River Road, Suite 104
Goshen, IN 46526
1-574-333-9912
1-574-333-9911
abonmarche.com

Portage/Hammond
Benton/Harbor
Fort Wayne
South Haven
Vincennes
Engineering Architecture Land Surveying

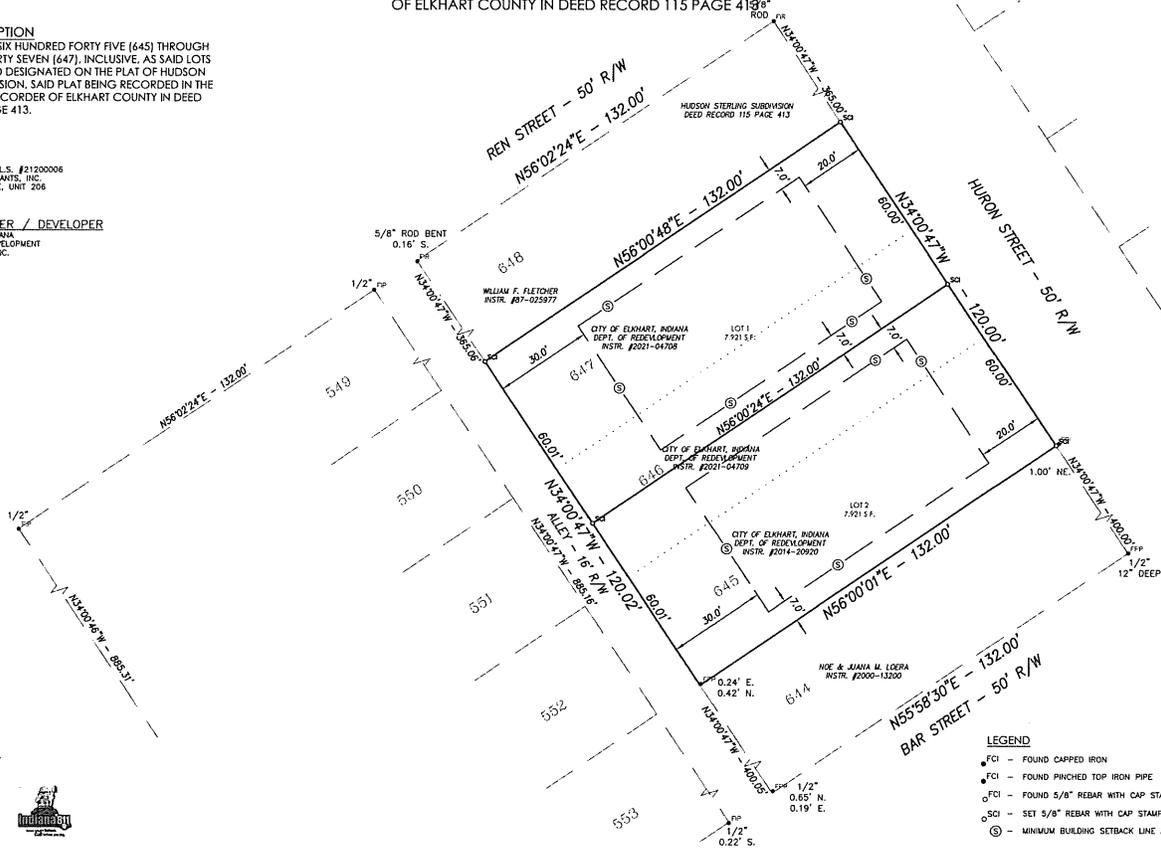
LACASA HURON MINOR SUBDIVISION

A REPLAT OF LOTS NUMBERED SIX HUNDRED FORTY FIVE (645) THROUGH SIX HUNDRED FORTY SEVEN (647), INCLUSIVE, AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF HUDSON STERLING SUBDIVISION, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD 115 PAGE 413

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SURVEYOR
 CRAIG S. BATDORFF P.L.S. #21200006
 ABONMACHE CONSULTANTS, INC.
 303 RIVER RACE DRIVE, UNIT 206
 GOSHEN, IN 46526
 574-533-9913

PROPERTY OWNER / DEVELOPER
 CITY OF ELKHART, INDIANA
 DEPARTMENT OF REDEVELOPMENT
 DEVELOPER: LACASA, INC.



GRAPHIC SCALE
 (IN FEET)
 1 inch = 20 ft.

FLOOD NOTE
 THIS PROJECT DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) (100 YEAR FLOOD BOUNDARY) AS SCALED AND DEPICTED ON THE FEMA/FIRM COMMUNITY PANEL #18039C01360, EFFECTIVE MAP DATE: AUGUST 2, 2011.

JOB NO.: 21-1416
 DATE: SEPT, 2021
 SHEET 2 OF 2

ABONMACHE
 303 River Race Drive, Unit 206
 Goshen, IN 46526
 T 574.533.9913
 F 574.533.9911
 abonmache.com

- LEGEND**
- FCI - FOUND CAPPED IRON
 - FCI - FOUND FINCHED TOP IRON PIPE
 - FCI - FOUND 5/8" REBAR WITH CAP STAMPED ABONMACHE 0050
 - FCI - SET 5/8" REBAR WITH CAP STAMPED ABONMACHE 0050
 - Ⓢ - MINIMUM BUILDING SETBACK LINE AT DISTANCES INDICATED

Partage/Kalamianos
 Bertha Harbor
 Fort Wayne
 South Haven
 Valparaiso
 Englewood Architecture Landscaping
 Goshen
 Hobart
 LaGrange
 South Bend
 Valparaiso

2021-07-27
HSCW

Elkhart County, IN

1635 HURON, ELKHART, IN 46516
20-06-09-409-030.000-012

21-1416
HURON
Z LOT MINOR



Parcel Information

Parcel Number: 20-06-09-409-030.000-012 ✓

Alt Parcel Number: 06-09-409-030-012

Property Address: 1635 HURON
ELKHART, IN 46516

Neighborhood: 1250007-N&E: Elkhart River S:
Lusher W: RR tracks

Property Class: Residential: Vacant - Platted Lot

Owner Name: CITY OF ELKHART INDIANA DEPARTMENT OF REDEVELOPMENT ✓

Owner Address: 229 S SECOND ST
ELKHART, IN 46516

Legal Description: HUDSON STERLING LOT 647, (TIF 111) ✓

Taxing District

Township: CONCORD TOWNSHIP

Corporation: Elkhart Community Schools

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
Front Lot	0.1212	40x132

2021-04708

2021-04708

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
02/23/2021 03:12 PM
AS PRESENTED



Described by the State Board of Accounts:

TAX DEED

WHEREAS CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT did the 12th day of January, 2021 produce to the undersigned, PATRICIA A. PICKENS, Auditor of the County of Elkhart in the State of Indiana, a certificate of sale dated the 27th day of September, 2019, signed by PATRICIA A. PICKENS who, at the date of sale, was Auditor of the County, from which it appears that CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT accepted an assignment of that certain certificate of sale on the 3rd day of February, 2020, from the Commissioners in and for the County of Elkhart, who held that certain certificate sale pursuant to IND. CODE § 6-1.1-24-6 et seq., and that the CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT acquired that certain certificate of sale for the real property described in this indenture for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the respective parties hereto, in connection with the following tracts of land returned delinquent in the name KIDDER DONALD S C/O RICHARD KIDDER POA for 2018 and prior years, namely:

SEE ATTACHED EXHIBIT A

Property ID#: 06-09-409-030-012

Map#: 06-09-409-030-012

Such real property has been recorded in the Office of the Elkhart County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Elkhart County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2018 and prior years.

THEREFORE, this indenture, made this 20 day of Jan, 2021 between the State of Indiana by PATRICIA A. PICKENS Auditor of Elkhart County, of the first part, and CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Elkhart, and State of Indiana, namely and more particularly described as follows:

SEE ATTACHED EXHIBIT A

Property ID#: 06-09-409-030-012

Map#: 06-09-409-030-012

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

20-06-09-409-030.000-012
2/23/2021 SD

DISCLOSURE FEE NOT REQUIRED

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
2-23 2021
Patricia A. Pickens AUDITOR
000929
TRANSFER FEE 10
PARCEL NO. ✓

In testimony whereof, PATRICIA A. PICKENS, Auditor of Elkhart County, has hereunto set his/her hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Tina M. Bontrager
Attest: TINA M. BONTRAGER
Treasurer: Elkhart County

Witness: Patricia A. Pickens (L.S.)
PATRICIA A. PICKENS,
Auditor of Elkhart County

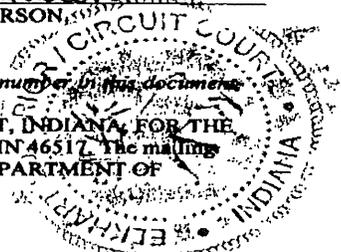
State of Indiana }
County of Elkhart } SS.



