

City of Elkhart

Redevelopment Commission

**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, JUNE 8, 2021 at 4:00 P.M.**

THIS MEETING WILL BE HELD ELECTRONICALLY VIA WEBEX

To join, go to <http://coei.webex.com>, enter **172 859 6095** as the event number and “Commission21” as the event password. The meeting can also be accessed using the following link:

<https://coei.webex.com/coei/j.php?MTID=mf29440168bdf7c0dd56e5d2fea9f473f>

To join by phone, call 1-415-655-0001, enter **172 859 6095 # #**

*Press * 6 to unmute telephone*

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

1. Call to Order

2. New Business

- a) Resolution Establishing Policy by which Redevelopment Commission may Participate by Means of Electronic Means of Communication
- b) 1101 E Beardsley LOI's
- c) Tolson Center Lease Appraisals
- d) 1045 S Main St, 1047 S Main St. Access Agreement
- e) 112 Division Street – Approval of Marbach for Legal Description Services
- f) Lot Adjacent SE 1008 W Indiana – Approval of Purchase Agreement
- g) G & W – Veritext Invoice for Services from January-February 2021
- h) Foundry – Veritext Invoice for Services on January 14, 2021
- i) Foundry – Veritext Invoice for Services on May 19, 2021
- j) Foundry – August Mack for Services from March 22, 2021 – May 2, 2021

3. Staff Updates

CDBG
Downtown
Economic Development Projects
Cassopolis Street Projects
TIF Budgets Summary

4. Other Business

- a) Approval of Invoice – Warrick & Boyn (May 2021)

5. **Public Comment**

6. **Adjournment**

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 6/2/21
Re: Electronic Meeting Policy

Per the Administration's request, staff was asked to have a resolution drafted to allow Commissioners as well as the public attend the Redevelopment Commission meetings virtually. Please see attached resolution.

RESOLUTION NO. 21-R-_____

**A RESOLUTION ESTABLISHING THE POLICY BY WHICH MEMBERS OF THE
ELKHART REDEVELOPMENT COMMISSION MAY PARTICIPATE BY
ELECTRONIC MEANS OF COMMUNICATION**

WHEREAS, P.L. 88-2021 (HEA 1437), SEC. 5, amended Indiana Code 5-14-1.5-1 *et seq.* (Act), by amending IC 5-14-1.5-3.5 to prescribe new requirements by which members of a governing body of a public agency of a political subdivision may participate in a meeting by electronic means of communication;

WHEREAS, a member of a governing body may participate by any means of communication that:

- a) Allows all participating members of the governing body to simultaneously communicate with each other; and
- b) Except for a meeting that is an executive session, allows the public to simultaneously attend and observed the meeting;

WHEREAS, the Act requires the governing body to adopt a written policy establishing the procedures that apply to a member's participation in a meeting by an electronic means of communication and may adopt procedures that are more restrictive than the procedures established by IC 5-14-1.5-3.5(d); 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 provision of Indiana Code 5-14-1.5-1 *et seq.* (Act), including definitions, 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 to simultaneously communicate with each other; and
- (b) other than a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting.

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 only if the member can be seen and heard.

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 fifty percent (50%) of the members must be physically present at a meeting at which a member will participate by means of electronic communication;
- (b) Not more than fifty percent (50%) of the members may participate by an electronic means of communication at that same meeting.

(c) 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) member of the public attended and observed the meeting, if the meeting was not an executive session.

Section 8. Prohibited Actions. No member of the Commission may participate by means of electronic communication in a meeting at which the Commission 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 8th day of June, 2021.

Elkhart Redevelopment Commission

Sandra Schreiber, President

ATTEST:

Alex Holtz, Secretary

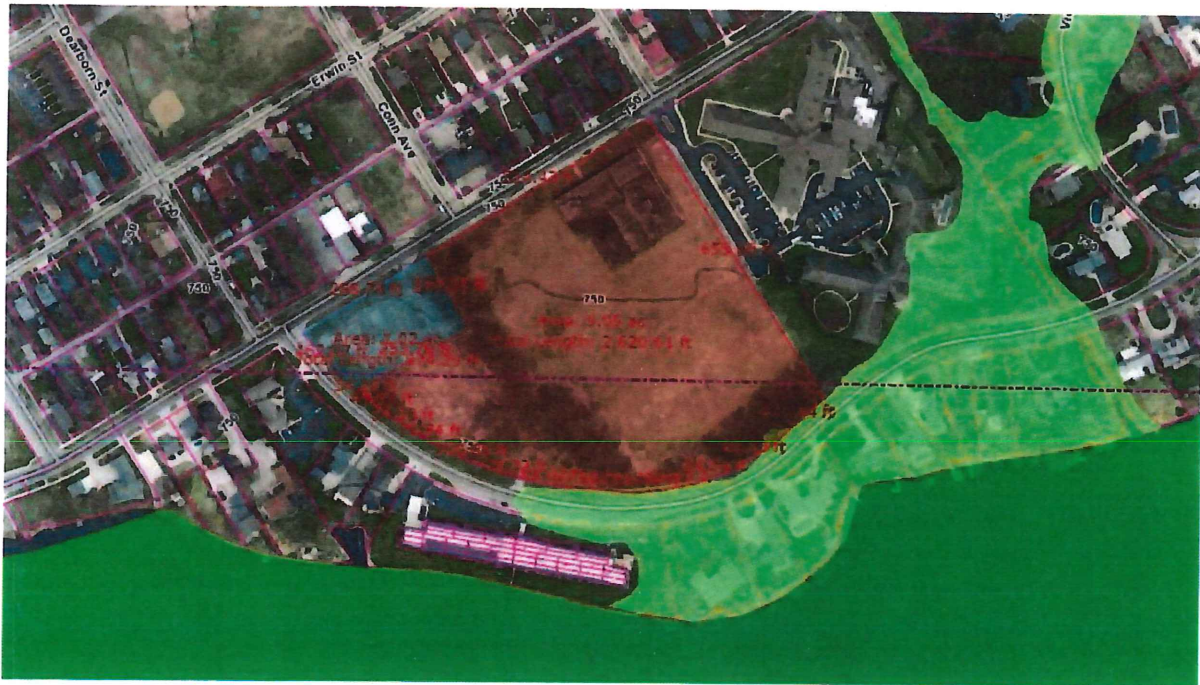
May 31, 2021

Letter of Intent

The following is a letter of intent to purchase the property located 1101 E Beardsley Ave, Elkhart, IN 46514. The intent of this document is to outline the essential terms and conditions of a purchase agreement.

