City of Elkhart
Redevelopment Commission

AMENDED AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY FEBRUARY 8, 2022 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=m96ad3e60477d0b9be8e5ac74e8f8693d enter 2307 917 6527 as the event number and "RDC2" as the event password.
To join by phone, call 1-415-655-0001, enter 2307 917 6527##
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) January 11, 2022

3. **New Business**
   A. APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ARP CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FOR THE WORKFORCE HOUSING INITIATIVE AND ELKHART WEST BUSINESS PARK INITIATIVE PROGRAMS
   B. APPROVING 511 DIVISION SITE CONTROL
   C. APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ALLOCATION AREA NO. 1 FUNDS FOR ARTWALK 2022
   D. APPROVING ICE MILLER BILLING FOR 1101 E. BEARDSLEY SERVICES
   E. 1313 PRAIRIE STREET PROPOSAL FOR PURCHASE
   F. APPROVING THE SUBORDINATION AND RECOGNITION AGREEMENT PERTAINING TO THE REFINANCING OF THE FLAHERTY AND COLLINS STONEWATER PROJECT

4. **Staff Updates**

5. **Other Business**
   a) Approval of Invoice – Warrick & Boyn
   b) Elkhart City Board of Zoning Appeals Public Hearings
   c) TIF Summary

7. **Public Comment**

8. **Adjournment**

REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday January 11, 2022
4:00 p.m.

PRESENT IN-PERSON: SANDI SCHREIBER, ALEX HOLTZ, GERRY ROBERTS, WES STEFFEN, DORISANNE NIELSEN, GARY BOYN and DINA HARRIS
ADAM FANN, KRISTEN SMOLE, DAYNA BENNETT, ERIC TROTTER, LASHAWN BROOKS (RECORDING SECRETARY)

PRESENT BY WEBEX: CHRIS POTTRATZ, DAVID WEAVER, LAURA MILLER, ARVIS DAWSON

CALL TO ORDER

This meeting was held in-person, telephonically, and virtually through WEBEX. Due to the nature of the meeting. The meeting was called to order at 4:05 p.m. by Mrs. Schreiber, President.

Minutes from November 9, 2021 and December 114, 2021 Redevelopment was motioned for approval by Mr. Steffen and second by Mr. Roberts. Voice vote carried with all in favor and non-opposed. Minutes approved

Mayor sworn in Dina Harris as new member to the Redevelopment Commission.

NEW BUSINESS

A. **ELECTION OF OFFICERS:** Mr. Steffen nominated Mr. Alex Holtz as the Secretary for Redevelopment Commission and Mr. Holtz accepted. Voice vote carried with all in favor and non-opposed.
Mr. Holtz nominated Mr. Wes Steffen as Vice President of Redevelopment Commission and Mr. Steffen accepted. Voice vote carried with all in favor and non-opposed.
Mr. Steffen nominated Mrs. Sandra Schreiber as the President for Redevelopment Commission and Mrs. Schreiber accepted. Voice vote carried with all in favor and non-opposed.

B. **APPROVING PURCHASE AGREEMENTS FOR FEMA FLOOD DAMAGED PROPERTIES AND APPROPRIATING FUNDS-173 N. 6TH STREET-** Mr. Fann stated this is the last of our acquisitions in the FEMA flood buyout program. He stated the appropriations are for $30k and not to exceed $33k; to include the purchase of the building as well as any closing costs. A motion was made by Mr. Roberts and second by Mr. Steffen approving the resolution of purchase agreement for FEMA flood damage properties and appropriating funds.
Mr. Boyn stated the purchase price is $22k and we are appropriating $5500.00 from the CDBG funds to apply to the purchase price and $30k from the CDBG special funds to pay closing and related acquisition and demolition costs, with any excess funds to be returned to appropriate account. Total of $35,500.00._Mrs. Nielsen stated we had an organization called the Archive Association of River Neighborhoods. She stated the first thing they did was to vote to never call it the "hole" and they discovered that if we took down houses on 6th and 3rd they could not be rebuilt if that a flood plain. She asked if any idea what they think they are going to do with area?
Mr. Fann stated that the area within the River Vista Neighborhood did a River Vista Plan in 2012 or 2014 and that area was slated for green space. Mrs. Nielsen stated her wishes for a golf-course.
Mr. Trotter stated for clarity that these 6 homes that were selected as a part of this FEMA grant, where a result of the floods in 2018. He stated we were awarded this grant with help because we had to have some matching funds and it helped that the City had gone through the trouble and the effort of working on a plan. He stated we were looking into the future about what to do with that particular riverbed neighborhood because it is a flood way and we were not going to support any new redevelopment in that area. Mr. Trotter stated this particular grant was supported by the plan

that had been previously approved. He stated that entire neighborhood is in the flood way and any new construction would have to be approved by the state, which is very unlikely and we, as the staff, and we, as the city do not support additional development in a flood way because its perpetuates problems down. So the goal is to eliminate these structures to provide a spot for the water to overflow it and to do it's naturally.

Voice vote carried with all in favor; resolution approved

C. **AMENDED RESOLUTION 505-507 WEST HIGH STREET-** Mr. Fann stated this is just a clean-up on his end, last month when I asked for the appropriation, I asked for it out of the Downtown TIF and the property is not within the Downtown TIF. He stated we are moving it to account 294 and just wanted to go on record with the correction.

Mr. Boyn stated we are going on record by adopting this resolution and writing that the money is coming out of 294 and not out of Downtown TIF.

Mr. Roberts made motion to approve the changes to resolution and Mr. Steffen second the motion. Voice vote carried with all in favor and non-opposed. Approved

D. **APPROVING RESOUTION OFFERING 505-507 WEST HIGH STREET FOR SALE-** Mr. Fann stated a memo was provided in your packets for the offering of this parcel. He stated we have had some interest to the adjoining property from the property owner to the west. He stated staff is asking that the Commissioners offer this parcel for $4300. Mr. Boyn stated it's a general advertisement for everybody. Mr. Boyn stated we are approving the offering plus the offering sheet and the public notice form.

Mr. Holtz made a motion to the resolution offering for sale of the properties and Mr. Steffen second. Voice vote carried with all in favor and non-opposed. Approved sale of $4300.

E. **VETTING PROCESS FOR ZONE 2 AND 3-** Ms. Dana Bennett, Director of Development Services for City of Elkhart stated that a first kind of demonstration of vetting process on a project that is going through the newly described vetting process. So each of you have kind of the scoring for those in the comimittee that participated in the vetting process, she stated. Ms. Bennett stated the process went over all of the areas that we discussed aesthetics, quality of the proposal, the financing of the proposal, its responsiveness to the proposal and all of those scoring you have the spreadsheet of including some comments made by the different disciplines who reviewed the proposal. She stated members of Development Services, Public Works, construction expert, banking industry and urban planning to review it. She stated that all of those different disciplines participated in commenting on the proposal that is before you and scored and provided a narrative behind their scoring. She stated everybody saw the proposal as favorable, but did have some concerns that they each raised in different areas. Some of it is about design, financing, environmental and each discipline raised their concerns in what they saw as good about the proposal. Ms. Bennett stated that all we are asking for today is the ability to move forward in the consideration of the proposal pending some further negotiation around some of the issues that were made.

Mr. Roberts made motion to authorize the staff to work with offer to work out details and prepare a development agreement to bring back to the Commission for approval; Mr. Holtz second the motion. Voice vote carried with 1 recused and all others in favor and non-opposed. Approved to move forward.

Mr. Steffen stated he would like it to be on record that he is an adjacent property owner and would recuse himself from any conversations in regards to Zone 2 and 3.

Ms. Bennett stated that the developer, Dave Weaver was on the webex if any questions.

STAFF UPDATES

Mr. Fann provided updates on South Main and its opening for the Winter and some street furniture and lighting will be coming in the Spring. He stated the Mejier project is finalizing design and feedback from the city and land owners. He stated the railroad work on South Main is still on going. He stated they have been going through a lot of the documentation that the railroad companies have provided on their ruling on using their horns. Mr. Fann stated we should be going

to bid on work for County Road to Windsor this year close to Spring and the work for the Wayfinding will be coming to the Commission for an ask to continue that process in land acquisition right-away improvements.

OTHER BUSINESS

Approval of Invoice – Warrick & Boyn (December 2021) totaling $11.007 with a credit due to overpayment in November and remaining balance of credit in the amount of $692.50.

Motion made by Mr. Roberts and second by Mr. Holtz to approve payment of invoice. Mrs. Schreiber asked for any questions or comments from the Commission or public. All were in favor, none opposed. Voice vote carried. Approved.

ADJOURNMENT

There being no further discussion, the meeting was adjourned at 4:28 p.m. Next meeting Tuesday, February 8, 2022 at 4:00 pm. In Council Chambers. Executive Session will be held on Friday February 4, 2022 at 10:30 a.m. "discuss strategy with respect to pending litigation pursuant to IC 5-14-1.5-6(b)(2)(B)

_____

SANDRA SCHREIBER, PRESIDENT

RESOLUTION NO. 22-R-_____

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ARP CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FOR THE WORKFORCE HOUSING INITIATIVE AND ELKHART WEST BUSINESS PARK INITIATIVE PROGRAMS

WHEREAS, the Elkhart Common Council under Ordinance 5881 appropriated $2,790,000 to the Negative Economic Impact Fund from the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds ("ARP Funds") to fund the Workforce Housing Initiatives Program ("WHIP Program") managed by the Elkhart Redevelopment Commission; and

WHEREAS, The Elkhart Common Council under Ordinance 5883 appropriated $900,000 of ARP Funds for deposit to the Negative Economic Impact Fund for the Elkhart West Business Park Expansion Initiative ("EWBP Program") managed by the Elkhart Redevelopment Commission; and

WHEREAS, the Commission is developing plans to facilitate projects to add 1000 additional workforce housing units in the South Central neighborhood and plans for the acquisition and/or rehabilitation of properties and area public improvements in the Elkhart West Business Park (the "Projects"); and

WHEREAS, the Commission desires to appropriate $800,000 to cover the costs associated with the WHIP Program and $900,000 to cover the costs associated with the EWBP Program, which may include, without limitation, appraisals, environmental and asbestos reviews, title examination and title insurance, property and improvement inspections, acquisition costs, demolition and new construction, rehabilitation of existing improvements, realtor fees, legal fees and associated acquisition and redevelopment costs; and

WHEREAS, the Commission believes it will be in the best interest of the citizens of Elkhart and of the existing Development Areas to appropriate these funds to support the work and complete the Projects.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission appropriates the sum of Eight Hundred Thousand Dollars ($800,000.00) from the Negative Economic Impact Fund to help fund the cost of the WHIP Program and Nine Hundred Thousand Dollars ($900,000.00) from the Negative Economic Impact Fund to help fund the cost of the EWBP Program.