Before me, the undersigned, CHRISTOPHER ANDERSON, Clerk of the Circuit Court, in and for said County and State, this day, personally came the above named PATRICIA A. PICKENS, Auditor of said County, and acknowledged that she signed and sealed the foregoing deed for the uses and purposes therein mentioned, and personally came the above named TINA M. BONTRAGER, Treasurer of said County, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by PATRICIA A. PICKENS, Elkhart County Auditor, that she was present and saw PATRICIA A. PICKENS execute the same, and that she at the same time subscribed her name as a witness thereto as provided above.

In witness whereof, I have hereunto set my hand and seal this 26th day of January, 20 21.

Christopher Anderson
CHRISTOPHER ANDERSON,
Clerk of Elkhart County



This instrument prepared by PATRICIA A. PICKENS, Auditor

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. PATRICIA A. PICKENS, Auditor

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT, 229 S. Second Street, Elkhart, IN 46517. The mailing address of the grantee is: CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT, 229 S. Second Street, Elkhart, IN 46517.

EXHIBIT A - LEGAL DESCRIPTION

Property ID#: 06-09-409-030-012

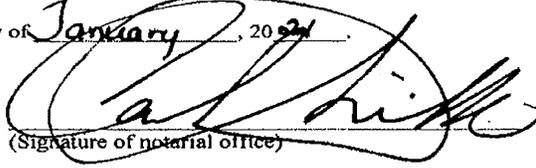
Map#: 06-09-409-030-012

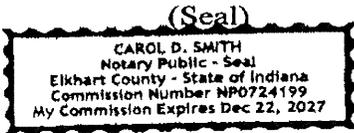
Lot Numbered 647 in Hudson - Sterling Addition to the City of Elkhart as per plat thereof recorded in Deed Record 115 page 413 in the Office of the Recorder of Elkhart County, Indiana.

State of Indiana County of Elkhart

I, a Notary Public, hereby certify that Christopher Anderson whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this the 26th day of January, 2021.


(Signature of notarial office)



Title: _____

My commission expires: 12/22/2027

Elkhart County, IN

1635 HURON ST, Elkhart, IN 46516
20-06-09-409-031.000-012



Parcel Information

Parcel Number: 20-06-09-409-031.000-012 ✓
Alt Parcel Number: 06-09-409-031-012
Property Address: 1635 HURON ST
Elkhart, IN 46516
Neighborhood: 1250007-N&E: Elkhart River S:
Lusher W: RR tracks
Property Class: Residential: Other Residential Structures
Owner Name: CITY OF ELKHART INDIANA DEPARTMENT OF REDEVELOPMENT ✓
Owner Address: 229 S SECOND ST
ELKHART, IN 46516
Legal Description: HUDSON STERLING LOT 646; (TIF 111) ✓

Taxing District

Township: CONCORD TOWNSHIP
Corporation: Elkhart Community Schools

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
Front Lot	0.1212	40x132

2021-04709

2021-04709

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
02/23/2021 03:12 PM
AS PRESENTED



Recorded by the State Board of Accounts:

TAX DEED

WHEREAS CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT did the 12th day of January, 2021 produce to the undersigned, PATRICIA A. PICKENS, Auditor of the County of Elkhart in the State of Indiana, a certificate of sale dated the 27th day of September, 2019, signed by PATRICIA A. PICKENS who, at the date of sale, was Auditor of the County, from which it appears that CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT accepted an assignment of that certain certificate of sale on the 3rd day of February, 2020, from the Commissioners in and for the County of Elkhart, who held that certain certificate sale pursuant to IND. CODE § 6-1.1-24-6 et seq., and that the CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT acquired that certain certificate of sale for the real property described in this indenture for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the respective parties hereto, in connection with the following tracts of land returned delinquent in the name KIDDER DONALD S C/O RICHARD KIDDER POA for 2018 and prior years, namely:

SEE ATTACHED EXHIBIT A

Property ID#: 06-09-409-031-012

Map#: 06-09-409-031-012

Such real property has been recorded in the Office of the Elkhart County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Elkhart County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2018 and prior years.

THEREFORE, this indenture, made this 20 day of Jan, 2021 between the State of Indiana by PATRICIA A. PICKENS Auditor of Elkhart County, of the first part, and CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Elkhart, and State of Indiana, namely and more particularly described as follows:

SEE ATTACHED EXHIBIT A

Property ID#: 06-09-409-031-012

Map#: 06-09-409-031-012

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

20-06-09-409-031-000-012
2/23/2021 SD

DISCLOSURE FEE NOT REQUIRED

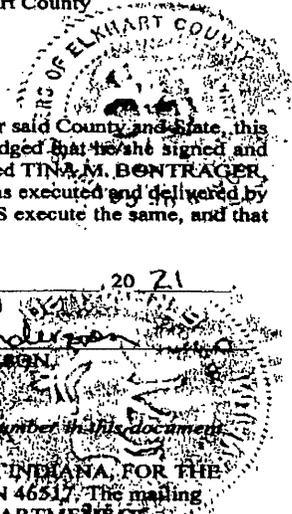
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
2-23 2021
Patricia A. Pickens AUDITOR
000930
TRANSFER FEE 10
PARCEL NO. ✓

In testimony whereof, PATRICIA A. PICKENS, Auditor of Elkhart County, has hereunto set his/her hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Tina M. Bontrager
Attest: TINA M. BONTRAGER
Treasurer: Elkhart County

Witness: *Patricia A. Pickens* (L.S.)
PATRICIA A. PICKENS,
Auditor of Elkhart County

State of Indiana)
County of Elkhart) SS.



Before me, the undersigned, CHRISTOPHER ANDERSON, Clerk of the Circuit Court, in and for said County and State, this day, personally came the above named PATRICIA A. PICKENS, Auditor of said County, and acknowledged that she signed and sealed the foregoing deed for the uses and purposes therein mentioned, and personally came the above named TINA M. BONTRAGER, Treasurer of said County, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by PATRICIA A. PICKENS, Elkhart County Auditor, that she was present and saw PATRICIA A. PICKENS execute the same, and that she at the same time subscribed her name as a witness thereto as provided above.

In witness whereof, I have hereunto set my hand and seal this 26th day of January, 2021

Christopher Anderson
CHRISTOPHER ANDERSON
Clerk of Elkhart County

This instrument prepared by PATRICIA A. PICKENS, Auditor
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. PATRICIA A. PICKENS, Auditor
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT, 229 S. Second Street, Elkhart, IN 46517. The mailing address of the grantee is: CITY OF ELKHART, INDIANA, FOR THE USE AND BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT, 229 S. Second Street, Elkhart, IN 46517.

EXHIBIT A - LEGAL DESCRIPTION

Property ID#: 06-09-409-031-012

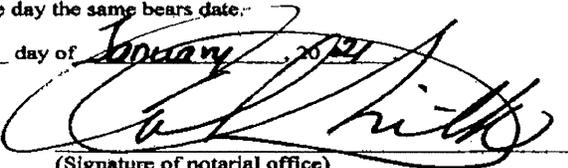
Map#: 06-09-409-031-012

Lot Numbered 646 in Hudson - Sterling Addition to the City of Elkhart as per plat thereof recorded in Deed Record 115 page 413 in the Office of the Recorder of Elkhart County, Indiana.

State of Indiana County of Elkhart

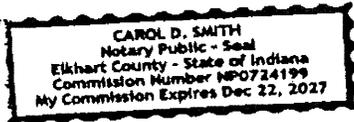
I, a Notary Public, hereby certify that Christopher Anderson whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date:-

Given under my hand this the 26th day of January, 2021



(Signature of notarial office)

(Seal)



Title: _____

My commission expires: 12/22/2027

Elkhart County, IN

HURON, ELKHART, IN 46516

20-06-09-409-032.000-012



Parcel Information

Parcel Number: 20-06-09-409-032.000-012 ✓

Alt Parcel Number: 06-09-409-032-012

Property Address: HURON
ELKHART, IN 46516

Neighborhood: 1250007-N&E: Elkhart River S:
Lusher W: RR tracks

Property Class: Exempt: Municipality ✓

Owner Name: CITY OF ELKHART DEPARTMENT OF REDEVELOPMENT

Owner Address: 229 SOUTH SECOND ST
ELKHART, IN 46516

Legal Description: HUDSON STERLING LOT 645; (TIF 111) ✓

Taxing District

Township: CONCORD TOWNSHIP

Corporation: Elkhart Community Schools

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
Front Lot	0.1212	40x132

2014-20920

2014-20920

ELKHART COUNTY RECORDER
JERRY L WEAVER
FILED FOR RECORD ON
AS PRESENTED
10/29/2014 12:52 PM



Prescribed by the State Board of Accounts

Internal Parcel 33

TAX DEED

WHEREAS, City of Elkhart did on or about the 9th day of September, 2014 produce to the undersigned, PAULINE E. GRAFF, Auditor of the County of Elkhart in the State of Indiana, a Tax Sale Certificate dated the 3rd day of October, 2013, signed by Pauline E. Graff who, at the date of sale of tax sale properties held on October 2, 2013, was Auditor of the County of Elkhart; from said Tax Sale Certificate it appears that the Elkhart County Commissioners acquired the Tax Sale Certificate for the real property hereinafter described by operation of law, because no other person or party submitted a bid to purchase the Tax Sale Certificate for such property at said sale; that it further appears that there has been an Assignment of such Tax Sale Certificate by the Elkhart County Commissioners to the City of Elkhart, Indiana, as reflected on such Tax Sale Certificate, such Assignment having occurred on or about the 17th day of February, 2014, after the acquisition and/or purchase of the Tax Sale Certificate, by the City of Elkhart, from the Elkhart County Commissioners, as of that date. The property the subject of such Tax Sale Certificate and such Assignment is more particularly described as follows:

Parcel Number: 06-09-409-032-012

Map #: 20-06-09-409-032.000-012

Lot Six Hundred Forty-five (645) as the said Lot is known and designated on the recorded Plat of HUDSON-STERLING ADDITION to the City of Elkhart, recorded in Deed Record 115, page 413 in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as: Adj. NW 1721 S. Main St., Elkhart, IN 46516 and/or Adj. SE of 163 S. Huron St., Elkhart, IN 46516.