Seller: City Of Elkhart Indiana Department Of Redevelopment
Buyer: David Weaver and Andrew Myers and/or Assigned Entity
Property: GREENLEAF PARK SEC 33 9 LOT A; (TIF 149)
Lot Size: +/-10.38 acres
Price: \$50,000.00

Proposed Use:



*Red Highlighted Area of approximately 9 acres of residential housing consisting of either Traditional Neighborhood Development or Town Houses or a combination of the 2

*Blue highlighted area either a continuation of the rest of the development or light commercial, office, or mixed use development

Similar Style Development – South Bend Triangle Neighborhood – Images from Google Street View





Terms:

- Seller shall have the building on the premises demolished and site cleared for development
- Seller shall provide the site clear of environmental contaminants or a no further action letter with clearance to build residential development
- Seller shall approve Buyer's development/subdivision plan

Due Diligence: 30 Days upon the completion of the environmental cleanup/no further action letter

Closing Date: within 15 days of the end of Due Diligence

Expenses: Seller shall pay for title policy and survey, proration of taxes, closing fee shall be split between Buyer and Seller

Profiles:

David Weaver:

Dave Weaver grew up in a family of entrepreneurs in Elkhart, Indiana. Dave stayed in Elkhart through his college career at Indiana University in South Bend so that he could help support the family business.

After graduating with degrees in business finance and economics from Indiana University, Dave joined Kem Krest in an ambitious move to help purchase the company. This dream came true on February 8, 2008, when Dave and his business partner were able to acquire the organization from private equity during the Great Recession. Against all the odds, Kem Krest grew through the recession. In his 14 years at Kem Krest, Dave started or acquired more than five businesses and led the organization's growth from a small midwestern company of 30 employees to an industry-leading team of 600 working with 30 OEMS in four market segments, including automotive, agriculture/industrial, power sports, and defense.

Community Transformation

Dave continues to instill his leadership tenets by continuously striving to do more to positively impact and improve the lives of others. Today, he practices this through his organization, We Impact, where he continues to explore and activate teams who build traditional businesses and influence several transformational and generationally impactful community projects. These include the following: Elkhart Health and Aquatics, The Elkhart River District, and Elkhart Opportunity Fund.

Dave also sits on the board of directors for the Community Foundation of Elkhart County, the second-largest community foundation in the state of Indiana, with approximately \$300M endowed. Dave is an instrument-rated private pilot and enjoys traveling with family and friends.

Andrew Myers:

Born and raised in Elkhart County in a real estate oriented family he found his passion for helping people and brokering real estate obtaining his Indiana real estate license while still in high school five days after turning 18. Now having served our community for 19+ has allowed him a vast array of experience from helping someone find their first home to helping develop large industrial campuses and many opportunities in between. In addition to real estate brokerage and development Andrew is attempting to assist in our housing shortage by building homes.

This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties agree that this proposal is not intended to create any agreement or obligation by either party to negotiate a definitive purchase agreement and imposes no duty on either party to continue negotiations. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may propose different terms from those summarized herein, enter into negotiations with other parties or unilaterally terminate all negotiations with the other party hereto.

For your consideration:

 0/2/21
Andrew D. Myers Date

MAGNUS

CAPITAL PARTNERS

May 21, 2021

Redevelopment Commission of the City of Elkhart, Indiana ("RDC")
Attn: Members of the RDC
229 S 2nd Street
Elkhart, IN 46516

RE: Interest to Purchase and Develop the Property Located at 1101 Beardsley Avenue, Elkhart, Indiana ("Property"), legally described in Exhibit A.

To RDC Commission Members:

We recently spent time with the City of Elkhart staff in learning about the Property, its present condition, and its future potential uses. Based on the information provided to us to date, we are highly encouraged by the potential to bring a high-quality workforce housing development to the site that meets the needs of the community. Through its HÖM Flats platform, our firm is dedicated to delivering these housing solutions to communities where there is a demonstrable need. We look forward to working with your team in the coming weeks towards that goal.

Please accept this Letter of Intent as a formal expression of our desire to work with the RDC in the acquisition and redevelopment of the Property, specifically to:

- Enter into exclusive purchase negotiations for the acquisition of the Property for \$11,750 per the Offering Sheet.
- Commence information sharing about the environmental assessment activities underway with the Indiana Department of Environmental Management.
- Determine the optimal path towards site plan approval and other financial incentives that may be required.
- Establish a public engagement process that provides the community an opportunity to voice their views.

If you require any additional information about our firm, please see the link below for your review:

https://www.dropbox.com/s/e1karlgxrc367ti/Developer%20Experience_Master.pdf?dl=0

We look forward to hearing from you.

Sincerely,



Vishal Arora
Founder & CEO



305 East 47th Street, 10th Floor, NY, NY 10017

M A G N U S

CAPITAL PARTNERS

Exhibit A Legal Description

Lot Numbered A as the said Lot is known and designated on the recorded Plat of Greenleaf Park, an Addition to the City of Elkhart; said Plat being recorded in Plat Book 1, page 154 in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 1101 E. Beardsley Avenue.

Tax ID No.: 02-33-381-001-027



305 East 47th Street, 10th Floor, NY, NY 10017

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 6/2/21

Re: Tolson Center Appraisals

Staff has been asked to request costs on appraisals for new office space at the Tolson Center for the purpose of establishing fair market base rate. Staff has asked Steve Sante and John Carnine to provide the services. Staff asks the Commission to appropriate the sum of \$2,800 from Consolidated TIF for the services.

RESOLUTION NO. 21-R-

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, AUTHORIZING APPRAISALS FOR
PROPOSED TOLSON CENTER LEASES AND APPROPRIATING FUNDS

WHEREAS, The City owns the Tolson Center real estate and is planning a major expansion which will include creating a community center to be run by a non-profit entity and as part of the financing arrangements for the project has requested that the Commission Sublease and then Sub-Sublease the property as provided in I.C. 36-7-14-19 and 25.2; and

WHEREAS, in order to facilitate the plan the Commission must obtain 2 independent appraisals of the fair market rental value of the property; and

WHEREAS, staff have recommends Steve Sante and John Carmine as appraisers and has requested an appropriation of \$2,800.00 which they expect to be sufficient to cover the cost of both appraisals.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of Steve Sante and John Carmine as independent appraisers to provide fair market rental value appraisals on the Tolson Center property for a not-to-exceed cost of \$2,800.00.
2. The Commission appropriates \$2,800.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of the appraisals.
3. The Officers of the Commission are authorized to execute and deliver all contracts and do all acts, which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 8TH DAY OF JUNE 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Alex Holtz, Secretary

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 6/3/21

Re: 1045 S Main St. Access Agreement

Staff has been in conversation with an organization called The Ray of Hope Foundation that has interest in the building located at 1045 South Main Street. They would like to have a construction company walkthrough the building to make an assessment on what is needed to save the building as well as bring the building up to current code standards. Staff is asking the Commission to allow Nuway Construction to enter the building once the access agreement is signed.

ACCESS AGREEMENT
(1045/47 S. Main)

This Agreement is made between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, (“City”) and Ray of Hope Foundation (“ROH”) effective as of June ____, 2021.

Whereas, ROH is interested in submitting a proposal to purchase from City the property at 1045/47 S. Main Street described on Exhibit A hereto (the “Property”) and desires to enter the Property in order for engineers and consultants of its choice to perform, at ROH’s sole cost, inspections to determine the suitability of the property to support the proposed use; and

Whereas, City believes it is in the best interest of both parties that ROH ascertain the suitability of the site for its project before the parties spend additional time and funds negotiating the purchase and development terms, and City agrees to allow Portage such access on the following terms.