2. Any surplus remaining after completion of the Projects shall be credited to the proper fund as provided by law.

Duly adopted by majority vote on the 8th day of February 2022.

ELKHART REDEVELOPMENT COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Alex Holtz, Secretary

Community and Redevelopment

Memo

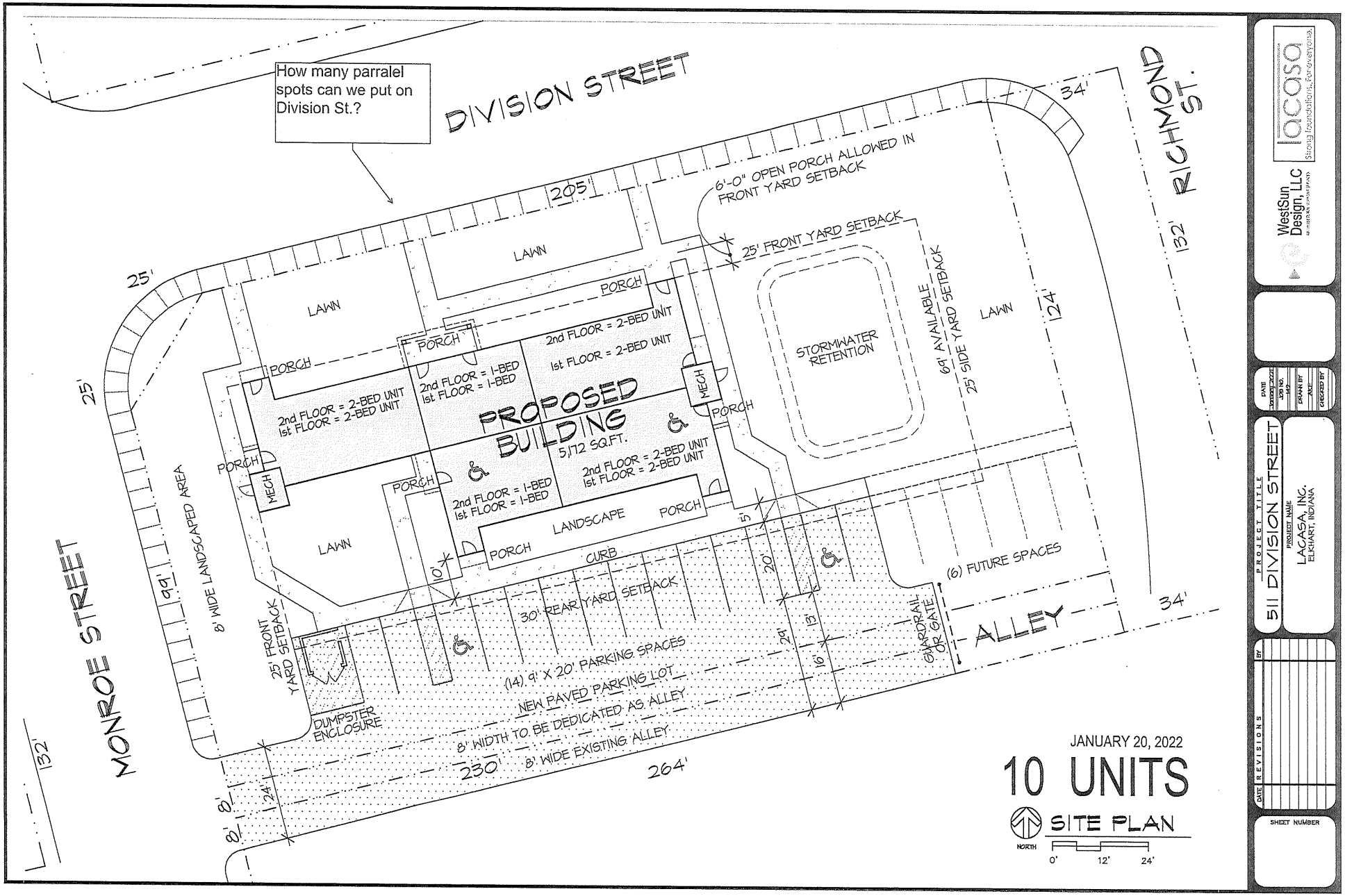
To: Redevelopment Commission Member

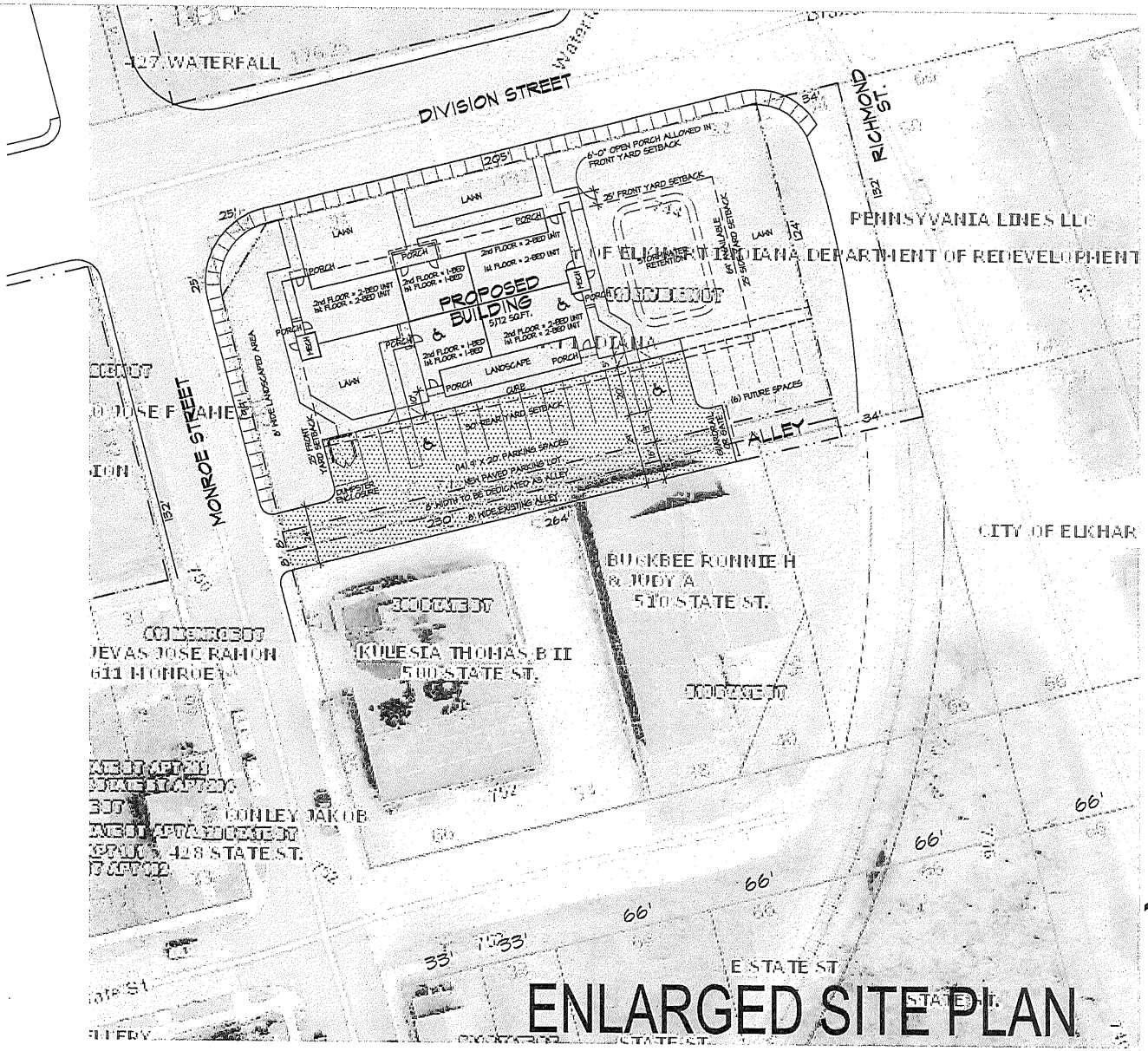
From: Adam Fann

Date: 2/27/22

Re: 511 Division Site Control

Staff has been working with LaCasa on the potential development of the parcel at 511 Division. As with other projects the Commission has participated in with the organization site control is needed for them to obtain certain types of funding. The site was offered for $70,000. Attached is a site plan that staff is working with LaCasa on to finalize.


