



City of Elkhart
Redevelopment Commission

AMENDED

**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, MARCH 14, 2023 at 4:00 P.M.**

CITY HALL ELEVATOR IS TEMPORARILY OUT OF SERVICE

The elevator at City Hall 229 S. Second Street, Elkhart Indiana is temporarily out of service beginning Monday, February 6, 2023 until completed while the elevator is under construction to maintain elevator safety and maintenance. During this temporary interruption in service, the City is recommending individuals with disabilities who require the elevator to appear at City Council or other governmental meetings use the option of Webex from their personal phone or computer. Alternatively, the City will provide a Webex opportunity on the first floor of the municipal building for those who choose to appear in person. We apologize for any inconvenience. If you have questions or concerns, please contact the Office of the Mayor at (574) 293-8968.

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

To join, go

<https://coei.webex.com/coei/j.php?MTID=mcc90a0a6559a95be1503bddee1939bef>
enter **2315 199 1963** as the event number and "RDC3" as the event password.

To join by phone, call **1-415-655-0001**, enter **2315 199 1963##**

*Press *6 to unmute telephone*

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

1. Call to Order

2. Approval of Minutes

- February 14, 2023 Regular Meeting Minutes

3. New Business

a) Open Bids

b) Amend Electronic Meetings Resolution

- Amend and restate the policy by which members of the Elkhart Redevelopment Commission may participate by electronic means of communication.

c) 1524 Frances Sales Agreement

- Approve purchase and development agreement for 1524 Frances Avenue.

d) South Main Lots - Premier Arts

- Approve purchase agreement for Premier Art's vacant lot in 400 Block of South Main Street.

e) 1000 Block of South Main Asbestos

- Approve contract for asbestos services for 1025-1045 South Main.

f) Environmental Restrictive Covenant for 511 Division Street

- Approve site status letter and Environmental Restrictive Covenant Agreement on Federal Press Site at 511 Division

g) 1560 1/2 South Main Street Offering

- Authorize sale of real estate pursuant to IC 36-7-14-22.6 property located at 1560 ½ South Main Street offering for \$1000.

h) Baker Tilly Contract

- Approve Baker Tilly TIF services and appropriate funds

i) Redevelopment Commission 2022 Annual Report

- Approve Annual Report for 2022

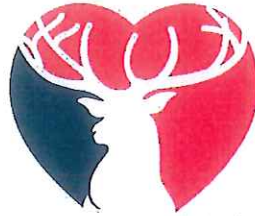
4. Staff Updates

5. Other Business

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

9. Public Comment

10. Adjournment



City of Elkhart
Redevelopment Commission

REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, February 14, 2023
4:00 p.m.

PRESENT: Dina Harris, Alex Holtz, Dorisanne Nielsen, Gary Boyn, Adam Fann, Mary Kaczka, Mike Huber, and Sherry Weber (Recording Secretary)

PRESENT BY WEBEX: Sandi Schreiber, Gerry Roberts, Chris Pottratz, Jamie Arce, Bradley Tracy, and Jess Frye

CALL TO ORDER

This meeting was held in-person, telephonically and virtually through WEBEX. Mr. Holtz ran the meeting as Mrs. Schreiber attended via Webex. Mr. Holtz referred to Indiana Code 36-7-14-3.1 and 14.5-9.5, which authorizes us to proceed with 2 people in attendance. Mr. Holtz called the meeting to order at 4:02 pm. Roll call was taken at the beginning of the meeting.

AMENDMENT OF FEBRUARY 14, 2023 AGENDA

Mr. Holtz asked for a motion to amend the February 14, 2023 Agenda to include Woodland Letter of Intent. Moved by Ms. Harris. Seconded by Mrs. Schreiber. Roll call vote. All in favor, motion approved.

APPROVAL OF JANUARY 10, 2023 REGULAR MEETING MINUTES

Mr. Holtz asked for a motion to approve the January 10, 2023 Regular Meeting Minutes. Moved by Mrs. Schreiber. Seconded by Ms. Harris. Roll call vote. All in favor, minutes approved.

NEW BUSINESS

A. OPEN OFFERS

Mr. Adam Fann addressed the commission regarding an offer on 1524 Frances Street. Mr. Fann introduced Cory White from White Bottom Properties, LLC who presented an offer for 1524 Frances Street. Cory White addressed the commission and answered their questions. Mr. Holtz asked for a motion for staff to work on a purchase agreement and to negotiate the terms of the purchase agreement. Once they have something they would consider to be acceptable final form, bring it back for approval of the commission. Moved by Ms. Harris. Seconded by Mrs. Schreiber. Roll call vote, all in favor. Motion approved.

B. AUGUST MACK EMPLOYMENT TO PERFORM COST ANALYSIS ON FORMER G&W INDUSTRIES SITE

Mr. Boyn addressed the commission and answered their questions. Mr. Holtz asked for a motion to approve August Mack employment and to appropriate \$6,500.00 from the Consolidated TIF Area Special Fund to pay for those services and authorize Ice Miller to execute, accept and deliver the proposal. Moved by Mrs. Schreiber. Seconded by Ms. Harris. Roll call vote. All in favor. Motion approved.

C. IDEM INVOICES FOR G&W VRP SERVICES

Mr. Boyn addressed the commission and answered any of their questions. Mr. Holtz asked for a motion to approve IDEM invoices and appropriate \$393.75 from the Consolidated Elkhart TIF Area Special Fund to cover those expenses. Moved by Ms. Harris. Seconded by Mrs. Schreiber. Roll call vote. All in favor, motion approved.

D. ICE MILLER BILL FOR 1101 E. BEARDSLEY SERVICES

Mr. Boyn addressed the commission and answered their questions. Mr. Holtz asked for a motion to approve the Ice Miller invoice for payment of \$3,195.00 and appropriate funds from the Downtown Allocation Area No. 1 Special Fund and authorize the officers to do all acts they deem necessary in furtherance of the resolution. Moved by Ms. Harris. Seconded by Mrs. Schreiber. Roll call vote. All in favor, motion approved.

E. 1701 STERLING OVERAGE

Mr. Adam Fann addressed the commission and answered their questions. Mr. Holtz asked for a motion to approve the overages for 1701 Sterling and appropriate \$13,363 from the Consolidated Elkhart TIF to cover those costs. Moved by Ms. Harris. Seconded by Mrs. Schreiber. Roll call vote. All in favor, motion approved.

F. PREMIER ARTS

Mr. Adam Fann addressed the commission and answered their questions. Mr. Holtz asked for a motion to authorize the staff to present the offer to the owner as set forth in the Letter of Intent (LOI) and authorize staff to negotiate the terms and conditions of a purchase agreement for the real estate to be presented to the commission at a public meeting for approval and authorize the officers to execute and deliver LOI and do all acts deemed necessary to further the resolution. Moved by Ms. Harris. Seconded by Mrs. Schreiber. Roll call vote. All in favor, motion approved.

G. LACASA HOMEBUYERS PROGRAM

Brad Hunsberger, VP and Real Estate Developer for LaCasa, addressed the commission and answered their questions. Mr. Holtz asked for a motion to approve the sub recipient application as presented for fiscal year 2022 from Lacasa Inc. and to authorize the execution of sub recipient agreement that will go with it once that is prepared and presented. Moved by Mrs. Schreiber. Seconded by Ms. Harris. Roll call vote. All in favor, motion approved.

H. METICULOUS DESIGN + ARCHITECTURE LLC

Mr. Mike Huber, Director of Development Services, addressed the commission and answered their questions. Mr. Holtz asked for a motion to approve the employment of Meticulous to provide the service at a fee not to exceed \$22,350. Approve the form of contract, authorize its execution, and appropriate \$22,350 from the Community Development Block Grant Special Fund to cover the cost of services and authorize the officers to do all acts to further the resolution they deem necessary. Moved by Ms. Harris. Seconded by Mrs. Schreiber. Roll call vote, all in favor. Motion approved.

I. COMMUNITY PLANNING INSIGHTS (CPI)

Ms. Mary Kaczka, Assistant Director of Community Development, addressed the commission and answered their questions. Mr. Holtz asked for a motion to approve the employment of CPI at an hourly rate of \$100 at a fee not to exceed \$25,000 to perform those services. Approving the form of contract that is submitted authorizing its execution and appropriate the sum of \$25,000 from the CDBG program special fund and authorize the officers to do all acts they deem necessary to appropriate the furtherance of the resolution. Moved by Ms. Harris. Seconded by Mrs. Schreiber. Roll call vote, all in favor. Motion approved.

J. WOODLAND CROSSING LETTER OF INTENT (LOI)

Mr. Boyn addressed the Commission and answered their questions. Mr. Holtz asked for a motion to authorize the officers to execute and deliver a revised letter of intent to the owner of Woodland Crossing. Moved by Ms. Harris. Seconded by Mrs. Schreiber. Roll call vote, all in favor. Motion approved.

STAFF UPDATES

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

- **1045 S. Main** –Met with JPR for a structural analysis. Did a walk through and went up in one of our bucket trucks to check on the roof. JPR will create a report. Met with our asbestos contractor regarding the other South Main buildings. They will be giving us some prices on doing asbestos surveys.
- **State Road 19 Bids** – On track for a March 7th opening which will put us at March 14th for an appropriation. We hope to award that bid at the end of March.

OTHER BUSINESS

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for \$24,423.46.

Mr. Holtz asked for a motion to approve the Warrick and Boyn invoice in the sum of \$24,423.46.

Moved by Ms. Harris. Seconded by Mrs. Schreiber. Roll call vote, all in favor. Motion approved..

Adam Fann will email the commissioners the TIF Report

PUBLIC COMMENT

No public was present to address the Commission

ADJOURNMENT

There being no further discussion, Mr. Holtz asked for a motion to adjourn the meeting. Moved by Ms. Harris. Seconded by Mrs. Schreiber. Roll call vote, all in favor. Motion approved. The meeting adjourned at 4:32 p.m. Next meeting is on Tuesday, March 14, 2023 at 4:00 p.m. in Council Chambers.

SANDRA SCHREIBER, PRESIDENT

RESOLUTION NO. 23-R⁰¹³

A RESOLUTION AMENDING AND RESTATING THE POLICY BY WHICH MEMBERS OF THE ELKHART REDEVELOPMENT COMMISSION MAY PARTICIPATE BY ELECTRONIC MEANS OF COMMUNICATION

WHEREAS, Indiana Code 36-7-14-3.1 provides that a Redevelopment Commission may conduct meetings electronically as provided in I.C. 36-7-14.5-9.5, which provides a member may participate by any electronic means of communication that allows all participating members and, except for a meeting that is an executive session, allows all members of the public who are physically present at the meeting to simultaneously communicate with the participating members and each other; and

WHEREAS, the Commission desires to amend and restate its written policy establishing the procedures that apply to a member's participation in a meeting by an electronic means of communication; and

WHEREAS, the Redevelopment Commission ("Commission") is the governing body of the City of Elkhart, Indiana, Department of Redevelopment.

NOW THEREFORE, BE IT RESOLVED:

Section 1. Incorporation of State Law. The definitions in Indiana Code 5-14-1.5-1 apply to this resolution.

Section 2. Electronic Meetings Policy. This resolution shall be known as the "Electronic Meetings Policy" of the Redevelopment Commission and applies to the Commission and any committee appointed directly by the Commission or its presiding officer.

Section 3. Participation by Means of Electronic Communication. Subject to Sections 6 and 8, any member may participate in a meeting by any electronic means of communication that:

- (a) allows all participating members of the governing body; and
- (b) other than a meeting that is an executive session, allows the public who are physically present at the meeting; to simultaneously communicate with each other.

Section 4. Quorum and Voting. A member who participates by an electronic means of communication:

- (a) shall be considered present for purposes of establishing a quorum; and
- (b) may participate in final action taken at the meeting.

Section 5. Application of Policy. All votes taken during a meeting at which at least one (1) member participates by an electronic means of communication must be taken by roll call vote.

Section 6. Limitations on Participation by Electronic Means of Communication.

- (a) At least one-third (1/3) of the members must be physically present at the place where the meeting is conducted at which a member will participate by means of electronic communication;
- (b) A member may not attend more than a fifty percent (50%) of the meetings in a calendar year by an electronic means of communication, unless the member's electronic participation is due to:
 - (1) military service;
 - (2) illness or other medical condition;
 - (3) death of a relative; or
 - (4) an emergency involving actual or threatened injury to persons or property.

Section 7. Minutes of Meeting. The minutes or memoranda of a meeting at which any member participates by electronic means of communication must:

- (a) identify each member who:
 - (1) was physically present at the meeting;
 - (2) participated in the meeting by electronic means of communication; and
 - (3) was absent; and
- (b) identify the electronic means of communication by which:
 - (1) members participated in the meeting; and
 - (2) members of the public attended and observed the meeting if the meeting

was not an executive session.

Section 8. Prohibited Actions. No member of the Board may participate by means of electronic communication in a meeting at which the Board may take final action to:

- (a) adopt a budget;
- (b) make a reduction in personnel;
- (c) initiate a referendum;
- (d) impose or increase a fee;
- (e) impose or increase a penalty;
- (f) seek exercise of the City's power of eminent domain; or
- (g) seek to establish, impose, raise or renew a tax.

Section 9. Emergency Declarations. If an emergency is declared by (1) the governor under IC 10-14-3-12 or (2) the mayor under IC 10-14-3-29;

- (a) Members are not required to be physically present for a meeting until the emergency is terminated; and

(b) Members may participate in a meeting by any means of communication provided that:

- (1) At least a quorum of the members participate in the meeting by means of electronic communication or in person;
- (2) The public may simultaneously attend and observe the meeting unless the meeting is an executive session;
- (3) The minutes or memoranda of the meeting must comply with Section 7 of this resolution; and
- (4) All votes taken during a meeting at which at least one member participates by an electronic means of communication must be taken by roll call vote.

Section 10. Effective Date. This resolution shall be effective from and after adoption by this Commission.

Duly Adopted this _____ day of _____, 2023.

Elkhart Redevelopment Commission

Sandra Schreiber, President

ATTEST:

Alex Holtz, Secretary

RESOLUTION NO. 23-R-014

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING PURCHASE AND DEVELOPMENT AGREEMENT FOR 1524 FRANCES AVENUE

Whereas, the Commission has offered to sell and received an offer to purchase the property at 1524 Frances Avenue (the "Property") as more fully described in the attached Purchase and Development Agreement (the "Agreement") and the parties have submitted the Agreement to the Commission for final approval; and

Whereas, the Commission has reviewed the form of Agreement and finds the terms acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the sale of the Property to White Bottom Properties, LLC at the price of \$45,000.00 on the terms set forth in the attached Agreement.
2. The Commission approves the terms and conditions of the Agreement.
3. The Officers of the Commission are hereby authorized to execute and deliver the Agreement, and all other documents, and do all acts if furtherance of this Resolution, which they deem necessary and appropriate to complete the sale.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 14th DAY OF MARCH 2023.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

PURCHASE AND DEVELOPMENT AGREEMENT

1. **PARTIES:** As of the 14th day of March, 2023, (the "Effective Date"), City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation ("Seller") agrees to sell and convey to White Bottom Properties, LLC ("Purchaser") and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Property commonly known as 1524 Frances Avenue, in the City of Elkhart, Elkhart County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges and appurtenances pertaining thereto, all of the above hereinafter collectively called "Property," and whose legal description is contained on Exhibit "A" attached hereto and incorporated herein.

