

***PERSONAL AUDIO ENHANCERS ARE AVAILABLE FROM THE COUNCIL
SECRETARY***

AGENDA FOR REGULAR ELKHART CITY COUNCIL MEETING

LOCATION: CITY HALL, 2ND FLOOR, COUNCIL CHAMBERS

September 16, 2024

7:00 P.M.

1. Call to Order, Pledge, Moment of Silent Meditation, Roll Call

2. Minutes for Approval

Minutes of August 19, 2024 – Council Meeting

Presentations and Introductions

Unfinished Business

a) Reports of Council Committees

b) Ordinances on Second-Third Reading

Proposed Ordinance 24-O-32, an ordinance appropriating Eight Hundred Fifty Thousand Dollars (\$850,000.00) from the Economic Development Income Tax Fund to the Revolving Loan Fund and authorizing the use of said funds as a forgivable loan in connection with the construction of a forty-eight unit affordable housing project for economic development purposes

Proposed Ordinance 24-O-33, an ordinance of the Common Council of the City of Elkhart, Indiana, amending Ordinance No. 4099, and Ordinance No. 5234, to amend the hour of the regular and initial meetings of the Common Council Respectively

c) Ordinances and Resolutions Referred to Committees

There are no Ordinances or Resolutions Referred to Committees

d) Tabled Ordinances and Resolutions

Proposed Ordinance 24-O-10, an ordinance of the Common Council of the City of Elkhart, Indiana, authorizing the issuance of the City of Elkhart, Indiana, taxable Economic Development Revenue Bonds and approving and authorizing other actions in respect thereto

Proposed Resolution 24-R-45, a resolution of the Common Council of the City of Elkhart, Indiana, waiving noncompliance with the requirement for the timely filing of the annual statement of compliance of benefits form (CF-1/PP), and finding SCG Acquisitions Company, LLC D/B/A Speedgrip Chuck Company and Suwanee Precision Holdings, LLLC to be in substantial compliance with the statement of benefits and memorandum of agreement

3. New Business

a. Ordinances on First Reading

Proposed Ordinance 24-O-34, an ordinance adopting the operating budget for the 2025 calendar year, appropriating funds for such purposes and establishing the tax rate for the City of Elkhart

Proposed Ordinance 24-O-35, an ordinance fixing the annual salaries of elected officials of the City of Elkhart, Indiana, for the calendar year 2025

Proposed Ordinance 24-O-36, an ordinance fixing the salaries and wages for appointed officers and other salaried employees of the City of Elkhart, Indiana, for the year 2025

Proposed Ordinance 24-O-37, an ordinance adopting a schedule of salaries and other compensation for the police officers of the City of Elkhart, Indiana, for the calendar year 2025

Proposed Ordinance 24-O-38, an ordinance amending the zoning map created pursuant to ordinance no. 4370, the “zoning ordinance of the City of Elkhart, Indiana” as amended, to rezone 1723 Oakland Avenue, Elkhart, Indiana from R-4, multiple family dwelling district to R-2, one family dwelling district

Proposed Ordinance 24-O-39, an ordinance authorizing the mayor or his designee to accept a U.S. Department of Housing and Urban Development Grant in the amount of one million fifty thousand dollars (\$1,050,000.00) for lead hazard reduction capacity building grant

b. Resolutions

Proposed Resolution 24-R-47, a resolution of the Common Council of the City of Elkhart, Indiana, approving the substantially final form of development and loan agreement 515 East Street Project

c. Vacation Hearings

There are no vacation hearings

d. Other New Business

e. Reports of Mayor, Board of Works, Board of Safety or City Departments

f. Neighborhood Association Report

g. Privilege of the Floor

Please limit your comments to 3 minutes to allow others time to comment

h. Scheduling of Committee Meetings

FINANCE COMMITTEE OF-THE-WHOLE MEETING ON SATURDAY, SEPTEMBER 21ST. BUDGET HEARINGS WILL START AT 9:00AM. BREAKFAST FROM 7-9AM AND LUNCH FROM 11:30AM-12:30PM. HEARINGS WILL BE HELD AT THE LERNER IN THE THEATRE.

4.

Acceptance of Communications

Minutes of August 13, 2024 – Aurora Capital Development Corporation

Minutes of August 13, 2024 – Elkhart Redevelopment Commission

Minutes of August 14, 2024 – Lerner Theatre Board

Report –Month End August – Elkhart Communication Center

Adjournment

DRAFT

MINUTES OF THE REGULAR COMMON COUNCIL MEETING
OF AUGUST 19, 2024

Present: Council President Arvis Dawson
Council Members Alex Holtz, Brent Curry, LaTonya King, Aaron Mishler,
Dwight Fish, Tonda Hines, David Henke

Absent: Councilman Chad Crabtree

This meeting was made available to the public electronically through WebEx.

President Dawson called the meeting to order at 7:00 p.m. in the Council Chambers at City Hall, 229 S. Second Street, in Elkhart.

Steve Travis led the assembly in the Pledge of Allegiance. President Dawson asked for a moment of silent reflection.

The clerk called the roll.

APPROVAL OF MINUTES

President Dawson asked for a motion and second to approve the minutes from the August 5, 2024, Council meeting.

Motion made by Councilwoman Hines, second by Councilman Fish

By a unanimous voice vote, the minutes were approved.

PRESENTATIONS AND INTRODUCTIONS

President Dawson opened the presentation starting at 26 minutes and 23 seconds of the audio recording.

President Dawson said we have a presentation in recognition of the Martial Arts team from Steve's Gym for AAU Tae Kwon Do National Championship.

Mayor Roberson said, Good evening. He asked Steve Travis to step up and said Steve is very well known to our Community, he is a former police officer and has been operating Steve's Gym since 1972. Steve has been doing a fabulous job with the kids regarding Tae Kwon Do. **Mayor Roberson** said he would like to read this certificate of recognition for some very special athletes. **Mayor Roberson** asked the athletes to come to the front for the reading of the proclamation. After he read the Certificate of Recognition, he asked Steve Travis to talk about their accomplishments.

The Certificate of Recognition is attached to these minutes.

Steve Travis said he would like to thank the Council for recognizing our athletes. He has had several national champions throughout his career, but the thing that is special about this group is that every one of these athletes this time got at least one gold medal. That was the first time, so he wanted to recognize them. He also wanted to say this is a community team and all of these athletes are amateur union sanctioned and all of the coaches go through an amazing amount of work in order to get to this level. The expense of going to this event in Fort Lauderdale, Florida, are extreme. He asked Coach Jarrod Brigham to speak about the community support and the sponsors that made this happen and why he said this is a community team.

Jarrod Brigham said the biggest fundraiser they had this year was selling banners that were hung around the gym. There were 22 of the banners, which raised over Ten Thousand Dollars, (\$10,000.00), but that did not cover all of the expenses. He said, to send a team of this size was around Fourteen Thousand Dollars (\$14,000.00). The kids had more fundraisers, they went door to door selling donut certificates, from Martin's Supermarket, they sold flowers and they held a dinner and auction. He said, we really leaned on the community a lot for support, for example, we had Witch Hammer Tattoo, Billing's Funeral Home, among others who were very supportive of the team and if it were not for the support of our local businesses, we would have not been able to go, so we are very appreciative of all of support of the local businesses. The team took picture with the Mayor and the City Council.

President Dawson said we will take a two (2) minute recess for those who wish to leave before the meeting continues.

The Proclamation ended at 35 minutes and 8 seconds of the audio recording.

The meeting resumed at 36 minutes and 17 seconds of the audio recording.

UNFINISHED BUSINESS

REPORTS OF COUNCIL COMMITTEES

There were no reports.

ORDINANCES ON SECOND-THIRD READING

Proposed Ordinance 24-O-26

AN ORDINANCE APPROVING THE THIRD MAJOR AMENDMENT TO THE CONCORD MALL PLANNED UNIT DEVELOPMENT TO CHANGE THE ZONING STANDARDS FROM B-4, REGIONAL BUSINESS DISTRICT TO R-4, MULIT-FAMILY RESIDENTIAL DISTRICT, B-2 COMMUNITY BUSINESS DISTRICT, AND M-1, LIMITED MANUFACTURING STANDARDS

President Dawson asked the clerk to read the proposed ordinance by title only. He asked for a motion to adopt on Second Reading. Motion by Councilman Henke, second by Councilwoman Hines

COUNCIL DISCUSSION ON PROPOSED ORDINANCE 24-O-26

President Dawson opened the Council discussion starting at 36 minutes and 58 seconds of the audio recording.

Mike Huber, Director of Development Services, said this ordinance is regarding the property owners, Industrial Commercial Properties, hereafter, (ICP), who are renovating the remainder of the current Concord Mall project property. They have acquired the former theatre site. The action we are taking tonight is to bring it under the same Planned Unit Development here after (PUD) rules that were established previously for the PUD property. We are just adding this to the rest of the amended PUD to follow the same rules.

Councilman Fish asked, what is the relationship now with this potential builder, or do we have that builder yet? **Mike Huber** replied, all this is doing is taking a piece of property that was not included in the previous PUD, it was not acquired by ICP at that time. All they are doing now is since they acquired that, they are going to tear the theatre down and all this does is extend the rules to the rest of the PUD. This allows the theatre site to follow the same rules as the current PUD.

PUBLIC DISCUSSION ON PROPOSED RESOLUTION 24-O-26

President Dawson opened the public discussion starting at 38 minutes and 30 seconds of the audio recording.

There was no public discussion.

COUNCIL DISCUSSION ON PROPOSED ORDINANCE 24-O-26

President Dawson returned the discussion to the council starting at 38 minutes and 34 seconds of the audio recording.

Councilman Henke asked, do we have an ultimate plan for this parcel. **Mike Huber** said, according to the renderings of what we've seen previously, this is part of the property that would be designated for future residential development. That does not mean it is necessarily going to be that. ICP is currently just trying to get through the renovation of the existing mall property. He knows they have had some conversations with a developer concerning housing, but he is unaware of any new agreements on housing. **Councilman Henke** said he did not recall from the original plan how much housing that was in the original proposal. **Mike Huber** said he thinks it was around 10 to 12 acres of the total that were designated for housing. **Councilman Henke** asked do we remember what the capacity by units that was proposed. **Mike Huber** replied, probably two hundred (200) to two hundred twenty (220) units.

President Dawson asked the clerk to do a roll call vote on second reading.

AYES: Holtz, Curry, King, Mishler, Fish, Hines, Henke, Dawson
NAYS:

By a vote of 8-0, the proposed ordinance passed on second reading.

Motion for third and final made by Councilman Henke, second by Councilman Fish.

President Dawson ask the clerk to read the proposed ordinance by title and do a roll call vote.

AYES: Holtz, Curry, King, Mishler, Fish, Hines, Henke, Dawson

NAYS:

By a vote of 8-0, the proposed ordinance passed on third and final reading.

Discussion on the proposed ordinance ends at 40 minutes and 42 seconds of the audio recording.

Proposed Ordinance 24-O-27

AN ORDINANCE PROHIBITING THE CAMPING AND STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY EXCEPT IN DESIGNATED CAMPING AREAS

President Dawson asked the clerk to read the proposed ordinance by title only. He asked for a motion to adopt this ordinance on second reading. Motion by Councilman Fish, second by Councilwoman Hines

COUNCIL DISCUSSION ON PROPOSED ORDINANCE 24-O-27

President Dawson opened council discussion starting at 41 minutes and 4 seconds of the audio recording.

Councilman Fish said he had an amendment under Section 5, Enforcement, to take out the words from “City employees designated by the Parks and Recreation Board, Public Safety Board, Public Works Board, Redevelopment Commission, Building Commissioner, Code Enforcement Authority or Mayor” and insert the following: The Chief of Police, the Chief of Fire and the Building Commissioner or their designees, are authorized and empowered to enforce this ordinance on behalf of the City, including issue citations and take any other lawful civil action to prosecute violations of this Chapter, in accordance with the provisions herein or other applicable procedural laws.

Motion by Councilman Fish, second by Councilwoman Hines.

COUNCIL DISCUSSION ON AMENDMENT TO PROPOSED ORDINANCE 24-O-27

President Dawson opened council discussion starting at 42 minutes and 19 seconds of the audio recording.