How many parralel spots can we put on Division St.?
DIVISION STREET
RICHMOND ST.
MONROE STREET
205'
25'
34'
132'
124'
99'
264'
230'
6'-0" OPEN PORCH ALLOWED IN FRONT YARD SETBACK
25' FRONT YARD SETBACK
LAWN
PORCH
2nd FLOOR = 2-BED UNIT
1st FLOOR = 2-BED UNIT
2nd FLOOR = 1-BED
1st FLOOR = 1-BED
PROPOSED BUILDING
5,172 SQ.FT.
MECH
LANDSCAPE
CURB
STORMWATER RETENTION
69' AVAILABLE
25' SIDE YARD SETBACK
(6) FUTURE SPACES
GUARDRAIL OR GATE
ALLEY
30' REAR YARD SETBACK
(14) 9' X 20' PARKING SPACES
NEW PAVED PARKING LOT
8' WIDTH TO BE DEDICATED AS ALLEY
8' WIDE EXISTING ALLEY
8' WIDE LANDSCAPED AREA
25' FRONT YARD SETBACK
DUMPSTER ENCLOSURE
JANUARY 20, 2022
10 UNITS
SITE PLAN
NORTH
0' 12' 24'
WestSun Design, LLC
lacasa
Strong foundations. Fameveryone.
PROJECT TITLE
511 DIVISION STREET
PROJECT NAME
LACASA, INC.
ELKHART, INDIANA
DATE
JOB NO.
DRAWN BY
CHECKED BY
REVISIONS
DATE
BY
SHEET NUMBER



ENLARGED SITE PLAN

JANUARY 20, 2022

10 UNITS

ENLARGED SITE PLAN

NORTH

0' 24' 48'

WestSun Design, LLC

lacasa
Strong foundations. For everyone.

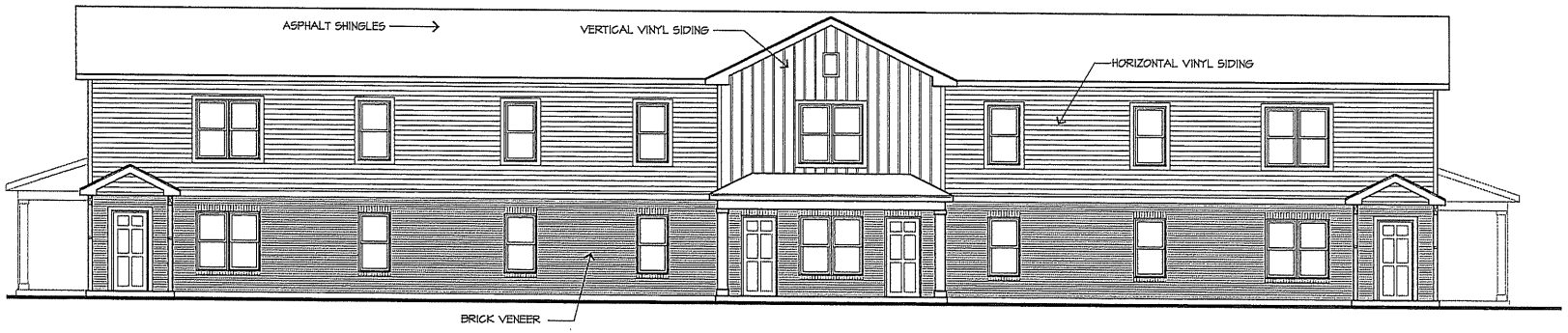
DATE
JOB NO.
DRAWN BY
CHECKED BY

PROJECT TITLE
511 DIVISION STREET

PROJECT NAME
LACASA, INC.
ELKHART, INDIANA

DATE | REVISIONS | BY

SHEET NUMBER



FRONT ELEVATION FROM DIVISION STREET - OPTION A

JANUARY 20, 2022

10 UNITS

WestSun Design, LLC
Strong foundations. For everyone.

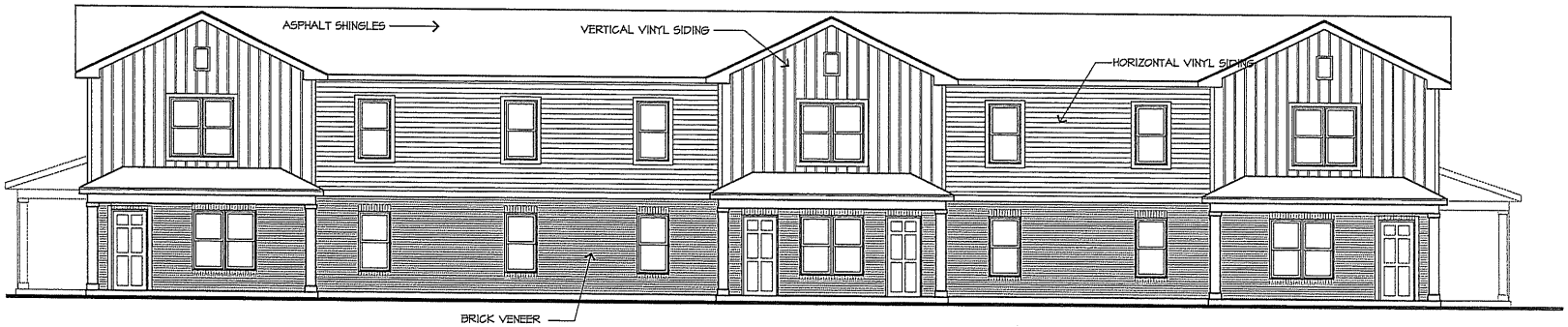
DATE
JOB NO.
DRAWN BY
CHECKED BY

PROJECT TITLE
511 DIVISION STREET

PROJECT NAME
LACASA, INC.
ELKHART, INDIANA

DATE | REVISIONS | BY

SHEET NUMBER



FRONT ELEVATION FROM DIVISION STREET - OPTION B

JANUARY 20, 2022

10 UNITS

WestSun Design, LLC

lacasa
Strong foundations. For everyone.

DATE
January 2022
JOB NO.
1-12
DRAWN BY
AME
CHECKED BY

PROJECT TITLE
511 DIVISION STREET

PROJECT NAME
LACASA, INC.
ELKHART, INDIANA

DATE	REVISIONS	BY

SHEET NUMBER

RESOLUTION NO. 22-R-_____

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ALLOCATION AREA NO.1 FUNDS FOR ARTWALK 2022

WHEREAS, the Artwalk is an important element of its Downtown Redevelopment Plan and the Commission has received a request to provide $28,000 of funding to continue the Artwalk programming through 2022 under the supervision of Premier Arts, Inc, as generally described in the attached request for funding.; and

WHEREAS, the Commission deems it proper and in the best interest of the community and its citizens that Artwalk activities continue and be properly funded.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission hereby appropriates from the Allocation Area No. 1 Special Fund, and authorizes the expenditure of, the sum of $28,000 for the proposed Artwalk 2022 program.
2. Such appropriation shall continue in effect until the completion of the program. Any surplus shall be credited to the proper fund as provided by law.

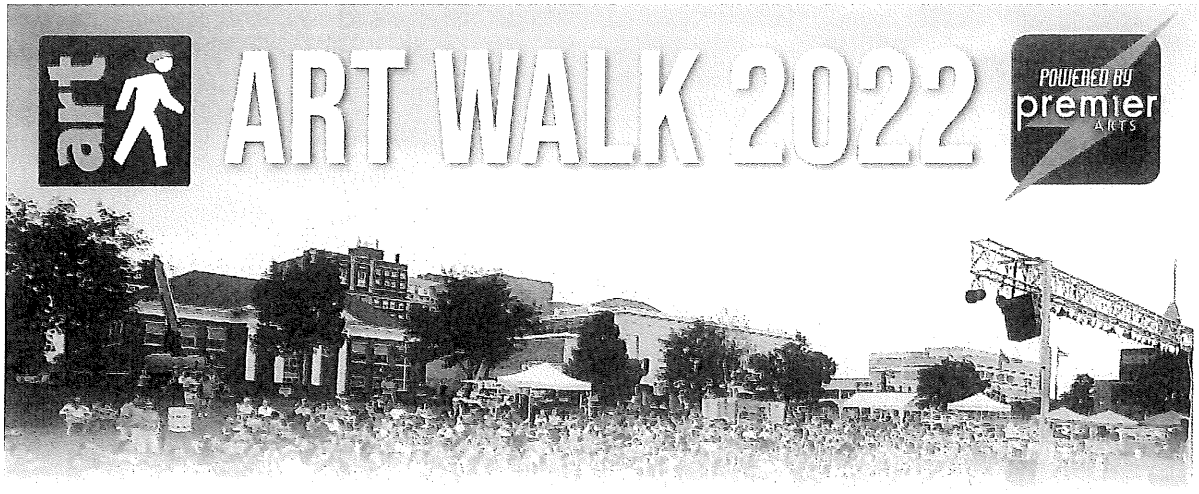
ADOPTED by unanimous vote of the Redevelopment Commission at a public meeting held on the 8th day of February 2022.

ELKHART REDEVELOPMENT COMMISSION

BY_____
Sandra Schreiber, President

ATTEST:

_____
Alex Holtz, Secretary



Premier Arts is excited to continue the legacy of Downtown Elkhart's Art Walk for 2022. Providing an opportunity for the community to gather and enjoy the amenities of our downtown will serve to elevate the perception of our city center.

Art Walk 2022 will take place on the last Thursday of the Month April – October. Each month will have a theme that is laced trough all programming and promotion. In addition, there will be community organizations and or agencies linked to these themes; building awareness and admiration for the exceptional work they do in our community. Let us not forget about the Art. Each month will feature artists spanning all the artistic disciplines: Music, Dance, Theatre and Visual Arts.

APRIL 28 MAY 26 JUNE 30 JULY 28 AUGUST 25 SEPTEMBER 29 OCTOBER 27

Nov is not included because it falls on Thanksgiving Day.

THE PREMIER ARTS ADVANTAGE

Premier Arts has a strong infrastructure of staff, volunteers, media and community connections that can take Art Walk to the next level. Providing professional management and community engagement has been a hallmark of Premier Arts for over a decade, we are excited to lend our support and expertise to helping create a vibrant downtown that we can all be proud to call home.