3. **PRICE:** The total purchase price shall be Forty-Five Thousand Dollars (\$45,000.00) per lot ("Purchase Price"), payable in cash at Closing.

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

5. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at Meridian Title Corporation within 60 days from the Effective Date, unless extended in writing signed by both parties hereto, with the costs paid by Purchaser.

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

7. **INSPECTIONS:** Purchaser has been afforded the option of having the Property inspected, waives such right, and affirms that it has conducted its own review of the Property as to all conditions, and purchases the same AS IS.

8. **REAL ESTATE TAXES:** Purchaser shall pay all outstanding and future real estate taxes.

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

10. **SURVEY:** Seller will provide Purchaser a copy of any existing survey of the Property. Seller shall permit Purchaser to obtain, at Purchaser's expense, any survey for the Property it may desire.

11. **ENVIRONMENTAL INSPECTIONS:** This property is located in a Residential Zone. Seller will provide Purchaser a copy of any existing environmental review report it may possess. Purchaser accepts the Property "AS IS", and waives any additional environmental review.

12. **TITLE AND SURVEY APPROVAL:** Seller will deliver to Purchaser, at Seller's sole cost, a Commitment for Title Insurance from Meridian Title Corporation to insure in Purchaser or its assignee a marketable title in fee simple absolute to the Property, subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment"). If Purchaser has an objection to any item disclosed in such Commitment, it will notify Seller in writing within ten (10) days of receipt. Seller will use its best efforts to resolve any objection. If it cannot be resolved, or if the cost to resolve is, in Seller's opinion, excessive and not warranted in relation to the purchase price, Purchaser shall have the option of waiving the defect and closing the purchase, or terminating this Agreement without penalty.

13. **SPECIAL ASSESSMENTS:** Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Purchaser. Purchaser assumes and agrees to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

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

The Purchaser commits to develop the Property as follows:

a. Purchaser will begin the renovations to the Property described on Exhibit B hereto (the "Renovations") within ten (10) days of the date of Closing of this sale, offer the Property for sale as an owner-occupied single family residence, and complete the Renovations within twelve (12) Months from the date of Closing.

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

c. Purchaser shall provide Seller written requests for extensions of time to begin and complete Renovations if extensions become necessary, and Seller will not unreasonably withhold consent to such extensions, provided Purchaser has presented just cause for not complying with the original construction schedule set forth herein.

d. Purchaser agrees that if it fails to complete the Renovations within the schedule then in effect, without just cause, it will voluntarily re-convey the Property to Seller upon written request, or transfer the Property to another Developer acceptable to Seller that commits to complete the Renovations and sell to an owner-occupied family.

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

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

- (1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required as of the Closing Date to the purchaser.
- (2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Limited Warranty Deed, as required hereunder.
- (3) Purchaser and/or the Title Company shall have received such other documents as, in the opinion of the title insurer, are necessary to complete the transactions contemplated by this Agreement, including without limitation a fully executed Indiana Disclosure of Sales form.

b. In the event that satisfaction of any of the conditions described in this Paragraph shall not have timely occurred, Purchaser shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement. Except as otherwise herein specifically provided, upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

16. **SELLER'S CONDITIONS TO CLOSING:**

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

- (1) Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date;
- (2) Purchaser shall have complied with the pre-closing requirements in Paragraph 14.

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement without penalty. Except as otherwise herein specifically provided, upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

17. **SALES EXPENSES:** Seller and Purchaser agree that all sales expenses are to be paid in cash prior to or at the closing.

a. Seller's Expenses. Seller shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) Owner's Title Policy; 3) one-half (1/2) of any closing fee; 4) preparation of Deed and Vendor's Affidavit; and 5) other expenses stipulated to be paid by Seller under other provisions of this Contract.

b. Purchaser's Expenses. Purchaser agrees to pay all other recording fees; one half (1/2) of any closing fee; copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and expenses stipulated to be paid by Buyer under other provisions of this Agreement.

18. **DEFAULT:** If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Purchaser, this Agreement will terminate without further liability of either party. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

19. **ATTORNEY'S FEES:** Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

20. **DUTIES OF PURCHASER AND SELLER AT CLOSING:**

a. At the closing, or at such other times as specified herein, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

- (1) A duly executed and acknowledged Limited Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens and encumbrances, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;
- (2) A "Marked Up" Commitment for a Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company dated as of the closing, insuring Purchaser's fee simple title to the Property

to be good and indefeasible subject to the standard printed exceptions contained in the usual form of the Title Policy;

- (3) Execute all other necessary documents to close this transaction.
- b. At the closing, Purchaser shall perform the following:
- (1) Pay the cash portion of the Purchase Price; and
 - (2) Execute all other necessary documents to close this transaction.

21. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Purchaser may, at its option, terminate this Agreement by written notice to Seller within ten (10) days after Purchaser is advised of the commencement of condemnation proceedings, or Purchaser shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Purchaser's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Purchaser and the Purchase Price shall not be reduced.

22. **MISCELLANEOUS:**

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

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

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

d. Purchaser's interest in this Agreement is not assignable without the prior written consent of the Seller.

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

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

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

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

i. Time is of the essence of this Agreement.

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

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

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

“PURCHASER”
White Bottom Properties, LLC

“SELLER”
City of Elkhart, Indiana
Department of Redevelopment

By: _____
Cory White, Member

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Purchaser's Address

229 S. Second Street, Elkhart, IN 46516

Purchaser's Taxpayer I.D. # _____

Exhibit A

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

Lot Numbered 31 as the said Lot is known and designated on the recorded Plat of Morehous
Addition to Elkhart, in Concord Township; said Plat being recorded in Plat Book 2, page 49 in
the Office of the Recorder of Elkhart County, Indiana.

Commonly known as: 1524 Frances Avenue, Elkhart, Indiana
Parcel No.: 20-06-09-303-010.000-012

Exhibit B

Renovations to be completed by White Bottom Properties, LLC in preparation for resale to owner occupant buyer may include but not limited to:

- 1. Repair of drywall damage, holes in ceilings.*
- 2. Full replacement of HVAC*
- 3. Inspection and repair of damaged wiring.*
- 4. Inspection and repair of damaged plumbing including water heater.*
- 5. Replacement of fuse box with breaker box.*
- 6. Installation of smoke detectors and carbon monoxide alarms.*
- 7. Decommissioning of fuel oil tank in back yard.*
- 8. Adding gutters and downspouts.*
- 9. Inspection and replacement of any other items needing attention.*
- 10. Repair or replacement of damaged flooring.*
- 11. Repair/replacement of 2 broken windows.*
- 12. Repair/replacement of interior and exterior doors and hardware.*
- 13. Adding appliances as needed.*
- 14. Renovating exterior accessed storage area to be interior bonus closet space or laundry service area.*
- 15. Repair/renovation of carport*
- 16. Landscaping*
- 17. Siding repair/replacement as needed.*
- 18. Cleaning, staging, and marketing to attract owner occupant buyers.*

RESOLUTION NO. 23-R-015

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE AGREEMENT FOR
PREMIER ARTS VACANT LOT IN 400 BLOCK OF SOUTH MAIN STREET

Whereas, the Commission has offered to purchase the vacant lot owned by Premier Arts, Inc. in the 400 block of S. Main (the "Property") as more fully described in the attached Purchase Agreement (the "Agreement") and the parties have submitted the Agreement to the Commission for final approval; and

Whereas, the Commission having obtained appraisals of the Properties and having determined that the negotiated price of \$200,000 is a fair price, and that the parcel is needed for redevelopment purposes and the Property should be acquired; and

Whereas, the Commission has reviewed the form of Purchase Agreement and finds the terms acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the purchase of the Property at the price of \$200,000.00 on the terms set forth in the attached Agreement.
2. The Commission approves the terms and conditions of the Purchase Agreement.
3. The Commission appropriates the sum of \$200,000.00 from the Downtown Allocation Area No. 1 Special Fund to cover the costs of acquisition, any inspections, environmental reviews, property surveys and closing costs which may be required prior to closing to be allocated between buyer and seller as provided in the Purchase Agreement at closing. Any surplus remaining to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement, and all other documents, and do all acts, which they deem necessary and desirable to complete the purchase.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 14th
DAY OF MARCH 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Listing Broker (Co.) BHHSNI (EL07) By Lori Snyder (EL1078)
Office code individual code
Selling Broker (Co.) BHHSNI (EL107) By Lori Snyder (EL1078)
Office code individual code



**PURCHASE AGREEMENT
(UNIMPROVED PROPERTY)**



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

1 Date: 03/14/2023
2

3 A. **BUYER:** City of Elkhart, Dept. of Redevelopment ("Buyer")
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions,
5 and conditions:
6

7 B. **PROPERTY:** The property ("Property") is known as 0000 S Main Vacant lot Main
8 in Concord Township, Elkhart County, ELKHART
9 Indiana, 46516 (zip code) legally described as: Parcel #20-06-05-476-003.000-012 ** Legal Attached

10 C. **PRICE:** Buyer will pay the total purchase price of (\$ 200,000.00)
11 two hundred thousand U.S. Dollars for the Property. If Buyer obtains an
12 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon
13 purchase price. If appraised value is less than the agreed upon purchase price Buyer retains the option to proceed
14 toward closing at the agreed upon purchase price. If Buyer is not willing or able to proceed at the agreed upon purchase
15 price then: 1) either party may terminate this Agreement; or 2) parties may mutually agree to amend the agreed upon
16 price.
17
18

19 D. **EARNEST MONEY:**

20
21 1. **SUBMISSION:** Buyer submits \$ -0- U.S. Dollars as earnest money which shall be
22 applied to the purchase price at closing. If not submitted with Purchase Agreement, earnest money shall be
23 delivered to Escrow Agent within hours days after acceptance of offer to purchase.
24 Escrow Agent to be Listing Broker Selling Broker Other NA Escrow Agent
25 shall, after acceptance of this Agreement and within two (2) banking days of receipt of the earnest money,
26 deposit the earnest money into its escrow account and hold it until time of closing the transaction or termination
27 of this Agreement. Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If
28 Buyer fails to timely submit Earnest Money to Escrow Agent as agreed to above, Buyer agrees Seller may
29 terminate this Agreement by serving a Notice of Termination to Buyer prior to Escrow Agent's receipt of the Earnest
30 Money.

31 2. **DISBURSEMENT:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker,
32 then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no
33 provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail
34 of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters into a
35 mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may
36 release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker
37 shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a
38 Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest
39 money). Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and
40 costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing
41 regulations.
42

43 E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**

- 44 1. **CASH:** The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer to
45 provide proof of funds submitted with offer within NA days of acceptance. If Buyer fails to timely
46 submit proof of funds, agrees Seller may terminate this Agreement by serving a Notice of Termination prior to
47 receiving the proof of funds. Purchaser will will not have an appraisal.
- 48 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
49 Conventional Insured Conventional Other:
50 first mortgage loan for _____ % of purchase price, payable in not less than _____ years,
51 with an original rate of interest not to exceed _____ % per annum and not to exceed _____
52 points. Buyer shall pay all costs of obtaining financing, except _____
53

0000 S Main Vacant lot Main, ELKHART, IN 46516
(Property Address)

54 Any inspections and charges, which are required to be made and charged to Buyer or Seller by the lender, FHA,
55 VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and
56 shall supersede any provisions of this Agreement. Buyer is is not using a down payment assistance program
57 that may require an inspection.
58

- 59 3. ASSUMPTION: (Attach Financing Addendum)
60
61 4. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)
62
63 5. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)
64

65 F. TIME FOR OBTAINING FINANCING:

- 66 1. APPLICATION: With _____ days after the acceptance of this Agreement, Buyer agrees to make written
67 application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance
68 of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in
69 cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**
70 2. APPROVAL: No more than _____ days after acceptance of this Agreement shall be allowed for obtaining loan
71 approval which shall include a completed appraisal, if required by lender, or mortgage assumption approval. If an
72 approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time
73 for this purpose is mutually agreed to in writing.
74

75 G. CLOSING:

- 76 1. DATE: The closing of the sale (the "Closing Date") shall be on or before 05/26/2023, or
77 within 30 days after Inspection period, whichever is later or this
78 Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than
79 the latest date above must be by mutual written agreement of the parties.
80 2. FEE: The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company
81 shall be paid by Buyer (included in allowance, if provided) Seller Shared equally.
82 3. CONTINGENCY: This Agreement:
83 is not contingent upon the closing of another transaction;
84 is contingent upon the closing of the pending transaction on Buyer's property located at _____
85 _____ scheduled to close by _____.
86 is contingent upon the acceptance of a Purchase Agreement on Buyer's property:
87 Addendum to Purchase Agreement First Right Contingency. See attached Addendum.
88 Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.
89 4. Conditions To Closing: Buyer's obligations under this Agreement are conditioned upon satisfaction of each
90 of the following items, unless waived by Buyer, within _____ days after acceptance of this Agreement:
91 is is not contingent upon buyer's ability to obtain necessary building permits;
92 is is not contingent upon buyer's ability to install a county approved septic system;
93 is is not contingent on buyer verifying the following are/will be available on site: city water natural
94 gas sanitary sewer electric.
95 5. GOOD FUNDS: Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
96 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse
97 in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000, U.S.
98 Dollars, or more shall be wired unconditionally to the closing agent's escrow account and all funds
99 under \$10,000, U.S. Dollars, from a single source shall be good funds as so defined by statute.
100 Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing agent's
101 escrow account for the closing of this transaction shall become an expense to the buyer and the actual
102 cost incurred shall appear on the closing statement.
103 6. WIRE FRAUD. If you receive any electronic communication directing you to transfer funds or provide nonpublic
104 personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR
105 TITLE COMPANY. Do not rely on telephone numbers provided in the electronic communication. Do not
106 respond until you verify the authenticity by direct communication with Broker or Title Company. Such
107 requests may be part of a scheme to steal funds or use your identity.
108 H. POSSESSION: The possession of the Property shall be delivered to Buyer at closing or within _____
109 days beginning the day after closing by _____ AM PM noon or on or before _____
110 if closed. All crops planted upon the Property prior to _____, shall belong to Seller,
111 and Seller shall have access to the Property for the purpose of harvesting crops. All other crops belong to Buyer.