Such real property has been recorded in the Office of the Elkhart County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that the City of Elkhart is the owner of the Tax Sale Certificate, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the Tax Sale Certificate, that the records of the Elkhart County Auditor's office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2012 pay 2013 and prior years.

THEREFORE, this indenture, made this 7th day of October, 2014, between the State of Indiana by PAULINE E. GRAFF, Auditor of Elkhart County, of the first part, and City of Elkhart, Indiana, of the second part, witnesseth; that the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, its successors and assigns, the real property described in the Tax Sale Certificate, situated in the County of Elkhart, State of Indiana, namely and more particularly described as follows:

(Said real property also being more particularly described as aforesaid.)

To have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered by law to convey the same.

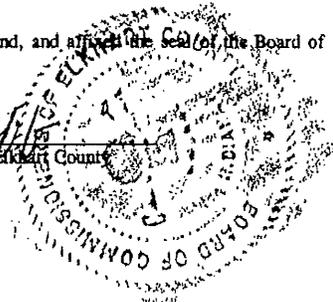
Parcel Number: 06-09-409-032-012

Map #: 20-06-09-402-032.000-012

In testimony whereof, PAULINE E. GRAFF, Auditor of Elkhart County, has hereunto set her hand, and affixed the Seal of the Board of Commissioners, the day and year first above mentioned.

Jackie Meyers
Attest: JACKIE MEYERS
Treasurer, Elkhart County

Witness: *Pauline E. Graff*
PAULINE E. GRAFF, Auditor of Elkhart County



DISCLOSURE FEE NOT REQUIRED

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
10-29 2014
Pauline E. Graff AUDITOR
004821
TRANSFER FEE 5
PARCEL NO. ✓

MAV

State of Indiana)
)SS:
County of Elkhart)

Before me, the undersigned, WENDY HUDSON, in and for said County, this day, personally came the above named PAULINE E. GRAFF, Auditor of said County, and acknowledged that she signed and sealed the foregoing Deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 9 day of October, 2014.



WENDY HUDSON, Clerk of Elkhart County



This instrument prepared by PAULINE E. GRAFF, Auditor.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. PAULINE E. GRAFF, Auditor.

Post Office address of grantee: c/o City Clerk, City of Elkhart, 229 S. Second St., Elkhart, IN 46516

City of Elkhart

MINOR SUBDIVISION APPROVAL PROCESS (3 lots or less)

1. Applicant submits Subdivision application, petition form, and proposed plat drawing to the Planning Services Division office at any time (there is no deadline).
2. Case preparations and preliminary findings are made by Planning Services Division staff.
3. Plat Committee meets and reviews proposed Minor Subdivision on an as needed basis.
 - a. Detailed findings are drafted and plat is signed by Plat Committee members.
 - b. Letters of notification are sent to surrounding property owners.
4. Ten day waiting period for remonstrance takes place.
5. If approved, plat is signed by the Plat Committee.
6. A copy of the decision and findings, signed by the Chairman of the Plat Committee, is mailed to the applicant and all interested parties.
7. Signed plat is recorded at County Recorder's office.
8. Copies of the signed and recorded plat are delivered to the Planning Services Division office and the Office of Public Works and Utilities.

NOTE—If denied, or an appeal is received by the Planning Services Division office; the applicant must file under same provisions as major subdivision process.

SUBDIVISION ORDINANCE, CITY OF ELKHART

ARTICLE 4 – PRELIMINARY PLAN APPROVAL PROCESS

Section 1. Filing Procedures

Any owner or subdivider of land within the corporate limits of the City of Elkhart desiring to divide said land, or to dedicate streets, alleys or other lands for public use shall submit a subdivision application to the Plan Commission Staff at least thirty (30) days prior to the Plan Commission meeting. (Applications are available in the City Planning and Zoning Department.) The application requirements are:

- A. An application form signed by the owner(s) of record of the land to be subdivided specifying the intent of land use, drainage, sewage disposal, water supply, street improvements, restrictions existing or to be placed on the property and the expected date of its development.
- B. Application fee in accordance with the Fee Schedule of this Ordinance (Article 11).
- C. List of names and addresses of all interested parties. (City staff will provide).
- D. A site plan of the proposed subdivision indicating that all standards of this Ordinance have been met.

The site plan shall contain the following elements:

- 1. Proposed name of subdivision;
- 2. Location by section, township and range, or other legal description and by a general location map;
- 3. Names and addresses of developers and plan designer;
- 4. Scale 1" to 100' or larger (shown graphically), date and northpoint;
- 5. Boundary line of proposed subdivision and total acreage encompassed;
- 6. Location, widths and names of all existing or prior platted streets or other public ways, railroad and utility rights-of-way, parks and other public open spaces, permanent buildings and structures, permanent easements, and section and corporation lines within or adjacent to the tract;
- 7. Location of existing and proposed sewers, water mains, culverts and other underground facilities within and adjacent to the tract indicating pipe sizes and manholes;
- 8. Boundary lines of adjacent tracts indicating ownership of interested parties;
- 9. Existing and proposed zoning of the proposed subdivision and adjacent tracts;
- 10. Contours at two-foot intervals, except where topography requires one-foot intervals;
- 11. Location, width and name of all proposed streets, rights-of-way, cross-walkways and easements;
- 12. Layout, numbers and dimensions of lots with building setback lines, except for industrial subdivisions;
- 13. Parcels of land to be dedicated or temporarily reserved for public use or set aside for use by the property owners of the subdivision;
- 14. Location, name and characteristics of soils within the proposed subdivision;
- 15. Any protective covenants regulating the use and development of the lots within the subdivision;
- 16. General drainage plan of the area in and around the proposed subdivision, indicating retention areas, swales, ditches, storm sewers and catch basins.
- 17. Location of the 100-year flood plain boundary for lands identified as flood-prone. (See Section 2, Flood Plain Regulations.)

RESOLUTION NO. 21-R-_____

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

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

Whereas, the Contract for Services requires the City to pay its share for Mediation expenses as incurred; and

Whereas, the Mediator has submitted attached invoice 259891 for services through August 31, 2021, the balance due on the Commission's share, after application of prior payments, is \$546.00 (the "Invoice"); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoice for payment in the amount of \$546.00.
2. The Commission appropriates the sum of \$546.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area TIF Special Fund to pay for the City's share of the Invoice.
3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF OCTOBER 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

PLEWS SHADLEY RACHER & BRAUN LLP

ATTORNEYS AT LAW
1346 NORTH DELAWARE STREET
INDIANAPOLIS, INDIANA 46202-2415
TELEPHONE (317) 637-0700
FACSIMILE (317) 663-1898

September 23, 2021

Via Email

David A. Temple
Drewry Simmons Vornehm LLP
736 Hanover Place, Suite 200
Carmel, IN 46032
dtemple@dsvlaw.com

Brent Huber
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46282-0200
Brent.Huber@icemiller.com

David L. Reiser
K&L Gates LLP
70 West Madison Street, Suite 3300
Chicago, IL 60602
David.Rieser@klgates.com

Joseph V. Macha
Foley & Mansfield, PLLP
11350 N. Meridian Street, Suite 110
Carmel, IN 46032
jmacha@foleymansfield.com

Scott A. Harkness
Norris Choplin Schroeder LLP
101 West Ohio Street, Ninth Floor
Indianapolis, IN 46204-4213
SHarkness@ncs-law.com

Re: Invoice Regarding City of Elkhart Redevelopment Commission v.
Labour Pump Company, et al.
Elkhart Superior Court, Cause No. 20D02-1512-CT-000210

Dear Counsel:

Enclosed is our invoice for services rendered and expenses paid on behalf of the above-referenced matter regarding mediation through the month of August, 2021.

If you have any questions regarding the enclosure do not hesitate to contact me. Otherwise, we appreciate the opportunity to provide legal services to you.