2022 Expenses	
Program Manager	$20,000
Liability Insurance	$1,000
Office/Storage	In-kind
Design Services	$3,500
Marketing	$10,000
Artisits Fees (programming)	$12,000
Profesional Fees (Legal, Acct)	$500
Supplies office & Programming	$500
	$47,500

2022 Income Streams	
City of Elkhart Redev. Comm	$28,000
Community Foundation	$15,000
Corp Support	$3,000
Individual Contributions	$1,000
ECCVB	$500
	$47,500

RESOLUTION NO. 22-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING ICE MILLER BILLING FOR 1101 E. BEARDSLEY SERVICES

Whereas, The Commission has acquired the realty at 1101 E. Beardsley previously referred to as the Conn site, which has environmental contamination and requires remediation, and has employed Ice Miller, LLP ("Ice Miller") to provide services related to the MACOG environmental review and the collection of clean-up costs from prior owners (the "Services"); and

Whereas, the Commission has reviewed the attached Ice Miller billing for Services through December 31, 2021, being Invoice 01-2128338 for $1039.50 (the "Invoice") performed in accordance with the Fee Agreement and believes it is in the best interest of the City and its inhabitants that the billing be approved for payment.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoice for payment in the amount of $1039.50.

2. The Commission appropriates the sum of $1039.50 from the Downtown Allocation Area No.1 Special Fund to cover the cost of the Services.

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 8th DAY OF FEBRUARY 2022.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By_____
Alex Holtz, Secretary

IceMiller
LEGAL COUNSEL

One American Square | Suite 2900 | Indianapolis, IN 46282-0200

January 28, 2022

WRITER'S DIRECT NUMBER: (317) 236-5942
DIRECT FAX: (317) 592-4822
INTERNET: brent.huber@icemiller.com

VIA E-MAIL

Dana Donald
Development Services
229 S 2nd Street
Elkhart, IN 46516
Dana.Donald@coei.org

Re: City of Elkhart / Former CG Conn Property-1101 E. Beardsley Ave. (Hourly Matter) Our File No. 002600.10001

Dear Dana:

Please find enclosed our statement for services rendered in the above-referenced matter for the period ending December 31, 2021.

If you have any questions, please feel free to contact me.

Very truly yours,

ICE MILLER LLP

Brent W. Huber

BWH/djj
Enclosure

cc: Gary Boyn
John Espar
Dasha Slater

IceMiller
LEGAL COUNSEL

Invoice No. 01-2128338
January 13, 2022

City of Elkhart
Municipal Building
229 S. Second Street
Elkhart, IN 46516

Re: City of Elkhart/Beardsley Ave. (Hourly)
Our Matter No. 002600.10001

INVOICE SUMMARY

For Services rendered through December 31, 2021

Professional Services	$1,039.50
Total Current Invoice	**$1,039.50**

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

build partnerships

New payment option for you. You can now pay your invoice by **E-check**.

Find out more by contacting **PAYICE@icemiller.com**.

PROFESSIONAL SERVICES

Date	Initials	Description	Hours	Rate	Amount
11/15/2021	HUBE B	Received email from MACOG and reviewed draft report from consultant.	0.30	385.00	$115.50
11/18/2021	BERG A	Reviewed the Off-Site Further Investigation Report.	1.20	385.00	$462.00
11/18/2021	HUBE B	Reviewed draft FSI report and proposed changes.	0.30	385.00	$115.50
11/22/2021	BERG A	Corresponded with the consultant regarding the draft Further Site Investigation report.	0.10	385.00	$38.50
11/23/2021	BERG A	Corresponded with Leah Thill regarding the site and vapor intrusion assessment letters.	0.20	385.00	$77.00
11/23/2021	BERG A	Reviewed draft vapor intrusion assessment letters to neighboring residences.	0.40	385.00	$154.00
12/08/2021	BERG A	Reviewed final version of the further site investigation report.	0.20	385.00	$77.00
Total Professional Services			**2.70**		**$1,039.50**

Total Invoice Balance Due $1,039.50

OUTSTANDING INVOICES

Date	Invoice	Amount	Payments	Balance Due
			Total Balance Due	**$0.00**

AGED AR

Current	31-60 days	61-90 days	91-120 days	120 days +	Total
$1,039.50	$0.00	$0.00	$0.00	$0.00	$1,039.50

Invoices are due upon receipt, past due after 30 days. Interest charges may accrue on past due balance.

Questions or concerns, please email **payice@icemiller.com**.

IceMiller
LEGAL COUNSEL

City of Elkhart
Municipal Building
229 S. Second Street
Elkhart, IN 46516

Invoice No. 01-2128338
January 13, 2022

Re: City of Elkhart/Beardsley Ave. (Hourly)
Our Matter No. 002600.10001

INVOICE SUMMARY

For Services rendered through December 31, 2021

Professional Services	$1,039.50
Total Current Invoice	**$1,039.50**

Payment Options

Online Payments:
ClientPay
ClientPay

Wire/ACH Instructions:
Huntington Bank
ABA for ACH 074000078
ABA for Wire 044000024
Account No. 01401048453
Swift Code: HUNTUS33
Please Reference **Invoice No. 01-2128338**

Payment by check
Remit to : Ice Miller LLP
P.O. Box 68
Indianapolis, IN 46206-0068
Please include remittance or reference **Invoice No. 01-2128338**

Questions or concerns, please email **payice@icemiller.com**

REMITTANCE

Payment Terms: Net 30
Tax ID: 35-0874357

Proposal to Purchase 1313 Prairie, Elkhart, IN

Submitted to Elkhart Redevelopment Commission

Attn: Adam Fann, TIF Infrastructure Project Supervisor

February 1, 2022

Proposal Offer: Habitat for Humanity of Elkhart County, Inc., a 501(c)3 corporation, offers $5,250 for the purchase of parcel number 20-06-08-283-016.000-012, located at 1313 Prairie, Elkhart, IN.

Proposed Use: The property, if acquired, would be used in the construction of a single-family home. The home would be an owner-occupied residence built with a Habitat partner family. The partner family purchases the completed home at an independently appraised fair market value, secured by a 0% fixed interest rate, 20 - 40-year term mortgage through Habitat. The mortgage payment would be based on partner family income, but would not exceed 30% of their income, considering estimated property taxes and homeowner insurance cost at the time of closing. The home would likely be a three (3) or four (4) bedroom ranch style home of 1,200 – 1,400 square feet. The size of the home would be based on the size of the partner family that would select the lot.

Timeframe: Projected to complete the construction of the home by the end of 2023. Work would begin no earlier than third quarter of 2022, depending on when an eligible partner family selects the lot.

Project Cost Estimates: The home would cost approximately $145,000 to construct. Homes are built with all new material and a combination of volunteer and hired labor. Costs and material for all construction projects are paid for through philanthropic support, gift-in-kind contributions, grants, ReStore net sales proceeds, and partner family mortgage payments. Habitat homes are built for energy efficiency and sustainability.

Purchaser: Habitat for Humanity of Elkhart County, Inc. has been building affordable, quality homes in Elkhart County since 1986. We have built over 210 homes, including nine in the past three years in the city of Elkhart, with another home nearly complete on Okema and two more getting ready to start on Nadel and Hester. Habitat for Humanity of Elkhart County, Inc. is an affiliate of the world-wide Habitat for Humanity International organization. Habitat for Humanity is a Christian faith-based organization with the vision of providing and advocating for affordable housing and everyone having a decent place to live. The mission statement is "Seeking to put God's love into action, Habitat for Humanity brings people together to build homes, communities, and hope". A local 13-member volunteer board comprised of business and community leaders governs the local affiliate. Partner families must meet income guidelines of 30 – 80% of the Average Median Income based on family size and established by HUD for Elkhart County. In addition, each partner family must be willing to partner through providing 250 hours of "sweat" equity per adult working on homes and attending mandatory training on home ownership, budgeting, home maintenance, insurance, mortgages, and being a good neighbor.

Attachments:

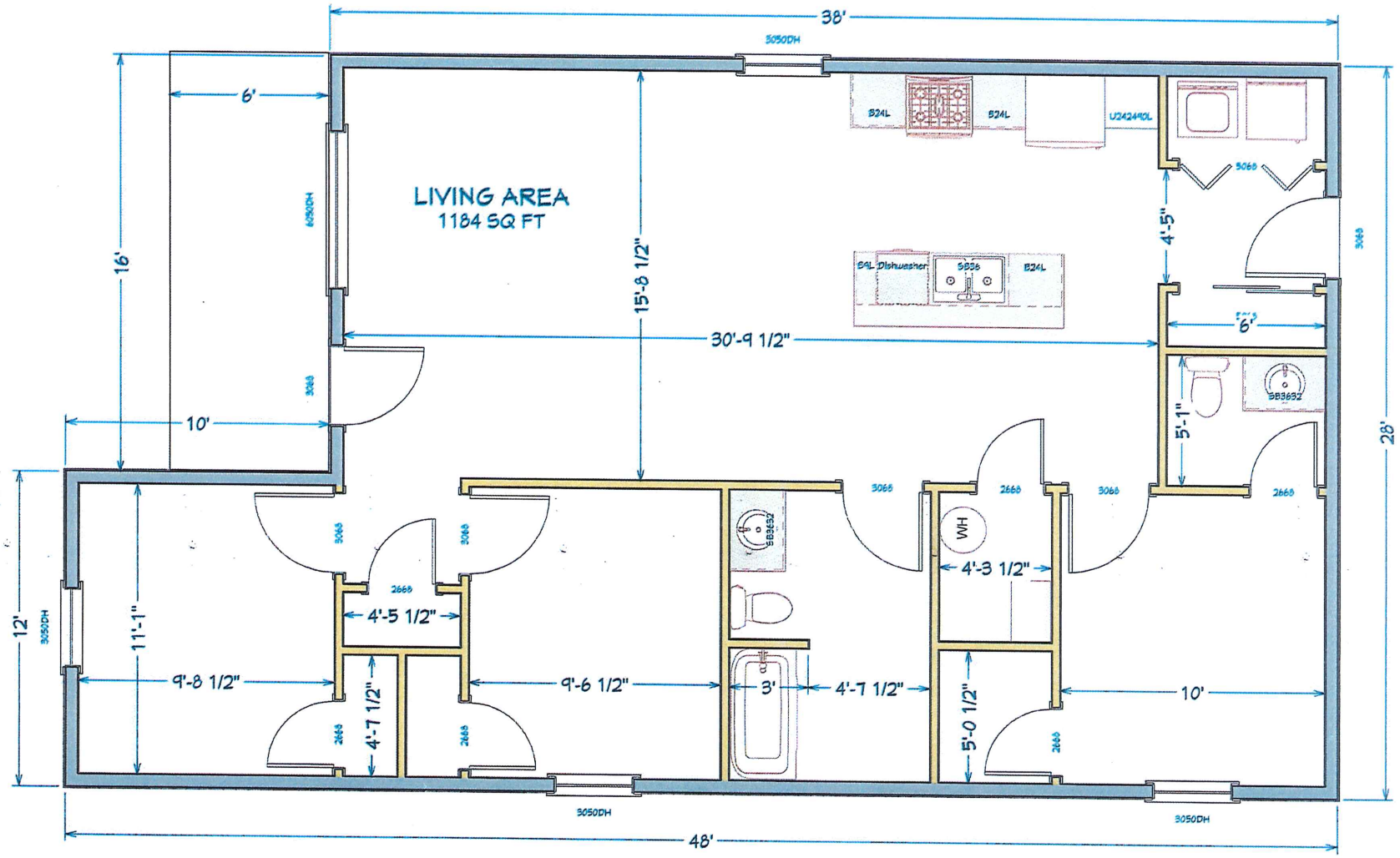
1. Typical Floor plans for 4 Bedroom/2 Bath or 3 Bedroom/1.5 Bath Homes
2. Pictures of recently completed Elkhart County Habitat homes showing "typical" appearance.