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(Property Address)

- 112 1. **MAINTENANCE OF PROPERTY:** Seller shall maintain the Property in its present condition until its **possession** is delivered to
113 Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether
114 Seller has complied with this paragraph. **Seller shall remove all debris and personal property not included in the sale.**
115 2. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller,
116 including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at
117 Buyer's option, may either (a) **terminate this Agreement with prompt return of earnest money to buyer** or (b)
118 **elect to close the transaction**, in which event Seller's right to all real property insurance proceeds resulting from
119 such damage or destruction shall be assigned in writing by Seller to Buyer.
120 3. **UTILITIES/MUNICIPAL SERVICES:** Seller shall pay for all municipal services and public utility charges through the
121 day of **possession**.
122

123 I. **SURVEY:** Buyer shall receive a (check one) **SURVEYOR LOCATION REPORT**, which is a survey where corner
124 markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to closing;
125 **WAIVED**, no survey unless required by lender; at (Check one) **Buyer's expense (including in allowance, if provided)**
126 **Seller's expense** **Shared equally**. The survey shall (1) be received prior to closing and certified as of a current date, (2) be
127 reasonably satisfactory to Buyer, (3) show the location of all improvements and easements. If Buyer waives the right to
128 conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released from
129 any and all liability relating to any issues that could have been discovered by a survey. This release shall survive the
130 closing.
131

132 J. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's
133 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require
134 insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the
135 need for flood insurance and possible premium increases. Buyer **may** **may not** terminate this Agreement if the
136 Property requires flood insurance.
137

138 K. **BUILDING USE LIMITATIONS:** Buyer **may** **may not** terminate this Agreement if the Property is subject to building
139 or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property. Buyer
140 shall have _____ after acceptance of this Agreement to satisfy this contingency.
141

142 L. **INSPECTIONS: (Check appropriate paragraph number)**

143 Buyer has been made aware that independent inspections disclosing the condition of the property may be conducted and
144 has been afforded the opportunity to require such inspections as a condition of this Agreement.
145

146 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**

147 Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own examination
148 and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and
149 all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.

150 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** Buyer reserves the right to have
151 independent inspections. All inspections shall be:

152 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);

153 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by Buyer
154 within the following time periods.
155

156 **INSPECTION/RESPONSE PERIOD:**

157 A. **INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase Agreement.
158 Buyer shall have 60 days beginning the day following the date of acceptance of the Purchase Agreement
159 to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

160 B. **SCOPE OF INSPECTION:** Inspections may include but are not limited to the following: water, storm and waste
161 sewer, well/septic, soil analysis, site analysis, geotechnical, other: PHASE 1 at Cost to the SELLER*See Line 173 -183.

162 C. **ADDITIONAL INSPECTION:** If the **INITIAL** inspection report reveals any condition that requires further examination
163 or testing, then Buyer shall notify Seller in writing and have 30 **additional days from the deadline listed**
164 **above to order, receive and respond in writing to all inspection reports.**

165 D. **INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make a
166 written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall
167 be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other
168 party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not
169 an acceptance of the inspection response, whether or not granted. A reasonable time period to respond is required to
170 prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods include, but are
171 not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding
172 party to obtain additional opinions to formulate a response.

- 173 E. **IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
174 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
175 2. Give the Seller the opportunity to remedy the defect(s).
176 F. **SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's
177 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate
178 this Agreement or waive such defect(s) and the transaction shall proceed toward closing. Seller may terminate this
179 Agreement if Buyer chooses to further negotiate with subsequent Inspection Response(s).
180 G. **DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
181 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
182 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
183 the premises.
184 H. **PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or
185 routine maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this
186 agreement.
187 I. **INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all
188 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,
189 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and
190 other biological contaminants. This release shall survive the closing.

191
192 M. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with a title insurance commitment for the most current
193 and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or an
194 abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free
195 and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any
196 restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company,
197 at Buyer's request, can provide information about availability of various additional title insurance coverages and
198 endorsements and the associated costs.

199 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy
200 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance, if
201 provided) Seller Shared equally.

202 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy
203 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
204 allowance, if provided) Seller Shared equally Other _____

205
206
207
208 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
209 order the commitment immediately or other: _____

210
211
212 Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

213
214 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
215 and vendor's affidavit), so that marketable title can be conveyed.

216
217 N. **TAXES: (Check appropriate paragraph number)**

218 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on _____
219 _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property
220 payable before that date.

221
222 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the
223 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the
224 current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the
225 Closing Date.

226
227 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid taxes,
228 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates.
229 This shall be a final settlement.

230 P. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase
231 Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a
232 different date and/or time.

233
234 **Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and**
235 **delivery of such offer/Counter Offer.**
236

237 Q. **COMMUNITY ASSOCIATION ("Association"):** If the property is located in a community governed by a mandatory
238 homeowners association, the following must be provided by the Seller to Buyer within NA days after acceptance
239 of this Agreement, but not later than ten (10) days prior to closing pursuant to I.C. 32-21-5-8.5: 1. A disclosure that
240 the property is in a community governed by a homeowners association; 2) A copy of the recorded governing
241 documents; 3) a statement indicating there are assessments and the amount of any assessments; 4) The following
242 information about a board member, homeowners association agent, or other person who has a contract with the
243 homeowners association to provide any management services for the homeowners association: (A) the name. (B)
244 the business or home address. Brokers are not responsible for obtaining, verifying or interpreting this information. The
245 parties agree that Brokers and their companies shall be released and held harmless from any and all liability arising out
246 of or related to these documents.

247
248 If the Buyer does not make a written response to the documents within NA days after receipt, the documents shall be
249 deemed acceptable. In the event the Buyer does not accept the provisions in the documents and the provisions cannot
250 be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer
251 promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within NA days
252 after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for purposes
253 of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one
254 time reserve fees, if any, shall be paid by Buyer.
255

256 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**
257 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions**
258 **that could affect the Property.**
259

260 R. **PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS RECORDED PLATS AND EASEMENTS:** If the Property is
261 subject to and affected by certain recorded protective restrictions, covenants, limitations and easements ("Covenants"),
262 Seller shall furnish to Buyer a copy of the Covenants by the time evidence of title is provided. If the Property is in a recorded
263 subdivision, then Seller shall furnish to Buyer a copy of the recorded plat, amendments and replats.
264

265 S. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
266 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to
267 recover court costs and reasonable attorney's fees from the non-prevailing party.
268

269 T. **ENVIRONMENTAL REPRESENTATIONS OF SELLER.** To Seller's best knowledge, based on an inquiry of those
270 persons directly responsible for gathering the information, there does not currently exist any actual or potential contamination
271 of the soil, subsoil, ground water, or any other portion of the Property by any hazardous or toxic substance or their constituents,
272 or any underground tanks on the Property other than for the use of motor fuel or heating oil for use and consumption of
273 Seller on the premises, and no environmental filings have been made concerning the Property with any governmental
274 agency.
275

276 To Seller's best knowledge, based on an inquiry of those persons directly responsible for gathering information, Seller has
277 complied at all times with all applicable federal, state and local environmental laws and regulations.
278

279 U. **FAIR HOUSING.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race,
280 color, national origin, religion, sex, familial status, and disability. **Due to Fair Housing risks, Brokers will not prepare,**
281 **review, or submit personal information letters, including photographs, from Buyer to Seller.** The National Association
282 of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual orientation or gender
283 identity."
284

285 V. **MISCELLANEOUS:**

286 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association
287 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
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2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance. Broker is not responsible for providing or verifying this information.
 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
 4. The Indiana Sheriff's Sex Offender Registry exists (www.indianasheriffs.org) to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
 5. Conveyance of this Property shall be by general Warranty Deed, or by _____, subject to taxes; easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller will pay applicable tax obligation.
 7. Any notice required or permitted to be delivered, shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
 11. All rights, duties and obligations of the parties shall survive the passing of title to, or Property.
 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.
 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2) information regarding this transaction may be published in a listing service, Internet or other advertising media.
 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
 15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____.
 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

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W. FURTHER CONDITIONS AND ZONING REQUIREMENTS (List and attach any addenda): _____

Buyer shall notify seller within one (1) business day following the inspection period, if buyer wishes to terminate this agreement or needs to extend further another inspection period, this shall be in writing and not to extend past June 1, 2023.

Seller shall have the right to market and negotiate but not enter into any agreements with any party for the sale or lease of this property during the time period of the due diligence. Buyer and Seller both negotiate in good faith to finalize this agreement.

Legal Description ATTACHED

0000 S Main Vacant lot Main, ELKHART, IN 46516
(Property Address)

351 X. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that each has
352 received agency office policy disclosures, has had agency explained and now confirms all agency relationships. Buyer and
353 Seller further acknowledge that they understand and accept agency relationships involved in this transaction.

354
355 Y. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they
356 may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it
357 relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer,
358 environmental engineer, or other person, with experience in evaluating the condition of the Property.

359
360 Z. **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by _____ AM
361 PM Noon on 03/15/2023, this Purchase Agreement shall be null
362 and void and all parties shall be relieved and released of any and all liability or obligations.

363
364 This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed
365 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall
366 constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent forms,
367 amendments and addenda may be transmitted between them electronically or digitally. The parties intend that electronically
368 or digitally transmitted signatures constitute original signatures and are binding on the parties. The original documents shall
369 be promptly delivered, if requested.

370
371 **LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause,
372 the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other legal
373 and equitable remedies, which may include specific performance and additional monetary damages. All parties have the legal
374 duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to
375 perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages and/or
376 other legal remedies, which, as stated above, may include specific performance and monetary damages in addition to loss of
377 Earnest Money.

378
379 **By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt**
380 **of a signed copy.**

381 _____
382 _____
383 BUYERS SIGNATURE DATE BUYER'S SIGNATURE DATE
384
385 _____
386 PRINTED PRINTED

387
388 **SELLER'S RESPONSE: (Check appropriate paragraph):**
389
390 On _____ at _____ AM PM Noon

- 391
392 1. The above offer is Accepted.
393
394 2. The above offer is Rejected.
395
396 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the
397 Counter Offer.

398
399 **By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of**
400 **a signed copy.**

401 _____
402 _____
403 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE
404
405 Craig Gibson
406 PRINTED PRINTED

 Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is
restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #34. Copyright IAR 2023 

0000 S Main Vacant lot Main, ELKHART, IN 46516
(Property Address)

Exhibit "A"

File No. 511303945

A PART OF OUT LOT NUMBER TWENTY-TWO (22) AS THE SAID OUT LOT IS KNOWN AND DESIGNATED ON THE CORPORATION PLAT OF THE TOWN (NOW CITY) OF ELKHART; SAID PLAT BEING RECORDED IN DEED RECORD 27, PAGE 154 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

BEGINNING AT THE NORTHWESTERN CORNER OF SAID OUT LOT NUMBER TWENTY-TWO (22); THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID LOT ONE HUNDRED TWENTY-FOUR (124) FEET; THENCE SOUTHWARDLY PARALLEL WITH THE WEST LINE OF SAID LOT TWENTY-TWO (22) FEET; THENCE WESTWARDLY PARALLEL WITH THE NORTH LINE OF SAID LOT ONE HUNDRED TWENTY-FOUR (124) FEET; THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT TWENTY-TWO (22) FEET TO THE PLACE OF BEGINNING.

TRACT 2

BEGINNING AT A POINT IN THE WEST LINE OF SAID OUT LOT TWENTY-TWO (22) THAT IS TWENTY-TWO (22) FEET NORTHWARDLY FROM THE SOUTHWEST CORNER OF SAID OUT LOT; THENCE EASTWARDLY PARALLEL WITH THE SOUTH LINE OF SAID LOT, ONE HUNDRED TWENTY-FOUR (124) FEET; THENCE NORTHWARDLY PARALLEL WITH THE WEST LINE OF SAID LOT TWENTY-TWO (22) FEET; THENCE WESTWARDLY PARALLEL WITH THE SOUTH LINE OF SAID LOT ONE HUNDRED TWENTY-FOUR (124) FEET; THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT TWENTY-TWO (22) FEET TO THE PLACE OF BEGINNING.

TRACT 3

BEGINNING ON THE WEST LINE OF OUT LOT TWENTY-TWO (22) AT A POINT THAT IS FORTY-FOUR (44) FEET SOUTHWARDLY FROM THE NORTHWEST CORNER OF SAID OUT LOT; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID OUT LOT, ONE HUNDRED TWENTY-FOUR (124) FEET; THENCE SOUTHWARDLY PARALLEL WITH THE WEST LINE OF SAID OUT LOT TWENTY-TWO (22) FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID OUT LOT TO THE WEST LINE OF SAID OUT LOT; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID OUT LOT TO THE PLACE OF BEGINNING.

TRACT 4

BEGINNING ON THE SOUTH LINE OF SAID OUT LOT TWENTY-TWO (22) AT A POINT ONE HUNDRED TWENTY-FOUR (124) FEET EAST FROM THE SOUTHWEST CORNER OF SAID OUT LOT; THENCE EAST ON THE SOUTH LINE OF SAID OUT LOT FORTY-FIVE (45) FEET; THENCE NORTHWARDLY PARALLEL WITH THE WEST LINE OF SAID OUT LOT TO THE NORTH LINE OF SAID OUT LOT; THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID OUT LOT FORTY-FIVE (45) FEET; THENCE SOUTHWARDLY TO THE PLACE OF BEGINNING.

RESOLUTION NO. 23-R-116

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CONTRACT FOR ASBESTOS SERVICES FOR 1025-45 S. MAIN

Whereas, the Commission owns the real estate at 1025, 1027, 1035, 1037, 1039 and 1045 South Main Street (the "Property"), on which it plans to demolish the improvements, and requires an asbestos survey of the building(s) to be demolished (the "Services"); and

Whereas, the City has selected A&G Environmental Solutions LLC ("A&G") as its approved supplier for asbestos survey services as and when needed by the City, and the Commission has determined to use A&G to perform the Services in accordance with that standing arrangement and the standard form of Contract; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve A&G as the service provider for the Property and appropriate the funds to cover the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of A&G to provide the Services for the Property.
2. The Commission authorizes the Officers to execute and deliver the standard form of Contract for Services customarily provided by A&G.
3. The Commission appropriates of \$4350.00 to cover the cost of the Services from the Allocation Area No. 1 Special Fund.
4. The Officers of the Commission are authorized and directed to perform all acts and enter such Agreements as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF MARCH 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 2/21/23
Re: 1000 Block South Main Asbestos Inspection

Attached is the proposal for asbestos inspections for the buildings in the 1000 block of South Main the Commission owns. Once results are back from the inspections, I will present the cost for remediation. The asbestos would need remediated before demo can occur, which I hope to have scheduled early summer.

A&G ENVIRONMENTAL SOLUTIONS LLC

*A&G Environmental Solution's LLC.
12191 North Woodland Acres Drive
Syracuse, Indiana 46567*

*Gordon White
(574) 780-7402*

February 20th, 2023

Client: City of Elkhart
229 S. 2nd Street
Elkhart, IN 46516

Referenced Project: (A&G Ref #230222)
City of Elkhart
6 Commercial Structures
1025, 1027, 1035, 1037, 1039, & 1045 S. Main Street
Elkhart, IN 46516

Dear: Ladies & Gentlemen

A&G Environmental Solutions LLC. proposes to follow all Local, federal (EPA) and state (IDEM) guidelines, to furnish all materials, and to perform all necessary labor and tasks to complete the project.