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

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

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

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

Ray of Hope Foundation

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

By: _____

Print name and title

RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING CONTRACT FOR LEGAL
DESCRIPTION SERVICES FOR 112 DIVISION STREET

Whereas, the Commission owns 112 Division Street (the "Property") and needs a legal description prepared for the portion of the site the City will retain for right of way purposes (the "Services"); and

Whereas, Marbach, Brady & Weaver, Inc. ("Marbach") already prepared a survey of the Property which depicts the section to be retained by the City and the Commission desires to employ Marbach to perform the Services at a not-to-exceed priced of \$225.00; and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Marbach to provide the Services for the Property at a not-to-exceed price of \$225.00.
2. The Commission appropriates the sum of \$225.00 from the Downtown Allocation Area No. 1 Special Fund to pay for the Services.
3. The Officers of the Commission are authorized and directed to perform all acts and enter into any Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF JUNE 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra A. Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary



June 1, 2021

ENGAGEMENT LETTER

Mr. Adam Fann
TIF Infrastructure Project Supervisor
City of Elkhart
229 South Second Street
Elkhart, IN 46516-3112

Re: 112 Division Street

Dear Mr. Fann:

This letter will confirm your engagement of Marbach, Brady & Weaver, Inc. to provide land surveying services in connection with the above-referenced parcels. We are pleased to have the opportunity to be of service to you.

We have been engaged to provide a legal description for 0.089 of an acre at 112 Division Street. Said parcel is to be dedicated as right-of-way.

We have estimated the fee for the above-described work will not exceed \$225. We will schedule the work to be completed within 15 days from receipt of this signed engagement letter.

We cannot predict exactly how much effort may be required to complete the above- described scope of services. Should unexpected circumstances arise during the course of the work causing additional fees, you will be notified prior to incurring the additional expenses.

Should the scope of work be revised, or additional work requested in the future, such matters will be subject to additional discussions and additional letters similar to this one.

We will invoice for our services or at the completion of the work. Payment is due upon receipt of our invoice. A late fee of 1.5% per month will be charged on amounts not paid within 30 days after the date of the invoice. If you have any questions or comments concerning our services or charges during the course of our work, we encourage you to bring them to our attention immediately so that the problem can be resolved.

**Marbach, Brady
& Weaver, Inc.**

3220 Southview Dr.

Elkhart, IN 46514

574.266.1010

Fax 574.262.3040

info@marbach.us

To the fullest extent permitted by law, the total liability of Marbach, Brady & Weaver, Inc. and its subconsultants to the client for any and all injuries, claims, losses, expenses or damages whatsoever from any cause or causes, shall not exceed the fee presented in this engagement letter.

Please confirm acceptance of this agreement by having the person responsible for paying our fee sign below and return this letter to us. Our fees, for services rendered, are not subject to the successful or unsuccessful completion of any other activity associated with this project.

Thank you for considering Marbach, Brady & Weaver, Inc. and we look forward to working with you on this project.

Sincerely,
Marbach, Brady & Weaver, Inc.

Christian F. Marbach
Christian F. Marbach, President

Accepted:

Name

By: _____ Date: _____

Print Name/Title: _____

RESOLUTION NO. _____

RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF ELKHART, INDIANA

WHEREAS, the Commission owns a vacant tract of real estate adjacent to and west of 1008 W. Indiana Avenue (the "Property") and has published notice it is offering the Property for sale pursuant to IC 36-7-14-22.6; and

WHEREAS, the Commission held a public hearing on the offering, and no bids were submitted for the purchase of the Property except for the bid presented by Wilber and Cecilia Bonilla, eligible abutting landowners (the "Offer"); and

WHEREAS, the Commission has reviewed the Offer and believes it is in the best interest of the City and its inhabitants to accept the Offer and transfer the Property to the Bonillas (the "Transfer").

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby accepts the Offer and approves the Transfer of the Property described in Exhibit A attached hereto to Wilber and Cecilia Bonilla, Husband and Wife.
2. The Commission approves the terms of the Purchase Agreement attached hereto as Exhibit A.
3. The Officers of the Commission are hereby authorized to execute and deliver all Agreements, Deeds, and related Documents and to do all acts which they deem necessary and desirable to complete the Transfer.

ADOPTED BY UNANIMOUS VOTE THIS ____ DAY OF _____, 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By: _____
Sandra Schreiber, President

By: _____
Alex Holtz, Secretary

EXHIBIT A

PURCHASE AGREEMENT

1. **PARTIES:** This Agreement made this ____ day of _____, 2021, by and between the City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation (“Seller”) and Wilber and Cecilia Bonilla, Husband and Wife, (“Purchaser”), wherein Seller agrees to sell and convey to 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 1008 W. Indiana Avenue, is a vacant lot situated in the City of Elkhart, Elkhart County, Indiana, and whose legal description is contained on Exhibit “A” attached hereto and incorporated herein (the “Property”).

3. **PRICE:** The total purchase price shall be One Thousand Five Hundred and no/100 Dollars (\$1,500.00) (“Purchase Price”), payable in full 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 Corp. within sixty (60) days from the date hereof, unless extended in writing signed by both parties hereto, with the costs thereof shared equally.

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

7. **INSPECTIONS:** Purchaser hereby waives inspections of the improvements and relies upon the condition of the Property based upon its own examination, and purchases the Property “AS IS”, without warranty of any kind, except as may be provided under a Limited Warranty Deed.

8. **REAL ESTATE TAXES:** All real estate taxes assessed for the current and any prior calendar year and remaining unpaid, if any, shall be paid by Seller.

9. **DISCLOSURE OF LIENS AND CLAIMS:** As of Closing Date, Seller warrants there will be no outstanding judgment, tax or other liens attached to the Property.

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

11. **SURVEY:** If Seller has a survey of the Property, a copy will be provided. If no survey exists, none is required.

12. **TITLE APPROVAL:** Seller shall deliver to Purchaser within thirty (30) days after acceptance of this purchase agreement, a Commitment for Title Insurance in the amount of the Purchase Price, to insure in Purchaser 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") and, at Purchaser's request, legible copies of all recorded instruments affecting the Property recited as exceptions in the Commitment. If Purchaser has an objection to items disclosed in such Commitment, Purchaser shall promptly make written objection to Seller after receipt of each such instrument. If Purchaser makes such objections, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Purchaser may (a) terminate this purchase agreement, or (b) waive the unsatisfied objections and close the transaction.

If Purchaser desires a title insurance policy on the Property, Purchaser will pay the premium.

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

14. **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 on the Closing Date.
- (2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Limited Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.
- (3) Purchaser and/or the Title Company shall have received such other documents as the title insurer deems necessary to complete the

transactions contemplated by this Agreement.

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. Upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

15. SELLER'S CONDITIONS TO CLOSING:

a. Seller's obligations under this Agreement are expressly conditioned upon the occurrence of the following events: Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date.