Respectfully Submitted,

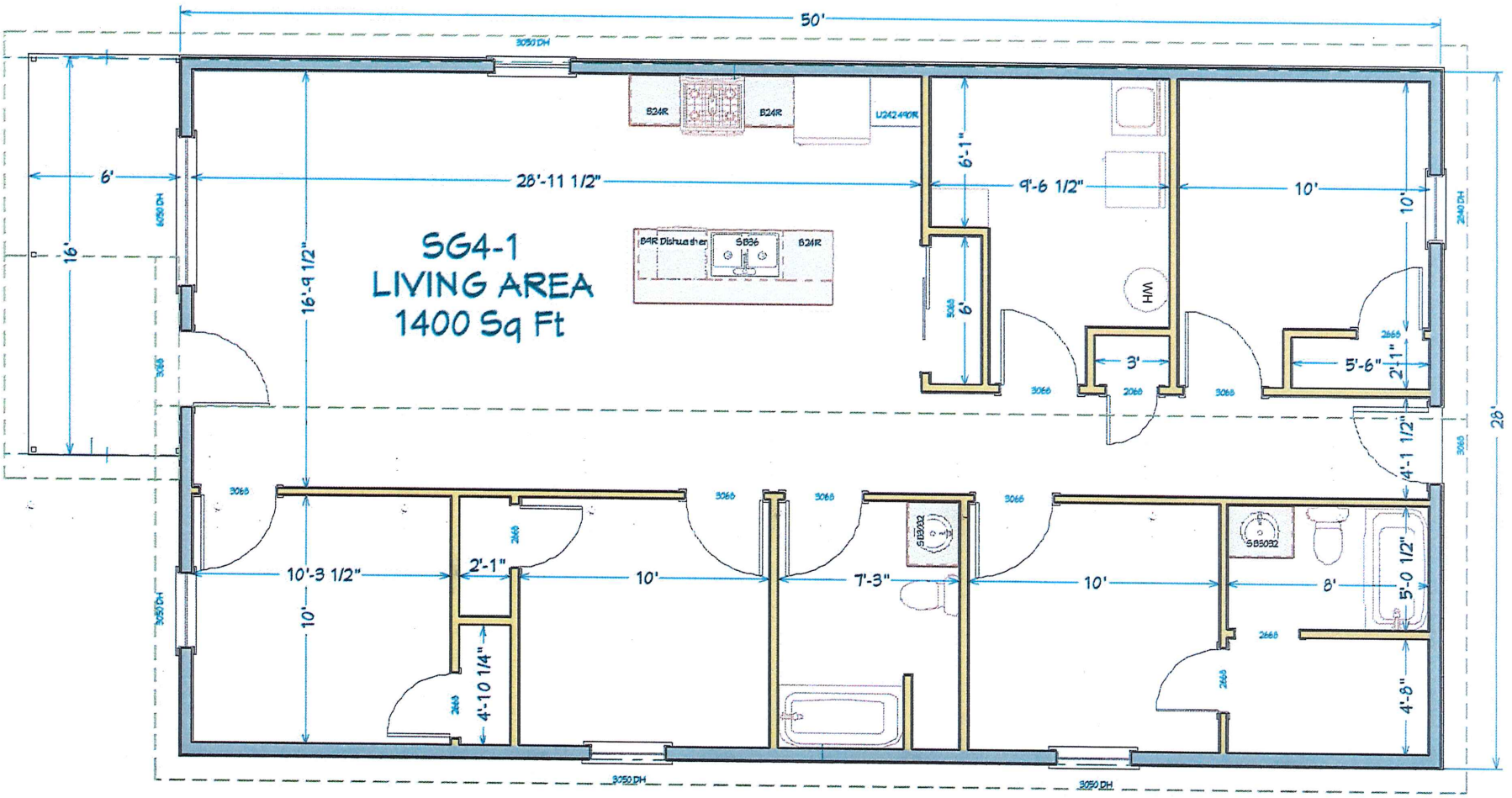
Greg Conrad

President and Executive Director

Habitat for Humanity of Elkhart County, Inc.



38'
3050DH
6'
16'
LIVING AREA
1184 SQ FT
15'-8 1/2"
30'-9 1/2"
B24L
B24L
U24249DL
3068
4'-5"
6'
5'-1"
SB3632
28'
10'
12'
11'-1"
9'-8 1/2"
4'-5 1/2"
4'-7 1/2"
9'-6 1/2"
3'
4'-7 1/2"
WH
4'-3 1/2"
5'-0 1/2"
10'
48'


SG4-1
LIVING AREA
1400 Sq Ft
50'
28'-11 1/2"
9'-6 1/2"
10'
6'-1"
6'
3'
5'-6"
2'-1"
16'-9 1/2"
16'
6'
28'
4'-1 1/2"
10'-3 1/2"
2'-1"
10'
7'-3"
8'
5'-0 1/2"
4'-8"
4'-10 1/4"
B24R
B24R
U24249DR
B4R Dishwasher
SB36
B24R
WH
SB3032
SB3032

SG4-1

1213

RESOLUTION NO.2-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING THE SUBORDINATION AND RECOGNITION AGREEMENT PERTAINING TO THE REFINANCING OF THE FLAHERTY AND COLLINS STONEWATER PROJECT

Whereas, the Commission issued Economic Development Bonds to be repaid from the Flaherty & Collins Stonewater Apartments Project TIF revenues deposited in the Downtown Allocation Area No. 2 Special Fund and entered into a certain Taxpayer Agreement and Guaranty (the "TP&G") with the Developer and related parties (the "FC Parties") providing for payments in addition to taxes in the event the TIF revenues were insufficient to cover the bond payments; and

Whereas, the FC Parties have a commitment from M&T Realty Capital Corporation to refinance the project loan provided the Commission provide it notices arising under the TP&G as set forth in the attached Subordination and Recognition Agreement (the "Agreement"), which the Commission is willing to do; and

Whereas, the Commission has reviewed the attached Agreement, finds the terms thereof acceptable, and believes it is in the best interest of the City and its residents to approve the Agreement.

NOW THEREFORE BE IT RESOLVED:

1. The Commission now reviews and approves the terms and form of the attached Subordination and Recognition Agreement.

2. The officers of the Commission are authorized to execute and deliver the Agreement and take all action they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED by majority vote this 8th day of February 2022.

ELKHART REDEVELOPMENT COMMISSION

By_____
Sandra Schreiber, President

Attest:

By_____
Alex Holtz, Secretary

RECORDING REQUESTED BY:

_____
_____
_____
_____

WHEN RECORDED RETURN TO:

Lindsey Crawford, Esquire
Troutman Pepper Hamilton Sanders LLP
P.O. Box 1122
Richmond, Virginia 23218-1122

SPACE ABOVE LINE FOR
RECORDER'S USE

RECOGNITION AGREEMENT

THIS RECOGNITION AGREEMENT (this "**Agreement**") is made as of the ___ day of February, 2022, by and among (i) **ELKHART FC, LLC**, an Indiana limited lability company ("**Borrower**"), (ii) **ELKHART III, LLC**, an Indiana limited liability company ("**EC III**" and together with Borrower, "**Taxpayer")**, (iii) **FLAHERTY & COLLINS CONSTRUCTION, INC.**, an Indiana corporation ("**Tax Guarantor**" and, together with Taxpayer, the "**EC Parties**"), (iv) **M&T REALTY CAPITAL CORPORATION**, a Maryland corporation ("**Lender**"), and (v) the **CITY OF ELKHART REDEVELOPMENT COMMISSION**, the governing body of the City of Elkhart Redevelopment District ("**Agency**").

RECITALS:

A. Borrower is the owner of that certain real property and improvements thereon located at 318 S Elkhart Avenue, Elkhart, Indiana 46516, as more particularly described on Exhibit A attached hereto (the "**Mortgaged Property**").

B. Lender has agreed, subject to the satisfaction of certain terms and conditions, to make a loan in the original principal amount of $26,365,900.00 (the "**Mortgage Loan**") to Borrower, which Mortgage Loan is or will be secured by a lien on the Mortgaged Property, and (b) Lender is requiring this Agreement as a condition to its making the Mortgage Loan. The Mortgaged Loan will be evidenced by various loan documents (collectively, the "**Loan Documents**").