Very truly yours,



Christopher J. Braun

CJB/aak
Enclosure

PLEWS SHADLEY RACHER & BRAUN LLP

Attorneys At Law
1346 North Delaware Street
Indianapolis, IN 46202-2415

Telephone: (317) 637-0700 Facsimile: (317) 637-0710

Tax ID #35-1746444

09/22/2021

Account No: 000067.5200

Invoice No: 259891

Ice Miller LLP
Brent Huber
One American Square, Suite 2900
Indianapolis, IN 46282-0200

Client: City of Elkhart
Matter Description: Mediation

For Services Rendered Through 8/31/2021

			Rate	Hours	Amount
08/09/2021	CJB	Review emails from various counsel; draft updated term sheet for Phase II investigation and sampling to all counsel [0.9]; review and revise term sheet for Phase II investigation and sampling; send draft to all counsel for review [0.2].	390.00	1.10	429.00
08/11/2021	CJB	Review and respond to B. Huber's email and update; draft email to all counsel regarding status of term sheet [0.1]; review B. Huber email with proposed changes to term sheet for Phase II testing [0.1].	390.00	0.20	78.00
08/14/2021	CJB	Attention to status of selection of consultant and drafting of access agreement.	390.00	0.10	39.00
08/16/2021	CJB	Review several emails from counsel; begin review of Stantec response.	390.00	0.20	78.00
08/17/2021	CJB	Review emails from various counsel and possible additional terms; begin revising term sheet for Phase II sampling.	390.00	0.20	78.00
08/19/2021	CJB	Draft and revise term sheet to incorporate comments from various counsel; draft email to all counsel with red-line draft of term sheet and request for access agreement.	390.00	0.60	234.00
08/20/2021	CJB	Review and respond to defense counsel update on term sheet and access agreement status.	390.00	0.10	39.00
08/25/2021	CJB	Review several emails with counsel and draft update to confirm term sheet revisions.	390.00	0.10	39.00

Please remit payment to our Indianapolis office. To ensure proper credit of your payment, please include your account number and invoice number on your payment. Thank you.

09/22/2021

Account No: 000067.5200

Mediation

Invoice No: 259891

08/28/2021	CJB	Review emails with signed term sheet, joint motion to extend stay.	390.00	0.10	39.00
08/31/2021	CJB	Review emails, confirm joint motion to continue deadlines, need for selection of consultant; draft access agreement.	390.00	0.10	39.00
For Current Services Rendered:				2.80	1092.00

Recapitulation

Timekeeper	Title	Hours	Rate	Total
Christopher J. Braun	Partner	2.80	\$390.00	\$1,092.00

Payments

08/31/2021	Payment from Norris Choplin Schroeder LLP for invoice 259444. Thank you!	327.60
Sub-total Payments:		\$327.60
Current Invoice Total:		\$1,092.00
Unpaid Previous Invoices:		\$5,326.40
Total Payments:		\$327.60
TOTAL AMOUNT DUE:		\$6,090.80

Billing Party	Claim Number	Bill Percent	Previous Balance Due	Payments	Total Current Billing	Total Now Due
Foley & Mansfield, PLLP Joseph V. Macha		20.00%	\$2,171.80	\$0.00	\$218.40	\$2,390.20
K&L Gates LLP David L. Reiser		20.00%	\$2,171.80	\$0.00	\$218.40	\$2,390.20
Ice Miller LLP Brent Huber	Payments from City of Elkhart	20.00%	\$2,171.80	\$1,844.20	\$218.40	\$546.00
Drewry Simmons Vornehm, LLP David A. Temple	Payments from Secura Insurance	20.00%	\$2,171.80	\$1,844.20	\$218.40	\$546.00
Norris Choplin Schroeder LLP Scott A. Harkness	Payments from Norris Choplin Schroeder LLP	20.00%	\$2,171.80	\$2,171.80	\$218.40	\$218.40

Please remit payment to our Indianapolis office. To ensure proper credit of your payment, please include your account number and invoice number on your payment. Thank you.

RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING A. MACK EMPLOYMENT

Whereas, The Commission has acquired the realty at 1101 E. Beardsley previously referred to as the Conn property, which has environmental contamination and requires remediation, and has employed Nelson Law Group LLC (“Nelson) to pursue collection of the clean-up costs and related expenses; and

Whereas, Nelson has advised that August Mack (“Mack”) needs to be employed to provide expert witness services pertaining to identifying specific entities responsible for the contamination and allocation of liability at an approximate cost of \$22,000 as set forth in the proposal for services submitted to the Commissioners (the “Proposal”); and

Whereas, the Commission has reviewed the Proposal and believes it is in the best interest of the City and its inhabitants that the Proposal be approved and the funds appropriated to cover the estimated cost of the services.

NOW THEREFORE BE IT RESOLVED:

1. The Commission approves the Proposal and authorizes the employment of Mack to provide the expert witness services.
2. The Commission appropriates the sum of \$22,000 from the Downtown Allocation Area No. 1 Special Fund to pay for the services as and when billed.
3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF OCTOBER 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING OFFERING OF ZONE 3
LOTS IN RIVER DISTRICT NORTH WEST FOR SALE

Whereas, The Commission has acquired the real estate commonly referred to as Zone 3 Lots in the Plat of River District Northwest, in the City and County of Elkhart, Indiana which consist of 6 tax parcels on E. Jackson Blvd., to wit: Tax Parcels 20-06-05-283-001, 004, 005, 008, 013, 014.000-012 (the "Real Estate"), has obtained appraisals on the Real Estate, and believes it is in the best interest of the City and its inhabitants to offer the Real Estate for sale in accordance with I.C. 36-7-14-22.

NOW THEREFORE, BE IT RESOLVED:

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

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF OCTOBER 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary



Request for Redevelopment Proposals

Downtown Elkhart River District Zone 3: Property South of East Jackson Boulevard

September 15, 2021
Community & Redevelopment Department
City of Elkhart, Indiana

The City of Elkhart invites proposals for the purchase and redevelopment of six parcels along the south side of East Jackson Boulevard in the heart of Elkhart's River District and the Downtown Redevelopment Area.

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1. INTRODUCTION

The purpose of this request for redevelopment proposals (RFP) is to identify and partner with a developer(s) for the redevelopment of six parcels along the south side of East Jackson Boulevard. While the objective is to partner with a single master developer, the Redevelopment Commission reserves the right to select multiple developers, a team of developers, or any combination it determines will result in the most effective implementation of the River District Plan.

These parcels are located in the heart of Elkhart's River District (www.elkhartriverdistrict.com) and are within the Downtown Redevelopment Area in the vicinity of **501-515 E Jackson Boulevard, Elkhart.**

- 20-06-05-283-001.000-012
- 20-06-05-283-004.000-012
- 20-06-05-283-005.000-012
- 20-06-05-283-008.000-012
- 20-06-05-283-013.000-012
- 20-06-05-283-014.000-012

This property contains small commercial buildings that are scheduled to be demolished by the City by March 2022. The selected developer is responsible for the redevelopment of the parcels.

The City expects all occupied buildings to be vacated by March 31, 2022. The City will demolish the existing structures before the properties will be available for redevelopment by successful bidder(s)/developer(s).

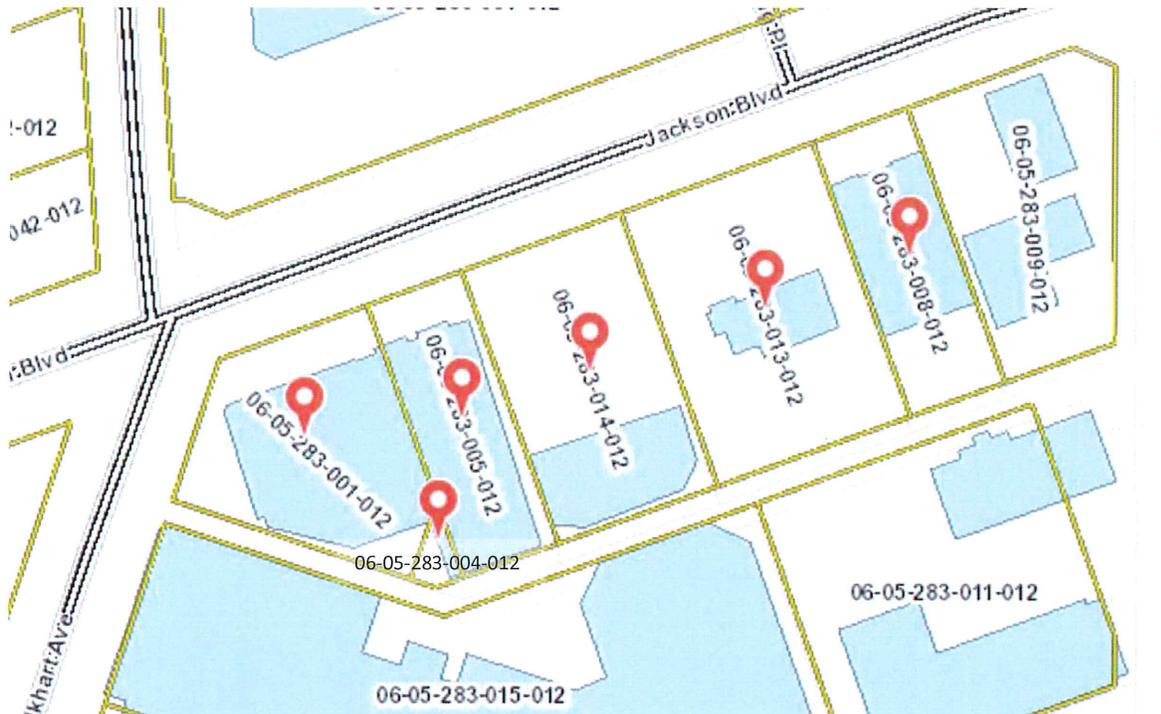
This area is described starting on page 42, with additional details found on page 57, of the Elkhart River District Implementation Plan (Spring 2018). The River District Plan identifies mixed-use buildings, with retail on the first floor and commercial and residential uses on the upper stories.