SCOPE OF WORK :

- ◆ A&G will complete a Asbestos building inspection to identify all suspect ACM and Presumed ACM within the interior and exteriors of the structures as required by the National Standards for Hazardous Air Pollutants (NESHAP).
- ◆ A&G will take up to 40 samples in total for Commercial Asbestos Survey. Any additional samples over the original 40 will be charged at a rate of \$25 per sample.

A&G ENVIRONMENTAL SOLUTIONS LLC

Total Per Inspection _____ **\$750.00**

Total Per 6 Inspection's _____ **\$4,350.00**

The following items are NOT included in our scope of work:

- ◆ Replacement of any removed pipe insulation materials, ect.

All payments shall be paid to A&G Environmental Solutions LLC. with in 30 days of the date on the invoice submitted to the Client from A&G Environmental Solutions LLC. A finance charge of 1.8% per month will be added to all past due accounts.

A&G Environmental Solutions LLC. shall commence rendering the services at a time mutually and reasonably agreed upon by the parties and shall continue in effect until all amounts due and owing to A&G Environmental Solutions LLC. have been paid.

I understand that this Scope of Work Agreement is subject to the A&G Environmental Solutions LLC. Terms and Conditions. I have read, understand and accept the A&G Environmental Solutions LLC. Terms and Conditions attached hereto:

RESOLUTION NO. 23-R-017

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING SITE STATUS LETTER AND RESTRICTIVE COVENANT AGREEMENT ON FEDERAL PRESS SITE AT 511 DIVISION STREET

Whereas, the Indiana Department of Environmental Management (“IDEM”) has issued a Site Status Letter on the Federal Press site at 511 Division Street (the “Letter”) which provides that certain contaminants found on the site will not pose an unacceptable risk to human health at the detected concentrations provided the land use restriction contained in the Environmental Restrictive Covenant (the “Covenant”), a copy of which is attached hereto for approval by the Commission, is implemented and maintained and placed of record in the Office of the Elkhart County Recorder; and

Whereas, the Commission has reviewed the Covenant and believes it is in the best interest of the City and its inhabitants to approve the Letter and Covenant and authorize their recording and filing.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Letter and Covenant and restrictive use provisions set forth therein.
2. The Commission authorizes the execution and delivery of the Covenant by its President.
3. The Commission directs the staff to record the Covenant and all exhibits thereto in the Office of the Recorder of Elkhart County, Indiana, and to provide a copy of such recorded document to IDEM.
4. The Officers of the Commission are hereby authorized to execute and deliver all other Documents, and do all acts, which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 14th DAY OF MARCH 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this ____ day of _____, 202__, by City of Elkhart, Indiana ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Elkhart, Indiana, which is located at 511 Division Street in Elkhart and more particularly described in the attached **Exhibit "A"** ("Real Estate"), which is hereby incorporated and made a part hereof. The Real Estate was acquired by deed on October 24, 2013, and recorded on October 28, 2013, as Deed Record 2013-26166, in the Office of the Recorder of Elkhart County, Indiana. The Real Estate is comprised of three parcels of land totaling approximately 0.711 acre. The portion of the Real Estate to which this Covenant applies (the "Brownfield Parcel") is the 0.63 acre parcel (of the three parcels) identified by the State by parcel identification number 20-06-04-355-011.000-012. The Brownfields Parcel (the portion of the Real Estate to which this Covenant applies) is depicted on a map attached hereto as **Exhibit "B"**.

WHEREAS: A Site Status Letter, a copy of which is attached hereto as **Exhibit "C"**, was prepared and issued by the Indiana Department of Environmental Management ("the Department" or "IDEM") pursuant to the Indiana Brownfields Program's ("Program") recommendation at the request of the Owner to address the redevelopment potential of the Real Estate which is a brownfield site resulting from a release of hazardous substances relating to historical operations on the Real Estate, Program site number BFD #4070902.

WHEREAS: The Site Status Letter, as approved by the Department, provides that certain contaminants of concern ("COCs") were detected groundwater on the Brownfield Parcel of Real Estate and on parcel #20-06-04-503-010.000-012, which adjoins the Real Estate, but will not pose an unacceptable risk to human health at the detected concentrations provided that the land use restriction contained herein is implemented and maintained to ensure the protection of public health, safety, or welfare, and the environment. The COCs are 1-methylnaphthalene, 2-methylnaphthalene, and naphthalene in groundwater.

WHEREAS: Soil, groundwater, and soil gas on the Real Estate were sampled for volatile organic compounds ("VOCs"), polycyclic aromatic hydrocarbons ("PAHs"), and/or Resource Conversation and Recovery Act ("RCRA") metals. Investigations detected levels 1-methylnaphthalene, 2-methylnapthalene, and naphthalene above their respective groundwater published levels ("GWPLs") established by IDEM in the *Risk-based Closure Guide* (R2) (July 8, 2022). Groundwater analytical results above applicable R2 published levels are summarized on Table 1 attached hereto as **Exhibit "D"**. A site map, attached hereto as "**Exhibit E**", depicts sample locations on the Real Estate or in the vicinity of the Real Estate at which the COCs were detected in groundwater above applicable R2 published levels.

WHEREAS: Notwithstanding the detections of COCs above R2 published levels, IDEM approved conditional residential closure of environmental conditions on the Real Estate under the R2 since: (1) all underground storage tanks ("USTs") have been removed from the subsurface of the Real Estate; (2) the EPA ProUCL calculations for benzo(a)pyrene and arsenic in soil were determined to be below their respective residential soil published levels ("RSPLs"); (3) no contaminants were detected in soil gas samples; (4) potable water will be provided to the Real Estate by a municipal source; and, (5) potential exposure to the detected groundwater contamination can be addressed through a land use restriction. Therefore, environmental conditions on the Real Estate meet applicable residential cleanup criteria in the R2 so long as the land use restriction required by this Covenant is maintained.

WHEREAS: Environmental reports and other documents related to the Real Estate are hereby incorporated by reference and may be examined at the Public File Room of the Department, which is located in the Indiana Government Center North at 100 N. Senate Avenue, 12th Floor East, Indianapolis, Indiana. The documents may also be viewed electronically by searching the Department's Virtual File Cabinet on the Web at: <https://www.in.gov/idem/legal/public-records/virtual-file-cabinet/>.

NOW THEREFORE, City of Elkhart, Indiana subjects the Brownfield Parcel of the Real Estate (parcel identification number 20-06-04-355-011.000-012) to the following restriction and provisions, which shall be binding on City of Elkhart, Indiana and all future owners:

I. RESTRICTION

1. Restriction. The Owner and all future owners:
 - (a) Shall not use or allow the use or extraction of groundwater on the Brownfield Parcel of the Real Estate for any purpose, including, but not limited to, human or animal consumption, gardening, industrial processes, or agriculture, without prior Department approval, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.

II. GENERAL PROVISIONS

2. Restrictions to Run with the Land. The restriction and other requirements described in this Covenant shall run with the land and be binding upon and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control ("Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Real Estate by any person shall limit the restriction set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.

3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of determining whether the land use restriction set forth in paragraph 1 above is being properly maintained (and operated, if applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment. This right of entry includes the right to take samples, monitor compliance with the remediation work plan (if applicable), and inspect records.
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances) the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20___, RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY ON _____, 20___, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and include (a) a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if the instrument has been recorded, its recording reference(s), and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate the Department if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, the Department shall have the right

to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restriction shall apply until the Department determines that contaminants of concern on the Real Estate no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Elkhart County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner from complying with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:
City of Elkhart, Indiana
Elkhart Redevelopment Commission
229 S. Second Street
Elkhart, Indiana 46516
ATTN: Adam Fann

To Department:
Indiana Brownfields Program
100 N. Senate Avenue, Rm. 1275
Indianapolis, Indiana 46204
ATTN: Jean Krueskamp

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

EXHIBIT A

Corporate Warranty Deed for the Real Estate

2013-26166

ELKHART COUNTY RECORDER
JERRY I. WEAVER
FILED FOR RECORD ON
AS PRESENTED
10/28/2013 12:35 PM



Tax ID Nos. 20-06-04-355-011.000-012
20-06-04-355-010.000-012
20-06-04-355-009.000-012

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH THAT

RG Division Real Estate, Inc., a corporation organized and existing under the laws of the State of Indiana

CONVEYS AND WARRANTS TO

City of Elkhart, Indiana, for the benefit of its Department of Redevelopment, a municipal corporation, for Ten Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Elkhart County, in the State of Indiana, to-wit:

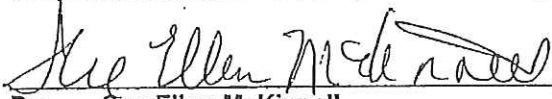
SEE ATTACHED EXHIBIT "A"

Subject to Real Estate taxes now due and payable and thereafter.
Subject to covenants, restrictions and easements of record.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly authorized to act for the Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Grantor has executed this deed this 24th day of October, 2013.

RG Division Real Estate, Inc., an Indiana corporation

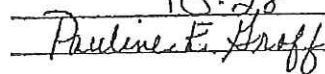

By: Sue Ellen McKinnell
Title: President

DISCLOSURE FEE NOT REQUIRED

MTC File No.: 13-16448(CWD)

Page 1 of 4

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

10-28 2013
 AUDITOR
4832
TRANSFER FEE 15
PARCEL NO. ✓

790

State of Indiana, County of Elkhart ss:

Before me, a Notary Public in and for said County and State, personally appeared Sue Ellen McKinnell, President of RG Division Real Estate, Inc., an Indiana corporation who acknowledged the execution of the foregoing Deed for and on behalf of said Grantor, and who having been duly sworn, stated that the representations contained therein are true.

WITNESS, my hand and Seal this 24th day of October, 2013.

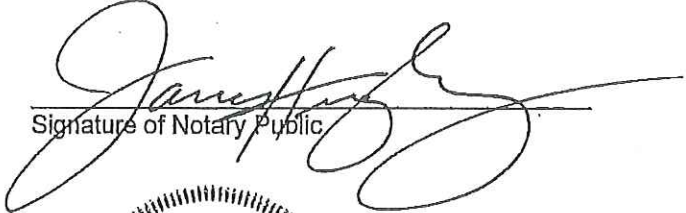
My Commission Expires: _____

Printed Name of Notary Public

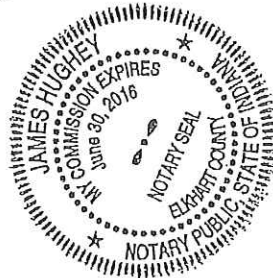
Notary Public County and State of Residence

This instrument was prepared by:
Andrew T. McGuire, Attorney-at-Law #25941-71
202 S. Michigan Street, Ste. 300, South Bend, IN 46601

Property Address:
511 Division Street
Elkhart, IN 46516



Signature of Notary Public



Grantee's Address and Mail Tax Statements To:
229 S. Second Street
Elkhart, IN 46516

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. Andrew R. Drake

EXHIBIT A

All of that part of Lot Numbered 22 in S.M. Beeson's Addition to the City of Elkhart, said Plat being recorded in Deed Record 31 page 457 in the Office of the Recorder of Elkhart County, Indiana, lying Northwesterly of a line which is parallel with and 18 feet Northwesterly by radial measurement from the centerline of the main Track of the E. & W. Railroad, a branch of the Penn Central Railroad Company and, also, All that portion of Lot 23 in said Addition, lying Northwesterly of a line which is parallel with and 18 feet Northwesterly by radial measurements from the centerline of said main Track of the E. & W. Railroad Company, and Southeasterly of a straight line, which extends from a point on the South line of said Lot 23, said point being 40 feet West of the Southeast corner of said Lot 23 to a point in the East line of said Lot 23, said point being 55 feet North of said Southeast corner of Lot 23. Also the South 1/2 of the vacated alley lying North and adjacent to said property.

ALSO: Lots Numbered 47, and the Easterly 22 feet of Lot Numbered 46 as the said Lots are known and designated on the recorded Plat of S.M. Beeson's Addition to the City of Elkhart, said Plat being recorded in Deed Record 31, page 457 in the Office of the Recorder of Elkhart County, Indiana. Also the North 1/2 of the vacated alley lying South and adjacent to said property.

ALSO: 44 feet off the West side of Lot Numbered 46 as the said Lot is known and designated on the recorded Plat of S.M. Beeson's Addition to the City of Elkhart, said Plat being recorded in Deed Record 31, page 457 in the Office of the Recorder of Elkhart County, Indiana. Also the North 1/2 of the vacated alley lying South and adjacent to said property.

ALSO: The West 32 feet of Lot 48 as the said Lot is known and designated on the recorded Plat of S.M. Beeson's Addition to the City of Elkhart, said Plat being recorded in Deed Record 31, page 457 in the Office of the Recorder of Elkhart County, Indiana. Also the North 1/2 of the vacated alley lying South and adjacent to said property.

ALSO: A part of the East 1/2 of Lot Numbered 45 as the said Lot is known and designated on the recorded Plat of S. M. Beeson's Addition to the City of Elkhart, said Plat being recorded in Deed Record 31, page 457 in the Office of the Recorder of Elkhart County, Indiana, and being more particularly described as follows:

Beginning 36 feet East of the Northwest corner of Lot Numbered 45; thence South parallel with the West line of said Lot, 90 feet; thence West parallel with the North line of said Lot, 3 feet; thence South parallel with the West line of said Lot, to the South line of said Lot; thence East to the Southeast corner of said Lot 45; thence North to the Northeast corner of said Lot; thence West to the place of beginning. Also the North 1/2 of the vacated alley lying South and adjacent to said property.

ALSO: A part of Lot Numbered 45 as the said Lot is known and designated on the recorded Plat of S. M. Beeson's Addition to the City of Elkhart, said Plat being recorded in Deed Record 31, page 457 in the Office of the Recorder of Elkhart County, Indiana, and being more particularly described as follows:

Beginning at the Northwest corner of said Lot Numbered 45; thence East 36 feet; thence South parallel with the East line of Monroe Street, 90 feet; thence West parallel with Division Street, 36 feet; thence North to the place of beginning.

ALSO: The West ½ of Lot Numbered 45 as the said Lot is known and designated on the recorded Plat of S.M. Beeson's Addition to the City of Elkhart, Indiana, said Plat being recorded in Deed Record 31, page 457 in the Office of the Recorder of Elkhart County, Indiana, Also the North 1/2 of the vacated alley lying South and adjacent to said property.

EXCEPTING: the North 90 feet thereof.

EXCEPTING THEREFROM THE FOLLOWING:

A part of Lot Numbered 45 as the said Lot is known and designated on the recorded Plat of S.M. Beeson's Addition to the city of Elkhart, Elkhart County, Indiana; said Plat being recorded in Deed Record 31, page 457 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Beginning at a point on the Westerly line of said Lot that is 25 feet Southerly from the Northwesterly corner of said Lot; thence Northwardly along the Westerly line of said Lot, 25 feet to the Northwesterly corner of said Lot; thence Easterly along the Northerly line of said Lot, 25 feet; thence Southwardly to the place of beginning.