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. Upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

16. 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) any closing fee; 3) preparation of Deed and Vendor's Affidavit; and 4) other expenses stipulated to be paid by Seller under other provisions of this Agreement.

b. Purchaser's Expenses. Purchaser agrees to pay all other recording fees; any title insurance premium; copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

17. 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 shall terminate and the parties will have no further liabilities hereunder. If Seller can convey marketable title but, without just cause, refuses to perform as required,

Purchaser may pursue all available legal and equitable remedies.

18. DUTIES OF PURCHASER AND SELLER AT CLOSING:

a. At the closing, 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, subject only to the easements and restrictions of record, current zoning laws and real estate taxes, except as permitted herein and/or approved by Purchaser in writing, and execute a Vendor's Affidavit;
- (2) Furnish evidence of its capacity and authority for the closing of this transaction; and
- (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 in the form required by the Closing Agent;
- (2) Furnish evidence of its capacity and authority for the closing of this transaction;
- (3) Pay, if purchase requests issuance of a Title Insurance Policy, the Premium due for an Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller in the full amount of the Purchase Price, dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject only to the standard printed exceptions contained in the usual form of the Title Policy;
- (4) Execute all other necessary documents to close this transaction.

19. CONSOLIDATION OF LOTS: Purchaser agrees, within 180 days of the Closing of this purchase to consolidate and incorporate the Property purchased hereunder into its existing abutting real estate, thus creating a new zoning lot or consolidated taxable lot (the "Consolidated Property"). The parties agree that this provision will survive Closing.

20. NO SUBDIVISION OR PARTITION. Purchaser agrees that they will not

subdivide or partition the Consolidated Property for a period of five years from and after the date of closing of this purchase. The parties agree that this provision will survive Closing.

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

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

f. 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.

g. 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.

h. Time is of the essence of this Agreement.

i. 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.

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

k. 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”

“SELLER”

City of Elkhart, Indiana
Department of Redevelopment

Wilber Bonilla

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission
229 S. Second Street
Elkhart, IN 46516

Cecilia Bonilla

Purchaser’s Address for Notice Purposes

Seller’s Address for Notice Purposes

EXHIBIT A

Lot Numbered One (1) as the said Lot is known and designated on the recorded Plat of NEWLAND TRAIL, PUD, said Plat being recorded in Plat Book 28, page 64, in the Office of the Recorder of Elkhart County, Indiana.

Parcel No.: 20-06-08-164-008.000

RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING VERITEXT INVOICE
FOR PROFESSIONAL/DEPOSITION SERVICES IN G&W CASE

Whereas, The Commission has acquired the realty at 2306 S. Main Street previously referred to as the G&W Industries property, which has environmental contamination and requires remediation, and has employed Ice Miller, LLP (“Ice Miller”) to pursue collection of the clean-up costs and related expenses; and

Whereas, Veritext prepared a certified transcript of the depositions of James V. Woodsmall and Carol McDowell and has submitted invoice 4846364 and invoice 4803861 for services rendered through February 24, 2021 in the total amount of \$3781.50 (the “Invoice”); and

Whereas there are no appropriated funds remaining to pay this Invoice, and it is necessary that \$3781.50 be appropriated; and

Whereas, the Commission has reviewed the attached Invoice and believes it is in the best interest of the City and its inhabitants that it be approved for payment and the funds appropriated for payment.

NOW THEREFORE BE IT RESOLVED:

1. The Commission approves the Invoice for payment from the \$3781.50.
2. The Commission appropriates the sum of \$3781.50 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to pay the Invoice.
3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF JUNE 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Bill To: Ice Miller LLP
 One American Square
 Ste 2900
 Indianapolis IN 46282-0200

Remit To: Veritext
 P.O. Box 71303
 Chicago IL 60694-1303

Statement of Account

For questions regarding this statement please contact Nancy Rosado at 973-410-4049 or collections-mw@veritext.com

Statement Date: 5/5/2021				Total Balance Due: \$3,781.50				
Invoice #	Invoice Date	Job #	Job Date	Caption	Contact	Type	Aged	Balance Due
4803861	2/2/2021	4390142	1/18/2021	City Of Elkhart Redevelopment Commission v G&W Industries, Inc., Et Al.	Samuel Gardner	O	92	\$2,081.75
4846364	2/24/2021	4442098	2/9/2021	City Of Elkhart Redevelopment Commission, etc. v G&W Industries, Inc., et al.	Samuel Gardner	O	70	\$1,699.75
							Total:	\$3,781.50

Current	31-60 Days	61-90 Days	> 90 Days	Total
\$0.00	\$0.00	\$1,699.75	\$2,081.75	\$3,781.50

Please Remit Payment To:

Veritext
 P.O. Box 71303
 Chicago IL 60694-1303

Page 1 of 1

Veritext, LLC - Midwest Region

Tel. 800-554-3376 Email: billing-chi@veritext.com
Fed. Tax ID: 20-3132569



Bill To: Samuel Gardner
Ice Miller LLP
One American Square
Ste 2900
Indianapolis, IN, 46282-0200

Invoice #: 4803861
Invoice Date: 2/2/2021
Balance Due: \$2,081.75

Case: City Of Elkhart Redevelopment Commission v. G&W Industries, Inc., Et Al. (20D021610CT000212) Proceeding Type: Depositions

Job #: 4390142 | Job Date: 1/18/2021 | Delivery: Normal

Location: Indianapolis, IN
Billing Atty: Samuel Gardner
Scheduling Atty: Samuel Gardner | Ice Miller LLP

Witness: Carol W. McDowell , 30(b)(6)	Quantity	Price	Amount
Original Transcript - Medical, Technical or Video	277.00	\$4.75	\$1,315.75
Attendance (Add'l Hours)	6.50	\$40.00	\$260.00
Attendance (First Hour)	1.00	\$70.00	\$70.00
Exhibits	24.00	\$0.25	\$6.00
Veritext Virtual Primary Participants	1.00	\$295.00	\$295.00
Exhibits - Linked (SBF, PTZ, LEF)	1.00	\$110.00	\$110.00
Electronic Delivery and Handling	1.00	\$25.00	\$25.00

Notes:	Invoice Total:	\$2,081.75
	Payment:	\$0.00
	Credit:	\$0.00
	Interest:	\$0.00
	Balance Due:	\$2,081.75

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: 4803861
Invoice Date: 2/2/2021
Balance Due: \$2,081.75

Veritext, LLC - Midwest Region

Tel. 800-554-3376 Email: billing-chi@veritext.com
Fed. Tax ID: 20-3132569



Bill To: Samuel Gardner
Ice Miller LLP
One American Square
Ste 2900
Indianapolis, IN, 46282-0200

Invoice #: 4846364
Invoice Date: 2/24/2021
Balance Due: \$1,699.75

Case: City Of Elkhart Redevelopment Commission, etc. v. G&W Industries, Inc., et al. (20D021610CT000212)