The City of Elkhart has invested over \$30 million in planning, site acquisition, environmental remediation, infrastructure improvements and amenities to enhance the attractiveness of the River District for private investment. Developers are encouraged to respond to this RFP with project concepts consistent with the River District Plan and at a scale that can be implemented without additional public sector investment.

2. PROPERTY/OFFERING

The property consists of six parcels located on the south side of East Jackson Boulevard. A developer may submit a proposal for any or all of the following properties:

Parcels	Approximate Acres	Offering Price
20-06-05-283-001.000-012, 20-06-05-283-004.000-012,	.25	\$110,000
20-06-05-283-005.000-012	.17	\$75,000
20-06-05-283-014.000-012	.28	\$120,000
20-06-05-283-013.000-012	.35	\$150,000
20-06-05-283-008.000-012	.15	\$70,000
Total: All Combined		\$500,000



The Redevelopment Commission prefers:

1. A mixed-use project including street level retail, with commercial and residential on the upper-stories, which the City feels furthers the goals of the River District Plan.
2. Completion and occupancy within a reasonable period of time to be specified in the development agreement
3. A project that will diversify the City's economic base
4. A project that furthers the execution and goals set forth in the Downtown Redevelopment Plan and River District Plan

5. A project that best serves the interest of the community as to both human and economic value

All parcels are currently zoned Central Business District (CBD). Permitted uses and development requirements can be found in the Elkhart Zoning Ordinance:

<https://www.elkhartindiana.org/departments/index.php?structureid=23>. The selected developer will be responsible for completing any necessary replatting required for the development.

This property is located within Census Tract 29, a designated Opportunity Zone. Opportunity Zones are designed to spur economic development by providing tax benefits to investors in two ways:

- First, investors can defer tax on any prior gains invested in a Qualified Opportunity Fund.
- Second, the investor is eligible for an increase in basis of the QOF investment equal to its fair market value on the date that the QOF investment is sold or exchanged.

These additional benefits could significantly improve the viability of the redevelopment project on this site.

For more information on investing in Opportunity Zones, please contact your investment advisor or visit www.elkhart2040.com or www.cdfifund.gov/Pages/Opportunity-Zones.aspx or <https://www.irs.gov/newsroom/opportunity-zones-frequently-asked-questions>.

3. PROPOSAL

The proposal must be submitted to the City of Elkhart Redevelopment Commission no later than Tuesday, December 14, 2021 at 12:00pm (noon) to the attention of Dayna Bennett, 229 South Second Street, Elkhart, Indiana 46516. The deadline may be extended at the discretion of the Redevelopment Commission. The proposal must include the following information:

3.1. COVER LETTER

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

3.2. COMPANY DESCRIPTION

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

3.3. PROJECT SCOPE

Please include all relevant information including but not limited to the following:

1. Property to be purchased and price offered
2. Development vision and conceptual design plan.
3. Proposed development details including (but not limited to):
 - a. Description of uses (commercial, residential, for-sale, for rent);
 - b. Site plan including landscaping, amenities, building location, etc.;

- c. Building elevations including proposed materials;
 - d. Number of buildings including number of floors and square footage for each building.
- 4. Business plan, including market study and leasing/sales strategy
- 5. Comprehensive development pro forma
- 6. Anticipated Development budget in excel format, which should include:
 - a. Itemized list of hard costs, soft costs and financing costs
 - b. Detailed sources of funds
- 7. List of local improvements requested for the City to provide to support the development plan.
- 8. Project schedule including the start and completion date, as well as timeline for design and construction and any phasing.

4. EVIDENCE OF FINANCING CAPACITY

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

5. CONTINGENCIES

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

6. SUBMISSION FORMAT

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

Submission should be sent to:

City of Elkhart Redevelopment Commission
Attention: Dayna Bennett
229 South Second Street
Elkhart, IN 46516
Dayna.Bennett@coei.org

7. EVALUATION CRITERIA

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

7.1. PROPOSAL

- Completeness of the proposal
- Quality of the design
- Quality of the redevelopment concept and conformity with the goals, objectives, requirements and parameters of the River District Plan, including the desired use and design guidelines.

7.2. TEAM

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

7.3. ADDITIONAL CONSIDERATIONS

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

- Achieving the City's policy goals, as outlined in the River District Plans
- Maximizing the long-term value to the City through increased tax revenues and economic input
- Maximizing community benefits (e.g. inclusive approach to housing, cultural and neighborhood-serving amenities)
- Ability to secure all financing and complete the property closing within six months of proposal acceptance by the Redevelopment Commission
- Local public improvements and other incentives requested by the developer and the costs thereof
- Ability to start within a reasonable time period to be specified in the development agreement

8. PROPOSAL SELECTION PROCESS

Step 1: Submit complete redevelopment proposal by Tuesday, December 14, 2021 at 12:00pm (noon).

Step 2: Commission opens all proposals at the same time that are submitted and developer may if desired appear at the meeting to present proposal to the Redevelopment Commission at the regularly scheduled Redevelopment Commission meeting on Tuesday, December 14, 2021 at 4:00 pm.

Step 3: Reviewed by staff, potential review committee, and the Redevelopment Commission by Tuesday, January 11, 2022 at 4:00 pm.

Step 4: The Commission will consider the proposals and use its best efforts to take one of the following actions within 30 days:

- Reject the proposal
- Accept the proposal
- Request additional information prior to acceptance/rejection

Step 5: Commission will request staff to negotiate a development agreement.

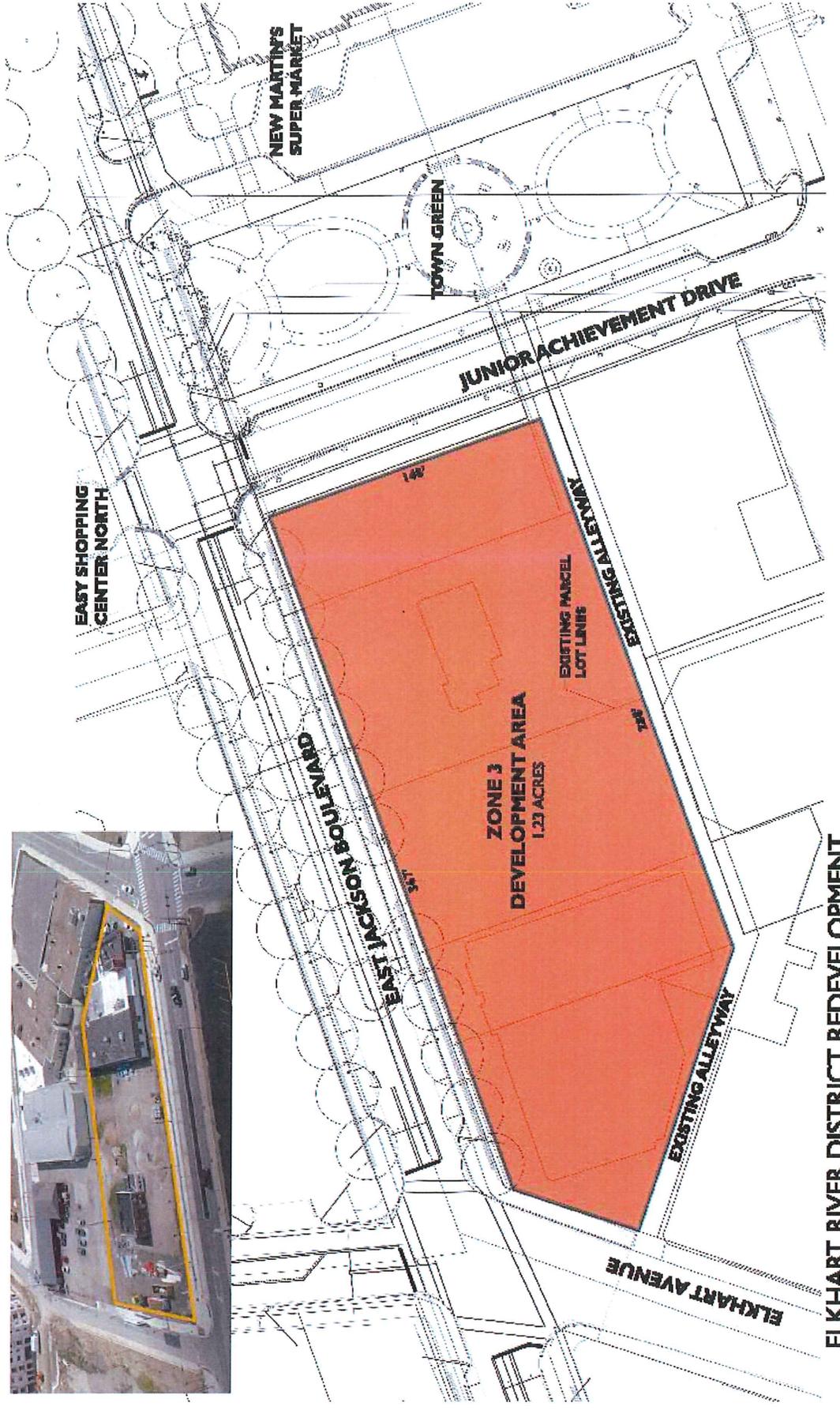
Step 6: Staff and developer negotiate development agreement terms.