C. In connection with the development of the Mortgaged Property, Agency issued certain taxable Economic Development Revenue Bonds (the "**EDC Bonds**") payable from (i) the tax increment revenues on the Mortgaged Property ("**Project TIF Revenues**") (ii) payments made under that certain Taxpayer Agreement and Guaranty by and among the EC Parties and the Agency dated December 7, 2017, and recorded with the Elkhart County Recorder on December 15, 2017, as Document Number 2017-26946 (the "**TPAG**"), and (iii) to the extent payments under the foregoing clauses (i) and (ii) are insufficient, from other tax increment revenues and other sources as provided in the trust indenture executed in connection with the issuance of the EDC Bonds.

D. The EC Parties are not the owners or holders of any of the EDC Bonds.

E. The Mortgage Loan will be evidenced by a multifamily note which will be secured by a Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Indiana) (the "**Mortgage**").

F. The Agency is not willing to subordinate the TPAG to the Mortgage.

G. As a condition to making the Mortgage Loan, Lender requires that the Agency not execute upon any rights or remedies against the EC Parties under the TPAG without first providing Lender with notice of default concurrently with Agency's notice to the defaulting party under the TPAG and affording Lender at least the same time and ability to cure such default as provided to the EC Parties under the TPAG. Lender will not make the Mortgage Loan unless the Agency and each of the EC Parties enter into this Agreement.

H. The Agency, each of the EC Parties and Lender, for themselves and their respective successors and assigns, hereby agree to the provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged be each of the parties hereto, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. Agency Consents, Representations and Warranties.

a) Upon the express condition that the lien created by the Mortgage on the Mortgaged Property is and shall remain junior and inferior in priority to the lien created by the TPAG during the term of TPAG, Agency hereby consents to the Mortgage Loan to be secured by the lien of the Mortgage and to the encumbrance of the Mortgaged Property by such Mortgage as security for repayment of the Mortgage Loan, it being expressly understood and agreed that Lender intends to assign the Mortgage Loan to Fannie Mae, and that Fannie Mae, its successors and assigns, may specifically rely on the provisions of this Agreement.

b) A true, accurate and complete copy of the TPAG is attached hereto as Exhibit B.

c) As of the date of this Agreement, the TPAG has not been modified, amended, or assigned in any way and remains in full force and effect.

d) As of the date of this Agreement, there has been no default by the Borrower, EC III or Tax Guarantor under the TPAG, and the TPAG remains in full force and effect.

e) As of the date of this Agreement, the Project TIF Revenues have been sufficient to meet the payment obligations of the EC Parties under the TPAG such that no Payment in Addition to Taxes (as defined in the TPAG) has been required under the TPAG.

f) Neither the execution and delivery of any Loan Documents, nor any modification thereof or assignment thereof or of the beneficial interests thereunder, will be a default by any of the EC Parties under the TPAG.

g) As long as Lender holds any Mortgage on or other interest in the Mortgaged Property:

(i) the Agency will not enact any amendment or modification of the TPAG without first providing Lender with thirty (30) days' prior written notice of such proposed amendment or modification and an opportunity to participate in the Agency's review and consideration of the same.

(ii) the Agency will deliver to Lender, at the address set forth below (or to such other address as Lender may hereafter specify to the Agency by written notice to the Agency pursuant to Section 4(b) of this Agreement), copies of any notice from the Agency to any of the EC Parties under the TPAG simultaneously with transmittal of same to any EC Party;

Lender: One Light Street, 12th Floor
Baltimore, Maryland 21202
Attention: Wendy LeBlanc, Vice President
Email: wleblanc@mtb.com and MTRCC_Legal_Notices@mtb.com
Re: Stonewater at Riverwalk Apartments

(iii) upon receipt of notice from the Agency of a default by any of the EC Parties under the TPAG, Lender shall have the right, and may, but shall not be obligated to, cure any such default by an EC Party.

h) Within thirty (30) days after request by Lender, from time to time made, the Agency will execute and deliver to Lender, or to such other person or entity as may be specified by Lender, an estoppel certificate containing the representations set forth in Subsections b) – e) above, modified if and as necessary to reflect the facts as they exist at the time of such certification.

i) In the event of casualty or condemnation affecting the Mortgaged Property, the casualty insurance proceeds or condemnation proceeds, as the case may be, may be required

by Lender to be applied to reduce the unpaid balance of the Mortgage Loan or may be required by Lender to be used for restoration of the Mortgaged Property.

j) No default or event of default under the Loan Documents will, in and of itself, constitute a default or event of default under the TPAG.

k) The Agency agrees that, upon written notice by Lender to the Agency, Lender may exercise the rights available to it hereunder to act as Borrower's true and lawful proxy and attorney-in-fact (and agent-in-fact) in Borrower's name, place, and stead, with full power of substitution rights.

l) In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Mortgaged Property by Lender (the "Transfer"), no consent from the Agency or, except as may be required by applicable law, notice to the Agency shall be required; Lender acknowledging that any such Transfer will remain subject to the TPAG.

3. Consents, Representations and Warranties of the EC Parties.

a) The EC Parties are in full compliance with the TPAG.

b) Each of the EC Parties will receive a material economic benefit from the Mortgage Loan and this Agreement.

c) The EC Parties will fully and timely make payment to the Agency, if and when any such payments may be required of any of them under the TPAG.

d) The EC Parties hereby agree to and shall share with Lender, immediately upon receipt, any and all notices received from the Agency relating to the TPAG.

e) Borrower hereby irrevocably makes, constitutes, and appoints Lender (and any officer of Lender or any Person designated by Lender for that purpose) as Borrower's true and lawful proxy and attorney-in-fact (and agent-in-fact), coupled with an interest, in Borrower's name, place, and stead, with full power of substitution to perform and all obligations of Borrower under the TPAG.

f) The EC Parties agree that a failure of the Agency to provide any notice to Lender provided for hereunder will not affect or alter the EC Parties' duty to perform their respective obligations under the TPAG.

4. Notice.

(a) Process of Serving Notice. All notices under this Agreement shall be:

(1) in writing and shall be:

(A) delivered, in person;

(B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;

(C) sent by overnight courier; or

(D) sent by electronic mail with originals to follow by overnight courier;

(2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

(b) Change of Address.

Any party to this Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

(c) Receipt of Notices.

None of the parties to this Agreement will refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by any other party.

5. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto and shall supersede and cancel any prior agreements with regard to this subject matter.

6. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

8. Amendment. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

9. Further Instruments. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

10. Legal Action. This Agreement shall be governed by the laws of the jurisdiction in which the Mortgaged Property is located without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. In the event any legal action is commenced by any party hereto concerning this Agreement or the rights and duties of any party hereto, whether such action be an action for damages, or for equitable or declaratory relief, the prevailing party in such litigation shall be entitled to, in addition to all other relief as may be granted by the court, reasonable sums as and for attorneys' fees in an amount to be set by the court.

11. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

12. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

CITY OF ELKHART REDEVELOPMENT COMMISSION, the governing body of the City of Elkhart Redevelopment District

By:_____
Name:
Title:

STATE OF _____, _____ County ss:

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said County, personally appeared City Of Elkhart Redevelopment Commission, the governing body of the City of Elkhart Redevelopment District by _____, its _____ and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires: _____

_____
Notary Public

ELKHART FC, LLC, an Indiana limited lability company

By: _____
David M. Flaherty
Manager

STATE OF _____, _____ County ss:

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said County, personally appeared Elkhart FC, LLC, an Indiana limited lability company by David M. Flaherty, its Manager and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires: _____

_____
Notary Public

ELKHART FC III, LLC, an Indiana limited liability company

By: _____
David M. Flaherty
Manager

STATE OF _____, _____ County ss:

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said County, personally appeared Elkhart FC III, LLC, an Indiana limited lability company by David M. Flaherty, its Manager and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires: _____

_____
Notary Public

FLAHERTY & COLLINS CONSTRUCTION, INC., an Indiana corporation

By: _____
David M. Flaherty
CEO

STATE OF _____, _____ County ss:

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said County, personally appeared Flaherty & Collins Construction, Inc., an Indiana corporation by David M. Flaherty, its CEO and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires: _____

_____
Notary Public

M&T REALTY CAPITAL CORPORATION, a
Maryland corporation

By: _____
Wendy LeBlanc
Administrative Vice President

STATE OF _____, _____ County ss:

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said County, personally appeared M&T Realty Capital Corporation, a Maryland corporation by Wendy LeBlanc, its Administrative Vice President and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires: _____

_____
Notary Public

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.

Lindsey Crawford, Esquire

Prepared by, and after recording
return to:

Lindsey Crawford, Esquire
Troutman Pepper Hamilton Sanders LLP
P.O. Box 1122
Richmond, Virginia 23218-1122

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

TAXPAYER AGREEMENT AND GUARANTY

Warrick & Boyn, LLP
ATTORNEYS AT LAW

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: LaShawn Brooks
229 S. Second Street
Elkhart IN 46516

January 31, 2022
Account No: 26399-000M
Statement No: 167854

Attn: LaShawn Brooks

Re: General Services

Payments received after 01/31/2022 are <u>not</u> included on this statement.