There was no Council discussion.

By a unanimous voice vote, the amendment was approved.

Councilman Mishler proposed an amendment to Section 1, Definition, Paragraph A, to remove the wording “one night” and insert, more than one night.

Motion by Councilman Mishler. There was no Second.

The motion failed due to a lack of a second.

PUBLIC DISCUSSION ON PROPOSED RESOLUTION 24-O-27

President Dawson opened the public discussion starting at 43 minutes and 30 seconds of the audio recording.

JoAnn Weeks said, she is against this for the simple reason, she doesn't think it actually addresses how to rectify homelessness and criminalizing it will also impact people who are already at risk. They have no jobs, they have no money and how will they pay their fines. How are they going to get a job and where will they go? She does not hear a plan in any of this that addresses how to make it better, only to get rid of it. We cannot just push them from pillar to post, we need to have a plan.

Brian Thomas said, he is asking the Council to pass this ordinance and put it into effect, if nothing more than the fact that it puts another tool in the hands of our enforcement officials to end up in the long run helping the homeless and the displaced within the City of Elkhart. He said he has one question, in the first “whereas”, it says the City of Elkhart intends to exempt from the enforcement of this ordinance, any person for whom space in an overnight shelter, transitional shelter, or other accommodations is not available. Then to cover that he believes that Section 6 was added, any person who is indigent and homeless is exempt from the application of this Chapter, unless an overnight sleeping accommodation is available to such person within Elkhart County, and such person has or is provided transportation to the place of accommodation. He thinks the wording in Section 6 is awkward, whereas says the person is exempt, if they can find a shelter. Where in Section 6 it says they are exempt, unless there is a shelter found. This might want to be considered after public discussion. The second thing is camping equipment includes but not limited to tarps, cots, beds, sleeping bags, hammocks, cooking utensils, would be expected to be found in an encampment. A person who is in a public space who is on a park bench, just sleeping, no cot, no hammock, no sleeping bag and no equipment, do they fall under the existing loitering ordinance? How are they handled? What if they are just sleeping on the ground, no cardboard, no tent, no piece of Visqueen, nothing that would constitute camping equipment, how would that be handled? He does hope you pass the ordinance. As it was discussed a year or so ago, and we probably have the same agreements, for it and against it and he is anxious to see what the vote is. Over and above this ordinance, it addresses public spaces, which takes care of a problem that we have. His concern is the people who own private property are thrown under the bus. He had a situation in the last two weeks, where a homeless gentleman moved all of his belongings into the parking lot that he owns on North Main Street. He had a shopping cart, a bed, a bike, a cooking grill and boxes of clothes that just appeared overnight. He let it go for a few days, but the straw that broke the camel's back was he hauled in an industrial size refrigerator. He started getting phone calls from people asking him if he knew this was happening on his property. He tried many times to find the gentleman but could not find him, he asked Guidance Ministries and they helped by announcing it at their dinner to tell this person he was on private property. He also called the police and asked what the procedure was if someone was on private property. He was informed if someone is on private property he had the

opportunity to remove his belongings at any point in time, but he would have to pay for the removal. He posted a note on the gentleman's belongings letting him know he was on private property and he had a specific time to remove them or the items would be removed. The gentleman removed the items except for a few things and the gentleman moved a half a block down the alley and he is now on private property again. His worry about this is if the homeless are not allowed or they are moved from a camping site, where they are staying they are going to come in to doorways, and places that are private property and not public property. We have had that problem before, you will see people sleeping in doorways. He understands that they cannot legislate what happens on private property, but it does seem disingenuous that the private property owner has to foot the bill if a homeless person decides to take up residence on their property. Please address the two issues on the wording and take his comments on the private property to heart.

Lori King said she wanted to thank the Council members who had reached out to her and spent time with her discussing this ordinance. As discussed the proposed ordinance is very broad and non-descript, such words as intend, strive to minimize the adverse effects and substantial risk, the plumb line and the measure stick is not given, thus leaving the interpretation to individuals subjective decisions. She would like to suggest a moratorium on expanding the ordinance if it is passed for a five year period to give the city time to measure the success of the ordinance. She has grave concerns regarding making sleeping in vehicles for a night illegal in the City of Elkhart. She questions what happens if someone gets tired and they pull over because they need a bit of sleep or if they realize they have had too much to drink and they pull over. She wants that person to pull over. She questions what if that person is sick, she herself has had that issue and has had to pull over and actually went to sleep for a bit until the sickness passed. She is concerned that we would make that illegal. She is absolutely certain that most of our problems in our city regarding camping involve people who can go to a shelter, but they chose not to go. Ordinances such as, curfew, littering, nuisance laws need to be enforced on these people. One of her jobs is to partner with other agencies to help those who want and need help to transition from homelessness to being housed. These people do not want to be homeless, they are working toward independence and she is concerned that this could hinder those who cannot go to our homeless shelter and must be outside. These people are trying to be low key, they are often hiding as if they are fugitives and they are trying to stay on the right side of the law. They do not want trouble. She has a story to tell of a lady who lives in her car, she cannot go to the homeless shelter due to her mental health condition. She is not causing any trouble, she is not littering or being a nuisance in any way, yet sleeping in her car will be against the law if this ordinance is passed. What in the world is this poor lady supposed to do? She feels really bad about this. She could give names of people, the places, the dates, and the times which park and so on of people who could not go to the shelter. They are harassed and told to get up and move and they try to hide somewhere else and they are told you have to get up and go multiple times per night. This happens now, why do we think that is going to change, even though they know that they cannot go to the shelters. She has concerns about that and she is not for this ordinance. She is for doing something about camping and people who want to do their own thing, getting high, getting drunk and all of the carousing they do. Those people need to get help and if they will not get help then what are we going to do about that, what is the plan? Unfortunately, how she reads this ordinance it is going to affect a lot of people that have no choice, it encompasses them as well, so she has some concerns.

Thomas Butler said you just heard from a wonderful member of our community, Pastor Lori King, who knows about as much as anyone about working with the homeless in this community and is doing wonderful work to try to help these people. Unfortunately, in our country, we have a situation now where we have more and more homeless people than we have ever had before. And more and more people that are not homeless because of drug addiction or other problems. It is because of the cost of rent. He has been in Elkhart for about twenty six (26) years, during the first thirteen (13) years that he was here, the child poverty rate in the city doubled, now it is quadruple or quintupled. We have a lot of problems with poverty in this country, in the world and in this city. It really breaks his heart to see people who are camping who appear to be just elderly, appear to be sober and appear to not be any problem to anyone. We have plenty of rules and regulations on the books to arrest anyone who is a public nuisance, who is intoxicated, who is high on drugs or are causing problems, that is ok, and there are very few members of the public who have a problem with that. The homeless are the most vulnerable members of our population. Government exists to address the problems that the private sector cannot address and will not address. Those problems are the highest with the homeless. This ordinance criminalizes someone's intent to just simply live and struggle to get by as best they can. He is philosophically opposed to this just because of the basic respect for human rights and human dignity and he hopes the council feels that way also. He has met each council member and all appear to be great members of the community, they go to community events, and they help people. Everyone appears to be involved in social events community events and volunteer events. He cannot imagine that any of them would want to make things more difficult and make things rough on the most vulnerable members of our community, the homeless. He hopes that the ordinance will be unanimously be voted against, because he knows each and every one of the council members and he knows they appear to be good people.

Thomas Kulesia said it appears that the people that know way better than he does about this ordinance and how it will affect the people we are trying to manage. He is not going to pretend to be sensitive to the homeless and people who become homeless. People become homeless for various reasons, he could become homeless due to an economic downturn in the RV industry that would not be my fault. But it would be his fault for over extending himself or not preplanning for that. It is kind of a weird thing that this is almost the same document that was presented a year ago and in a whole year we could not work on it, knowing it is a problem. Just because of legislation that passed in Grants Pass, Oregon. Could we even afford the litigation that might come from this? Grants Pass spent a lot of money and legal time and who paid for that. He is going to present a couple of scenarios where this could directly affect taxpayers. What if we have homeless individuals from neighboring cities, Mishawaka, Goshen, South Bend, or Middlebury, who decide to be snowbird homeless? The weather gets cold and they set up a makeshift tent and they self-report to 311 and the appropriate department comes to assess the situation and the homeless person complies and has their belongings put into storage. They go to the shelter for one night and then they make their way to Florida for a few months knowing they have sixty (60) days to come back and claim their belongings. This ordinance does not account for that, there are so many holes. Taxpayers who are in the RV industry are getting laid off and production is half of what it once was, we cannot foot the bill for example, Mishawaka or Goshen, or the storage of the homeless from other communities that end up here in Elkhart. Another instance is people who scrap metal, they may have illegally acquired copper wire, they put it in a cart and they do not want to store it because they are waiting for the prices to go up, now the city is storing their metal waiting for the price to go up. The biggest thing he sees is the 48 hour timeline, so we have this ordinance, we have a lot of parks in Elkhart and they can just move every 48 hours, it is a cat

and mouse game. If this ordinance overrides all the other ordinances because they are camping they could literally come into a park before a big event, such as, Rhapsody in Green and with the 48 hour rule, you cannot move them. This ordinance almost gives them the right to stay for 48 hours. It is shameful what we ended up with after a year of tabling the ordinance. He thinks the real problem is we have not addressed the overriding issue of homelessness and how we manage it and we are not managing it. We say we are going to pass it on to non-government agencies to assist individuals with experiencing homelessness. Which is great, we have a lot of those in our town, his concern is scaling that is a social economic issue. He personally feels compelled to bring up the elephant in the room. When he drives by the homeless shelter, it used to be the Faith Mission of Elkhart, we take care of our people. It has been around a long time he does not know if we can measure the amount of improvement. We moved them off of Main Street, it was probably a great opportunity, but it was an opportunity lost. Just like this could be a huge opportunity lost if we do not do better than this. They are a non-profit business it is a family business. If he had a business he would be regulated, his liquor license, his health code enforcement, but we are not regulating our non-profits in this town, where they are actually doing good with city money and city resources. We are not regulating our non for profits in this town and being equal partners in the process. It is now the Faith Mission of Michiana, they have scaled and being on Martin Luther King Jr. Drive, there are really no other businesses over there and they have acquired all the other adjacent properties. It is a big small business that does not seem to be regulated in any way it just keeps scaling. They have it on all their trucks and on Facebook and they are marketing themselves as the savior of a big radius. We cannot solve the problem as the City of Elkhart, unfortunately. We cannot pay to store people's stuff, that's crazy.

Jay Little said he doesn't carry the Bible with him much because he believes in the separation of church and state, but he wanted to read something out of the book of Matthew, "And the King will say, I tell you the truth when you did this to least of my brothers and sisters, you did it to me". He thinks it is very important that we think about that. The other thing is that being a Caucasian, he has never been told to move from a neighborhood because he wasn't welcome there. If this ordinance is what Lori King says it is, that would give the police the opportunity to use it inappropriately? To both of the Tom's points, what kind of litigation is this going to cause us? His final thought is about a book he has brought in to Council before by Sam Quinones who has written two books on the subject of drugs, he suggests the Council needs to get them and read them and understand what is in them. It is powerful in regards to what drug problems we have in the United States. Also, the biggest group of new homeless in the United States are over 62, let that sink in, how many of us here are over 62 or close.

COUNCIL DISCUSSION ON PROPOSED ORDINANCE 24-O-27

President Dawson returned the discussion to the council starting at 1 hour 9 minutes and 47 seconds of the audio recording.