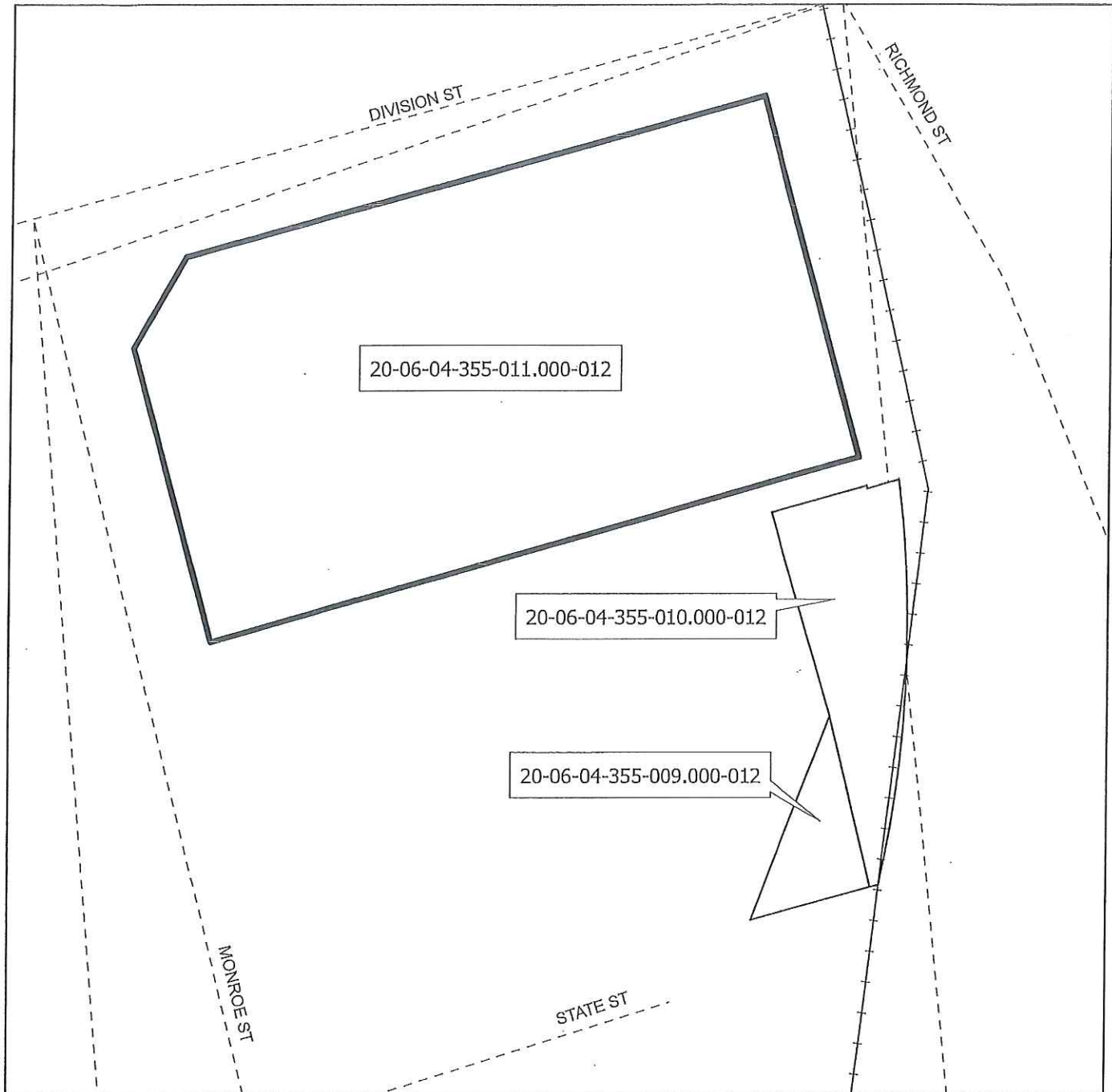
Rights and benefits of ingress and egress as created in a Quit-Claim and Grant of Easement dated September 24, 1971 and recorded October 30, 1971 in Deed Record 317, page 215 in the Office of the Recorder of Elkhart County, Indiana, Indiana.

Rights and benefits of ingress and egress as created in a Quit-Claim and Grant of Easement dated August 27, 1971 and recorded October 30, 1971 in Deed Record 317, page 212 in the Office of the Recorder of Elkhart County, Indiana..

EXHIBIT B

Map of the Real Estate

Indiana Brownfields Program Number 4070902 - Real Estate



Mapped By: Vickey Robinson, GIS & Digital Services Specialist, Indiana Brownfields Program, February 14, 2023

Real Estate: Corporate Warranty Deed – Instrument Number 2013-26166
Recorded 10/28/2013

Parcel Info: The Real Estate consists of Parcel Identification Numbers:
20-06-04-355-009.000-012 20-06-04-355-010.000-012
20-06-04-355-011.000-012

Brownfield Parcel: The Brownfield Parcel consists of Parcel Identification Number:
20-06-04-355-011.000-012

PLSS Info: Section 04, T37N, R5E, Concord Township, Elkhart County, Indiana

Property Info: 511 Division St, Elkhart, Indiana

Disclaimer: This Map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purpose.

	REAL ESTATE		STREET
	BROWNFIELD PARCEL		RAILROAD

Elkhart County

Project Area

EXHIBIT C

Copy of the Site Status Letter



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Brian C. Rockensuess
Commissioner

March 1, 2023

Adam Fann
City of Elkhart
Elkhart Redevelopment Commission
229 South 2nd Street
Elkhart, IN 46516

Re: **Site Status Letter**
Federal Press
511 Division Street
Elkhart, Elkhart County
Brownfield #4070902

Dear Mr. Fann:

In response to a request by Metric Environmental, LLC (Metric) on behalf of the City of Elkhart to the Indiana Brownfields Program (Program) for assistance concerning the property located at 511 Division Street, Elkhart (Site), the Indiana Department of Environmental Management (IDEM) has agreed to provide this Site Status Letter to clarify IDEM's position on the necessity of an environmental response action at the Site. This letter is not a legal release from liability. It will, however, help to establish whether environmental conditions at the Site might be a barrier to redevelopment or property transfer.

As part of the request for assistance in determining any existing environmental contamination and potential liability to undertake response activities at the Site, Program staff have reviewed the following documents, prepared by Metric unless otherwise noted. These documents may be viewed electronically by searching online by the noted document number in IDEM's Virtual File Cabinet (VFC) accessible through IDEM's website.

- *Underground Storage Tank Closure*, dated April 26, 1993, prepared by Safety & Environmental Resources, Inc. (Document #43839659)
- *Phase I Environmental Site Assessment*, dated February 14, 2011, prepared by Bruce Carter Associates, LLC Environmental (Document #83371605)
- *Phase II Environmental Site Assessment*, dated August 13, 2020 (Document #83046945)
- *Further Site Investigation*, dated June 21, 2022 (Document #83367350)
- *Further Site Investigation – Revised*, dated July 27, 2022 (Document #83367342)
- *Further Site Investigation – Chromium Speciation*, dated January 27, 2023, (Document #83423207)

- *Phase I Environmental Site Assessment*, dated February 7, 2023 (Document #83431153)

Site Description and History

The 0.63-acre Site is one parcel identified by the State by #20-16-04-355-011.000-012. The Site is currently vacant and covered with grass. The City of Elkhart acquired the Site in October 2013. The City of Elkhart plans to transfer the Site to LaCasa, Inc. (LaCasa), a Community Development Corporation. LaCasa plans to develop the Site with a two-story eight-unit apartment building located on the northwestern portion of the Site with associated paved parking to the south of the proposed building. A stormwater retention pond is proposed for the eastern portion of the Site.

The Site was first developed with three residences and one machine shop by at least 1927. Following construction, the machine shop was operated by Federal Press Co. as a foundry and metal fabrication shop. By 1975, the Site was occupied by Oakland Products, a division of Federal Press. By 1993, a welding shop began operations at the Site. Welding operations ceased in 2001 when the Site building was vacated and became utilized for storage. All buildings were demolished in 2014 and the Site has remained vacant since that time.

The Site is bounded by the following: to the north, Division Street followed by a dental office; to the east, Richmond Street followed by Ludwig Corner Park and the Elkhart River with Elkhart East High School beyond; to the south, commercial properties followed by a residential property; and to the west, Monroe Street followed by residential properties.

The Site is located in a designated Opportunity Zone which allows for preferential tax treatment of eligible investments designed to spur economic development and job creation in distressed communities.

Historical Environmental Conditions

Underground Storage Tank Closure – April 1993

One 4,000-gallon underground storage tank (UST) and two 1,000-gallon USTs utilized for fuel oil storage were removed from the Site in March 1993. The USTs were pumped via vacuum truck and cleaned prior to removal. Once the USTs were removed, they were rendered unusable by cutting 3 feet by 3 feet holes in each tank and transported to a steel reclaimer for processing. Ten soil confirmation samples were collected from the excavation pit and analyzed for total petroleum hydrocarbons (TPH). The soil analytical results were below the then-applicable IDEM guideline of 100 parts per million TPH¹. Groundwater was not evaluated during removal activities.

¹ As of July 9, 2012, IDEM no longer evaluates TPH in soil in its reviews or decisions of closure.

Environmental Conditions

For purposes of evaluating Site conditions for closure, sample analytical results were compared to IDEM's *Risk-based Closure Guide* (R2) (July 8, 2022) published levels as follows: soil samples collected at depths between 0 and 10 feet below ground surface (bgs) were compared to R2 residential and commercial soil published levels (RSPLs and CSPLs, respectively); soil samples collected between 0 and 15 feet bgs were compared to the excavation worker soil published levels (XSPLs); and, soil samples collected at depths greater than 15 feet bgs were not evaluated for purposes of closure because of the unlikely risk of exposure to soil at that depth. Groundwater samples were compared to groundwater published levels (GWPLs). Exterior soil gas samples were compared to R2 residential soil gas published levels (RSGPL), commercial soil gas published levels (CSGPL), and large commercial soil gas published levels (LCSGPLs) (if applicable).

Phase I Environmental Site Assessment – February 2011

The February 2011 Phase I ESA identified the following recognized environmental conditions (RECs) associated with the Site:

- Three fuel oil USTs were removed in 1993. The closure samples were collected and analyzed for TPH only.
- Floor staining was observed during the Site reconnaissance in a former chemical storage room located in the southwestern portion of the Site building.
- A fume exhaust hood associated with a parts cleaner dip tank was observed in the northeastern portion of the Site building.
- Floor staining in other areas of the building were observed during the Site reconnaissance.
- An overhead crane was observed, which may have a potential for leaking oil.
- A floor drain was present in the south-central portion of the building.

Phase II Environmental Site Assessment – August 2020

In June 2020, four soil borings (SB-01 through SB-04) were advanced on-Site and five soil borings (SB-05 through SB-09) were advanced off-Site to the east and south to a maximum depth of 21 feet bgs. Soil boring locations were selected based on proximity to the RECs identified in the February 2011 Phase I ESA. Two soil samples were collected from each soil boring and analyzed for volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), and Resource Conservation and Recovery Act (RCRA) metals. Soil analytical results detected concentrations of arsenic and chromium² above their respective RSPLs. No other constituents analyzed in soil

² Chromium was not speciated between trivalent chromium (chromium III) and the more toxic hexavalent chromium (chromium VI); IDEM, in the most conservative approach, compared the analytical results to the chromium VI RSPL.

were detected at levels above applicable R2 published levels. Refer to Table 1, below, for a summary of soil analytical data above applicable R2 published levels.

TABLE 1
June 2020 Soil Concentrations Exceeding
Applicable IDEM R2 Published Levels

Sample Location (Depth bgs)	Contaminant Detected & Results (parts per million (ppm))	
	Arsenic	Chromium [^]
FB-SB-01 (2'-4')	12.91	24.823
FB-SB-02 (1'-3')	7.091	14.177
FB-SB-03 (2'-4')	7.029	10.414
FB-SB-04 (1'-3')	6.097	9.680
FB-SB-05 (1'-3')	10.059	10.528
FB-SB-06 (2'-4')	12.88	19.386
FB-SB-07 (1'-3')	6.409	10.413
FB-SB-08 (1'-3')	11.750	13.987
FB-SB-09 (2'-4')	10.625	17.589
RSPL	10	4
CSPL	30	60
XSLP	900	3,000

Notes: **bold** = above R2 Residential Soil Published Level
 bgs = below ground surface
[^] = chromium was not speciated between trivalent chromium (chromium III) and the more toxic hexavalent chromium (chromium VI); IDEM, in the most conservative approach, compared the analytical results to the chromium VI RSPL.

Groundwater was encountered between approximately 15 and 17 feet bgs. Temporary piezometers were installed at each soil boring location for groundwater sampling. Groundwater samples were collected and analyzed for VOCs, PAHs, and RCRA metals. Groundwater analytical results detected concentrations of 1-methylnaphthalene, 2-methylnaphthalene, and naphthalene above their respective GWPLs. No other constituents analyzed in groundwater were detected at levels above applicable R2 published levels. Refer to Table 2, below, for a summary of groundwater analytical data above applicable R2 published levels.

TABLE 2
June 2020 Groundwater Concentrations Exceeding the
IDEM R2 Published Level

Contaminant Detected	Sample Location & Results (parts per billion (ppb))		GWPL
	FP-GW-01	FP-GW-06	
1-Methylnaphthalene	64.4	15.9	10
2-Methylnaphthalene	69.6	<1.0	40
Naphthalene	91.4	6.51	1

Notes: **bold** = above R2 Groundwater Published Level

Further Site Investigation Report – June 2022

In May 2022, nine soil borings (SB-30 through SB-35 and SB-37 through SB-39) were advanced on-Site and one soil boring (SB-36) was advanced off-Site to the east. Nine of the soil borings (SB-30 through SB-38) were advanced via hand auger to a maximum depth of six inches bgs. One soil sample was collected from each of the shallow borings and analyzed for VOCs, PAHs, per- and polyfluoroalkyl substances (PFAS), and RCRA metals. The tenth soil boring (SB-39) was advanced via hand auger to a maximum depth of four feet bgs in the vicinity of 2011 soil boring SB-07. Three soil samples were collected from SB-39 and analyzed for VOCs, PAHs, PFAS, and RCRA metals. Soil analytical results detected concentrations of benzo(a)pyrene and chromium³ above their respective RSPLs. No other constituents analyzed in soil were detected at levels above applicable R2 published levels. Refer to Table 3, below, for a summary of soil analytical data above applicable R2 published levels.

Soil analytical results detected concentrations of perfluoroundecanoic acid (PFAA). IDEM currently does not have a published level for PFAA. At this time, EPA has only established a drinking water lifetime health advisory (LHA) level for PFOA and PFOS compounds, separately or combined, of 70 ppt and adopted by IDEM. PFOA and PFOS, separately or combined, were not detected at levels above the EPA LHA level. Per- and polyfluoroalkyl substances (PFAS) are not currently classified as hazardous substances under CERCLA for screening criteria of three specific PFAS compounds. Therefore, at this time the analytical results pertaining to PFAS are provided for informational purposes only.