Proceeding Type: Depositions

Job #: 4442098 | Job Date: 2/9/2021 | Delivery: Normal

Location: Elkhart, IN

Billing Atty: Samuel Gardner

Scheduling Atty: Samuel Gardner | Ice Miller LLP

Witness: James V. Woodsmall	Quantity	Price	Amount
Original Transcript - Medical, Technical or Video	234.00	\$4.75	\$1,111.50
Attendance (Add'l Hours)	5.00	\$40.00	\$200.00
Attendance (First Hour)	1.00	\$70.00	\$70.00
Exhibits	53.00	\$0.25	\$13.25
Veritext Virtual Primary Participants	1.00	\$295.00	\$295.00
Electronic Delivery and Handling	1.00	\$10.00	\$10.00

Notes:	Invoice Total:	\$1,699.75
	Payment:	\$0.00
	Credit:	\$0.00
	Interest:	\$0.00
	Balance Due:	\$1,699.75

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: 4846364
Invoice Date: 2/24/2021
Balance Due: \$1,699.75

RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING VERITEXT INVOICE
FOR DEPOSITION IN FOUNDRY CASE

Whereas, The Commission has acquired the realty at 318 S. Elkhart Avenue and 201 Prairie Court previously referred to as the Elkhart Foundry property, which has environmental contamination and requires remediation, and has employed Ice Miller, LLP (“Ice Miller”) to pursue collection of the clean-up costs and related expenses; and

Whereas, Veritext Legal Solutions provided court reporting services for the deposition of James Patterson and has submitted invoice 4794797 for services on 1/14/21 in the amount of \$1854.55 (the “Invoice”); and

Whereas, it is necessary that \$1854.55 be appropriated in order to pay the Invoice; and

Whereas, the Commission has reviewed the attached Invoice and believes it is in the best interest of the City and its inhabitants that it be approved for payment from funds appropriated herein.

NOW THEREFORE BE IT RESOLVED:

1. The Commission approves the Invoice for payment from the \$1854.55 from the funds appropriated herein.
2. The Commission appropriates the sum of \$1854.55 from the Downtown Allocation Area No. 1 Special Fund to pay the Invoice.
3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF JUNE 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Veritext, LLC
Midwest Region



Bill To: Ice Miller LLP
 One American Square
 Ste 2900
 Indianapolis IN 46282-0200

Remit To: Veritext
 P.O. Box 71303
 Chicago IL 60694-1303

Statement of Account

For questions regarding this statement please contact Nancy Rosado at 973-410-4049 or collections-mw@veritext.com

Statement Date: 5/5/2021				Total Balance Due: \$1,854.55				
Invoice #	Invoice Date	Job #	Job Date	Caption	Contact	Type	Aged	Balance Due
4794797	1/29/2021	4400278	1/14/2021	City of Elkhart Redevelopment Commission v Elkhart Foundry & Machine, Inc., Et Al.	Brent W. Huber Esq	O	96	\$1,854.55
							Total:	\$1,854.55

Current	31-60 Days	61-90 Days	> 90 Days	Total
\$0.00	\$0.00	\$0.00	\$1,854.55	\$1,854.55

Please Remit Payment To:

Veritext
 P.O. Box 71303
 Chicago IL 60694-1303

Page 1 of 1

Fed. Tax ID: 20-3132569

Visa, Mastercard & American Express Accepted

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments or refunds will be made after 90 days.

Veritext, LLC - Midwest Region

Tel. 800-554-3376 Email: billing-chi@veritext.com
Fed. Tax ID: 20-3132569



Bill To: Brent W. Huber Esq
Ice Miller LLP
One American Square
Ste 2900
Indianapolis, IN, 46282-0200

Invoice #: 4794797
Invoice Date: 1/29/2021
Balance Due: \$1,854.55

Case: City of Elkhart Redevelopment Commission v. Elkhart Foundry & Machine, Inc., Et Al. (20D021602CT000050)

Proceeding Type: Depositions

Job #: 4400278 | Job Date: 1/14/2021 | Delivery: Expedited

Location: Elkhart, IN

Billing Atty: Brent W. Huber Esq

Scheduling Atty: Brent W. Huber Esq | Ice Miller LLP

Witness: James Patterson , 102-105

	Quantity	Price	Amount
Original Transcript - Medical, Technical or Video	132.00	\$4.75	\$627.00
Original Transcript - Expedited - Medical, Technical or Video	132.00	\$2.40	\$316.80
Attendance (Add'l Hours)	3.50	\$40.00	\$140.00
Attendance (First Hour)	1.00	\$70.00	\$70.00
Exhibits	172.00	\$0.25	\$43.00
Realtime Services	105.00	\$1.75	\$183.75
Veritext Virtual Primary Participants	1.00	\$295.00	\$295.00
Discount - Professional Courtesy	1.00	(\$205.00)	(\$205.00)
Veritext Exhibit Package (ACE)	1.00	\$29.00	\$29.00
Exhibit Share	1.00	\$345.00	\$345.00
Electronic Delivery and Handling	1.00	\$10.00	\$10.00

Notes: Discount applied as courtesy
Courtesy Discount Applied

THIS INVOICE IS 96 DAYS PAST DUE, PLEASE REMIT - THANK YOU

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Invoice #: 4794797
Invoice Date: 1/29/2021
Balance Due: \$1,854.55

Veritext, LLC - Midwest Region

Tel. 800-554-3376 Email: billing-chi@veritext.com
Fed. Tax ID: 20-3132569



	Invoice Total:	\$2,059.55
	Courtesy Discounts:	(\$205.00)
	Net Total:	\$1,854.55
	Payment:	\$0.00
	Credit:	\$0.00
	Interest:	\$0.00
	Balance Due:	\$1,854.55

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: 4794797
Invoice Date: 1/29/2021
Balance Due: \$1,854.55

Veritext, LLC - Midwest Region
Tel. 800-554-3376 Email: billing-chi@veritext.com
Fed. Tax ID: 20-3132569



Bill To: Brent W. Huber Esq
Ice Miller LLP
One American Square
Ste 2900
Indianapolis, IN, 46282-0200

Invoice #: 5016106
Invoice Date: 5/19/2021
Balance Due: \$1,244.15

Case: City Of Elkhart Redevelopment Commission v. Elkhart Foundry & Machine Company, Inc., Et Al. (20D021602CT000050) **Proceeding Type: Depositions**

Job #: 4554012 | Job Date: 4/28/2021 | Delivery: Normal

Location: Indianapolis, IN
Billing Atty: Brent W. Huber Esq
Scheduling Atty: Erik Mroz | Drewry Simmons Vornehm LLP

Witness: James Berndt	Quantity	Price	Amount
Certified Transcript - Medical, Technical or Video	357.00	\$2.95	\$1,053.15
Exhibits	2740.00	\$0.05	\$137.00
Veritext Exhibit Package (ACE)	1.00	\$29.00	\$29.00
Electronic Delivery and Handling	1.00	\$25.00	\$25.00

Notes:	Invoice Total:	\$1,244.15
	Payment:	\$0.00
	Credit:	\$0.00
	Interest:	\$0.00
	Balance Due:	\$1,244.15

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: 5016106
Invoice Date: 5/19/2021
Balance Due: \$1,244.15

From: billing-chi@veritext.com
Sent: Thursday, May 20, 2021 12:51 AM
To: icemiller.capture@chromefile.com
Subject: Veritext Mid-West - 5016106 - City Of Elkhart Redevelopment Commission v. Elkhart Foundry & Machine Company, Inc., Et Al. - 2021-04-28
Attachments: 5016106.pdf



Thank you for choosing Veritext for your recent proceeding. Attached is an invoice for the services provided. Should you have any questions, you may **REPLY TO THIS EMAIL** or call us at **800-554-3376**.