Councilman Henke said, he appreciated Thomas's wisdom on this. Someone brought back this ordinance from a year ago. We don't know the intent of why it came back, but six (6) months before that was a homeless bill of rights that came up and it seemed popular, it seemed like a feel good piece of legislation and he finds this is no different than that. 3.5 million people become homeless in this country every year. That is a huge amount of people, multiply over ten (10) years. He thinks few are taking any data to say what is the cause? Where is the trend? He said according to literature, so it is cognitive neural issues including dementia psychological disorder. A good amount are addicted either to medications, prescribed or un-prescribed, alcohol and our region is a huge factor, Wernicke-Korsakoff syndrome, which is an alcohol related syndrome. He

has treated quite a number of homeless people at his nursing home, interestingly 50 % want to stay long term because it is a nice place to sleep and you get three meals a day and medical attention, but the other 50% want to leave, because they are unwilling to part with their social security money or disability monies, not giving it up for anything else other than usually their addiction. He has talked about this before in this room. There are over twenty (20) current laws on the book that we could utilize and somehow do not. If you look up national statistics it is because we do not want to clutter the courtroom. We do not want to go find people who do not show up for court. We do not want to figure out how to find them. He believes that is part of the answer. Because if we don't hold them long enough to determine if it is a mental disease and we could help, if it is a physical disease and we can help or if there is some other reversible ailment. The difficult ones that he finds very challenging and hard to accept are those who had a medical crisis and lost everything they had due to medical bills, that is a real thing. If someone is on his personal property he calls the police and the police come out and the police remove them. That is how it is. There's solicitation law, theft, common nuisance, noise, trespassing, drugs, firearms, unlicensed animal, rape, pan handling, curfew, littering, loitering, public indecency, guns without permit, defecation and urination in a public space, we have laws. We have a bunch of laws. We do not enforce them and it is well written if you go to Google and find police enforcement of homeless people. There is a real issue there because what do you do next when they do not abide by normal processes? How do you get them to court? How do you get them to show up for these things? But Elkhart city, as it normally does, is a great giving community He appreciates Pastor Lori giving him time this past week, but he would also agree, there that she is an expert in our area on homelessness and that she makes no bones about the measures in which she has grown to know. On the other hand, because we have been such a big caring community, we have made things work and we have overlooked and we have allowed to the point where that is the unspoken law. If you don't enforce it, that is the new law. If it has been allowed for a period of time, that is the new law and that is hard to undo. So he finds as Tom did, we should have done our homework, we could have done better, we could have put this into place. There is plenty of ambiguity. There is plenty of non-measurable things in this particular ordinance that could not hold up in court. Any savvy lawyer would eat us alive. How did you make that one different than the other one? We talk about people that we won't enforce from Faith Mission and those that have been kicked out and not allowed to go back. Why is that? Has anybody looked? He can tell you what it is aggressive behavior, rape, illegal drugs, hand guns, and they cannot come back. So Elkhart is saying, those are the ones that will allow to stay on the streets because they are not accepted anywhere else. That is exactly who the police need to pay attention to and there should be some cooperation between all the local agencies because Faith Mission has an obligation to all of its residents for safety. Like in his building, it is safety for the masses first. They have a tough population to work with and you cannot fully investigate their background, people cannot always go back. There is a significant cost, but he believes there is an increased cost when we pick up personal belongings. One, it is us going to pick up their stuff, be it full of needles, be it DNA, be it blood products, be it whatever. We are putting our people at risk. It could include a firearm, it could include illegal drugs, and it could be legal drugs that are needed every day to manage disease. It could include personal identification or the only heirloom they have left of their family, and here it would be the city's sole responsibility to manage it and that is not a good position to be in either. He finds that we are making separate laws which in his mind makes them a second class person. He is not in favor of that whatsoever. None of us want to feel like that, no matter where we are. This creates a separate segment of people and we preach on this floor inclusion. He would hope that we would either table this or put this to committee if we are serious about it and look at the language in its entirety, get it to legal and look at which the lawsuits from other states that are coming back on such ordinances because of the definition of

domain. They are finding that a tent, a camper, a trailer is also classified as your domain if that is your primary living residence. We have not even thought that part through but it is on the books. We can look at the struggles other states are having right now and we should learn by that as opposed to taking our day in court and learning it firsthand. He thinks that the least we should be doing is to slow this down and think it through. It did not pass a year ago with reason. The courts have left it open and ambiguous, but it does not mean our ambiguity is going to be a law of any significance. How do you measure success? How do we do that? The population is growing every day. He thinks we could do a lot more if we actually screen people for mental disease, for health disease, access to medications, access to Heart City, Minority Health and everything we have to offer. Let's get them to a better place than we find them today. Thank you to all of you for those who do help. In this situation he hopes as a city, we can do a better job of managing it forward as opposed to a piece of feel good legislation that puts property owners at risk for all of our liability.

Councilman Mishler said thanks to everyone for coming. It is a very important topic in our community. First, he thinks it is important that we recognize that homelessness is real and it is a very serious condition nationwide. He used the term condition because like Councilman Henke, he is in the healthcare field and in the health care field we try to treat something like this by finding a cure and we have worked together in a bipartisan way to do that on this Council. We have put money toward Heart City Health, we have partnered with our friends in Bristol, Goshen, and the county in supporting an urgent care mental health crisis center. We have added social workers to our police force to help these people find the care they need. So, when we take so many steps in treating the root cause of homelessness, this just feels like a placebo. There is no evidence at all that these ordinances work. There is nothing that says this is going to work. There have been no studies done, no peer reviewed evidence that states these work anywhere. If anything, they put our community at risk for liabilities like Councilman Henke stated Another thing that we have to consider is that we do have Guidance Ministries and other Non-Governmental Organizations, hereafter (NGOS) that are willing to step up and help those in our community that need it the most. Their resources are not unlimited and nothing in this ordinance provides additional support to them. If all of these people who are on the streets suddenly show up on their doorstep and they need care and yes, they might be able to help them for a day or two, and some of them might indeed go into long term support, but they might not have the resources to do that. He strongly feels that if we are going to push the burden on to them, we need to set aside any money collected in a fine here into a separate account to help those NGOs They say we are the city with a heart, it is our motto and many of us take that literally. To see this ordinance come before us again when we have made such great strides together as a community, as a council, and as an administration, it feels like a step backwards. He is sorry to see this ordinance in front of the council and he hopes we can find a way to help those in our community that need the help the most.

Councilwoman King said she would like to speak on behalf of Faith Mission. She has had the opportunity to work with the director, Mike Perez and she has taken a tour and has been through the Faith Mission quite a few times. She said she goes there at least once or twice a week for lunch and sometimes for dinner and she would like to answer in regards to the resources they have. She said she asked Mike Perez if everyone who is on the street right now had to come to the mission, would he have enough room. She said he replied yes, even when we know there are people who come from Goshen and South Bend and they come by the bus loads, everyone has had a space, sometimes for more than a day or two, it is extended. Faith Mission has unlimited resources. Mike is not here today, but she was speaking on behalf of Faith Mission. The families

that go there have a separate dorm and they have restricted certain people from coming to the Faith Mission because there are families who are staying there, for example, sex offenders and arsonists are not allowed. If a family comes in and wants to move and upgrade to become a resident, there are rules, they have to have rules. She wanted to thank Lori King for taking the time to speak with her. There are resources, she does not want anyone, this is her personal comment, sleeping on a bench in extreme conditions, or if they are 60 years old, 18 years old, a family or anyone sleeping on a bench when Faith Mission has plenty of rooms. They can come in from the heat, they have air conditioning, they have showers, they have breakfast and Lori King has showers and they can wash their clothes. They can come back for lunch and go back for dinner. There is a certain time they have to sign in for a bed. If both dorms are filled to capacity, there is an overflow area and that the overflow has not reached capacity.

Councilman Curry said he would like to speak on behalf of all the citizens of Elkhart. He has talked to several people about this issue. He has lived in Elkhart his entire life and he can remember a time when we did not have these kinds of issues. As Councilwoman King said, there are options in Elkhart. We need to find out why these people are homeless, that is the question people ask him, why are they homeless? Is it because they need education, because we have a great school system. Is it because they need skills, we have a great career center that will provide them with skills, we have places like Goodwill, that will train them. Some people says it is because they do not want to work, that is not a good choice. According to scripture it says if you do not work you should not eat. These people do not have the right to block the River Walk. He talks to women all the time who say they used to walk the River Walk but they do not feel comfortable anymore. Some of the comments are that when they try to walk past the homeless who gather there on a regular basis they do not feel comfortable. It is not fair to the general public that people cannot take advantage of the River Walk, we have worked on the River Walk for many years and it is not fair. The Faith Mission is a great place where you can get assistance, but as was said by someone here tonight, what about the people with private property who have to deal with this. Faith Mission is right across the street from Water Tower Place and some people are concerned, it is a secured building, they need a key fob to swipe to get in the building, but someone has let people who do not live there into the building because they do not want to follow the rules at Faith Mission, so they come to Water Tower Place and sleep in the halls at night, it scares a lot of the senior citizens who live there. Water Tower Place is owned by La Casa and they have asked him and others to address this with La Casa. When you go around town and see these encampments, they are eyesores. He believes each person needs to be evaluated to find out why they are homeless. These people need to make good decisions, if they are homeless because of drugs, they need to stop using drugs. If they are homeless because of alcohol, they need to stop using alcohol, you cannot coddle these people. These people need to realize life is a series of good decisions and bad decision and they can make their own decisions, nobody can make those decisions for them and they chose not to follow the rules that Faith Mission or Guidance Ministries has in place that is their choice. It is not fair to the rest of the public that they cannot use the River Walk because it is blocked by the homeless. His neighborhood, Pierre Moran neighborhood, is very caring. Twice this year people have come to his house to get him to help them check out someone who is on the ground. If you see someone on the ground in Elkhart, you assume they need help, that is the way it used to be. At the Elkhart Public Library by the old Sears building there is a path and twice there have been people laying on the asphalt and people came to his house to see if he would go check on these people and find out what was wrong with them. He asked them if they were ok and those people were out of it. You have to ask if they are ok, you cannot assume they are homeless and just lying there, they could be hurt and need help. Both times those people did not want help. One did not like what he

was saying to him about the decisions he was making and he finally left and the other one we had to call the police because he was going to lay there and sleep all day. People were concerned because they did not understand why anyone would sleep on the asphalt. Elkhart cares but these people need to do better by themselves and we welcome them. He knows people who have been through Guidance Ministries, he knows people who they have reached out and helped. He thinks we have to consider the whole city. We cannot just make rules and ignore things for part of the city. Our business community wants this ordinance because they are tired of some of their customers being ran off by the homeless. He is concerned about all people, he has talked to the homeless in a former job he ran into the homeless all the time and he talked with them but he does not agree with the way they think. They should not be able to block a street or come to a public space when an event is about to happen, it is not fair to the people who put the event together. The Supreme Court made a decision and everyone is on board until it is something they do not like.

Councilwoman Hines said this is one of those issues that affects everyone differently and this is not to criminalize those who are in these living conditions, but we do have another population that is fearful of how some people are living. She appreciates all of the efforts and she always says Elkhart is resourceful rich, meaning we have a lot of organizations and services to support families. It does affect us all differently, she used to walk here and there and now she is fearful to walk here and there, not just the River Walk, but also Walker Park, it is not on one centralized location while it might be heavier in some areas, it is all throughout the city and it is effecting all of our residents. There are different levels of homelessness, we are talking about what we see right now, but being in the school system, we know there are different levels of homelessness that affects us all differently She is supporting the ordinance but it does not fix what we are talking about, however, it is a continuous start and it will not be a one size fits all, and hopefully this is a work in progress, it is something to address the problem right now.

Councilman Henke said, he appreciates the work in progress, but we have not done anything in a year, so we are starting at the same point we were a year ago. We have learned nothing, we have collected no data, we have not talked to experts, and we have not done anything besides listening to a Supreme Court that made an opinion that allowed us to come up with something. Whoever brought this forward came up with the same language that was there a year ago before the Supreme Court ruled. In regards to Water Tower Place, that is a trespassing law. His question is why we don't enforce them to the homeless population as it would be enforced on us. If it were anyone in this room, the law would be enacted. He has a difficult time with making the homeless a second class when we make a second set of rules for a specific segment of people. They are not those people, they are homeless people, there is a title for that, just call it what it is. Those people make it look as though we already segmented that group of population away. He appreciates if we could just say to people they should just stop it and they should know better, we would have no drug problem in this country, it is just not a fact. His point is these are diseases.