In May 2022, three soil borings (SB-40 through SB-42) were advanced at the locations of previous soil borings SB-06, SB-02, and SB-05 to a maximum depth of 21 feet bgs and completed as one-inch piezometer wells. The 1-inch diameter piezometers were installed for the purpose of gathering potentiometric groundwater surface data (only) since no groundwater samples were collected during the May 2022 sampling event.

³ Chromium was not speciated between chromium III and the more toxic chromium VI; IDEM, in the most conservative approach, compared the analytical results to the chromium VI RSPL.

Two soil borings (SG-SB-01 and SG-SB-02) were advanced to a maximum depth of six feet bgs for the purpose of sampling soil gas. Sampling was achieved by soil gas equilibration with evacuated Summa canisters, each with a 6-liter sample capacity, that were utilized for the collection of two soil gas samples for VOCs analyses. No constituents analyzed in soil gas were detected at levels above applicable R2 published levels.

TABLE 3
May 2022 Soil Concentrations Exceeding
Applicable IDEM R2 Published Levels

Sample Location (Depth bgs)	Contaminant Detected & Results (parts per million (ppm))	
	Benzo(a)pyrene	Chromium [^]
SB-30 (0'-0.5')	0.38	13.0
SB-31 (0'-0.5')	6.5	13.0
SB-32 (0'-0.5')	1.1	13.0
SB-33 (0'-0.5')	0.28	11.0
SB-34 (0'-0.5')	0.36	15.0
SB-35 (0'-0.5')	0.56	12.0
SB-36 (0'-0.5')	0.82	13.0
SB-37 (0'-0.5')	2.2	12.0
SB-38 (0'-0.5')	0.84	11.0
SB-39 (0'-0.5')	0.33	7.8
SB-39 (2'-3')	<0.013	9.4
SB-39 (3'-4')	<0.013	15.0
RSPL	2	4
CSPL	20	60
XSPL	500	3,000

Notes: **bold** = above R2 Residential Soil Published Level
 bgs = below ground surface
[^] = chromium was not speciated between trivalent chromium (chromium III) and the more toxic hexavalent chromium (chromium VI).
 Therefore, IDEM, in the most conservative approach, compared the analytical results to the hexavalent chromium RSPL.

Further Site Investigation Report – Revised – July 2022

Water level measurements were collected from each piezometer well in May, June, and July 2022. Groundwater flow was determined to be east towards the Elkhart River. No additional new information was presented in the revised report.

Further Site Investigation Report – Chromium Speciation – January 2023

In December 2022, nine soil borings (SB-101 through SB-107) were advanced on-Site and one soil boring (SB-108) was advanced off-Site to a maximum depth of 18 feet bgs. Six of the borings (SB-103 through SB-108) were advanced via hand auger to a maximum depth of six inches bgs. Shallow soil boring locations were placed in proximity to previous sampling locations where analytical results detected concentrations of total chromium. Soil borings SB-101 and SB-102 were advanced at the locations of previous borings SB-41 and SB-42 to a maximum depth of 18 feet bgs. One soil sample was collected from each of soil boring and analyzed for total and hexavalent chromium. No constituents analyzed in soil were detected at levels above applicable R2 published levels.

Groundwater samples were collected from piezometer wells MW-40 through MW-42 and analyzed for total and hexavalent chromium (only). No constituents analyzed in groundwater were detected at levels above applicable R2 published levels.

Phase I Environmental Site Assessment – February 2023

The February 2023 Phase I ESA identified the following REC associated with the Site:

- Historical operations by the Federal Press Company included foundry and metal fabrication operations on-Site. Three fuel oil USTs were removed in 1993, for which the closure samples were analyzed for TPH only.

Technical Summary

While arsenic was detected in soil at concentrations above its RSPL, the concentrations are consistent with naturally occurring background levels in Indiana that can be found at concentrations which range from 2 parts per million (ppm) to 13 ppm. In addition, the calculated EPA ProUCL version 5.2 using all soil samples collected was determined to be 7.226 ppm, which is below the RSPL for arsenic of 10 ppm. Therefore, IDEM concludes there is no risk related to arsenic levels detected in on-Site soil. While total chromium was detected in soil above the chromium VI RSPL during multiple rounds of Site investigation, speciation of chromium in December 2022 indicated no concentrations of chromium VI above laboratory detection limits. Therefore, IDEM concludes that there is no risk related to total chromium levels detected in on-Site soil.

Benzo(a)pyrene was detected in soil at concentrations exceeding its RSPL. Although benzo(a)pyrene was detected in soil at concentrations above its RSPL, the calculated EPA ProUCL version 5.2 using all soil samples collected was determined to

be 1.646 ppm, which is below the RSPL for benzo(a)pyrene of 2 ppm. Therefore, the Program concludes that benzo(a)pyrene concentrations in on-Site soil present no threat to human health or the environment.

Groundwater sample analytical results detected 1-methylnaphthalene, 2-methylnaphthalene, and naphthalene above their respective GWPLs. Potential exposure to contaminants in groundwater can be addressed through an institutional control restricting the use of groundwater at the Site. In addition, potable water is supplied to the Site from a municipal source.

No constituents analyzed in soil gas were detected at levels above applicable R2 published levels. Therefore, vapor intrusion does not appear to be a concern at the Site.

Historical machine shop operations may have caused PFAS contamination on the Site. Soil analytical results detected concentrations of PFAA. At this time, EPA has only established a drinking water lifetime health advisory (LHA) level for PFOA and PFOS compounds, separately or combined, which is 70 ppt, which IDEM has adopted. PFOA and PFOS, separately or combined, were not detected at levels above the EPA LHA level. Per- and polyfluoroalkyl substances (PFAS) are not currently classified as hazardous substances under CERCLA and there are only screening criteria for three specific PFAS compounds. As emerging contaminants of concern, it is possible additional on-Site sampling for PFAS may be required in the future.

Technical Conclusion

Notwithstanding contaminants in soil and groundwater having been detected at levels above R2 residential published levels, IDEM can approve a conditional residential closure of environmental conditions at the Site under the R2 since: (1) all USTs have been removed from the subsurface of the Site; (2) the EPA ProUCL calculations for benzo(a)pyrene and arsenic in soil were determined to be below their respective RSPLs; (3) no contaminants were detected in soil gas samples; (4) potable water will be provided to the Site by a municipal source; and, (5) potential exposure to the detected groundwater contamination can be controlled with an institutional control.

IDEM has determined based on available data that Site conditions currently present no threat to human health or the environment and that so long as the Site is maintained to uphold the land use restriction discussed below, Site conditions satisfy the R2 for a conditional residential closure.

IDEM concludes, in part based on information provided by the City of Elkhart that:

- (1) No state or federal enforcement action at the Site is pending;
- (2) No federal grant requires an enforcement action at the Site;
- (3) No condition on the Site constitutes an imminent and substantial threat to human health or the environment;

- (4) Neither the City of Elkhart, nor an agent or employee of the City of Elkhart caused, contributed to, or knowingly exacerbated the release or threat of release of any hazardous substance or petroleum at the Site through an act or omission;
- (5) The City of Elkhart does not have any ownership interest in any entity that caused, contributed to, or knowingly exacerbated the release or threat of release;
- (6) There is no alternative basis for the City of Elkhart liability for historical contamination at the Site (e.g., liability as a generator) or by reason of the existence of a new source of contaminants on the Site; and,
- (7) Detected levels of contaminants at the Site meet conditional residential published levels established in IDEM's *Risked-based Closure Guide* (July 8, 2022).

Based on the information on known contaminant levels submitted to or otherwise reviewed by IDEM, IDEM concludes that current Site conditions do not warrant a response action at this time and does not plan to take a response action at the Site at this time. If IDEM later discovers that above-referenced reports or other information submitted to IDEM was inaccurate, or if any activities undertaken by an owner or operator exacerbate the Site contamination, then IDEM reserves the right to revoke this letter and pursue any responsible parties. Additionally, this determination does not apply to any contamination that is not described in this Site Status Letter or any future releases at the Site. Furthermore, this letter does not constitute an assurance that the Site is safe or fit for any particular use. Please be advised that any work performed at the Site must be done in accordance with all applicable environmental laws.

Since levels of 1-methylnaphthalene, 2-methylnaphthalene, and naphthalene detected in groundwater on-Site were above applicable R2 residential published levels, an environmental restrictive covenant (ERC) is required to be recorded on the deed for the Site to ensure no exposure to on-Site contamination. As a condition of the effectiveness of the Site Status Letter, IDEM is requiring land use restriction in the enclosed ERC, which are summarized below:

- Do not use or allow the use or extraction of groundwater at the Site.

In order for IDEM to consider this letter effective, the enclosed ERC, which includes a copy of the Site Status Letter, must be recorded on the deed for the Site in the Elkhart County Recorder's Office. Recording instructions are enclosed explaining the process of how to correctly record the ERC. Please return a certified copy of the filed document to the address listed below:

Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
ATTN: Jean Krueskamp

IDEM is pleased to assist the City of Elkhart with this request. Should you have any questions or comments, please contact Jean Krueskamp of the Indiana Brownfields Program at 317-234-3605 or by email at jkrueskamp@ifa.in.gov.

Sincerely,



Peggy Dorsey
Assistant Commissioner
Office of Land Quality

Enclosure (ERC)

cc: Brittney Nadler, U.S. EPA Region 5
Meredith Gramelspacher, Indiana Brownfields Program
Jean Krueskamp, Indiana Brownfields Program
Leah Thill, Michiana Area Council of Governments
Adam Fann, City of Elkhart
Joseph Brodowski, Metric Environmental, LLC
Karla McDonald, Metric Environmental, LLC
Elkhart County Health Department

EXHIBIT D

TABLE 1
Federal Press, Elkhart – BFD #4070902
June 2020 Groundwater Concentrations Exceeding the
IDEM R2 Published Level

TABLE 1
Federal Press, Elkhart – BFD #4070902
June 2020 Groundwater Concentrations Exceeding the
IDEM R2 Published Level

Contaminant Detected	Sample Location & Results (parts per billion (ppb))		GWPL
	FP-GW-01	FP-GW-06	
	On-Site	Off-Site	
1-Methylnaphthalene	64.4	15.9	10
2-Methylnaphthalene	69.6	<1.0	40
Naphthalene	91.4	6.51	1

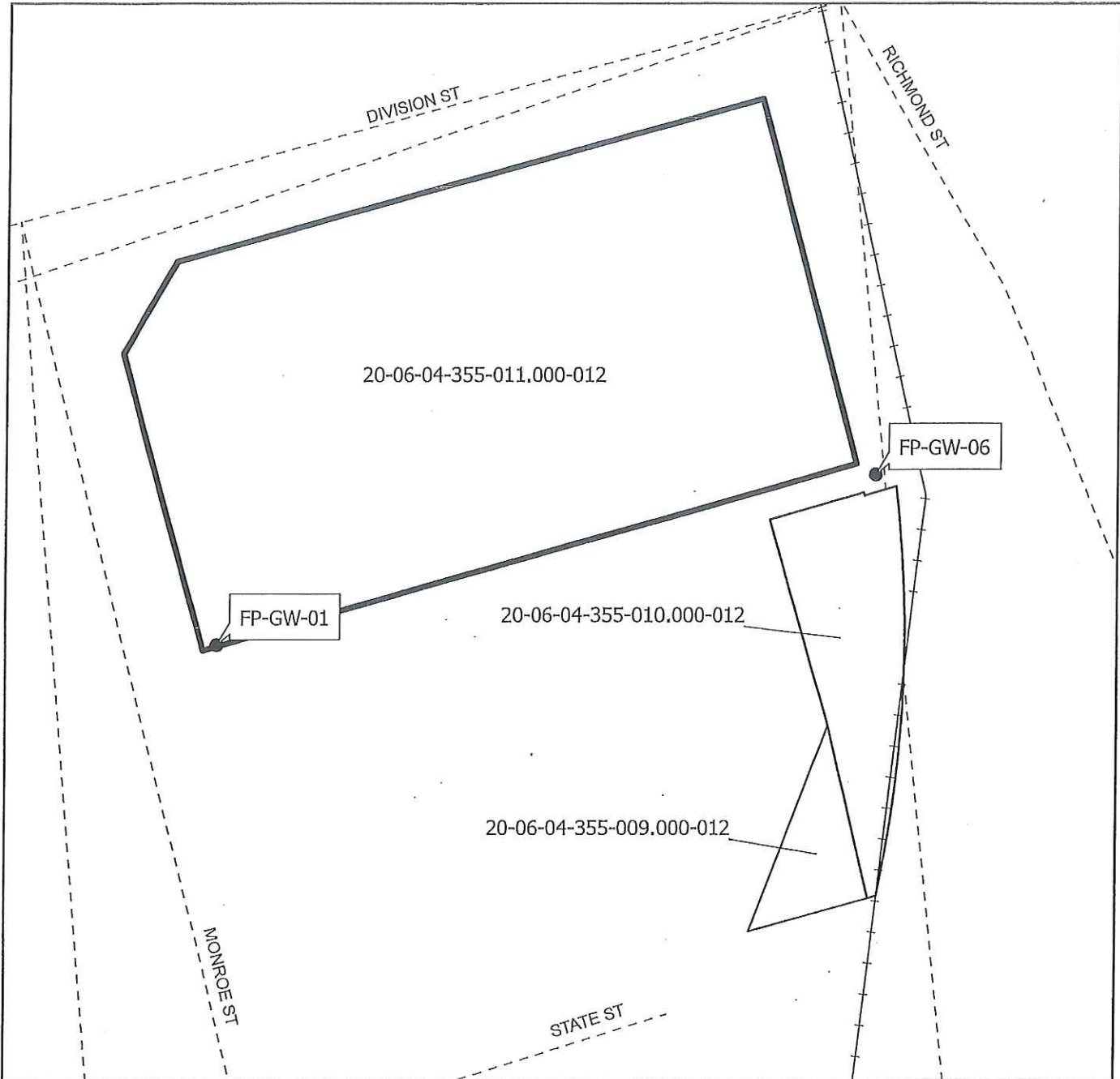
Note: **bold** = above R2 Groundwater Published Level

EXHIBIT E

Federal Press, Elkhart – BFD #4070902
Site Map Depicting Sampling Locations At Which
COCs Were Detected On The Real Estate And On Adjoining Parcel
#20-06-04-503-010.000-012 Above Applicable IDEM R2 Published Levels

DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Real Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remediating the environmental conditions on the Real Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Real Estate, nor can it be relied upon in the future as depicting environmental conditions on the Real Estate.