Please place this invoice in line for payment at your earliest convenience.
Thank you.

Your Veritext Team



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RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING AUGUST MACK INVOICE
FOR PROFESSIONAL/DEPOSITION SERVICES IN FOUNDRY CASE

Whereas, The Commission has acquired the realty at 318 S. Elkhart Avenue and 201 Prairie Court previously referred to as the Elkhart Foundry property, which has environmental contamination and requires remediation, and has employed Ice Miller, LLP (“Ice Miller”) to pursue collection of the clean-up costs and related expenses; and

Whereas, August Mack (“Mack”) has been employed as an expert witness for plaintiff and has submitted invoice 66991 for services rendered from March 22, 2021 through May 2, 2021 in the amount of \$14,477.50 (the “Invoice”); and

Whereas there are no appropriated funds remaining to pay this Invoice, and it is necessary that \$14,477.50 be appropriated; and

Whereas, the Commission has reviewed the attached Invoice and believes it is in the best interest of the City and its inhabitants that it be approved for payment and the funds appropriated for payment.

NOW THEREFORE BE IT RESOLVED:

1. The Commission approves the Invoice for payment from the \$14,477.50.
2. The Commission appropriates the sum of \$14,477.50 from the Downtown Allocation Area No. 1 Special Fund to pay the Invoice.
3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF JUNE 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary



1302 N. Meridian St., Suite 300
Indianapolis, IN 46202
ph: 317.916.8000
www.augustmack.com

Brent Huber
Ice Miller, LLP
One American Square
PO Box 8200
Indianapolis, IN 46282-0002

May 10, 2021
Project No: JV0791.380
Invoice No: 66991

Litigation Support - Deposition
Elkhart, IN

Professional Services from March 22, 2021 to May 2, 2021
Professional Personnel

	Hours	Rate	Amount	
Administrative	.25	110.00	27.50	
Principal	31.75	425.00	13,493.75	
Project Geologist	4.25	225.00	956.25	
Totals	36.25		14,477.50	
Total Labor				14,477.50
		Total this Invoice		\$14,477.50

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

	482 - Downtown		484 - Perre Moran		486 Downtown Capital	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		2,069,228.33		-		263,203.52
Revenues						
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	150,000.00	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	150,000.00	-	-	-	-
Expenses						
Personnel Services	5,932.98	32,637.10	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	325,000.00	-	-	-	-
Interest Expense	-	153,209.26	-	-	-	-
Other Services & Charges	8,245.86	123,924.18	-	-	-	141,250.20
Transfers (Out)	-	-	-	-	-	-
Total Expenses	14,178.84	634,770.54	-	-	-	141,250.20
Ending Cash		1,584,457.79		-		121,953.32
Less: Encumbrances		266,323.22		-		54,791.60
Estimated Ending Cash		1,318,134.57		-		67,161.72

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

	489 - Southwest		490 - Aeroplex		493 - Sterling	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash	-	-	785,699.52	785,699.52	-	-
Revenues						
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Other Services & Charges	-	-	-	1,652.00	-	-
Transfers (Out)	-	-	-	-	-	-
Total Expenses	-	-	-	1,652.00	-	-
Ending Cash	-	-	784,047.52	784,047.52	-	-
Less: Encumbrances	-	-	-	-	-	-
Estimated Ending Cash	-	-	784,047.52	784,047.52	-	-

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

	496 - Cassopolis		498 - Tech Park		500 - Main Gateway	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		9,005,858.44		648,430.82		-
Revenues						
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	80,000.00	80,000.00	-	-	-	-
Interest Expense	3,293.75	3,293.75	-	-	-	-
Other Services & Charges	83,704.73	816,835.59	-	2,291.99	-	-
Transfers (Out)	-	-	-	-	-	-
Total Expenses	166,998.48	900,129.34	-	2,291.99	-	-
Ending Cash		8,105,729.10		646,138.83		-
Less: Encumbrances		1,993,916.84		104,102.00		-
Estimated Ending Cash		6,111,812.26		542,036.83		-

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

	502 - Consolidated		281 - Redevelopment	
	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		5,949,278.95		35,132.85
Revenues				
Spring Property Taxes	-	-	-	-
Fall Property Taxes	-	-	-	-
State Grants	-	-	-	-
Miscellaneous	-	-	-	-
Rent Income	-	-	-	-
Sale of Property	-	-	-	-
Transfers (In)	-	-	-	-
Total Revenue	-	-	-	-
Expenses				
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Professional Services	-	-	-	-
Debt Service (Principle)	-	-	-	-
Interest Expense	-	-	-	-
Other Services & Charges	769.09	62,369.51	2,952.84	8,664.77
Transfers (Out)	-	-	-	-
Total Expenses	769.09	62,369.51	2,952.84	8,664.77
Ending Cash		5,886,909.44		26,468.08
Less: Encumbrances		3,376,015.38		-
Estimated Ending Cash		2,510,894.06		26,468.08



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

thefirm@warrickandboyn.com

www.warrickandboyn.com

Taxpayer I.D. 35-1036189

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

Page: 1
 May 31, 2021
 Account No: 26399-000M
 Statement No: 163511

Attn: Kacey Jackson

Re: General Services

Payments received after 05/31/2021 are not included on this statement.

Previous Balance \$36,782.84

Fees

		Hours	
04/27/2021	RAS Review multiple email correspondence re: taxes on redevelopment properties. Review tax sheet.	0.60	144.00
04/28/2021	RAS Review Multiple e-mail correspondence re: City of Elkhart parcels. Review tax information. Review leases for properties re: taxes	1.80	432.00
05/03/2021	MRY Calculate recording fees re: 1635 S. HURON STREET	0.30	45.00
	MRY Letter to Sheriff to serve two Statements of Claims re: K. HUBBARD and T. WHEELER	0.60	90.00
	GDB Review Adam's e-mail on new date inserts to contract and how to calculate liquidated damages and respond re: 112 DIVISION	0.30	85.50
05/04/2021	CTP Review latest draft of economic development agreement re: Meijer	0.50	127.50
	GDB Revise and e-mail Purchase Agreement for packet and for buyer to agree re: 112 DIVISION	0.50	142.50
	GDB Draft and send Resolution for S. Main Streetscape appropriation re: SOUTH MAIN STREETSCAPE	0.50	142.50
	GDB E-mails with Crystal re: no excess TIF analysis re: TIF ANNUAL MEETING	0.10	28.50
	GDB Draft Resolution, Affidavit and Purchase Agreement for third FEMA purchase re: 412 N. THIRD	0.80	228.00
	GDB Respond to Dana and Eric re: status of Hardee's and revisions to Resolution and Agreement. Follow-up e-mails re: status re: MEIJER	0.50	142.50
	GDB Draft Purchase Agreement. E-mail Meridian for legal description and Resolution re: LOT		