Step 7: Development Agreement will be considered for approval by Redevelopment Commission.

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

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

9. MAP



ELKHART RIVER DISTRICT REDEVELOPMENT
ZONE 3 DEVELOPMENT AREA
JULY 2020
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10. OVERVIEW OF RIVER DISTRICT AND ELKHART DOWNTOWN PROJECTS

Public investments – www.elkhartriverdistrict.com

Public investment in support of The River District exceeds \$30,000,000 and includes the following projects:

- East Jackson signature streetscape
- Elkhart Avenue, Junior Achievement Drive and Lexington Avenue streetscapes
- Goshen Avenue and East Jackson Boulevard intersection improvements
- Public parking strategy
- Expansion of the RiverWalk
- Town Green
- Lundquist Park enhancements
- River access nodes
- Elkhart River Dam removal project
- Marion Street parking deck and streetscape improvements
- Civic Plaza and Central Park redevelopment plan www.elkhartcivicplaza.com
- Investment-ready development sites zoned or being rezoned as Central Business District (CBD)
- Enhanced CBD architectural standards supporting new mixed-use urbanization

Surrounding Private Investments

Lex 530 Metropolitan Event Center - www.lex530.com

Owner of this building renovated commercial space into a premier event center within the River District. LEX 530 is a new, modern urban event center on the east side of the Elkhart river in downtown Elkhart, Indiana. LEX 530 is a beautifully designed space with eight large windows and 18-foot barreled ceilings. LEX 530 can accommodate intimate parties for as few as 30 friends in our private dining area or larger affairs for as many as 250. Corporate events, not for profit galas or private parties are all perfectly suited for our metropolitan event center.

- Opened in the fall of 2018, 530 East Lexington Avenue supports the revitalization of the River District and creates opportunities for our community to celebrate its milestones and major events our downtown.
- Total Project Cost: \$1,437,000

Elkhart Health and Aquatics – www.elkhartcenter.com

This partnership between The Community Foundation of Elkhart, Beacon Health System, Elkhart Community Schools and The City of Elkhart expands the Downtown Elkhart redevelopment effort to achieve future population growth in our area by attracting urban-seeking Millennial, Gen Z youth, and seniors to our community.

- Opened July 2019

- 170,000 square foot facility includes: a state-of-the-art Beacon Health & Fitness focused on wellness and medical solutions; a first-class regional aquatics center available to the public and will support Elkhart high school programs and regional competitive events; and community gathering spaces with flexible meeting space and gymnasium
- Total project cost: \$70,000,000

Total estimated economic impact:

- Total economic impact: \$4,720,000/year
- Event weekends: 20-21 weekends/year
- Direct spend: \$2,950,000/year
- Attendees: 35,800/year
- Hotel room nights: 16,350/year
- 7-8 full-time jobs
- 100-125 part-time jobs

Stonewater at the RiverWalk - www.stonewaterapts.com

Stonewater at The Riverwalk consists of 200 luxury market rate apartments, six townhomes and over 7,000 square feet of retail. Comprised of studios, one and two bedroom apartment homes, the project will boast the finest amenities in the Elkhart market. The development, at 237,337 square feet, is on the site of the former Elkhart Foundry.

- The project opened in fall 2019
- All units are leased up with a waiting list (as of June 2021)
- Total investment approximately \$35,500,000

Community amenities include:

- Courtyard featuring fire pits, bar, lounge areas, grilling station and saltwater pool with large wet deck
- Coffee lounge
- Conference room
- Fireplace lounge
- Pet wash
- Community demonstration kitchen
- Bike repair and storage
- Gaming and study lounge
- 24-hour fitness center
- Guest suite
- Concierge services

Apartment amenities include:

- Granite kitchen countertops
- Cultured marble vanity tops with integral sinks
- Tile backsplashes in kitchen
- Stainless steel appliances
- Washer and dryer
- Undermount faucets and sinks
- LED lighting in entries, kitchen, bathrooms and closets

Hotel Elkhart – www.hotelelkhart.com

Is a restoration of the Hotel Elkhart building into an estimated 93-room boutique hotel with a brewpub and retail/commercial space on the first floor, offices on the second floor, and a renovated ballroom on the ninth floor. Additionally, there will be a Marion Street lobby entrance.

- Opens for business in September 2021
- Estimated 25,000 overnight guests/year
- Total estimated investment: \$14,500,000

Hotel amenities include:

- Synergy with aquatic center
- Utilize an existing parking garage
- National hospitality brand
- Serves leisure and corporate travelers
- Conference and meeting space
- Rooftop deck
- New canopy providing covered walkway to building
- New lobby entrance located on Marion Street

River Point West - www.greatlakescapital.com

River Point West is a mixed-used neighborhood center that transforms the existing Easy Shopping Center South into a vibrant eastern gateway for downtown Elkhart and the historic market district. As the lead development partner, Great Lakes Capital has repurposed the site with Martin's grocery anchoring the retail component complimented by residential units that connect Jackson to the Elkhart River. This spurs growth in the central River District and regenerates the whole Downtown Elkhart community with new retail and housing options.

- Over 170 residential housing units
- New Martin's supermarket with Side Door Deli
- Construction started summer 2019 and will be complete no later than December 31, 2022.
- All open units are leased up with a waiting list for new units to open (as of June 2021)
- Total investment: \$34,000,000

Zone 1 Mixed-use Development

This high-quality mixed-use development includes office space, restaurant and residential townhomes to underscore the potential in Elkhart, bringing key businesses, influencers, and opportunities for exciting new spaces in this extension of downtown Elkhart.

- Nearly 40 new residences
- Up to 100,000 square feet of new mixed-use commercial and retail space
- Initial commercial space opens by spring 2022
- Total investment: up to \$20,000,000

SEE PAGE 2 FOR RECAP

Carnine

Parcel	Acres	Rate	Indicated Value	Rounded
20-06-05-283-001.000-012	0.24	\$270,000	\$64,800	\$65,000
20-06-05-283-004.000-012	0.01	\$50,000	\$500	\$500
20-06-05-283-005.000-012	0.17	\$300,000	\$51,000	\$50,000
20-06-05-283-014.000-012	0.28	\$270,000	\$75,600	\$75,000
20-06-05-283-013.000-012	0.35	\$250,000	\$87,500	\$90,000
20-06-05-283-008.000-012	0.15	\$300,000	\$45,000	\$45,000
			\$324,400	\$325,500

Grove

Tax Parcel #	Size	SF	Land Val.	Demo	B4 Demo
06-05-283-001	0.244949				
06-05-283-004	0.001561				
06-05-283-005	0.166437	17,988	\$241,399	\$(111,800)	\$129,600
06-05-283-008	0.150000	6,534	\$87,686		\$87,700
06-05-283-013	0.349518	15,225	\$204,320	\$(14,800)	\$189,500
06-05-283-014	0.280000	12,197	\$163,681		\$163,680
Total	1.192465	51,944	\$697,085		\$570,480
			R\$697,000		R\$570,400

Property Appraisals

Parcel	Acres	Carmine	Grove	Average
20-06-05-283-001,000-012,	0.25	\$ 70,000	\$ 146,800	\$ 108,400
20-06-05-283-004,000-012,				
20-06-05-283-005,000-012	0.17	\$ 51,000	\$ 97,300	\$ 74,150
20-06-05-283-014,000-012	0.28	\$ 75,600	\$ 163,681	\$ 119,641
20-06-05-283-013,000-012	0.35	\$ 90,000	\$ 204,320	\$ 147,160
20-06-05-283-008,000-012	0.15	\$ 45,000	\$ 87,700	\$ 66,350
TOTAL		\$ 331,600	\$ 699,801	\$ 515,701



Warrick & Boyn, LLP
 861 Parkway Avenue
 Elkhart, Indiana 46516
 Telephone 574-294-7491
 Fax 574-294-7284

thefirm@warrickandboyn.com

www.warrickandboyn.com

Taxpayer I.D. 35-1036189

Elkhart Redevelopment Commission
 ATTN: Kacey Jackson
 229 S. Second Street
 Elkhart IN 46516

Page: 1
 September 30, 2021
 Account No: 26399-000M
 Statement No: 165935

Attn: Kacey Jackson

Re: General Services

Payments received after 09/30/2021 are not included on this statement.