Councilman Mishler said, we have had some great conversation about this tonight and for him it circles back to the issues that he hears from the street with people who are approached by the homeless either through pan handling, which we have an ordinance against, which is 96-25, or harassed directly. As Councilman Henke stated, we already have a significant amount of ordinances in place. His question is how do we know that this one is going to be enforced? He spoke with Faith Mission last night at 8:15 p.m., and they were already full with four (4) people sleeping in a day room on mats that you would get at a gym. Faith Mission has room and they

have capacity, but having worked with NGOS in the past he can tell you that no NGO has unlimited resources and unlimited capacity. At the core of this ordinance, it is an ordinance against sleeping. It is not going to address harassment on the River Walk, which we already have an ordinance against. It is not going to address public drunkenness, it is not going to address these issues that many in our community are seeing and want to stop. We already have those laws in place, his question is why are we putting forward a potentially lawsuit filled ordinance that does not help anyone and has no evidence of working in any community across the United States.

President Dawson asked the clerk to do a roll call vote on second reading, as amended.

AYES: Holtz, Curry, King, Fish, Hines, Dawson

NAYS: Mishler, Henke

By a vote of 6-2, the proposed ordinance passed on second reading

Motion for third and final reading made by Councilwoman Hines, second by Councilman Fish.

President Dawson asked the clerk to read the proposed ordinance by title only and do a roll call vote

AYES: Holtz, Curry, King, Fish, Hines, Dawson

NAYS: Mishler Henke

By a vote of 6-2, the proposed ordinance passed on third and final reading.

Discussion on the proposed ordinance ends at 1 hour 38 minutes and 46 seconds of the audio recording.

Proposed Ordinance 24-O-28

AN ORDINANCE AUTHORIZING THE CITY OF ELKHART TO ISSUE ITS “[TAXABLE] ECONOMIC DEVELOPMENT REVENUE BONDS (RIVER DISTRICT PROJECT)” AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERE TO

President Dawson asked the clerk to read the proposed ordinance by title only. He asked for a motion and second to adopt on second reading. Motion by Councilman Fish, second by Councilman Mishler.

COUNCIL DISCUSSION ON PROPOSED ORDINANCE 24-O-28

President Dawson opened the council discussion starting at 1 hour 39 minutes and 11 seconds of the audio recording.

Mike Huber, Director of Development Services, this ordinance is in reference to some economic development bonds that would be issued to the developer for the River District Zone One (1) development. The Redevelopment Commission has a redevelopment agreement with EOZ, as the primary development company, We Impact is the development company behind EOZ. This is a local development company with primarily local investors making up the equity

investors in the project. They have already developed and completed two (2) buildings in the River District, and this is for seven (7) more buildings in Zone one (1). Those seven (7) buildings will account for approximately one hundred and twenty (120) new housing units and an additional thirteen thousand (13,000), square feet of retail. It represents a total investment of over Fifty Million Dollars (\$50,000,000.00) and the estimated accessed net value of the project after construction will be over Forty Million Dollars (\$40,000,000.00). The redevelopment commission has an agreement with the developer where they pledged one hundred (100) percent of the Tax Increment Financing hear after, (TIF) of the project back to the project to support it through the use of economic development bond financing. Those economic development bonds will be purchased by the developer. We have created three (3) allocation areas, as there will be three (3) different bonds separately to the project to support the three (3) different phases of the project and how it will be constructed to allow for the timing of the resources to coincide with the timing of the construction project.

Councilman Fish asked if the claw back was the City of Elkhart, if anything blows up on this project. **Mike Huber** said if this blows up and there is no development, there is no TIF.

Councilman Henke asked, what is the cost of issuance of the bonds? **Mike Huber** said the City of Elkhart is capped in its cost of as it is sharing with the developer. The developer is carrying the first One Hundred and Fifty Thousand Dollars (\$150,000.00) of the cost of issuance. That is typically the cost of issuance for bonds like that, but we have negotiated if it is over One Hundred and Fifty Thousand Dollars (\$150,000.00), the city will take the rest. **Councilman Henke** asked, are you saying they are buying the bond? **Mike Huber** said they are buying the bond that is correct. **Councilman Henke** asked, what is the percent? **Mike Huber** said, there is no percent of interest. **Councilman Henke** asked, is any portion of the bond forgivable. **Mike Huber** responded, there is no portion of the bond that is forgivable. **Councilman Henke** asked, are there any other city dollars in this? **Mike Huber** replied, this is the source of funding that is pledged to this project. **Councilman Henke** said, He thinks this makes sense financially and for downtown, Elkhart, this is appropriate use, and he supports this.

Councilman Fish asked, if it goes over the One Hundred and Fifty Thousand Dollars (\$150,000.00), where will that chunk of money come from? **Mike Huber** replied, it will come out of the downtown TIF.

PUBLIC DISCUSSION ON PROPOSED ORDINANCE 24-O-28

President Dawson opened the public discussion starting at 1 hour, 42 minutes, 26 seconds, of the audio recording.

There was no discussion from the public.

COUNCIL DISCUSSION ON PROPOSED ORDINANCE 24-O-28

President Dawson opened the council discussion starting at 1 hour, 42 minutes 32 seconds of the audio recording.

President Dawson asked the clerk to do a roll call vote on second reading.

AYES: Holtz, Curry, King, Mishler, Fish, Hines, Henke, Dawson
NAYS:

By a vote of 8-0, the proposed ordinance passed on second reading

Motion for third and final reading made by Councilman Henke, second by Councilman Fish.

President Dawson asked the clerk to read the proposed ordinance by title only and do a roll call vote

AYES: Holtz, Curry, King, Mishler, Fish, Hines, Henke, Dawson

NAYS:

By a vote of 8-0, the proposed ordinance passed on third and final reading.

Discussion on the proposed ordinance ends at 1 hour 43 minutes, and 30 seconds of the audio recording.

ORDINANCES AND RESOLUTIONS REFERRED TO COMMITTEES

There are no ordinances or resolutions referred to committees.

TABLED ORDINANCES AND RESOLUTIONS

Proposed Ordinance 24-O-10

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, AUTHORIZING THE ISSUANCE OF THE CITY OF ELKHART, INDIANA TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO

President Dawson stated that this ordinance will remain tabled.

ORDINANCES ON FIRST READING

Proposed Ordinance 24-O-29

AN ORDINANCE AUTHORIZING ADVANCED PAYMENT TO CONTRACTORS FOR THE PURCHASE OF MATERIALS AND AUTHORIZING ADVANCE PAYMENTS FOR PROJECTS, GOODS, AND SERVICES WITHIN THE PURCHASING POLICIES OF THE CITY OF ELKHART

President Dawson asked the clerk to read the proposed ordinance by title only. He stated if there were no objections, this would move on to second reading.

There were no objections and the ordinance moved on to second reading.

Proposed Ordinance 24-O-30

AN ORDINANCE AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN IMPROVEMENTS TO THE SEWAGE WORKS OF THE CITY OF ELKHART, INDIANA, AND THE ISSUANCE OF ADDITIONAL REVENUE BONDS IN ONE OR MORE SERIES TO FINANCE THE COST THEREOF, THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SEWAGE WORKS, THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SUCH REVENUE BONDS AND OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF SUCH BONDS, AND ALL MATTERS RELATED THERETO

President Dawson asked the clerk to read the proposed ordinance by title only. He stated if there were no objections, this would move on to second reading.

There were no objections and the ordinance moved on to second reading

Proposed Ordinance 24-O-31

AN ORDINANCE AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION BY THE CITY OF ELKHART, INDIANA, OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE CITY'S WATERWORKS, THE ISSUANCE AND SALE OF REVENUE BONDS TO PROVIDE FUNDS FOR THE PAYMENT OF THE COSTS THEREOF, THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH WATERWORKS AND OTHER RELATED MATTERS, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF SUCH BONDS

President Dawson asked the clerk to read the proposed ordinance by title only. He stated if there were no objections, this would move on to second reading.

There were no objections and the ordinance moved on to second reading.

RESOLUTIONS

Proposed Resolution 24-R-41-A

AN AMENDED RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, DECLARING A CERTAIN AREA TO BE AN ECONOMIC REVITALIZATION AREA FOR THE PURPOSE OF GRANTING TAX PHASE-IN BENEFITS TO THIRD COAST COMMODITIES, LLC/EVERGREEN GREASE ENTERPRISES, LLC

President Dawson asked the clerk to read the proposed resolution by title only. He asked for a motion and second to adopt the resolution. Motion by Councilman Fish, second by Councilwoman Hines.

COUNCIL DISCUSSION ON PROPOSED RESOLUTION 24-R-41-A

President Dawson opened the council discussion starting at 1 hour 45 minutes and 59 seconds of the audio recording.

There was no council discussion.

PUBLIC DISCUSSION ON PROPOSED RESOLUTION 24-R-41-A

President Dawson opened the public discussion starting at 1 hour 46 minutes and 05 seconds of the audio recording.

There was no public discussion.

COUNCIL DISCUSSION ON PROPOSED RESOLUTION 24-R-41-A

President Dawson returned the discussion to the council starting at 1 hour 46 minutes and 15 seconds of the audio recording.

There was no council discussion.

President Dawson asked the clerk to do a roll call vote.

AYES: Holtz, Curry, King, Mishler, Fish, Hines, Henke, Dawson

NAYS:

By a vote of 8-0, the resolution passed.

Discussion on the proposed resolution ended at 1 hour, 46 minutes, 32 seconds of the audio recording.

Proposed Resolution 24-R-42

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, CONFIRMING RESOLUTION NO. R-41-24, AMENDED, WHICH DECLARED A CERTAIN AREA IN THE CITY OF ELKHART TO BE AN ECONOMIC REVITILAZATION AREA FOR THE PURPOSE OF GRANTING TAX PHASE-IN BENEFITS TO THIRD COAST COMMONDITIES, LLC\EVERGREEN GREASE ENTERPRISES, LLC

President Dawson asked the clerk to read the proposed resolution by title only. He asked for a motion to adopt. Motion made by Councilman Fish, second by Councilman Mishler.

COUNCIL DISCUSSION ON PROPOSED RESOLUTION 24-R-42

President Dawson opened the council discussion starting at 1 hour, 47 minutes and 5 seconds of the audio recording.

There was no council discussion.

PUBLIC DISCUSSION ON PROPOSED RESOLUTION 24-R-42

President Dawson opened the public discussion starting at 1 hour 47 minutes and 09 seconds of the audio recording.

There was no public discussion.

COUNCIL DISCUSSION ON PROPOSED RESOLUTION 24-R-42

President Dawson returned the discussion to the council starting at 1 hour 47 minutes and 12 seconds of the audio recording.

There was no council discussion.

President Dawson asked the clerk to do a roll call vote.

AYES: Holtz, Curry, King, Mishler, Fish, Hines, Henke, Dawson

NAYS:

By a vote of 8-0, the resolution passed.

Discussion on the proposed resolution ended at 1 hour, 47 minutes, 31 seconds of the audio recording.

Proposed Resolution 24-R-43

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, TO APPROVE TWO MEMORANDA OF AGREEMENTS BETWEEN THE CITY OF ELKHART AND THIRD COAST COMMODITIES, LLC/EVERGREEN GREASE ENTERPRISES, LLC

President Dawson asked the clerk to read the proposed resolution by title only. He asked for a motion to adopt. Motion made by Councilman Fish, second by Councilwoman Hines

COUNCIL DISCUSSION ON PROPOSED RESOLUTION 24-R-43

President Dawson opened the council discussion starting at 1 hour, 47 minutes and 53 seconds of the audio recording.

Councilman Henke asked, how did we come to seven (7) years, what is the matrix? This was passed in his absence. **Drew Wynes** replied, Third Coast Commodities is one of our target industries, advanced recycling, they received additional points for that, and also utilizing a formerly obsolete parcel at 1650 West Lusher Ave., which was formerly Homan Lumber. **Councilman Henke** asked, that grants those extra points? **Drew Wynes** replied yes.

PUBLIC DISCUSSION ON PROPOSED RESOLUTION 24-R-43

President Dawson opened the public discussion starting at 1 hour 48 minutes and 53 seconds of the audio recording.

There was no public discussion.

COUNCIL DISCUSSION ON PROPOSED RESOLUTION 24-R-43

President Dawson returned the discussion to the council starting at 1 hour 48 minutes and 57 seconds of the audio recording.