BFD 4070902- Site Map Depicting Sample Locations Where COCs Were Detected Above Applicable IDEM Risk-Based Closure Guide (R2) Published Levels



Mapped By: Vickey Robinson, GIS & Digital Services Specialist, Indiana Brownfields Program, February 14, 2023

Real Estate: Corporate Warranty Deed – Instrument Number 2013-26166 Recorded 10/28/2013

Parcel Info: The Real Estate consists of Parcel Identification Numbers:
20-06-04-355-009.000-012 20-06-04-355-010.000-012
20-06-04-355-011.000-012

Brownfield Parcel: The Brownfield Parcel consists of Parcel Identification Number:
20-06-04-355-011.000-012

Sample Info: Sample Locations based on "Exhibit 4B – Groundwater Analytical Results – PAHs" and "Exhibit 2 – Boring Locations" by Metric Environmental

PLSS Info: Section 04, T37N, R5E, Concord Township, Elkhart County, Indiana

Property Info: 511 Division St, Elkhart, Indiana

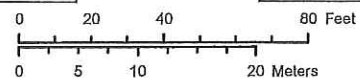
Disclaimer: This Map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purpose.

	SAMPLE LOCATION		STREET
	REAL ESTATE		RAILROAD
	BROWNFIELD PARCEL		

Elkhart County



Project Area



DO NOT RECORD THIS PAGE

Environmental Restrictive Covenant (ERC) Recording Instructions

PLEASE READ THE FOLLOWING STEPS CLOSELY BEFORE RECORDING YOUR IDEM-APPROVED ERC. IF YOU DO NOT FOLLOW THE STEPS BELOW CORRECTLY, IT IS LIKELY YOUR ERC WILL BE REJECTED BY IDEM WHEN IT REVIEWS THE RECORDED COPY YOU ARE REQUIRED TO PROVIDE THE AGENCY.

IF RE-FILING IS REQUIRED, THE COUNTY WILL CHARGE A FILING FEE AGAIN.

YOU ARE NOT DONE YET:

In order for IDEM to consider this Site Status Letter effective, the Owner **must** do the following:

1. Fill in the blanks in the ERC issued with your Site Status Letter, as indicated, and sign (completed document must be notarized upon execution). Do **not** fill in the blanks in the "Written Notice of the Presence of Contamination" clause (Section II, General Provisions No. 5) as this applies to future actions regarding interests in the property. **Please note:** The "instrument prepared by" line and the "declarant" located in Section V, Miscellaneous No. 16 should be executed by the authorized representative of the owner and/or attorney preparing the ERC for recording. Do NOT identify IDEM, Indiana Brownfields Program and/or the project manager as the person preparing the instrument or being the declarant.
2. If you are a new owner of the property, **remove any existing pages** behind the "Exhibit A" title page and insert the **new property deed** as "Exhibit A" to the ERC. The deed inserted as Exhibit A should match the document referenced in the first WHEREAS clause of the ERC and no prior deeds or legal descriptions should remain.
3. Insert a copy of your issued Site Status Letter as "Exhibit C" of the ERC.
4. Take the **original** ERC (**with all of its pages and exhibits**) to the Recorder's Office in the county where the property is located. **Do not make changes to the ERC issued with your Site Status Letter without prior approval from IDEM. (Removing an outdated deed from Exhibit A and replacing with a new deed is acceptable).** **Please note:** keep the document organized just as it was provided to you when presenting it to the Recorder's Office and do **not** transcribe or re-type the ERC prior to recording.
5. Request that the County Recorder record the ERC (**with all of its pages and exhibits**) as a **stand-alone document** and index it as a covenant. The County Recorder's stamp should appear on the recorded document. **Do not** record the ERC together with an ERC [Termination or Modification] if one has been issued; the ERC should receive its own Instrument Number.
6. Obtain an official copy of the recorded ERC; ensure the Instrument Number and date from the Recorder's stamp are visible on the copy you are provided.
7. Submit (either by mail or electronically) a **copy of the stamped/recorded ERC** (with all of its pages and exhibits) back to the Indiana Brownfields Program as evidence that the ERC has been properly recorded. Please send the recorded document to Tonya Keller at tokeller@ifa.in.gov or at the address listed below.

Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, Indiana, 46204

NOTE: Your Site Status Letter from IDEM is not effective until these steps are completed.

RESOLUTION NO. 23-R-018

RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF ELKHART, INDIANA
AUTHORIZING SALE OF REAL ESTATE PURSUANT
TO I.C. 36-7-14-22.6

WHEREAS, the Commission owns a tract of real estate located at 1560 ½ South Main Street in the City and County of Elkhart, (the "Property") which it desires to offer the Property for sale to abutting landowners, and which has an assessed value under \$6,000 and therefore no appraisals are required; and

WHEREAS, having determined that the highest and best use of the parcel to be offered is sale to an abutting landowner, the Commission now desires to authorize an offer to sell the Property, the legal description of which is attached hereto as Exhibit A, at the price specified herein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission now determines that the assessed value of the Property to be offered for sale is less than \$6,000, that the highest and best use of the Property is sale to an abutting landowner, and it is economically unjustifiable to sell the tract under I.C. 36-7-14-22.
2. The Commission now authorizes an offering price of One Thousand and No/100 Dollars (\$1,000.00) for the Property.
3. The officers and staff are directed to publish, and serve on all abutting landowners by certified mail, a notice in accordance with I.C. 5-3-1, not more than 10 days after the date hereof, identifying the offered Property by legal description, and, if possible, by key number and street address, including the offering price, and a statement that:
 - (a) the property may not be sold to a person who is ineligible under I.C. 36-1-11-16; and
 - (b) an offer to purchase the property submitted by a trust (defined under I.C. 30-4-1-1(a)) must identify each:
 - (i) beneficiary of the trust; and
 - (ii) settlor empowered to revoke or modify the trust.
 - (c) A bidding abutting landowner must agree to, within 180 days, incorporate the offered parcel into its existing lot thus creating a new zoning lot or consolidated taxable lot.
4. The officers and staff of the Commission are hereby authorized to negotiate the terms of such sale, in accordance with I.C. 36-7-14-22.6 (g) and (h), all subject to the final approval of the Commission at a public meeting. If the Offer is accepted, the officers and staff are authorized to close the sale at the earliest possible date.

ADOPTED BY MAJORITY VOTE OF THE COMMISSION ON THE 14th DAY OF MARCH,
2023.

CITY OF ELKHART, INDIANA
REDEVELOPMENT COMMISSION

By: _____
Sandra Schreiber, President

Attest: _____

By: _____
Alex Holtz, Secretary

EXHIBIT A

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

Parcel Number: 20-06-09-328-004.000-012

The Northeast One-half (NE ½) of Lot Number Eleven (11) as the said Lot is known and designated on the recorded Allendale Plat, an addition to the City of Elkhart, said Plat being recorded in Deed Record 98, page 226 in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as: 1560 ½ South Main Street, Elkhart, Indiana 46516.

NOTICE OF SOLICITATION OF OFFERS FOR THE
PURCHASE OF REAL PROPERTY
UNDER I.C. 36-7-14-22.6

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana is offering for sale the property commonly known as 1560½ South Main Street in the City and County of Elkhart, the legal description of which is:

Parcel Number: 20-06-09-328-004.000-012

The Northeast One-half (NE ½) of Lot Number Eleven (11) as the said Lot is known and designated on the recorded Allendale Plat, an addition to the City of Elkhart, said Plat being recorded in Deed Record 98, page 226 in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as: 1560 ½ South Main Street, Elkhart, Indiana 46516.

(H.I.)

The offering price is One Thousand and 00/100 Dollars (\$1,000.00). Offers should be submitted to the Department of Planning and Development, Municipal Building, 201 South Second Street, Elkhart, Indiana 46516, Attention: Adam Fann, within ten (10) days following the date of last publication.

The Commission has determined that the highest and best use of this property is a sale to an abutting landowner.

The property may not be sold to a person who is ineligible under IC. 36-1-11-16.

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

A bidding abutting landowner must agree to, within 180 days, incorporate the offered Parcel into the bidder's existing lot, thus creating a new zoning lot.

The Commission may reject any offers, may make award to the highest eligible offeror, and may negotiate the sale as provided in I.C. 36-7-14-22.6.

REDEVELOPMENT COMMISSION
CITY OF ELKHART, INDIANA

Sandra Schreiber, President

(TO ELKHART TRUTH: Publish 2 times, 1 week apart, with 1st publication no later than March 24, 2023.)

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 3/7/23
Re: Sale of Property to Adjacent Property Owners

The adjacent property owner at 1560 South Main Street has contacted staff to inquire about purchasing a parcel owned by the Commission; the parcel is the backyard of his home. The Commission acquired the parcel via tax sale in 2014. Staff asks the Commission offer the parcel to adjacent property owners for \$1,000.

RESOLUTION NO. 23-R-019

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING BAKER TILLY TIF SERVICES AND APPROPRIATING FUNDS

WHEREAS, The Commission has received and reviewed the attached TIF Management Services Proposal of Baker Tilly Municipal Advisors ("Baker") for their services related to TIF financing including DLGF neutralization calculations for taxes payable in 2023 and TIF Revenue Monitoring and Preparation of Annual TIF Reports (the "Proposal") and finds the scope of the Proposal proper and acceptable; and

WHEREAS, The Commission desires to employ Baker to provide 2023 services pertaining to the scope of work set forth in items A 1 and A 2 of the Proposal at an estimated cost of \$ _____ (the "2023 Services"); and

WHEREAS, it is necessary to appropriate the funds to enable the Controller to issue payment on the work as performed.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Baker, as needed and as requested, to perform the services outlined in the Proposal on an hourly rate basis and on the terms set forth in the Proposal.
2. The Commission approves the employment of Baker to perform the 2023 Services and appropriates the sum of \$ _____ .00 to be charged to and paid from each of the City's Tax Allocation Area Special Funds in the following percentages: Downtown Allocation Area No. 1, _____ %; Downtown Allocation Area No. 2, _____ %; Downtown Allocation Area No. 3, _____ %; Aeroplex, _____ %; Cassopolis Corridor, _____ %; Consolidated South Elkhart, _____ %; Tech Park, _____ %.
3. The Officers of the Commission are authorized to do execute such agreements and do all acts as they deem necessary and appropriate in furtherance hereof.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF MARCH 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

RESOLUTION NO. 23-R-020

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING ANNUAL REPORT FOR 2022

WHEREAS, The Department of Redevelopment is required to file an Annual Report of its activities in the preceding calendar year with the City's Executive and fiscal bodies by April 15 of each year, and electronically with the Indiana Department of Local Government Finance (the "Report"); and

WHEREAS, the Commission has reviewed the 2022 Annual Report and desires to approve it for submission.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the 2022 Annual Report and authorizes its issuance.
2. The Commission authorizes its officers and staff to submit the Report to the Mayor, Common Council and Department of Local Government Finance, and any other appropriate bodies, and to do all acts which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF MARCH 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary



Redevelopment Commission Annual Report 2022

January

- The Commission approved a purchase agreement for FEMA flood damage properties (173 North 6th Street) for \$22k and appropriated funds from CDBG Special Funds.
- The Commission approved the offering of real estate for sale at 505-507 West High Street for \$4,300.

February

- The Commission appropriated and authorized the expenditure of ARP Coronavirus local fiscal recovery funds for the workforce housing initiative and Elkhart West Business Park initiative programs. \$800,000 from the negative economic impact fund to help the Elkhart West Workforce Housing Initiative Program and \$900,000 for the Elkhart West Business Park Initiative Program.
- The Commission appropriated and authorized the expenditure of \$28,000 from the Allocation Area No. 1 funds for Artwalk 2022.

March

- The Commission authorized the offering of real estate for sale under 36-7-14-22.6 to abutting landowners adjacent to the East of 1015 Garfield Avenue for \$4,300.
- The Commission approved transfer of real estate and development agreement with LaCasa.
- The Commission authorized the offering of real estate for sale under 36-7-14-22.2 parcels commonly known as lots 574, 575, 576 and 577 in Hudson Sterling Addition for \$6,000 each.
- The Commission approved sale of 1313 Prairie Street to Habitat for Humanity for low to moderate income single-family two story house.
- The Commission approved additional funding of \$918,500 from Cassopolis Corridor TIF for the Meijer project.

April

- The Commission approved the 2022 Community Development Business Grant Annual Action Plan
- The Commission authorized the transfer of real estate from the City of Elkhart to the Redevelopment Commission.
- The Commission approved the offering of real estate purchase and Development Agreement with Habitat for Humanity accepting the offer of \$10,000 for four parcels located on Belmont.
- The Commission appropriated \$58,000 from Downtown TIF for LaCasa to pursue funds to pay infrastructure improvements for 511 Division project.
- The Commission approved the Advantix Development Agreement for 1710 South Main and 1701 Sterling
- The Commission approved filing a Rezoning application for 1701 Sterling and 1710 S. Main from N1-Manufacturing to R4-Residential
- The Commission awarded bid for demo contract at 1701 Sterling Ave. to Cross Excavating and Demolition, LLC and appropriated \$273,040 from Consolidated South TIF for this project.

May

- The Commission appropriated funding of \$40,259 from Tech Park TIF for additional environmental review of 700 West Beardsley and adjacent properties.
- The Commission accepted the transfer of real property from The City of Elkhart. Property located directly south of 710 South Main Street.
- The Commission authorized the offering of real estate (above) for sale under 36-7-14-22.
- 2023 Budget Year Determination for TIF Revenues – No excess TIF funds.
- The Commission approve Workforce Housing Realtor contract with Realty Group Resource.

June

- The Commission accepted the transfer of real property from the City of Elkhart on 209 N Second St, 142 State Street, 1033 Hubbard Ave., 1108 W. Blaine Ave, and 1923 Lane Ave.
- The Commission authorized the offering of real estate for sale under 36-7-14-22 for 515 Hug Street to Neighborhood Community Development Corporation.
- The Commission awarded the bid and approve contract for demolition services for 5 parcels in River District Zones 2 & 3 – 315, 401, 501, 507 and 509 East Jackson Blvd. to Cross Excavating and appropriated \$151,136 from Capital Outlay fund.

July

- The Commission approved the Foundry lawsuit mediation settlement and release agreement that came out of that mediation Foundry Settlement (Brownfield Service). Net proceeds go to the City Downtown Allocation Area No. 1 Special Fund and are allocated to clean up our environmental issues.

July cont.

- The Commission approved funds to pay half the Meijer Project Local Public Improvement Costs in the sum of \$918,500 from the Cassopolis Corridor Economic Development Allocation Area Special Fund. Meijer will reimburse these funds once the project is completed.
- The Commission appropriated \$2,500 from Consolidated South Elkhart Economic Development/Redevelopment Tax Allocation Area Special Fund for 1701 Sterling soil-testing samples to certify the soil.
- The Commission approved \$8,300 from the Workforce Housing Initiative Program Funds for Woodland Crossing appraisals.