Re: General Services

			Hours	
		ADJACENT TO 1008 W. INDIANA	0.70	199.50
	GDB	Review and e-mail Resolution, Affidavit and Purchase Agreement to Dana and Chaise re: 412 N. 3RD	0.40	114.00
	GDB	Review and revise Resolution and purchase agreement and request vacant lot legal description. Review and revise Exhibit A to purchase agreement. Forward for packet and review re: LOT ADJACENT TO 1008 W. INDIANA	1.00	285.00
	GDB	Review Meijer's proposed changes to Development Agreement and e-mail to City Attorney and Engineer re: concerns over agreeing to obtain public easement for Emerson Drive extension re: MEIJER	0.40	114.00
	GDB	Review Dana's list of Agenda items and respond	0.20	57.00
05/05/2021	CTP	Review and revise resolution re: FEMA purchase	0.40	102.00
	MRY	Letter to Elkhart County Recorder re: Quit-Claim Deed re: 1635 S. HURON STREET	0.30	45.00
05/06/2021	GDB	Review Resolution to confirm identical to prior adopted Resolution and respond. Print revised re: 412 N. THIRD	0.30	85.50
	GDB	Review status of purchase agreement. E-mail Adam re: Gruber approval. Finalize Resolution re: 112 DIVISION	0.60	171.00
	GDB	Review J. Espar's update on discussions with Hardee's re: MEIJER	0.30	85.50
	GDB	Review final closing documents re: 526 W. WASHINGTON	0.30	85.50
	GDB	Review May packet	0.70	199.50
	GDB	Print final purchase agreement to be signed. E-mail final Resolution and Agreement to Dana to forward to Commissioners re: LA CASA/HURON STREET	0.30	85.50
	GDB	Review Mediation Agreement re: consultant for clean-up cost re: ICE MILLER/LA BOUR PUMP	0.30	85.50
	GDB	Review deposition bill. E-mail with Dana and Ice re: putting on June Agenda re: ICE MILLER/FOUNDRY	0.30	85.50
	GDB	Review Final Report and TIF reports form Crystal. E-mail Dana to forward to Commissioners re: TIF ANNUAL MEETING	0.60	171.00
05/07/2021	CTP	Review draft of Hardee's agreement	0.40	102.00
	CTP	Attend pre-agenda meeting	0.80	204.00
	CTP	Multiple emails L. Miller re: 1511 Prairie Street	1.70	433.50
	GDB	Attend Pre-Agenda meeting	0.80	228.00
	GDB	Review Hardee's Side Agreement draft and respond to J. Espar re: MEIJER	0.80	228.00
	GDB	Review S. Gruber's e-mail re: signature and acceptance of final purchase agreement terms re: 112 DIVISION	0.30	85.50

Re: General Services

		Hours	
05/10/2021	CTP Multiple emails with City Attorney re: Meijer agreement	0.90	229.50
	GDB Revise Resolution and run final Development Agreement to attach. Draft Resolution to approve Side Agreement with Hardee's and e-mail to client and J. Espar re: MEIJER	1.00	285.00
	GDB E-mail Dana and Commission to amend Agenda to approve Mediation Agreement re: ICE MILLER/LA BOUR PUMP	0.30	85.50
	GDB Final review of Resolution and related documents for meeting and e-mail follow-up list to Dana, et al.	0.80	228.00
	GDB Review J. Espar's e-mail and revised form of proposed Agreement with Hardee's and respond re: MEIJER	0.40	114.00
	GDB Review follow-up from John E. re: hold on Hardee's draft. E-mail with Dana re: HARDEE'S	0.40	114.00
	GDB E-mail with Brad H. re: need to finalize funding application and expectation to close on purchase in September re: LA CASA/1635 HURON	0.30	85.50
	GDB E-mail Dana to change No Excess TIF letter for Wes' signature as Vice President re: TIF LETTER	0.30	85.50
	GDB Forward latest draft of Development Agreement to Commission and update on status of Hardee's Side Agreement re: MEIJER	0.30	85.50
05/11/2021	CTP Attend Redevelopment Commission meeting	0.80	204.00
	GDB E-mails with A. Mack re: Resolution and Agreement status for Commission approval re: MEIJER	0.30	85.50
	GDB Review e-mail from Jamie with payment from GLC on Note and forward to T. Berry at Crowe re: GLC/MARTIN'S	0.40	114.00
	GDB Attend Board meeting re: AURORA CAPITAL	0.50	142.50
	GDB Attend Commission meeting	1.30	370.50
05/12/2021	CTP Attend eviction hearings on 209 N. Second Street. Draft agreed judgment and motion to continue hearing	2.40	612.00
	GDB Review update from T. Berry re: County correcting its A/V records re: EXPANSION AREA 3	0.30	85.50
	GDB E-mail Resolution to A. Mack, et al. and teleconf with Dana re: collecting signatures on Development Agreement re: MEIJER	0.30	85.50
	GDB Forward copy of Resolution to S. Gruber and to Meridian Title. Request Title Commitment re: 112 DIVISION	0.30	85.50
	GDB Teleconf with Dana and e-mail re: collecting signatures on purchase agreement re: LA CASA/HURON STREET	0.30	85.50
	GDB Teleconf with Dana re: attachment to Resolution re: TIF ANNUAL REPORT	0.30	85.50

Re: General Services

			Hours	
05/13/2021	CTP	Teleconf with K. Jackson re: 1511 Prairie	0.30	76.50
	GDB	Obtain and e-mail Amended signed Development Agreement to Ice Miller re: ICE MILLER/FOUNDRY	0.30	85.50
	GDB	Respond to Adam re: toll road sign repairs re: CASSOPOLIS STREETScape	0.30	85.50
	GDB	Review B. Hunsberger's requested changes to purchase agreement. Revise same re: LA CASA/HURON STREET	0.50	142.50
	GDB	Review information from Meridian re: legal description and issue over "split" of lot. Forward to Adam and Eric re: 112 DIVISION	0.40	114.00
05/14/2021	GDB	Web-ex meeting re: Tolson Center re: TOLSON CENTER	0.80	228.00
	GDB	Review and revise Purchase and Development Agreements per LaCasa's request. E-mail re-draft to all re: LA CASA/HURON STREET	0.30	85.50
	GDB	Review title commitment re: 412 NORTH 3RD	0.30	85.50
	GDB	Review information provided re: plan for improvements and funding. E-mail R. Rompola re: TOLSON CENTER	1.50	427.50
	GDB	E-mail Meridian et al. re: need to get legal descriptions for piece to sell and piece to return for right-of-way re: 112 DIVISION	0.30	85.50
	GDB	Review title commitment re: 112 DIVISION	0.30	85.50
	GDB	Draft and e-mail June Resolution approving Vertext bill and appropriating funds re: ICE MILLER/FOUNDRY	0.70	199.50
	GDB	Pull Resolution and Access Agreement forms. E-mail Adam re: inspections potential buyer wants to do on-site so Access Agreement can be drafted re: 1701 STERLING	0.40	114.00
	GDB	E-mail Meridian, et al. to clarify if the legal description on the purchase agreement already excludes the right-of-way piece and if we need to do a right-of-way deed to City still re: 112 DIVISION	0.40	114.00
05/17/2021	GDB	Review the 2012 survey and confirm the legal on the Cherokee Rose purchase agreement is correct. Respond to Meridian to prepare closing documents and respond to Adam we need legal for portion City returns re: 112 DIVISION	0.60	171.00
	GDB	Check status of recording of BPW deed re: LA CASA/HURON STREET	0.10	28.50
	GDB	Respond to Chaise re: title company obtaining mortgage pay-off re: 412 NORTH 3RD	0.30	85.50
05/18/2021	GDB	Review e-mails from Brent and forward to Commissioners re: setting a firm settlement number for negotiations re: ICE MILLER/FOUNDRY	0.40	114.00
	GDB	Teleconfs with R. Rompola re: drafts and		