There was no council discussion.

President Dawson asked the clerk to do a roll call vote.

AYES: Holtz, Curry, King, Mishler, Fish, Hines, Henke, Dawson

NAYS:

By a vote of 8-0, the resolution passed.

Discussion on the proposed resolution ended at 1 hour, 49 minutes, 13 seconds of the audio recording.

Proposed Resolution 24-R-44

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, AUTHORIZING THE TRANSFER OF EIGHTY-FIVE THOUSAND (\$85,000.00) DOLLARS FROM THE FULL TIME ACCOUNT TO THE PROFESSIONAL SERVICES ACCOUNT OF THE ELKHART POLICE DEPARTMENT

President Dawson asked the clerk to read the proposed resolution by title only. He asked for a motion to adopt. Motion made by Councilman Fish, second by Councilwoman Hines

COUNCIL DISCUSSION ON PROPOSED RESOLUTION 24-R-44

President Dawson opened the council discussion starting at 1 hour, 49 minutes and 40 seconds of the audio recording.

There was no council discussion.

PUBLIC DISCUSSION ON PROPOSED RESOLUTION 24-R-44

President Dawson opened the public discussion starting at 1 hour 49 minutes and 45 seconds of the audio recording.

There was no public discussion.

COUNCIL DISCUSSION ON PROPOSED RESOLUTION 24-R-44

President Dawson returned the discussion to the council starting at 1 hour 49 minutes and 49 seconds of the audio recording.

There was no council discussion.

President Dawson asked the clerk to do a roll call vote.

AYES: Holtz, Curry, King, Mishler, Fish, Hines, Henke, Dawson
NAYS:

By a vote of 8-0, the resolution passed.

Discussion on the proposed resolution ended at 1 hour, 50 minutes, 9 seconds of the audio recording.

VACATION HEARINGS

There are no vacation hearings

OTHER NEW BUSINESS

President Dawson opened the discussion starting at 1 hour, 50 minutes 14 seconds of the audio recording.

Councilman Henke said he would like to know what is happening to the Middlebury School, the old school on Middlebury Street. He has not heard anything about it, but it is a social media topic. He would also suggest that Code Enforcement zoning look at Prairie Street as there are several homes that have been renovated, but there are no permits in the windows. Also, there are cars in tree lawns that just has not improved. They are on Beardsley Avenue, Prairie Street, Benham Avenue and Bristol Street. The auto place on Bristol Street that used to be a credit union is parking more vehicles on the grass. At 1011 Benham Court had five (5) vehicles tonight in the yard and there is a homemade tattoo sign spelled TATO on Benham Court, he thinks that public health should be involved with. He also has some things he would like some additional information on, we talked about the seven (7) year property, and maybe you can get back with him privately on that one that is in the Council minutes or Redevelopment minutes. In the Redevelopment minutes it says, Mike Huber address the commission and answered their questions about Freight Street resale, Request for Proposal, hereafter, (RFP) release and he would like to know what those properties are, that is in the Redevelopment Commission minutes from June 11, 2024. He has some concerns about one that was in the Board of Zoning Appeals, hereafter (BZA) minutes and the people that were appealing BZA stated on record that they call law enforcement and they might or might not come, which is very concerning, he does not want that laid on our police department, we may want to follow up on that one as well. He does not want it to look as though the police do not respond when called for any reason. He was asking about the Board of Public Works and Hunter's Pond, Brookwood Drive about drainage improvements. He is still getting calls from that area and asking that we have another neighborhood meeting to get everyone on the same page. They are worried about the water table going up in their area when it is already at flood stage. He has talked to a few city offices and he feels comfortable, but he thinks we should reach out to the people in that area and maybe when we do the Let's Talk Tuesday that could be a topic. Finally, on the Board of Aviation minutes from June 26, 2024, there was a new item it was an agreement with Elkhart Control Tower located at the Elkhart Municipal Airport, hereafter (EKM) and South Bend Control Tower regarding intra facility operational procedures. Someone from the board asked a question but was

told there would be no further discussion and it would be moved to the next meeting. He would like to know what that agreement was about.

New Business discussion ended at 1 hour 54 minutes and 22' seconds of the audio recording.

REPORTS OF MAYOR, BOARD OF WORKS, BOARD OF SAFETY OR CITY DEPARTMENTS

There were no reports.

NEIGHBORHOOD ASSOCIATION REPORTS

President Dawson opened the Neighborhood Association Reports starting at 1 hour, 54 minutes and 28 seconds of the audio recording.

Councilman Mishler said he is happy to report the Christiana Neighborhood association clean up happened this past weekend and from the reports it was a resounding success. It is a new neighborhood association, but so far from everything he has seen they are pretty serious and well organized. He looks forward to working with them in the future and doing what we can to continue to improve our community.

Councilwoman King said she wanted to thank all who came out, the ambassadors, the volunteers, Faith United Church on 6th Street and some of the residents of Cleveland Avenue for coming out and cleaning up. It was fun and she would also like to thank everyone who has been calling into 311, their numbers are up, which is a good thing. It means people are using the 311 app, so continue to use that. For those who are wanting to sign up for the Neighborhood Association, please contact Patty Gorostieta. She believes that next month is the last month for clean ups.

Councilman Curry said the Pierre Moran Neighborhood Association was directly hit by the tornado and that conversation continues to go on. The Small Business Administration is taking applications at the Health Center on Oakland Avenue, this may be the last week they will be there. Some of the neighbors have gone over and applied. There is a small interest loan that you can apply for and there is a twenty five thousand (\$25,000.00) state grant that they can apply for and he is encouraging people to do that if they had damage to their house. He has people in his neighborhood who are very happy with their insurance coverage and he has people in the neighborhood who have the same insurance company who are very disappointed in how they responded to them. The neighborhood association had been meeting on a regular basis after the tornado but they had planned their picnic for this past Saturday, but it rained so we moved it to Sunday in the pavilion. He said they had a good time and he wanted to thank the Fire Department for coming, people like to see the trucks and the kids like the hats and coloring books. He said they wanted to thank the Fire Department also for what they did after the tornado. It just brought people one step closer to reaching out and helping each other. He said some teenagers came by and they invited them in for dinner and they were from Pierre Moran and it is nice to get to know the kids in our area.

Councilwoman Hines said they had a good time for the first Home Owners Association hereafter, (HOA) and Bent Oak neighborhood cleanup. It was educational and the neighborhood has changed we have new people in the neighborhood and it was good to meet them and talk to the old neighbors. She would like to thank the Parks Department and the volunteer ambassadors who came out and helped some seniors in getting things out that were too heavy for the seniors. We had a good time and it was very well organized. Also, thanks to Patty Gorostieta and her team for the organization, a lot goes into getting it set up prior to the day of the cleanup. Thank you and we are looking forward to it for next year.

Councilman Holtz said he just wanted to offer kudos to all of the city employees, the city is very clean and we have all kinds of activities. Jamison Czarnecki has a disc golf course at Lundquist-Bicentennial Park, with 18 holes of disc golf and there are a lot of people enjoying that, if you have not been down there you might be surprised.

Neighborhood association reports end at 2 hours, 0 minutes and 28 seconds of the audio recording.

PRIVILEGE OF THE FLOOR

There was no one who spoke.

SCHEDULING OF COMMITTEE MEETINGS

Finance Committee meeting will be September 21, 2024

ACCEPTANCE OF COMMUNICATIONS

Minutes of June 11, 2024, Aurora Capital Development Corporation
Minutes of July 9, 2024 – Aurora Capital Development Corporation
Minutes of June 26, 2024 – Board of Aviation Commissioners
Minutes of July 16, 2024 – Board of Public Works
Minutes of June 13, 2024 – Board of Zoning Appeals
Minutes of March 12, 2024 – Economic Development Commission
Minutes of June 11, 2024 – Elkhart Redevelopment Commission
Minutes of July 9, 2024 – Elkhart Redevelopment Commission

President Dawson asked for a motion to approve the communications. Motion made by Councilman Fish, second by Councilman Mishler.

By a unanimous voice vote, the Acceptance of Communications passed.

ADJOURNMENT

President Dawson asked for a motion to adjourn. Motion made by Councilwoman Hines, second by Councilman Fish.

By a unanimous voice vote, the meeting was adjourned.

Debra D. Barrett, Elkhart City Clrk

Arvis L. Dawson
President of the Elkhart City Council

City of Elkhart Certificate of Recognition
Steve's Gym's
Gold Medal 2024 Season

- WHEREAS:** Steve's Gym is a martial arts studio located in Elkhart, Indiana, specializing in the training of Tae Kwon Do and Hapkido for students of all ages; and
- WHEREAS:** the AAU Martial Arts Team travelled to Florida in July 2024 to compete in the Tae Kwon Do National Championships; and
- WHEREAS:** over the course of six days, team members competed in over thirty events, earning sixteen gold medals, one silver, and five bronze; and
- WHEREAS:** with the youngest team member at four years old, this seasoned and versatile team competed in specialties like sparring and board-breaking; and
- WHEREAS:** the national success of the athletes from Steve's Gym illustrates the top-notch talent and instruction that is present within our community; and
- WHEREAS:** the City of Elkhart recognizes athletes Jessica Bringham, Sam Lee, Charlie Lee, Apolo Mosier, Delilah Wright, Amelia Wright, along with coaches Jarrod Bringham, Mark Davis, and Brittany Mosier for their stellar 2024 season.

NOW, THEREFORE, I, Rod Roberson, Mayor of Elkhart, present this certificate of recognition to Steve's Gym 2024 AAU team. The City of Elkhart is in awe of your accomplishments.

Rod Roberson, Mayor



MEMORANDUM

DATE: August 28, 2024

TO: Common Council

FROM: Michael Huber, Development Services

RE: Proposed Ordinance to Provide Forgivable Loan to Support Housing Project at 515 East Street

In 2023 the Indiana Housing and Community Development Authority (IHCDA) awarded Low Income Housing Tax Credits (LIHTC) to 2 projects within the City of Elkhart. Legacy25, Inc. was the recipient of the LIHTC for a 48-unit project it plans for the property at 515 East Street. The project is a development partnership with RealAmerica Development LLC to provide an affordable housing option to our residents with 15 units at 30% of the Area Median Income (AMI), 10 units at 50% AMI, 9 units at 70% AMI, and 14 units at 80% AMI.

The project at 515 East will be a single building with 48 affordable apartments and approximately 1,937 square feet of ground floor commercial space. The 48 affordable apartments will include 16 one-bedroom units and 32 two-bedroom units. Each home at 515 East will feature luxury vinyl plank flooring, ceiling fans, quality energy efficient windows & blinds, full-size washer and dryer, and free Wi-Fi throughout the building. Kitchens will feature a built-in dishwasher, stove, garbage disposal, and self-cleaning oven. Every apartment will have a balcony or patio for residents to enjoy. The development will also include a number of resident amenities typical of market rate projects including a rooftop deck and garden access, community space with kitchen, lounge area and TV, a dog park area and access to bike and kayaks free of charge.

In addition, RealAmerica brings to the property its RealFamilies Services Program. Resident Service Managers work closely with the Property Managers, Resident Liaisons, Resident's Associations, and local social service providers to identify the best way to meet residents' needs related to transportation, education, health/fitness (including mental health), financial assistance, and recreation.

As with many of the redevelopment projects the City has been involved in there is a gap in financing that RealAmerica needs help with. The developer has indicated with interest rates at a high and the costs of construction up as well there is an \$850,000 deficit in the project. Staff is requesting the Council approve a forgivable loan to RealAmerica in the amount of \$850,000 under the terms within the agreement to complete the project as proposed. These funds will be targeted directly toward the project expenses related to asbestos remediation and demolition of the existing building along with site preparation and utility work.