Previous Balance \$30,693.68

Fees

		Hours	
09/01/2021	GDB E-mails with Crystal re: 2015 refunding bonds and extended Downtown TIF expiration date. Review file and research re: DOWNTOWN TIF	1.40	399.00
	GDB Review file re: status of original appropriation of funds for Ice VRP bills. E-mail LaShawn re: whether any money is left to cover bill re: ICE MILLER/G & W	0.60	171.00
	GDB E-mails with Dayna re: providing final boundaries for each Development (TIF) Area and list applicable files. E-mail LaShawn for Resolution number re: ALL TIFs	0.70	199.50
	GDB E-mail LaShawn for copies of bond resolutions of Commissioners and Council for 2015 bond re: DOWNTOWN TIF	0.30	85.50
09/02/2021	GDB Review e-mails with County re: 2/1/35 expiration date. Update Sandy re: DOWNTOWN TIF	0.30	85.50
	GDB Review Access Agreement. Draft Resolution approving same and e-mail for packet re: 700 W. BEARDSLEY	0.60	171.00
	GDB Review and revise latest draft of manual. E-mails with Crystal re: same re: COMMISSIONERS' TRAINING MANUAL	0.80	228.00
	GDB Review files and copy current Development Area Boundary Descriptions for Dayna re: ALL TIFs	3.30	940.50
	GDB Review B. Huber's e-mail re: extension of stay and contract person for testing. Respond re: ICE MILLER/LA BOUR	0.30	85.50
09/03/2021	GDB Review Macog presentation on environmental condition - possible re-users re: 1101 E. BEARDSLEY	0.70	199.50

Re: General Services

			Hours	
	GDB	Update "To Do List" and circulate	0.80	228.00
	GDB	Revise Resolution draft re: increasing cap. E-mail for packet re: RENTAL REHABILITATIONS	0.30	85.50
09/07/2021	CTP	Email G. Conrad and K. Jackson re: water/sewer fees. Draft deed re: 5th and Franklin re: HABITAT	0.80	204.00
	GDB	E-mail Adam re: status of per lot appraisals and if RFP will be on September agenda. Draft Resolution approving RFP. Draft Public Notice of Offering. E-mail to LaShawn, et al. for packets. Review appraisal of I. Grove re: ZONE 3	1.10	313.50
	GDB	Review VRIP Report and additional testing needed re: STAR TIRE/EXECUTIVE CLEANERS	0.40	114.00
	GDB	Review title commitment. Check on status of sending Commission's Resolution to Meridian re: FULLER/HABITAT	0.30	85.50
09/08/2021	CTP	Teleconf with J. Hughey re: closing. Emails with G. Conrad re: Habitat for Humanity purchase	0.80	204.00
	GDB	Review and respond to T. Irwin's e-mail re: Title VI language for every City contract	0.40	114.00
	GDB	Review Agenda and respond to LaShawn	0.30	85.50
	GDB	E-mail M. Nelson re: payment of billing provision - A. Mack contract re: 1101 E. BEARDSLEY	0.20	57.00
	GDB	Review Laura's memo and e-mail re: forgivable facade loan. Draft and e-mail Resolution for packet. E-mail Laura for title and legal description. Pull FAÇADE loan forms re: 122 W. LEXINGTON	0.80	228.00
	GDB	Conference re: title insurer issue on waiting till ultimate purchase of Franklin Street real estate re: HABITAT	0.30	85.50
	GDB	E-mails with Laura and e-mail Meridian for updated title report re: 122 W. LEXINGTON	0.40	114.00
09/09/2021	GDB	E-mail new title information to Laura to confirm property involved. Review title report and e-mail Laura re: two existing mortgages re: 122 W. LEXINGTON	0.60	171.00
	GDB	E-mails with Shelly re: preparation of updated RFP draft and offering price provisions re: RFP 3	0.30	85.50
	GDB	Review September Agenda and packet. Review, revise and e-mail August minutes. Review Rental Rehabilitation requirements. Prepare for pre-agenda meeting	1.30	370.50
	GDB	Review Title VI contract form and form on web-site. E-mail Tory and J. Espar to consider and clarify when to use	0.40	114.00
09/10/2021	CTP	Attend pre-agenda meeting	1.00	255.00

Re: General Services

		Hours		
	GDB	Attend Pre-Agenda Meeting. Conference with Adam, Kacey and Chaise re: existing Development and TIF Areas and use of non-designated funds. Revise NorthPointe-Emerson Design Resolution	2.30	655.50
	GDB	E-mail M. Nelson re: provisions of concern in expert Employment Agreement re: NLG/1101 E. BEARDSLEY	0.40	114.00
09/13/2021	CTP	Teleconf with J. Hughey re: closing Habitat for Humanity purchase	0.30	76.50
	GDB	Conference re: whether Development Agreement commits City to expand Area 3 re: EXPANSION OF AREA 3 - GLC/MARTIN'S PROJECT	0.30	85.50
	GDB	Review revised RFP and e-mail comments to all. Review appraisal and prepare offering prices re: ZONE 3 RFP	2.30	655.50
	GDB	Review Agenda and consider three past due accounts on loans re: AURORA CAPITAL	0.30	85.50
	GDB	Review Agenda and Resolutions	0.30	85.50
09/14/2021	CTP	Attend Commission meeting	1.00	255.00
	GDB	Draft FAÇADE Loan Agreement, Note and Mortgage re: PSE DESIGNS	0.60	171.00
	GDB	E-mails with Sandy re: when to adopt Declaratory Resolution to expand allocation Area 3 re: EXPANSION OF AREA 3 re: GLC/MARTIN'S	0.30	85.50
	GDB	Attend Aurora and Redevelopment meetings	2.00	570.00
	CTP	Attend ACDC meeting	0.30	76.50
09/15/2021	GDB	Finalize and deliver Seller documents to Meridian re: 411 S. 5TH and 501-505 W. FRANKLIN re: HABITAT	0.60	171.00
	GDB	Review and revise final drafts and e-mail to Laura re: PSE DESIGNS	0.60	171.00
	GDB	Update Resolution and Notice for Offering for October meeting re: ZONE 3 RFP	0.30	85.50
	GDB	Update A. Mack Employment Resolution as expert and forward for October packet re: 1101 E. BEARDSLEY	0.30	85.50
	GDB	Review latest RFP draft and respond. Review Shelly update and respond re: ZONE 3 RFP	1.00	285.00
	GDB	E-mail B. Huber copies of adopted Resolutions and follow-up on September meeting "To Do" items	0.30	85.50
09/16/2021	GDB	Locate and e-mail copy of Aurora loan programs to Board re: potential loan for realty acquisition re: AURORA re: SIMS	0.30	85.50
09/20/2021	CTP	Email K. Jones re: allocation area 3 expansion legal descriptions re: GLC/MARTIN'S PROJECT	0.30	76.50
	GDB	Review Brief in Opposition to Motion for Summary Judgment re: ICE/G & W	1.50	427.50

Re: General Services

		Hours		
	GDB	Review EnviroForensics' bill through August. Request confirming the work was part of the additional services approved 08/10/21. Review and forward EFI response re: G & W	0.60	171.00
	GDB	Teleconf with Chamber re: need to provide insurance agent copy of Term Loan Agreement requiring insurance coverage on mortgaged real estate re: AURORA	0.10	28.50
09/22/2021	CTP	Conference with K. Jackson and L. Miller re: 209 N. Second Street	1.40	357.00
	GDB	Review Sandy's e-mail re: boundaries. E-mail LaShawn re: searching for Resolution on expansion. Review old and current guidelines and update Commission, et al. re: AURORA	1.00	285.00
09/23/2021	CTP	Teleconf with J. Barnes with JPR re: legal descriptions for Allocation Area 3. Teleconf with Auditor's office re: same. Email T. Berry re: discussion of Allocation Area 3	0.80	204.00
	GDB	Respond to Sandy and Chamber re: timetable for Sims request re: AURORA re: SIMS	0.30	85.50
	GDB	Review August billing for Plews additional mediation work re: ICE/LA BOUR	0.10	28.50
	GDB	Review B. Huber's e-mail re: Stay pending ruling on dismissal motions re: 1101 E. BEARDSLEY	0.20	57.00
09/24/2021	CTP	Revise Declaratory Resolution Amending Downtown Area 3 re: GLC/MARTIN'S PROJECT	0.50	127.50
	CTP	Review Landlord Estoppel Form re: Pizza Hut lease	0.50	127.50
	GDB	Conference re: descriptions to add to Declaratory Resolution and setting up teleconf with Crowe re: AREA 3 EXPANSION re: GLC/MARTIN'S PROJECT	0.30	85.50
	GDB	E-mail to A. Goll requesting legal description. Review loan terms re: AURORA re: SIMS	0.20	57.00
	GDB	Draft and send Resolution for August mediator invoice re: ICE/LA BOUR	0.60	171.00
	GDB	Review Declaratory Resolution for packet amending Area 3 boundary re: EXPANSION AREA 3 re: GLC/MARTIN'S PROJECT	0.60	171.00
09/27/2021	GDB	Respond to Board members re: loan proposal and Aurora's legal status. E-mail LaShawn to provide current available funds for new loan requests. Respond to all re: Sandy's questions re: AURORA re: SIMS	0.70	199.50
	GDB	Respond to Dayna re: Commission's ability and procedures to acquire real estate by negotiation and City's powers under 32-24-1 re: PIERRE MORAN	1.50	427.50
	GDB	Review Alex's e-mail re: cap and confirm real		