August

- The Commission held a public input session for 1101 Beardsley property.
- The Commission appropriated \$15,000 from Downtown Allocation Area Special Fund to cover out of pocket costs incurred in litigation for Nelson Law Group regarding 1101 Beardsley.
- The Commission approved the proposal of August Mack to investigate the LaBour Pump site to determine if there are data gaps and to evaluate remediation options as submitted and appropriate \$56,000 from the Elkhart Foundry Litigation Settlement (Brownfield Services)
- The Commission awarded Cross Excavating and Demolition, LLC the Roundhouse clearance bid and appropriated \$275,808 from the Downtown Allocation Area No. 1 Special fund to cover the cost of demolition services.
- The Commission approved the sale of real estate at 1108 West Blaine for \$76,400 sale and approved the agreement.
- The Commission approved the funding request for infrastructure improvements for CDBG Habitat Stiver project and appropriate \$250,000 of CDBG funds to cover the cost of these improvements.

September

- The Commission authorized the offer of real estate for sale at 1918 Markle Street under 36-7-14-22 for an offering price of \$225,000 for all lots 128 through 136 as they are known and designated under court platted field houses west side addition.
- The Commission approved the access agreement that grants access to August Mack Environmental to the Conn and Bergerson Screw site (1101 E. Beardsley) to do further testing on the Plume that exists there.
- The Commission approved the access agreement that grants access to August Mack Environmental to the LaBour Pump site to prepare for upcoming mediation.

October

- The Commission accepted the transfer of 740 North Riverside from the Parks Dept.
- The Commission accepted the transfer of 1524 Frances Avenue from the Parks Dept.
- The Commission appropriated an additional \$300,000 (\$200K trail / \$100K toilet) from the Consolidated TIF fund for the Environmental Center Next Trails project.
- The Commission approved the purchase agreement for 1923 Lane Avenue for \$97,400.

October cont.

- The Commission approved the CDBG Subrecipient agreements for
 - AIDS Ministries/AIDS Assist of North Indiana Inc.
 - Council on Aging
 - Goodwill Industries of Michiana Inc.
 - Minority Health Coalition Elkhart County Inc.
 - YWCA North Central Indiana, Inc.
- The Commission approved the Declaratory Resolution and Plan for West 78 Economic Development and TIF Allocation Areas.
- The Commission authorized environmental testing at 1101 East Beardsley Avenue and appropriated \$150,000 from the Brownfield Services account.

November

- The Commission appropriated \$1400 from Consolidated South TIF for Phase 1 at 1918 Markle Avenue.
- The Commission approved the purchase agreement of 1918 Markle Avenue, 7 parcels for \$225,000 (pending).
- The Commission approved offering of real estate, parcels in the Chapman's Rosedale Addition, for sale under 36-7-14-22.
- The Commission approved the Metric Environmental contract for 1101 E. Beardsley Avenue environmental sampling.
- The Commission approved the contract for Griffen Plumbing and Heating for sewer extension services at 209 North Second Street and appropriated \$112,650 from Downtown Allocation Area No. 1 Special Funds.
- The Commission approved the Redevelopment Commission 2023 Calendar.

December

- The Commission approved change order No.1 to the contract for demolition services for River District Properties for \$33,935 from the Elkhart Capital Outlay fund to Cross Excavating and Demolition Services.
- The Commission approved Jones Petrie Rafinski (JPR) services to do a structural engineering investigation at 1045 S. Main Street and appropriated \$1587 from Downtown Allocation Area No. 1 Special fund.
- The Commission appropriated and authorized the expenditure of \$60,000 from the Allocation Area No. 1 Special funds for implementation of 2023 Elkhart County Convention and Visitors Bureau (ECCVB) "Do Downtown" Gateway Mile promotion.
- The Commission appropriated and authorized the expenditure of \$130,000 from the Cassopolis Street Corridor Allocation Area No. 1 Special funds for implementation of 2023 Elkhart County Convention and Visitors Bureau (ECCVB) Exit 92 Premier Exit Study implementation.
- The Commission approved granting access to Metric Environmental for investigation on 6th and Indiana.
- The Commission approved the issuance of the letter of intent for Woodland Crossing.

December cont.

- The Commission approved the reconveyance of the properties at Franklin and 5th to the City of Elkhart Development of Redevelopment and to reimburse Habitat of its costs of \$4200 incurred and appropriated \$4200 from Special Account 294 to cover the cost of reimbursement.
- The Commission accepted the bid from Frankenberger Lawn Care Services for snow removal, leaf removal and mowing in the sum of \$6770 and appropriated funds from various TIFs.

2022 Commissioners

Mrs. Sandra Schreiber, President
Mr. Wes Steffen, Vice President
Mr. Alex Holtz, Secretary
Mr. Gerry Roberts
Ms. Dina Harris

School Board Representative

Ms. Dorisanne Nielsen (non-voting member)

2022 Staff

Mike Huber (Director of Development starting October 2022)
Dayna Bennett (Director of Development Services from January to May 2022)
Nancy Kiernan (Director of Development Services from May to June 2022)
Chaise Cope (Asst. Director of Development Services until December 2020)
Adam Fann (TIF)
LaShawn Brooks (Recording Secretary until August 2022)
Sherry Weber (Recording Secretary starting August 2022)

Taxpayer I.D. 35-1036189

Elkhart Redevelopment Commission
ATTN: Sherry Weber
229 S. Second Street
Elkhart IN 46516

Page: 1
February 28, 2023
Account No: 26399-000M
Statement No: 174511

Attn: Sherry Weber

Re: General Services

Payments received after 02/28/2023 are not included on this statement.

Previous Balance \$35,147.78

Fees

			Hours	
02/01/2023	CTP	Review economic development facility definitions and process re: potential projects on CR 17	0.70	208.25
	GDB	Finalize Letter of Intent. E-mail for packet. Attach to Resolution re: PREMIER ARTS LOT	0.30	95.63
	GDB	Review M. Huber's e-mail re: use of CPEA proceeds	0.30	95.63
	GDB	Review Mary K.'s e-mail re: agenda. Locate Sub-Recipient and Restrictive Covenant Agreements. Review same, and respond to Mary re: LA CASA CDBG REQUEST	1.00	318.75
	GDB	Review IDEM Status Report on barriers and continued sampling. Forward to Mike and Adam re: STAR TIRE/EXECUTIVE CLEANERS	0.30	95.63
02/02/2023	GDB	Respond to Mike re: projects eligible for CPEA	0.60	191.25
	GDB	Review Baker Tilly proposal for services. E-mail Mike my comments re: BAKER TILLY CONTRACT	1.50	478.13
	CTP	Review correspondence from M. Huber re: River District projects	0.40	119.00
	GDB	Review NLG Status Report re: STAR TIRE/EXECUTIVE CLEANERS	0.30	95.63
02/03/2023	CTP	Research purposes of executive session and meeting definition. Re: possible downtown project - CENTRAL PLAZA/PARK	0.60	178.50
02/07/2023	GDB	Review update from B. Huber and Defendant's Supplemental Brief re: Confidentiality of Records and Primary Brief. Review Rules cited re: ICE/LA BOUR	1.00	318.75
	GDB	Review February Meeting Agenda. E-mail Sherry		

Re: General Services

		Hours	
	re: EFI invoices and check prior e-mails	0.50	159.38
02/08/2023	CTP Research economic development bonds and public bidding requirements	2.50	743.75
	GDB Review Mary's e-mail re: need for A. Sorrell's services. Review 2020 - 2022 files re: approved contract and appropriations. E-mail Sherry for 21-R-066 Resolution re: COMMISSION PLANNING INSIGHTS	1.00	318.75
02/09/2023	GDB Update and e-mail Resolution approving 2023 contract and appropriating funds re: CPI RESOLUTION and SORRELL CONTRACT	0.60	191.25
	GDB Review file packet	0.40	127.50
	GDB Review A. Mack invoices and forward to Sherry to determine if all are in process for payment re: NLG/1101 E. BEARDSLEY	0.40	127.50
	GDB Review contract. E-mail pages needing correction. Draft and e-mail Resolution re: METICULOUS CONTRACT	1.00	318.75
02/10/2023	CTP Attend pre-agenda meeting. Research use of TIF for demolition outside TIF area re: 1025 - 1045 S. MAIN	3.40	1,011.50
	GDB Attend Pre-Agenda meeting. Review quorum issue	3.00	956.25
	GDB Conference with Adam - initial consideration use of Consolidated TIF for demolition in Area 1 re: S. MAIN DEMOLITIONS/1025 - 1045 S. MAIN	0.40	127.50
02/13/2023	GDB Review marked-up Letter of Intent. E-mail Mary re: meeting re: WOODLAND MALL LETTER OF INTENT	1.10	350.63
	GDB Review Redevelopment statute and e-mail Mike and Sandy with 2021 Resolution and whether to amend re: ELECTRONIC MEETINGS	0.60	191.25
	GDB Review revised proposal and respond to Mike re: funding issues re: BAKER TILLY	0.80	255.00
	CTP Research Open Door Law and quorum issues re: ELECTRONIC MEETINGS	2.00	595.00
02/14/2023	GDB Conference re: debtor's request for payment plan - information to pull together to brief. Conference with Mike for follow-up re: LEXINGTON (TIEDEMANN)	0.40	127.50
	GDB E-mail Brent re: what services Ice may need to provide re: ICE/1101 E. BEARDSLEY	0.30	95.63
	CTP Attend Redevelopment Commission meeting	0.70	208.25
	CTP Attend Aurora Capital Development Corp meeting	0.20	59.50
	CTP Review Lexington Business Center file. Draft summary of status of Lexington Business Center loan	0.80	238.00
	GDB Meet with Mary K. re: Letter of Intent re: WOODLAND LETTER OF INTENT	1.50	478.13
	GDB Review loan status. E-mail information to		

Re: General Services

		Hours	
	Mike Huber and suggest he meet with Mrs. Tiedemann re: LEXINGTON BUSINESS CENTRE	0.60	191.25
GDB	Attend Commission meeting. Conference with Mike and John Espar re: Executive Session	1.50	478.13
02/15/2023	GDB E-mail contact information to Mike re: LEXINGTON BUSINESS CENTRE	0.10	31.88
GDB	Teleconf with Adam re: two TIF fundings as one development project the demolitions and the Planning Project re: SOUTH MAIN DEMOLITIONS/DEVELOPMENT PLAN	0.30	95.63
GDB	Teleconf with Adam re: IFA/IDEM request for study of potential contamination source on nursery home site re: 1101 E. BEARDSLEY	0.40	127.50
GDB	Teleconf with Adam re: terms of purchase agreement and discussions with offeror re: 1524 FRANCES	0.30	95.63
GDB	Review electronics meeting statute and revise policy	0.60	191.25
GDB	Teleconf with Adam re: potential donation and sample prior agreements re: CTS	0.40	127.50
GDB	Respond to Mary re: contract form to use re: CPI EMPLOYMENT	0.30	95.63
02/16/2023	GDB Finalize and e-mail red-lined and clean Amending Resolution to Mike and John E. and Commission's officers re: ELECTRONIC MEETINGS	0.40	127.50
02/17/2023	GDB Review J. Espar's comments and respond re: language and cites for Amended Notice re: EXECUTIVE SESSION	0.30	95.63
GDB	Review J. Espar's e-mail re: whether we need a policy re: ELECTRONIC MEETINGS	0.30	95.63
GDB	Revise Letter of Intent and send to Mary, Mike and Sandy to review re: WOODLAND CROSSING	0.60	191.25
GDB	Review \$39 on TIF. Draft opinion letter re: use of two TIF Area funds on combined Development Plan re: SOUTH MAIN	0.80	255.00
02/20/2023	GDB Revise and mail legal opinion to Adam re: use of combined TIF re: SOUTH MAIN DEMOLITIONS	0.30	95.63
GDB	Review plaintiff's response to defendant's show cause re: ICE/LA BOUR	0.80	255.00
GDB	Teleconf with Brent re: additional work on litigation. E-mail Mike, Adam and Sandy re: 1101 E. BEARDSLEY	0.30	95.63
02/21/2023	GDB Review changes with Mary prior to her call to owner re: WOODLAND LETTER OF INTENT	0.30	95.63
GDB	Teleconf with Rick Deahl re: sale of apartment complex. E-mail client and J. Espar re: "To Do List" re: GLC/MARTIN'S	0.80	255.00
GDB	Review signed Letter of Intent counter-offer and e-mail client re: next steps re: PREMIER ARTS LOT	0.40	127.50

Re: General Services

		Hours	
	GDB Review memorandum. Respond to Adam re: source of funds. Draft and e-mail Resolution for asbestos survey for packet re: 1025 - 1045 S. MAIN	0.70	223.13
	GDB Review e-mails re: personal property and draft Resolution approving agreement and appropriating funds. E-mail Mike and Adam re: amount to appropriate re: PREMIER ARTS LOT	0.50	159.38
02/22/2023	CTP Attend executive session re: downtown redevelopment	2.30	684.25
	GDB Attend Executive Session re: AMPHITHEATER	2.00	637.50
02/23/2023	GDB Review Mike H.'s e-mail and Development/Financing Agreement, liens and notes. Respond to Mike, John, Jamie, et al. re: GLC	1.60	510.00
	GDB Review Purchase Agreement. E-mail Adam and Sandy my suggested changes for review before providing to Lori Snyder re: PREMIER ARTS LOT	1.00	318.75
	GDB Respond to L. Snyder re: change to make to purchase agreement re: PREMIER ARTS LOT	0.30	95.63
02/27/2023	GDB Review seller's revised Letter of Intent and make final revisions. E-mail to Mary. Request preparation of site map showing area to be purchased re: WOODLAND CROSSING	0.80	255.00
	GDB Review revised Purchase Agreement and respond. Provide legal description re: PREMIER ARTS LOT	0.60	191.25
	GDB Revise to add exhibit and lot numbers included and excluded re: WOODLAND LETTER OF INTENT	0.60	191.25
	GDB Draft Development and Purchase Agreement re: 1524 FRANCES	1.00	318.75
02/28/2023	GDB Revise draft of agreement and e-mail to Adam to share with bidder. Draft Resolution re: 1524 FRANCES	1.30	414.38
	For Current Services Rendered	51.10	15,999.24

Advances

02/22/2023 Online legal research - January services noted as follows:
01/10 lease requirements \$ 9.09 re: SW TIF/CONSOLIDATED TIF; **01/17** - conditional project expense agreements \$**181.75** - RIVER DISTRICT - DOWNTOWN TIF;
 and **01/18** 2023 projects \$60.86; **01/23** River District carve-out \$54.52; **01/24** Residential Housing Program requirements \$118.14; and **01/25** River District - commercial vs. residential TIF \$265.32.

01/18 - 01/25 (line immediately above) total

Re: General Services

amount is \$498.84 - all related to <u>DOWNTOWN TIF.</u>	689.68
Total Advances	689.68
Total Current Work	16,688.92

Payments

02/13/2023	Fee Payment - Check No. 306813	-10,595.25
02/13/2023	Expense Payment - Check No. 306813	-12.68
02/13/2023	Advance Payment - Check No. 306813	-116.39
	Total Payments	-10,724.32
	Balance Due	<u>\$41,112.38</u>

	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>
	41,112.38	0.00	0.00	0.00	0.00	0.00

Please Remit	<u>\$41,112.38</u>
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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.