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) FROM THE ECONOMIC DEVELOPMENT INCOME TAX FUND TO THE REVOLVING LOAN FUND AND AUTHORIZING THE USE OF SAID FUNDS AS A FORGIVABLE LOAN IN CONNECTION WITH THE CONSTRUCTION OF A FOURTY-EIGHT UNIT AFFORDABLE HOUSING PROJECT FOR ECONOMIC DEVELOPMENT PURPOSES

WHEREAS, in December 2023, the Indiana Housing and Community Development Authority (IHCDA) awarded Legacy25, Inc., approximately two million dollars (\$2,000,000.00) in Low Income Housing Tax Credits and development funds, as an economic incentive toward the construction of a thirteen million seven hundred thousand dollar (\$13,700,000.00) mixed use, construction project, containing forty-eight (48) affordable housing units, at 515 East Street in Elkhart, Indiana; and

WHEREAS, Legacy25, Inc., is an Indiana non-profit corporation, in a limited partnership with RealAmerica Development, LLC, a Women Business Enterprise certified development company, with more than a dozen construction projects in Indiana, to demonstrate its stated mission to provide creative, long-term solutions in affordable family, and senior housing; and

WHEREAS, Legacy25, Inc. and RealAmerica Development LLC are common entities which have formed a limited partnership as 515 East, LLC, to share the rights, and responsibilities, and obligations for the 515 East Street Project (the “Project”); and

WHEREAS, notwithstanding the state-wide accomplishments of the Legacy25 and RealAmerica Development, the 515 East Street Project has a financing gap of eight hundred fifty thousand dollars (\$850,000.00) that the developer informs the City, is the result of the current interest rates, and high construction costs; and

WHEREAS, the Administration is requesting that the Common Council approve a forgivable loan to Legacy25, Inc. in the amount of eight hundred fifty thousand dollars (\$850,000.00), under the terms acceptable to the City of Elkhart Department of Law, targeted for use related to asbestos remediation and demolition of the existing building along with site preparation and utility work on the project; and

WHEREAS, Indiana Code 36-7-11.9 declares that the financing and refinancing of economic development facilities constitutes a public purpose, and authorizes the City to make loans for the purpose of financing, reimbursing or refinancing all or a portion of the costs of acquisition, construction, renovation, installation and equipping of economic development facilities in order to foster diversification of economic development and creation or retention of opportunities for gainful employment in or near the City; and

WHEREAS, pursuant to Indiana Code 5-1-14-14(b), the Common Council adopted Ordinance No. 5784, establishing a Revolving Loan Fund, known as the “City of Elkhart Economic Development Revolving Loan Fund” (the “Revolving Loan Fund”), for the purpose of making loans authorized under Indiana law from City’s the Economic Development Income Tax Fund (“EDIT Fund”) for economic development purposes; and

WHEREAS, the Administration requests that the Common Council appropriate eight hundred fifty thousand dollars (\$850,000.00) from the Economic Development Income Tax Fund (the “EDIT Fund”) to the Revolving Loan Fund for use as a forgivable loan to Legacy25, Inc. upon execution of such agreements determined by the Elkhart City Department of Law to be appropriate to the transaction, including, a development agreement, loan agreement, and security agreement(s), with Legacy25, Inc., RealAmerica Development, LLC, 515 East, LLC, and such other entities determined by the Department of Law to be appropriate to protect the interests of the City; and

WHEREAS, the Economic Development Income Tax Fund contains funds, sufficient and appropriate for the purposes stated herein; and

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, THAT:

Section 1. The amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) be, and hereby is, appropriated from the Economic Development Income Tax Fund and assigned to the following account line:

Account No. 2553-5-000-4381000 Loan Distribution \$850,000.00

Section 2. The Elkhart City Controller is authorized to disburse such funds from the Revolving Loan Fund, as a forgivable loan to Legacy25, Inc., upon execution of such agreements and instruments, approved by Corporation Counsel for the City of Elkhart, and by such entities as required by Corporation Counsel for the City; and

Section 3. The Common Council has fixed the ____ day of _____, _____, at 7:00 p.m., in the Council Chambers, as the date, time and place when the Common Council will consider and determine the appropriation, and all taxpayers and interested persons will have the opportunity to appear and express their views.

Section 4. This Ordinance shall be in effect from and after its passage by the Common Council and approval by the Mayor according to law.

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SO ORDAINED this _____ day of _____, _____.

Arvis Dawson
President of the Common Council

ATTEST:

Debra D. Barrett, Elkhart City Clerk

PRESENTED to the Mayor by me this _____ day of _____, _____,
at _____ a.m./p.m.

Debra D. Barrett, Elkhart City Clerk

Approved by me this _____ day of _____, _____.

Rod Roberson, Mayor

ATTEST:

Debra D. Barrett, Elkhart City Clerk



MEMORANDUM

DATE: September 3, 2024

TO: Common Council

FROM: Corporation Counsel John Espar

RE: Proposed Ordinance No. 24-O-33
 AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKHART,
 INDIANA, AMENDING ORDINANCE NO. 4099, AND ORDINANCE NO. 5234, TO
 AMEND THE HOUR OF THE REGULAR AND INITIAL MEETINGS OF THE COMMON
 COUNCIL, RESPECTIVELY

Proposed Ordinance No. 24-O-33 is presented to the Council at the request of Council President Dawson and proposes to change the time of the first and regular meetings of the Council to 6:00 P.M.

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, AMENDING ORDINANCE NO. 4099, AND ORDINANCE NO. 5234, TO AMEND THE HOUR OF THE REGULAR AND INITIAL MEETINGS OF THE COMMON COUNCIL, RESPECTIVELY

WHEREAS, on January 25, 1993, the Common Council of the City of Elkhart, Indiana (“Common Council”) adopted Ordinance No. 4099, which, *inter alia*, established 7:00 P.M. as the hour of the regular meetings of the Common Council of the City of Elkhart, Indiana; and

WHEREAS, on October 18, 2010, the Common Council adopted Ordinance No. 5234, which, *inter alia*, established 7:00 P.M. as the hour of the initial meeting of the members-elect of the Common Council of the City of Elkhart, Indiana; and

WHEREAS, the Common Council intends to amend Ordinance No. 5234, for the limited purpose of establishing 6:00 P.M., as the hour of the initial meeting of the members-elect; and

WHEREAS, the Common Council intends to amend Ordinance No. 4099, for the limited purpose of establishing 6:00 P.M., as the hour of the regular meetings of the Common Council; and

WHEREAS, the many ordinances adopted by the Common Council of the City of Elkhart, Indiana, are compiled, codified, and published by American Legal Publishing Corporation, under an organizational scheme which designates related content in associated titles, chapters, subchapters of the publication of ordinances; and

WHEREAS, the rules and regulations for the governance of the Common Council are organized under Title III, Chapter 30, Subchapters 30.01 through 30.18 of the Code of Ordinances

of the City of Elkhart, Indiana, which provide clarity to those provisions being amended and added by this ordinance:

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, THAT:

Section 1. Section 1 of Ordinance No. 5234 of the City of Elkhart, also known as, Title III, Chapter 30, Subchapter 30.06 in the Code of Ordinances of the City of Elkhart, Indiana, is amended and shall hereafter read as follows:

§ 30.06 INITIAL MEETING.

The members-elect of the Council shall hold their first regular meeting on the first or second Monday in January after their election at the hour of 6:00 P.M. in the Council chambers. At this meeting, they shall choose from the Council members a President and a Vice-President, which officers shall serve until noon of the first meeting in January of the next succeeding year. Their successors shall be chosen to serve for one year or until the first meeting in January of the next succeeding year.

Section 2. Section I-3 of Ordinance No. 4099 of the City of Elkhart, also known as, Title III, Chapter 30, Subchapter 30.07 in the Code of Ordinances of the City of Elkhart, Indiana, is amended and shall hereafter read as follows:

§ 30.07 TIME AND PLACE OF MEETINGS.

The regular meetings of the Council shall be held at the Council chambers on the first and third Monday evenings of each month at the hour of 6:00 P.M. If any regular meeting date falls on a holiday established by state or city law, or if a serious conflict for the Council arises as to a meeting date, the Council President, or the Council by majority vote, shall reschedule the regular meeting for any date or time, provided that such rescheduling will not result in the failure of the Council to hold at least one meeting during any monthly period. At the hour named, the President shall call the Council to order, and if the President is absent, the Vice-President shall act in the President's stead. If the latter is absent, any member of the Council may, upon motion, be called to the chair and act as presiding officer only until the arrival of one entitled to preside.

Section 2. This Ordinance shall be in effect from and after its passage by the Common Council and approval by the Mayor according to law.

SO ORDAINED this _____ day of _____, _____.

Arvis Dawson
President of the Common Council

ATTEST:

Debra D. Barrett, Elkhart City Clerk

PRESENTED to the Mayor by me this _____ day of _____, _____, at _____
_____ a.m./p.m.

Debra D. Barrett, Elkhart City Clerk

APPROVED by me this _____ day of _____, _____.

Rod Roberson, Mayor

ATTEST:

Debra D. Barrett, Elkhart City Clerk

Rod Roberson

Mayor

Michael Huber

Director of Development Services



Development Services

Community Development

Economic Development

Planning Services

Redevelopment

229 S. Second St.

Elkhart, IN 46516

574.294.5471

Fax: 574.295.7501

Speedgrip Chuck Company has been providing premier clamping and gripping technologies to the manufacturing industry since 1946. They are located at 2000 Industrial Parkway.

In March 2024, the Elkhart Common Council granted Speedgrip Chuck Co. a three-year personal property tax phase-in. A waiver of non-compliance was required to retroactively approve the project, as equipment was installed in 2023, prior to Council approval.

Because the new equipment relevant to the project was installed in 2023, it was assessed in May of this year. This renders tax year 2024 (pay 2025) year one of Speedgrip's tax phase-in. The timing of the Waiver of Non-compliance process and the proximity of its approval date with the CF-1 compliance process, resulted in a situation where Speedgrip did not submit a CF-1 personal property and corresponding compliance forms.

In August 2024, the Development Services staff confirmed the assessment of the personal property that was installed and communicated with Speedgrip officials on the need to submit the required CF-1 personal property and corresponding compliance documents to the City, Elkhart County Auditor, and Concord Township Assessor in order to ensure their eligibility to receive potential tax benefits.

Based on a review of the CF-1 compliance documents, Speedgrip has demonstrated full project completion and compliance with their statement of benefits (SB-1) as outlined below:

- SB-1 estimated an investment of \$1,076,625 in total personal property. Their CF-1 showed an investment of \$1,094,753, resulting in a compliance rate of 101%.
- SB-1 estimated four new jobs from this project. Their CF-1 showed four were created, resulting in a compliance rate of 100%. The average wages for the new jobs are 99% compliant.

Indiana Code 6-1.1-12.1-11.3 and 6-1.1-12.1-9.5 authorizes the Common Council to adopt a resolution waiving Speedgrip's non-compliance, resulting from their failure to turn in a timely CF-1 personal property and corresponding compliance forms to the City of Elkhart, Elkhart County Auditor, and Concord Township Assessor.

We are asking the council to consider and approve this Waiver of Non-compliance to accept the CF-1 from Speedgrip finding them in compliance with the terms of their MOA based on meeting the required investment, job and wage thresholds.

Abatement Worksheet

Speedgrip Chuck Co.