		Previous Balance		$28,528.39

Fees

			Hours	
01/03/2022	CTP	Review correspondence re: Downtown TIF issues with Auditor. Email Auditor's Office re: Allocation Area 3 resolutions. Email A. Fann re: Rent-A-Center	1.20	306.00
	GDB	E-mail Dayna and Adam re: appropriation of appraisal funds re: 1000 - 1200 S. MAIN	0.30	89.25
	GDB	Review County's e-mail re: legal description of TIF Area. Review Resolutions. E-mail re: Declaration and Confirming Resolution for TIF Area 3 and e-mail the legal description (corrected) for Area 2, plus the current revised legal for Area 1. Review and locate recorded Resolutions and update e-mail to County to explain the difference between real estate conveyed to Developer and legal description for Allocation Area No. 2 re: GLC/MARTIN'S	2.30	684.25
	GDB	Conference re: Dayna's e-mail re: payment on vacation of premises and respond to Adam re: RENT-A-CENTER	0.20	59.50
	GDB	Print agreement to attach to Resolution. Finalize Resolution re: 173 N. 6TH	0.30	89.25
01/04/2022	GDB	Draft Resolution designating account 294 as source of payment for appraisal, and e-mail for packet re: 505 - 507 HIGH STREET	0.60	178.50
	GDB	Draft Resolution offering real estate for sale with Offering Sheet and Public Notice. E-mail Meridian for legal and deed copy re: 505 - 507 HIGH STREET	0.80	238.00
	GDB	E-mail Agenda List to LaShawn	0.10	29.75
	GDB	Review title information from Meridian with legal description re: 505 - 507 W. HIGH STREET	0.30	89.25

Elkhart Redevelopment Commission

January 31, 2022
Account No: 26399-000M
Statement No: 167854

Re: General Services

			Hours	
01/05/2022	GDB	Teleconf with Amy at Chamber re: status of preparation of Commitment Letter and choice of title company re: AURORA re: SIMS	0.30	89.25
	GDB	Review Resolution and attachments. E-mail for packet. E-mail Notice to Truth re: 505 - 507 W. HIGH ST.	0.60	178.50
	GDB	Review County's e-mail re: breaking out TIF between three areas re: TIF AREAS 2 and 3	0.30	89.25
01/06/2022	CTP	Research TIF expiration re: AREAS 1, 2, and 3	1.00	255.00
	GDB	Teleconf with Baker Tilly and Dayna re: extension of loan repayment. Research re: same re: 500 MAIN	1.50	446.25
	GDB	Review and revise commitment letter and consider documents needed, insurance and mortgage coverage requirements. Begin drafting Term Loan Agreement, Note, Mortgage, Assignment of Rents and Leases and personal guaranty re: AURORA re: SIMS	1.80	535.50
	GDB	Review Agenda and packet re: preparation for Pre-Agenda meeting	0.30	89.25
01/07/2022	GDB	Attend Pre-Agenda meeting	1.70	505.75
	GDB	Insert red-lined changes to commitment letter and e-mail to Amy Goll for review re: AURORA re: SIMS	0.40	119.00
01/10/2022	CTP	Review file and email B. Prince re: Flaherty & Collins bond documents	0.90	229.50
	GDB	Review B. Prince's e-mails. Forward request for new Subordination Agreement with project background to Commission, et al. Review documents and prior Subordination Agreement. Forward recorded Certificate of Completion re: FLAHERTY & COLLINS	1.30	386.75
	GDB	Locate Resolution extending Pre-'95 Downtown TIF expiration date to 2/1/15 and e-mail to Baker Tilly and Dayna re: 500 Main Request for Extension re: 500 MAIN	0.60	178.50
	GDB	E-mail Commission questions to B. Prince re: refinancing and subordination request. Review B. Prince's responses re: FLAHERTY & COLLINS	0.40	119.00
	GDB	E-mails with Truth and client re: publication dates and who to bill re: 505 - 507 W. HIGH ST.	0.30	89.25
	GDB	Review contents of disk with bond documents. Conference on how to get copy to B. Prince re: FLAHERTY & COLLINS	0.30	89.25
01/11/2022	GDB	Review Development Agreement and respond to Dayna, et al. re: duties of EOZ, assignment rights and reverter and progress reports re: EOZ	1.00	297.50
	GDB	Check two scenarios. Follow-up e-mail to		

Elkhart Redevelopment Commission

January 31, 2022
Account No: 26399-000M
Statement No: 167854

Re: General Services

			Hours	
		Dayna and Baker Tilly re: use of Scenario 2 re: 500 MAIN	0.30	89.25
	GDB	Attend Board meeting re: AURORA	0.50	148.75
	GDB	Attend Commission meeting	1.00	297.50
01/12/2022	CTP	Review correspondence from Baker Tilly re: TIF expiration.	0.30	76.50
	CTP	Review bond closing transcript for potential issues on standstill agreement on Downtown Area 2	0.60	153.00
	GDB	Review Executive Session statute and e-mail information for Notice to LaShawn re: CONSOLIDATED TIF	0.50	148.75
	GDB	Research re: TIF expiration dates re: how long will TIF be captured and applicable to projects re: 500 MAIN	2.00	595.00
	GDB	Respond to R. Wilmering re: Standstill Agreement request re: FLAHERTY & COLLINS	0.30	89.25
	GDB	Review Executive Sessions law re: required Memorandum of Meeting and place of meeting. E-mail LaShawn, et al., offering our conference room as site of meeting re: CONSOLIDATED TIF	0.60	178.50
	GDB	E-mail staff re: statutory changes to TIF laws	0.40	119.00
	GDB	Reply to Baker Tilly re: issue on capture of TIF revenue after expiration date re: 500 MAIN	0.30	89.25
01/13/2022	CTP	Review and revise legal opinion re: appropriation of funds re: RIVER DISTRICT	0.80	204.00
	GDB	Research and draft opinion to Jamie re: continuing appropriations by Commission and non-reverting funds re: RIVER DISTRICT	3.00	892.50
	GDB	Review IDEM Investigation Report re: 1101 E. BEARDSLEY	0.30	89.25
	GDB	Review Phase 2 on the car lot site re: 509 E. JACKSON	0.30	89.25
	GDB	Review revised proposed Commitment Letter. E-mail to client with comments to consider and e-mail Amy Goll to suggest Sims consider LLC re: AURORA re: SIMS	0.60	178.50
	GDB	Locate and e-mail 1986 Resolution and map creating Allocation Area 1 to Adam and Dayna re: 500 MAIN	0.30	89.25
	GDB	Review B. Huber's e-mails with Adam re: potential VRP application re: 1101 E. BEARDSLEY	0.10	29.75
01/14/2022	GDB	Review and forward A. Mack expert witness bill for payment re: 1101 E. BEARDSLEY	0.30	89.25
	GDB	Check Wall Street Journal prime percentage rate and update Amy Goll re: Commitment Letter. Update loan documents. Run amortization table and e-mail re: whether to just set the rate for entire loan period re:		

Re: General Services

			Hours	
		AURORA re: SIMS	0.60	178.50
	GDB	Review loan documents. Draft Amendment to Debt Service Schedule, Agreement to Amend, Amended Note and Mortgage Amendment re: 500 MAIN	2.10	624.75
01/17/2022	GDB	Review correspondence from B. Huber re: pending motions ad e-mail from Adam re: IDEM notices. Research bankruptcy defense of Camsaw and e-mail Ice Miller with research citations to consider re: 1101 E. BEARDSLEY	2.00	595.00
	GDB	Review and revise Amended Note, Debt Service Schedule and Agreement and Amendment to Mortgage re: 500 MAIN	2.00	595.00
01/18/2022	GDB	Review revised loan documents re: 500 MAIN	0.40	119.00
	GDB	Review B. Huber's update and IDEM site report to Adam. E-mail Sandy re: follow-up and e-mail Ice re: same. Forward e-mails to M. Nelson re: 1101 E. BEARDSLEY	0.90	267.75
	GDB	E-mail Resolution approving Purchase Agreement with attachments to J. Hughey for title work and closing preparation re: 173 N. 6TH	0.30	89.25
	GDB	Attend Executive Session re: strategy on real estate acquisition re: 1000 - 1200 S. MAIN	2.00	595.00
	GDB	Conference with Eric re: increased cost projection and need to request bids re: MEIJER	0.30	89.25
	GDB	Conference with Eric re: need to move private server and source of funds to cover cost re: HABITAT (5th and FRANKLIN)	0.30	89.25
01/19/2022	CTP	Review Hotel Elkhart loan documents. Review and revise amended loan documents	2.50	637.50
	GDB	E-mails with Sandy and Brent re: Executive Session re: Brent's proposal re: 1101 E. BEARDSLEY	0.30	89.25
	GDB	E_mail Eric re: possible use of ARP funds to move sewer line re: HABITAT	0.10	29.75
	GDB	E-mails with Eric re: teleconf with Meijer to discuss increased costs and Development Agreement amendments re: MEIJER	0.20	59.50
	GDB	Teleconf with Phil Faccenda re: bond issues re: request for Standstill Agreement re: FLAHERTY & COLLINS	0.30	89.25
	GDB	Review Board of Works Resolutions. Draft Resolution appropriating $800K for workforce housing project and e-mail to Dayna, et al. for review, with additional issues to discuss re: 1000 - 1200 S. MAIN	1.30	386.75
	GDB	E-mail Brent Huber re: setting up conference call re: environmental issues. E_mail Sandy re: Executive Session re: 1101 E. BEARDSLEY	0.30	89.25
	GDB	Review e-mails re: closing and respond to J. Hughey to do Warranty Deed re: 173 N. 6TH	0.30	89.25
	GDB	Review agreement in preparation for teleconf		

Re: General Services

			Hours	
		with Meijer and e-mail Tory and Eric with suggestion re: MEIJER	0.80	238.00
	GDB	Review and revise drafts. Outline cover e-mail to send out drafts re: 500 MAIN	1.00	297.50
	GDB	Respond to Amy Goll re: term sheet. Print and review title commitment re: AURORA re: SIMS	0.30	89.25
01/20/2022	GDB	E-mails re: setting up Executive Session re: 1101 E. BEARDSLEY	0.30	89.25
	GDB	Finalize drafts. E-mail to Bradley, Dayna and Commissioners with explanation. Amend and re-send Agreement re: 500 MAIN	1.90	565.25
	GDB	Teleconf with Eric, Public Works and Meijer re: bids, timetable, and increased costs. Teleconf with Adam and Eric re: whether Carve Out, Meijer TIF Area would help. E-mail Dayna, Adam and Eric re: same	1.50	446.25
	GDB	Revise Commitment Letter and e-mail Amy re: need to know if person or LLC will buy real estate re: AURORA re: SIMS	0.30	89.25
	GDB	Review Resolution 076 and information on new JPR contract and respond to Adam and Tory, et al. with copy of Resolution re: RIVER DISTRICT PHASE 4	0.80	238.00
01/21/2022	CTP	Review Flaherty and Collins loan documents re: taxpayer guaranty and payments made from Downtown Area 1	0.40	102.00
	GDB	Review Development Agreement and Economic Development Agreement and respond re: what fund covers shortfall. Review P. Faccenda e-mails re: FLAHERTY & COLLINS	0.70	208.25
	GDB	Teleconf with B. Huber and M. Nelson re: concerns with Ltd. Macog reports and reasons to do more studies	0.70	208.25
01/24/2022	MRY	Draft Annual Minutes and letter to S. Schreiber re: AURORA CAPITAL	0.60	90.00
01/25/2022	CTP	Call with P. Faccenda, D. Bennett, J. Arce re: Downtown Area 2 Standstill Agreement re: FLAHERTY & COLLINS	1.00	255.00
	GDB	Teleconf with P. Faccenda re: request for Standstill Agreement and Dayna and Jamie re: FLAHERTY & COLLINS	1.00	297.50
	GDB	Draft loan documents. E-mail Amy Goll re: next steps to get to closing re: AURORA re: SIMS	0.90	267.75
	GDB	Review anad revise Note, Assignment and Term Loan Agreement. E-mail Amy re: AURORA re: SIMS	0.70	208.25
01/26/2022	GDB	Review and revise loan documents. Print finals. E-mail re: Sims signing re: AURORA re: SIMS	1.00	297.50