Re: General Services

		Hours	
	estate must be within City re: AURORA re: SIMS	0.20	57.00
GDB	Review Application to Approve Huron Street Minor Subdivision and respond re: Agenda re: HURON STREET/LA CASA	0.30	85.50
09/28/2021	GDB Research re: options for acquiring real estate and public purpose. E-mail Dayna re: PIERRE MORAN	1.30	370.50
	GDB Review B. Huber's e-mail and Court Order e: Motion to Correct Error re: ICE MILLER/ELKHART FOUNDRY	0.30	85.50
	GDB E-mail Adam re: whether a filing fee is required re: HURON STREET/LA CASA	0.10	28.50
09/29/2021	GDB Teleconf with Adam F. re: proposal to remove trees next to apartment complex and replace re: YORK WOODS TREES	0.30	85.50
09/30/2021	CTP Teleconf with T. Berry re: Allocation Area 3. Email commissioners re: same	1.10	280.50
	CTP Teleconf with D. Browning re: eviction at 209 N Second. Email L. Miller re: same	0.40	102.00
	GDB Draft Access Agreement and e-mail Adam and LaShawn for packet re: YORK WOODS TREES	0.40	114.00
	GDB Teleconf with Crowe re: short-fall to pay Loan 1, and need to expand Allocation Area. Draft Resolution approving Crowe's contract and e-mail for packet with explanation of process re: ALLOCATION AREA 3 re: GLC/MARTIN'S PROJECT	1.30	370.50
	For Current Services Rendered	50.60	14,031.00

Expenses

09/15/2021	Payment to Meridian Title re: updated title search for 122 W. LEXINGTON AVENUE, ELKHART, IN	200.00
	Total Expenses	200.00

Advances

09/08/2021	Online legal research - August services	87.13
	Total Advances	87.13

Total Current Work 14,318.13

Payments

09/10/2021	Fee Payment - Check No. 283157	-11,905.50
09/10/2021	Expense Payment - Check No. 283157	-27.20
09/10/2021	Advance Payment - Check No. 283157	-131.07
	Total Payments	-12,063.77
	Balance Due	<u>\$32,948.04</u>

Elkhart Redevelopment Commission

Page: 6
September 30, 2021
Account No: 26399-000M
Statement No: 165935

Re: General Services

Aged Due Amounts					
<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
32,948.04	0.00	0.00	0.00	0.00	0.00
Please Remit					<u>\$32,948.04</u>

A finance charge of 18% per annum, or the highest rate permitted by law, whichever is less, will be assessed on all accounts past due 30 days.



Warrick & Boyn, LLP
861 Parkway Avenue
Elkhart, Indiana 46516
Telephone 574-294-7491
Fax 574-294-7284

thefirm@warrickandboyn.com

www.warrickandboyn.com

Taxpayer I.D. 35-1036189

Elkhart Redevelopment Commission
ATTN: George Byers
229 S. Second Street
Elkhart IN 46516

Attn: Kacey Jackson

Re: Public Safety Building

Page: 1
September 30, 2021
Account No: 26399-036M
Statement No: 165936

Payments received after 09/30/2021 are not included on this statement.

Fees

09/29/2021	GDB	E-mails with Tory Irwin re: Redevelopment acquiring the real estate and the process to add real estate to Acquisition List, etc.	
09/30/2021	GDB	Review Downtown Acquisition List and Plan and respond to Tory, Bradley, et al.	
		For Current Services Rendered	655.50
		Total Current Work	655.50
		Balance Due	<u>\$655.50</u>
		Your account is 180 days past due.	
		Please Remit	<u>\$655.50</u>

A finance charge of 18% per annum, or the highest rate permitted by law, whichever is less, will be assessed on all accounts past due 30 days.



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Taxpayer I.D. 35-1036189

Elkhart Redevelopment Commission
ATTN: Kacey Jackson
229 S. Second Street
Elkhart IN 46516

Page: 1
September 30, 2021
Account No: 26399M

Attn: Kacey Jackson

Payments received after 09/30/2021 are not included on this statement.

	Balance
26399-000 Re: General Services	\$32,948.04
26399-036 Re: Public Safety Building	\$655.50
	<u>\$33,603.54</u>

A finance charge of 18% per annum, or the highest rate permitted by law, whichever is less, will be assessed on all accounts past due 30 days.

ELKHART CITY BOARD OF ZONING APPEALS

PUBLIC HEARING...CASE #21-X-09.

IT IS YOUR CHOICE WHETHER OR NOT YOU WANT TO VOICE AN OPINION ON THE FOLLOWING MATTER.

The ELKHART CITY BOARD OF ZONING APPEALS will hold a public hearing at **6:00 P.M. ON THURSDAY, OCTOBER 14, 2021**, concerning a **Special Exception** request filed by: Lexington Business Centre Inc.

THIS MEETING WILL BE HELD ELECTRONICALLY VIA WEBEX.

To join, go to <http://coei.webex.com>, enter **157 230 2962** as the meeting number and **"BZA2021"** as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to jennifer.drlich@coei.org prior to the meeting.

Request: A Special Exception as per Section 15.3, Special Exception Uses in the CBD District, to allow for the establishment of a private park and recreation facility.

Location: Vacant Lot Jr Achievement Drive

Zoning: CBD, Central Business District

You may telephone the ELKHART, CITY BOARD OF ZONING APPEALS at 574-294-5471, extension 1083, for further information. You may appear before the BOARD to present your views on this matter at this public hearing. Comments and questions may be submitted via the WebEx app during the meeting, by phone, or by returning the questionnaire below.

Please complete the questionnaire below, detach it, and return it to the address indicated as soon as possible. If you are a renter, please be sure the owner receives this notice promptly.

CASE #21-X-09

TO: BOARD OF ZONING APPEALS
City of Elkhart Municipal Building
229 South Second Street
Elkhart, IN 46516
Phone (574) 294-5471 x 1083
Fax (574) 295-7501

___ I'M IN FAVOR.

___ I'M NOT IN FAVOR of the appeal described above.

My property, which is near the petitioner's site, is located at:

Name: _____

Address: _____

Reasons for opposing or approving this appeal may be listed on the reverse side if desired.

PLEASE NOTE: This notice has been sent to owners within a 300' radius of subjects' property. If you are aware of any property owner within the stated area who has not received this notice, please notify us at the above telephone number. A legal notice has also been published in THE TRUTH ten days prior to this public hearing.

ELKHART CITY BOARD OF ZONING APPEALS

PUBLIC HEARING...CASE #21-UV-21.
IT IS YOUR CHOICE WHETHER OR NOT YOU WANT TO VOICE AN OPINION ON THE
FOLLOWING MATTER.

The ELKHART CITY BOARD OF ZONING APPEALS will hold a public hearing at **6:00 P.M. ON THURSDAY, OCTOBER 14, 2021**, concerning a **Use Variance** request filed by: Ethos Science Center.

THIS MEETING WILL BE HELD ELECTRONICALLY VIA WEBEX.

To join, go to <http://coei.webex.com>, enter **157 230 2962** as the meeting number and **“BZA2021”** as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to jennifer.drlich@coei.org prior to the meeting.

Request: To vary from Section 19.2, Permitted Uses in the M-2 General Manufacturing District to allow for an educational space which would include interactive storefronts for students.

Location: 1025 N Michigan Street

Zoning: M-2 General Manufacturing District

You may telephone the ELKHART, CITY BOARD OF ZONING APPEALS at 574-294-5471, extension 1083, for further information. You may appear before the BOARD to present your views on this matter at this public hearing. Comments and questions may be submitted via the WebEx app during the meeting, by phone, or by returning the questionnaire below.

Please complete the questionnaire below, detach it, and return it to the address indicated as soon as possible. If you are a renter, please be sure the owner receives this notice promptly.

CASE #21-UV-21

TO: BOARD OF ZONING APPEALS
City of Elkhart Municipal Building
229 South Second Street
Elkhart, IN 46516
Phone (574) 294-5471 x 1083
Fax (574) 295-7501

___ I'M IN FAVOR.

___ I'M NOT IN FAVOR of the appeal described above.

My property, which is near the petitioner's site, is located at:

Name: _____

Address: _____

Reasons for opposing or approving this appeal may be listed on the reverse side if desired.

PLEASE NOTE: This notice has been sent to owners within a 300' radius of subjects' property. If you are aware of any property owner within the stated area who has not received this notice, please notify us at the above telephone number. A legal notice has also been published in THE TRUTH ten days prior to this public hearing.