	SB-1	CF-1	%Compliant
Real Property			
Real Estate Improvements			
Personal Property			
Manufacturing Equipment	\$ 1,039,355.00	\$ 1,094,753.00	105.3%
R&D Equipment	\$ 22,270.00		
Logistic Distribution Equipment			
IT Equipment	\$ 15,000.00		
Total Personal Property	\$ 1,076,625.00	\$ 1,094,753.00	101.6%
Jobs			
Retained Jobs	44	44	100.0%
New Jobs	4	4	100.0%
Current Jobs	44	44	
Wages			
Retained-Total Wages	\$ 2,731,520.00	\$ 2,813,391.00	102.9%
Retained-Average Wages	\$ 62,080.00	\$ 63,940.00	102.9%
New Jobs-Total Wages	\$ 262,020.00	\$ 260,650.00	99.4%
New Jobs-Average Wages	\$ 65,505.00	\$ 65,162.00	99.4%
Current Jobs-Total Wages	\$ 2,731,520.00	\$ 2,813,391.00	

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, WAIVING NONCOMPLIANCE WITH THE REQUIREMENT FOR THE TIMELY FILING OF THE ANNUAL STATEMENT OF COMPLIANCE WITH STATEMENT OF BENEFITS FORM (FORM CF-1 / PP), AND FINDING SCG ACQUISITIONS COMPANY LLC D/B/A SPEEDGRIP CHUCK COMPANY AND SUWANEE PRECISION HOLDINGS, LLC TO BE IN SUBSTANTIAL COMPLIANCE WITH THE STATEMENT OF BENEFITS AND MEMORANDUM OF AGREEMENT

WHEREAS, the Common Council of the City of Elkhart, Indiana (the “Common Council”) duly approved Resolutions Nos. R-05-24, R-06-24, and R-07-24, designating the real property described in Resolution No. R-05-24, to be an economic revitalization area (the “Area”), pursuant to Ind. Code 6-1.1-12.1, et seq. (the “Act”), and thereby entitling SCG ACQUISITIONS COMPANY LLC D/B/A SPEEDGRIP CHUCK COMPANY AND SUWANEE PRECISION HOLDINGS, LLC (the “Company”) to receive tax deductions for a period of three (3) years, subject to the terms of the *Memorandum of Agreement* between the Company and the requirements of the Act; and

WHEREAS, the Company, substantially complied with the Statement of Benefits Personal Property (Form SB-1 / PP) and *Memorandum of Agreement* by making the personal property improvements, retaining the existing jobs, adding the new jobs, and paying the average wages promised by the Company, to entitle the Company to claim the tax deduction benefit under Ind. Code 6-1.1-12.1, et seq. for tax year 2024 (payable 2025); and

WHEREAS, notwithstanding the Company’s compliance with the Statement of Benefits Personal Property and *Memorandum of Agreement*, the Company inadvertently neglected to timely file Form CF-1 / PP, by the May 15th deadline for tax year 2024 (payable 2025), with entities required by the Act, namely, the Elkhart County Assessor, Elkhart County Auditor and the City of

Elkhart; and

WHEREAS, the Company has since filed the Compliance with Statement of Benefits Personal Property (Form CF-1 / PP) with the Elkhart County Assessor, the Elkhart County Auditor and the City of Elkhart, demonstrating its compliance with the Statements of Benefits Personal Property, such that the Company would have been entitled to the deduction for tax year for tax year 2024 (payable 2025), but for the untimely filing of the form; and

WHEREAS, the Company has requested that the City Council exercise its authority to waive the Company's failure to timely file Form CF-1 / PP, by adopting a resolution pursuant to Ind. Code 6-1.1-12.1-9.5 (b) and Ind. Code 6-1.1-12.1-11.3; and

WHEREAS, the Council, as said designating body, pursuant to the provisions of Ind. Code 6-1.1-12.1-9.5 (b) and 6-1.1-12.1-11.3, may by resolution, waive noncompliance with a filing deadline applicable to a deduction application, or another document that is required to be filed under Ind. Code 6-1.1-12.1, so as to allow the personal property tax deduction which a company would have otherwise been entitled to receive, but for the waivable noncompliance; and

WHEREAS, the City Council conducted a public hearing on September 16, 2024, at 7:00 PM in the Common Council Chambers, for the purpose of receiving public input, and considering the adoption of this Resolution; and

WHEREAS, the Common Council, upon recommendation of the Administration, consideration of the Company's request, the information provided by the Administration, the information received at the public hearing, and with due consideration of the potential tax levy impacts to each taxing unit, finds it appropriate to waive the Company's noncompliance pursuant to Ind. Code 6-1.1-12.1-9.5 (b) and 6-1.1-12.1-11.3, and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE

CITY OF ELKHART, THAT:

Section 1. The Common Council hereby waives the noncompliance of SCG Acquisitions Company LLC d/b/a Speedgrip Chuck Company and Suwanee Precision Holdings, LLC, for its untimely failing of Form CF-1 / Personal Property, as required by Ind. Code 6-1.1-5.1, and the subsequent failure to file any other document, instrument, claim or form which would have otherwise been required to claim a deduction under Ind. Code 6-1.1-12.1, for tax year 2024 (payable 2025) tax year; and

Section 2. The Common Council hereby makes the following findings:

- (a) The property subject to receiving the tax abatement benefits is located in an Economic Revitalization Area, to wit: the area described in “Exhibit A” attached to Resolution No. R-05-24, and incorporated herein as if fully set forth; and
- (b) The Company, at this time, has filed the Compliance with Statement of Benefits Personal Property, Form CF-1 / PP, with the Elkhart County Auditor, the City of Elkhart, as the designating body, required to claim a tax deduction for the personal property for tax year 2024 (payable 2025); and
- (c) SCG Acquisitions Company LLC d/b/a Speedgrip Chuck Company and Suwanee Precision Holdings, LLC is now, otherwise, in compliance with requirements of Ind. Code 6-1.1-12.1, the *Memorandum of Agreement* with the City of Elkhart, and the resolutions related thereto, for purposes of receiving the tax deduction benefits for tax year 2024 (payable 2025); and

Section 3. SCG Acquisitions Company LLC d/b/a Speedgrip Chuck Company / Suwanee Precision Holdings, LLC, for the reasons set forth above, is eligible to receive the tax

deduction benefits, for tax year 2024 (payable 2025) and shall be treated as if the company had complied with the procedural requirements of Ind. Code 6-1.1-12.1, *et seq.* and related statutes; and

Section 4. The City Clerk of the City of Elkhart shall certify a copy of this resolution to the taxpayer, the Elkhart County Auditor, the Elkhart County Assessor, and the Indiana Department of Local Government Finance.

Section 5. This Resolution shall be in full force and effect from and after its adoption by the Common Council of the City, and approval by the Mayor.

[Balance of page is intentionally blank.]

PASSED AND ADOPTED this ____ day of _____, _____.

President of the Common Council

ATTEST:

Elkhart City Clerk

PRESENTED to the Mayor by me this ____ day of _____, _____.

Elkhart City Clerk

APPROVED by me this ____ day of _____, _____.

Elkhart City Mayor

ATTEST:

Elkhart City Clerk



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
This form contains confidential information pursuant to IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 / PP

20 24 Pay 20 25

- INSTRUCTIONS:**
1. Property owners whose Statement of Benefits was approved must file this form with the local designating body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1 TAXPAYER INFORMATION

Name of Taxpayer SCG Acquisition Company, LLC DBA Speedgrip Chuck Company		County Elkhart
Address of Taxpayer (number and street, city, state, and ZIP code) 2000 E. Industrial Parkway		DLGF Taxing District Number 20012
Name of Contact Person Matthew Mayer	Telephone Number (574) 294-1506	Email Address MMayer@Speedgrip.com

SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY

Name of Designating Body City of Elkhart Common Council	Resolution Number R-07-24	Estimated State Date (month, day, year) 7/1/23
Location of Property 2000 E. Industrial Parkway. Elkhart, IN 46516		Actual Start Date (month, day, year) 7/27/23
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired. **See Attachment		Estimated Completion Date (month, day, year) 12/31/23
		Actual Completion Date (month, day, year) 4/30/24

SECTION 3 EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	44	44
Salaries	2,731,520	2,813,391
Number of Employees Retained	44	44
Salaries	2,731,520	2,813,391
Number of Additional Employees	4	4
Salaries	262,020	260,650

SECTION 4 COST AND VALUES

AS ESTIMATED ON SB-1	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 1,039,355	\$	\$ 22,270	\$	\$	\$	\$ 15,000	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$	\$	\$	\$	\$	\$	\$	\$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 1,094,753	\$	\$ 0	\$	\$	\$	\$ 0	\$
Less: Values of Any Property Being Replaced	\$ 0	\$	\$ 0	\$	\$	\$	\$ 0	\$
Net Values Upon Completion of Project	\$	\$	\$	\$	\$	\$	\$	\$

NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6(c).

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of Authorized Representative <i>Jon Julew</i>	Title CFO	Date Signed (month, day, year) 8/9/24
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**STATEMENT OF BENEFITS
PERSONAL PROPERTY**

Ohio Form 61784 (10/1-21)
Prescribed by the Department of Local Government Finance

FORM SB-1/PP

PRIVACY NOTICE

Any information concerning the cost of the property and special valuations paid to individual employees by the property owner is confidential per IO 6-1.1-12.1-5.1.

INSTRUCTIONS:

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body BEFORE a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying eligible equipment for which the person desires to claim a deduction.
- To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
- Property owners whose Statement of Benefits was approved, must submit Form CP-1/PP annually to show compliance with the Statement of Benefits. (IO 6-1.1-12.1-5.0)
- For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IO 6-1.1-12.1-17)

SECTION 1 - TAXPAYER INFORMATION								
Name of taxpayer SCG Acquisition Company, LLC/DBA Speedgrip Chuck Co.	Name of contact person Matthew Mayer							
Address of taxpayer (number and street, city, state, and ZIP code) 2000 Industrial Pkwy, Elkhart IN 46616	Telephone number (674) 294-1606							
SECTION 2 - DESIGNATING BODY INFORMATION								
Name of designating body Speedgrip Chuck Company	Resolution number (s)							
Location of property 2000 Industrial Pkwy, Elkhart IN 46616	County Elkhart							
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) Purchasing advanced manufacturing equipment to enable Speedgrip to bring four new products to market to service the automation, robotics and machine tool industry.								
ESTIMATED								
	START DATE COMPLETION DATE							
Manufacturing Equipment	11/01/2023 12/31/2023							
R & D Equipment	11/01/2023 12/31/2023							
Logist Dist Equipment								
IT Equipment	11/01/2023 12/31/2023							
SECTION 3 - ESTIMATE OF PERMIT FEES AND SAVINGS AS RESULT OF PROPOSED PROJECT								
Current Number 44	Salaries 2,731,620	Number Relieved 44	Salaries 2,731,620	Number Additional 4	Salaries 262,020			
SECTION 4 - ESTIMATE OF TOTAL COST AND VALUE OF PROPOSED PROJECT								
NOTE: Pursuant to IO 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values		924,760						
Plus estimated values of proposed project	1,030,365		22,270				16,000	
Less values of any property being replaced								
Net estimated values upon completion of project								
SECTION 5 - WASTE CONVERSION INFORMATION								
Estimated solid waste converted (pounds)			Estimated hazardous waste converted (pounds)					
Other benefits: Addition of advanced manufacturing technologies to our workforce, therefore adding to the average wage in the production shop from \$21/hr to \$25/hr and getting continued education for our employees for advance programming and robotics.								
SECTION 6 - TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of authorized representative Jon Feldman				Date signed (month, day, year) 9/25/23				
Printed name of authorized representative Jon Feldman				Title GFO				



DATE: September 12, 2024
TO: Elkhart Common Council, Arvis Dawson President
FROM: Corinne Straight, Director of Communication
RE: 2025 Budget

The administration presents for your consideration Proposed Ordinance No. 24-O-34 establishing the City of Elkhart budget for 2025.

ASPIRE Elkhart will remain the focus of this administration for 2025. Making strategic investments in infrastructure, public safety, quality of place, and neighborhoods, we are building tomorrow's Elkhart, starting today.

This budget reflects the personnel, equipment, and projects necessary to carry out ASPIRE in the coming year. From paving roads to updating parks, from renovating a downtown landmark to removing invasive plant species, and everything in between, this city ASPIRES to make Elkhart a magnetic place to live, work, and play for generations to come.

We look forward to the opportunity to answer your questions and further explore the vision for Elkhart in 2025.