Re: General Services

		Hours	
	scheduling re: TOLSON CENTER	0.20	57.00
GDB	Receive signed Purchase Agreement. Draft June Resolution approving sale. E-mail to Dana re: 1008 W. INDIANA	0.50	142.50
GDB	Review final commitment. E-mail Steve to provide Operating Agreement or Resolution to Meridian re: 112 DIVISION	0.50	142.50
GDB	Review and respond re: J. Espar's e-mail to Hardee's re: MEIJER	0.50	142.50
05/19/2021	GDB Respond to B. Huber re: settlement e-mail re: ICE MILLER/FOUNDRY	0.30	85.50
	GDB Review A. Mack invoice. Draft Resolution approving and appropriating funds. E-mail for packet re: ICE MILLER/FOUNDRY	0.60	171.00
	GDB Draft Resolution appropriating funds for Marbach legal description of right-of-way retained real estate re: 112 DIVISION	0.60	171.00
	GDB Teleconf with R. Rompola re: timetable and actions needed from Redevelopment Commission re: TOLSON CENTER	0.70	199.50
05/20/2021	CTP Review Tolson Center plans and ordinance, Review Benham East Urban Renewal Plan	1.80	459.00
	GDB Review statute re: appraisal rental value. Review agreements. E-mail re: Benham East boundaries re: TOLSON CENTER	1.60	456.00
05/21/2021	GDB Review drafts. Scan and e-mail comments to R. Rompola. E-mail Adam to line up appraisers. Review statutes re: TOLSON CENTER	1.50	427.50
	GDB Draft e-mail to Commissioners with copies of latest documents and explanation of process with timetable to fund the Tolson renovation and programs. Follow-up e-mails on appraisals needed re: TOLSON CENTER	1.30	370.50
05/24/2021	CTP Teleconf with K. Jackson re: 203 S. Main Facade Loan. Review contract re: same	0.80	204.00
05/25/2021	CTP Meeting with K. Jackson and staff re: 1511 Prairie	1.40	357.00
	CTP Review River District leases. Email D. Bennett re: same	1.60	408.00
	CTP Conference with L. Miller re: 209 Second Street. Draft and file writ of restitution re: Tara Wheeler 209 Second Street	1.20	306.00
	GDB Review e-mail re: vacation of premises and charge on utilities re: SUBWAY	0.10	28.50
	GDB Review revised agreements. E-mail counsel re: concern with Paragraph 7 of sub-lease -- default and remedies re: TOLSON CENTER	1.50	427.50
	GDB Teleconf with Shelly Moore and Mike Higbee re: establishing Development Area. Review files and e-mail Shelly and Mike re: PIERRE MORAN		

Re: General Services

		Hours	
	AREA AND REDEVELOPMENT PLAN	1.80	513.00
GDB	Teleconf with Shelly Moore re: terminating leases and setting a timetable for demolition. Conference with CTP re: same re: RIVER DISTRICT	0.50	142.50
GDB	Pull 2005 Declaration and Confirming Resolutions with Plan. E-mail Dana for copies of the 2007 Amending Resolutions re: PIERRE MORAN AREA	0.70	199.50
GDB	Review and revise recommendation on termination of leases re: RIVER DISTRICT	0.30	85.50
GDB	Draft Resolution authorizing electronic meetings	0.30	85.50
05/26/2021	GDB Review statutes and procedure to amend Plan. Prepare timetable. E-mail Dana for Planning Commission and Council meeting dates. Locate copies of relevant documents to provide re: PIERRE MORAN	2.00	570.00
	GDB E-mails with S. Gruber and J. Hughey re: preparation of documents for closing re: 112 DIVISION	0.30	85.50
05/27/2021	CTP Review Pizza Hut Lease. Teleconf with A. Fann re: same	0.90	229.50
	GDB Review and revise Resolution re: meeting participation. E-mail for packets	0.60	171.00
	GDB Search status of expansion of boundary. Prepare timetable to amend Plan. Review impact of Consolidated Plan. Pull copies to e-mail Shelly and Mike. Draft e-mail and send re: PIERRE MORAN	2.40	684.00
	GDB Draft Resolution to pay deposition reporter and e-mail for packet re: VERITEXT/ICE/FOUNDRY	0.60	171.00
	GDB Teleconf with R. Rompola re: concerns with default clause and Council's pledge to fund litigation costs of Commission re: TOLSON CENTER	0.90	256.50
05/28/2021	GDB Review e-mails re: termination of leases re: RIVER DISTRICT	0.30	85.50
	For Current Services Rendered	66.80	18,291.00

Expenses

05/04/2021	Payment to Elkhart County Auditor re: transfer fee re: 1635 S. HURON	10.00
05/12/2021	Payment to Elkhart Truth re: publication of Notice of Public Meeting re: 1710 S. MAIN. Ad No. 70030743, ran 04/15 and 04/22/21.	92.95
05/12/2021	Payment to Elkhart Truth re: Notice of Public Meeting re: LOTS 645, 646 and 647 - HUDSON-STERLING ADDITION. Ad No. 70030761, ran 04/15 and 04/22/21	55.64

Re: General Services

Total Expenses 158.59

Advances

05/04/2021	Recording fee paid to Elkhart County Recorder re: quit-Claim Deed for 1635 S. HURON	25.00
05/12/2021	Online legal research - April services	65.26
	Total Advances	90.26

Total Current Work 18,539.85

Payments

05/10/2021	Fee Payment - Check No. 280007	-18,820.50
05/10/2021	Advance Payment - Check No. 280007	-59.34
	Total Payments	-18,879.84

Balance Due \$36,442.85

Aged Due Amounts

0-30	31-60	61-90	91-120	121-180	181+
18,539.85	17,903.00	0.00	0.00	0.00	0.00

Please Remit \$36,442.85

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



Warrick & Boyn, LLP
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Taxpayer I.D. 35-1036189

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

Page: 1
May 31, 2021
Account No: 26399M

Attn: Kacey Jackson

*Payments received after 05/31/2021 are not included on
this statement.*

26399-000 Re: General Services

Balance
\$36,442.85

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.