Elkhart Redevelopment Commission

January 31, 2022
Account No: 26399-000M
Statement No: 167854

Re: General Services

			Hours	
01/27/2022	GDB	Meet with David Sims for review and signing of loan documents. E-mail to FNF, Chamber, Jamie and Mr. Sims. Teleconfs with Sandy. S re: her signature re: AURORA re: SIMS	1.80	535.50
	GDB	E-mails with Adam re: need for site control. Draft Purchase Agreement and Resolution re: 511 DIVISION	1.00	297.50
	GDB	Teleconf with Dayna. Revise Resolution Appropriating funds and e-mail for review re: WORKFORCE HOUSING	0.60	178.50
	GDB	Respond to Adam re: only attorneys and City/Redevelopment persons involved in the litigation and project attending Executive Session re: 1101 E. BEARDSLEY	0.30	89.25
	GDB	Review Dec. '21 bill of Ice Miller. Copy appropriation from Nov., 2019, and e-mail LaShawn to process for payment re: ICE MILLER/G & W	0.40	119.00
	MRY	Prepare final Annual Minutes and letter re: AURORA CAPITAL	0.30	45.00
01/28/2022	CTP	Teleconf with E. Trotter re: Fuller Center	0.30	76.50
01/31/2022	CTP	Research Redevelopment Authority	0.90	229.50
	CTP	Teleconf with E. Trotter re: sewer issues at 5th and Franklin. Review contract with Habitat.	1.60	408.00
	GDB	Review e-mail from B. Hunsberger. Review contingencies. Revise agreement to a donation and Development Agreement. Revise Resolution. E-mail Adam and Brad re: desire to approve at February meeting. Forward Resolution and Agreement for packet re: 511 DIVISION	2.10	624.75
	GDB	Review Macog. Review bill from B. Huber. Draft and e-mail Appropriation Resolution for February packet re: 1101 E. BEARDSLEY	0.60	178.50
	GDB	Review funding request. Draft and e-mail Resolution appropriating funds for packet re: ART WALK 2022	0.60	178.50
	GDB	Teleconf with P. Faccenda. Respond to Ryan Wilmering. Review recognition Agreement. E-mail documents to Phil re: FLAHERTY & COLLINS	1.00	297.50
	GDB	Respond to Jamie re: Redevelopment authorities	0.30	89.25
	MRY	Revise Annual Minutes re: AURORA CAPITAL	0.30	45.00
		For Current Services Rendered	73.50	21,200.50
		Total Current Work		21,200.50

Payments

01/05/2022	Fee Payment - Check No. 286053	-16,720.50
01/05/2022	Expense Payment - Check No. 286053	-54.51
01/05/2022	Advance Payment - Check No. 286053	-15.38

Elkhart Redevelopment Commission

January 31, 2022
Account No: 26399-000M
Statement No: 167854

Re: General Services

01/05/2022	Fee Payment - Check No. 286053 - overpaid funds	-12,430.50
	Total Payments	-29,220.89
	Balance Due	$20,508.00

Aged Due Amounts

0-30	31-60	61-90	91-120	121-180	181+
20,387.50	120.50	0.00	0.00	0.00	0.00

Please Remit $20,508.00

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 #22-X-03.
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, FEBRUARY 10, 2022**, concerning a **Special Exception** request.

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.

Petitioner: Nelson B Holdings LLC

Request: A Special Exception per Section 15.3, Special Exception Uses in the Central Business District (CBD), to allow a Bed and Breakfast home and Meeting Hall/Banquet Facility at 529 South Second Street.

Location: 529 South Second Street

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 #22-X-03

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

___ 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 #22-X-04.
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, FEBRUARY 10, 2022,** concerning a **Special Exception** request.

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.

Petitioner: Knights of Columbus / Elkhart Columbus Club

Request: A Special Exception per Section 15.3, Special Exception Uses in the CBD Central Business District, to
allow for a charitable organization to operate a soup kitchen.

Location: 112 E Lexington Ave

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 #22-X-04

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

___ 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 #22-UV-03.
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, FEBRUARY 10, 2022,** concerning a **Use Variance** request.

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.

Petitioner: John & Margaret Frechette

Request: To vary from Section 15.2 permitted uses in the Central Business District to allow an existing structure to be converted into a single family dwelling.

Location: 315 W Lexington Ave

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 #22-UV-03

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

___ 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.

City of Elkhart
TIF Budget Summary
As of December 31st, 2021
(Unaudited)

	482 - Downtown		484 - Pierre Moran		486 Downtown Capital	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		2,069,228.33		-		263,203.52
Revenues						
Spring Property Taxes		1,406,393.52		67,650.70	-	-
Fall Property Taxes	1,276,432.74	1,276,432.74	67,650.70	67,650.70	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	150,000.00	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-			-	-
Total Revenue	1,276,432.74	2,832,826.26	67,650.70	135,301.40	-	-
Expenses						
Personnel Services	5,932.98	77,118.92	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	760.00	3,760.00	-	-	-	-
Debt Service (Principle)	-	655,000.00	-	-	-	-
Interest Expense	-	406,534.02	-	-	-	-
Admin & Trustee Fee						
Other Services & Charges	49,017.81	408,835.92	-	-	4,921.30	186,601.50
Transfers (Out)		-	67,650.70	135,301.40	-	-
Total Expenses	55,710.79	1,551,248.86	67,650.70	135,301.40	4,921.30	186,601.50
Ending Cash		3,350,805.73		-		76,602.02
Less: Encumbrances		126,035.60		-		47,575.42
Estimated Ending Cash		3,224,770.13		-		29,026.60

City of Elkhart
TIF Budget Summary
As of December 31st, 2021
(Unaudited)

	489 - Southwest		490 - Aeroplex		493 - Sterling	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		-		785,699.52		-
Revenues						
Spring Property Taxes		595,064.09	-	170,897.54	-	194,544.02
Fall Property Taxes	439,512.26	439,512.26	104,768.33	104,768.33	154,227.82	154,227.82
State Grants	-	-	-	-		-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-		-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	439,512.26	1,034,576.35	104,768.33	275,665.87	154,227.82	348,771.84
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee						
Other Services & Charges	-	-	1,093.30	3,375.00	-	-
Transfers (Out)	439,512.26	1,034,576.35			154,227.82	348,771.84
Total Expenses	439,512.26	1,034,576.35	1,093.30	3,375.00	154,227.82	348,771.84
Ending Cash		-		1,057,990.39		-
Less: Encumbrances		-		-		-
Estimated Ending Cash		-		1,057,990.39		-

City of Elkhart
TIF Budget Summary
As of December 31st, 2021
(Unaudited)

	496 - Cassopolis		498 - Tech Park		500 - Main Gateway	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		9,005,858.44		648,430.82		-
Revenues						
Spring Property Taxes	-	1,781,089.44	-	103,350.31	-	157,699.36
Fall Property Taxes	1,572,791.75	1,572,791.75	89,681.33	89,681.33	204,854.27	204,854.27
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	1,572,791.75	3,353,881.19	89,681.33	193,031.64	204,854.27	362,553.63
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	75,000.00	155,000.00	-	-	-	-
Interest Expense	1,593.75	4,887.50	-	-	-	-
Admin & Trustee Fee		1,200.00				
Other Services & Charges	125,737.80	985,895.09	26,066.14	30,918.83	-	-
Transfers (Out)	-		-	-	204,854.27	362,553.63
Total Expenses	202,331.55	1,146,982.59	26,066.14	30,918.83	204,854.27	362,553.63
Ending Cash		11,212,757.04		810,543.63		-
Less: Encumbrances		3,191,360.00		79,449.16		-
Estimated Ending Cash		8,021,397.04		731,094.47		-

City of Elkhart
TIF Budget Summary
As of December 31st, 2021
(Unaudited)

	502 - Consolidated		281 - Redevelopment	
	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		5,949,278.95		35,132.85
Revenues				
Spring Property Taxes		12,109.80	-	-
Fall Property Taxes	11,722.12	11,722.12	-	-
State Grants	-	10,000.00	-	-
Miscellaneous	-	-	-	-
Rent Income	-	-	-	-
Sale of Property	-	-	-	-
Transfers (In)	866,245.05	1,881,203.22	-	-
Total Revenue	877,967.17	1,915,035.14	-	-
Expenses				
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Professional Services	-	-	-	-
Debt Service (Principle)	-	-	-	-
Interest Expense	-	-	-	-
Admin & Trustee Fee				
Other Services & Charges	446,822.05	1,642,693.49	3,788.63	31,036.91
Transfers (Out)	-	-	-	-
Total Expenses	446,822.05	1,642,693.49	3,788.63	31,036.91
Ending Cash		6,221,620.60		4,095.94
Less: Encumbrances		2,153,453.71		-
Estimated Ending Cash		4,068,166.89		4,095.94