We greatly appreciate your consideration. Staff will be available for your questions.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE OPERATING BUDGET FOR THE 2025
CALENDAR YEAR, APPROPRIATING FUNDS FOR SUCH PURPOSES AND
ESTABLISHING THE TAX RATE FOR THE CITY OF ELKHART**

WHEREAS, Indiana Code § 36-4-7-7 requires the City of Elkhart, Indiana (“City”) to adopt an ordinance appropriating funds for department budgets and for other City purposes for the ensuing budget year; and

WHEREAS, pursuant to Indiana Code § 36-4-7-7, our City Controller is required to create a report of budget estimates for the Common Council of the City of Elkhart, Indiana (“Common Council”); and the City Controller has prepared such report of budget estimates; and

WHEREAS, Indiana Code § 36-4-7-7 further requires the Common Council to review the report, to adopt an ordinance making appropriations for the estimated department budgets and for other city purposes during the ensuing budget year, and to prepare and adopt an ordinance fixing the rate of taxation for the ensuing budget year; and

WHEREAS, Indiana Code § 36-4-7-7 further states that the Common Council may reduce any account line amount shown in the report of the City Controller, but the Common Council may not increase any account line amount shown in the report of the City Controller without approval of the Mayor; and

WHEREAS, the Common Council has reviewed the report of budget estimates of the City Controller, considered public comments on the report, and now desires to adopt and approve the report of budget estimates for the budget year 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA THAT:

Section 1. The 2025 Budget of the City of Elkhart, Indiana shown in *Budget Form No. 4 (State Form 55865)* and Schedule A, which are attached hereto and made a part hereof, are hereby adopted as the City of Elkhart's Budget for the calendar year 2025, and the sums specified therein for department budgets and other city purposes are hereby appropriated, and the same are allocated to the appropriate city accounts.

Section 2. The Common Council fixed the ____ day of _____, _____, at 7:00 p.m., in the Council Chambers, as the date, time and place when the Common Council would consider and determine the budget, appropriations and tax rates of the City of Elkhart, Indiana, and the taxpayers of the city were, then and there, afforded the right to be heard.

Section 3. The proper officers of the City of Elkhart are directed to file a certified copy of this ordinance, and the determinations herein, with the Auditor of Elkhart County, Indiana, for a hearing before the Department of Local Government Finance in such county, as provided by law.

Section 4. This Ordinance shall be in effect from and after its passage by the Common Council, approval by the Mayor, and publication according to law.

[The balance of this page is intentionally blank.]

ORDAINED this _____ day of _____, _____.

Arvis Dawson
President of the Common Council

ATTEST:

Debra D. Barrett, Elkhart City Clerk

PRESENTED to the Mayor by me this _____ day of _____, _____, at
_____ a.m./p.m.

Debra D. Barrett, Elkhart City Clerk

Approved by me this _____ day of _____, _____.

Rod Roberson, Mayor for the City of Elkhart

ATTEST:

Debra D. Barrett, Elkhart City Clerk

Schedule 'A'

	<u>2025 Budget</u>
Fund: 1101 - GENERAL	
Department: 000 - Non Departmental	
43 - Other Services & Charges	\$ -
44 - Capital Outlay	\$ -
45 - Other Financing Uses	\$ 6,140,000.00
Total Department: 000 - Non Departmental:	\$ 6,140,000.00
Department: 001 - Mayor	
41 - Personnel Services	\$ 642,800.00
42 - Supplies	\$ 5,000.00
43 - Other Services & Charges	\$ 32,900.00
45 - Other Financing Uses	\$ -
Total Department: 001 - Mayor:	\$ 680,700.00
Department: 002 - Board Of Works	
41 - Personnel Services	\$ 500,500.00
42 - Supplies	\$ 28,500.00
43 - Other Services & Charges	\$ 2,406,756.00
44 - Capital Outlay	\$ 40,000.00
Total Department: 002 - Board Of Works:	\$ 2,975,756.00
Department: 003 - Building/code Enforcement	
41 - Personnel Services	\$ 1,464,000.00
42 - Supplies	\$ 48,950.00
43 - Other Services & Charges	\$ 88,000.00
44 - Capital Outlay	\$ 32,000.00
45 - Other Financing Uses	\$ -
Total Department: 003 - Building/code Enforcement:	\$ 1,632,950.00
Department: 004 - City Clerk	
41 - Personnel Services	\$ 919,700.00
42 - Supplies	\$ -
43 - Other Services & Charges	\$ 10,000.00
44 - Capital Outlay	\$ -
Total Department: 004 - City Clerk:	\$ 929,700.00
Department: 005 - City Court	
41 - Personnel Services	\$ 121,900.00
43 - Other Services & Charges	\$ 5,293.00
Total Department: 005 - City Court:	\$ 127,193.00
Department: 006 - City Court/probation	
41 - Personnel Services	\$ 260,800.00
42 - Supplies	\$ 6,700.00
43 - Other Services & Charges	\$ 132,361.00
Total Department: 006 - City Court/probation:	\$ 399,861.00
Department: 009 - Common Council	
41 - Personnel Services	\$ 317,105.00
42 - Supplies	\$ 3,450.00
43 - Other Services & Charges	\$ 73,100.00
Total Department: 009 - Common Council:	\$ 393,655.00
Department: 010 - Controller	
41 - Personnel Services	\$ 753,934.00
42 - Supplies	\$ 7,500.00
43 - Other Services & Charges	\$ 113,200.00
Total Department: 010 - Controller:	\$ 874,634.00

Schedule 'A'

	2025 Budget
Department: 011 - Human Resources	
41 - Personnel Services	\$ 739,200.00
42 - Supplies	\$ 17,000.00
43 - Other Services & Charges	\$ 165,500.00
Total Department: 011 - Human Resources:	\$ 921,700.00
Department: 015 - Legal Department	
41 - Personnel Services	\$ 712,900.00
42 - Supplies	\$ 3,700.00
43 - Other Services & Charges	\$ 78,800.00
Total Department: 015 - Legal Department:	\$ 795,400.00
Department: 016 - Economic Development	
41 - Personnel Services	\$ 798,900.00
42 - Supplies	\$ 20,200.00
43 - Other Services & Charges	\$ 531,556.00
44 - Capital Outlay	\$ -
Total Department: 016 - Economic Development:	\$ 1,350,656.00
Department: 017 - Planning Department	
41 - Personnel Services	\$ 460,700.00
42 - Supplies	\$ 12,500.00
43 - Other Services & Charges	\$ 334,700.00
44 - Capital Outlay	\$ -
45 - Other Financing Uses	\$ -
Total Department: 017 - Planning Department:	\$ 807,900.00
Department: 030 - Information Technology	
41 - Personnel Services	\$ 1,365,600.00
43 - Other Services & Charges	\$ 414,015.00
44 - Capital Outlay	\$ 391,000.00
Total Department: 030 - Information Technology:	\$ 2,170,615.00
Department: 214 - Fire Department	
41 - Personnel Services	\$ 17,303,400.00
42 - Supplies	\$ 1,229,000.00
43 - Other Services & Charges	\$ 1,165,189.00
Total Department: 214 - Fire Department:	\$ 19,697,589.00
Department: 218 - Communications Center	
41 - Personnel Services	\$ 2,134,200.00
42 - Supplies	\$ 14,744.00
43 - Other Services & Charges	\$ 233,150.00
44 - Capital Outlay	\$ 55,000.00
Total Department: 218 - Communications Center:	\$ 2,437,094.00
Department: 219 - Police Department	
41 - Personnel Services	\$ 18,700,320.00
42 - Supplies	\$ 1,357,166.00
43 - Other Services & Charges	\$ 2,829,039.00
44 - Capital Outlay	\$ 1,549,750.00
Total Department: 219 - Police Department:	\$ 24,436,275.00
Department: 301 - PW Engineering	
41 - Personnel Services	\$ 330,000.00
42 - Supplies	\$ 11,110.00
43 - Other Services & Charges	\$ 461,850.00
44 - Capital Outlay	\$ 37,500.00
Total Department: 301 - PW Engineering:	\$ 840,460.00

Schedule 'A'

	2025 Budget
Department: 303 - Buildings & Grounds Maint	
41 - Personnel Services	\$ 4,113,200.00
42 - Supplies	\$ 533,997.00
43 - Other Services & Charges	\$ 1,084,448.00
44 - Capital Outlay	\$ 508,000.00
Total Department: 303 - Buildings & Grounds Maint:	\$ 6,239,645.00
Total Fund: 1101 - GENERAL:	\$ 73,851,783.00
Fund: 2201 - MVH	
Department: 310 - MVH - Street Department	
41 - Personnel Services	\$ 4,903,900.00
42 - Supplies	\$ 3,563,900.00
43 - Other Services & Charges	\$ 1,089,002.00
44 - Capital Outlay	\$ 1,959,700.00
45 - Other Financing Uses	\$ -
Total Fund: 2201 - MVH:	\$ 11,516,502.00
Fund: 2202 - LOCAL ROAD & STREET	
Department: 305 - Local Road & Street	
42 - Supplies	\$ 1,000,000.00
Total Fund: 2202 - LOCAL ROAD & STREET:	\$ 1,000,000.00
Fund: 2204 - PARK & RECREATION	
Department: 501 - Parks & Recreation	
41 - Personnel Services	\$ 2,187,075.00
42 - Supplies	\$ 397,500.00
43 - Other Services & Charges	\$ 835,120.00
44 - Capital Outlay	\$ 455,000.00
45 - Other Financing Uses	\$ 775,000.00
Total Fund: 2204 - PARK & RECREATION:	\$ 4,649,695.00
Fund: 2205 - CEMETERY	
Department: 404 - Cemetery	
41 - Personnel Services	\$ 876,250.00
42 - Supplies	\$ 43,650.00
43 - Other Services & Charges	\$ 121,750.00
44 - Capital Outlay	\$ 6,000.00
Total Fund: 2205 - CEMETERY:	\$ 1,047,650.00
Fund: 2206 - AVIATION	
Department: 201 - Aviation	
41 - Personnel Services	\$ 1,058,700.00
42 - Supplies	\$ 130,670.00
43 - Other Services & Charges	\$ 338,301.00
44 - Capital Outlay	\$ -
45 - Other Financing Uses	\$ -
Total Fund: 2206 - AVIATION:	\$ 1,527,671.00
Fund: 2214 - PROBATION USERS FEE	
Department: 204 - Probation	
41 - Personnel Services	\$ 173,500.00
Total Fund: 2214 - PROBATION USERS FEE:	\$ 173,500.00
Fund: 2228 - LAW ENFORCEMENT EDUCATION	
Department: 219 - Police Department	
43 - Other Services & Charges	\$ 40,000.00
Total Fund: 2228 - LAW ENFORCEMENT EDUCATION:	\$ 40,000.00

Schedule 'A'

	2025 Budget
Fund: 2230 - RECORD PERPETUATION	
Department: 914 - City Clerk	
41 - Personnel Services	\$ 36,400.00
42 - Supplies	\$ 12,000.00
43 - Other Services & Charges	\$ 33,500.00
Total Department: 914 - City Clerk:	\$ 81,900.00
Total Fund: 2230 - RECORD PERPETUATION:	\$ 81,900.00
Fund: 2234 - UNSAFE BUILDING	
Department: 405 - Unsafe Building	
43 - Other Services & Charges	\$ 256,000.00
45 - Other Financing Uses	\$ -
Total Department: 405 - Unsafe Building:	\$ 256,000.00
Total Fund: 2234 - UNSAFE BUILDING:	\$ 256,000.00
Fund: 2235 - RIVERBOAT FUND	
Department: 000 - Non Departmental	
42 - Supplies	\$ 750,000.00
45 - Other Financing Uses	\$ -
Total Fund: 2235 - RIVERBOAT FUND:	\$ 750,000.00
Fund: 2240 - LOIT PUBLIC SAFETY	
Department: 214 - Fire Department	
41 - Personnel Services	\$ 3,678,000.00
Total Department: 214 - Fire Department:	\$ 3,678,000.00
Department: 219 - Police Department	
41 - Personnel Services	\$ 3,438,280.00
Total Department: 219 - Police Department:	\$ 3,438,280.00
Total Fund: 2240 - LOIT PUBLIC SAFETY:	\$ 7,116,280.00
Fund: 2500 - CENTRAL GARAGE	
Department: 901 - Central Garage	
41 - Personnel Services	\$ 1,724,300.00
42 - Supplies	\$ 991,302.00
43 - Other Services & Charges	\$ 483,600.00
44 - Capital Outlay	\$ 160,000.00
Total Fund: 2500 - CENTRAL GARAGE:	\$ 3,359,202.00
Fund: 2501 - MAUSOLEUM OPERATIONS	
Department: 401 - Cemetery	
42 - Supplies	\$ 8,500.00
43 - Other Services & Charges	\$ 11,400.00
Total Fund: 2501 - MAUSOLEUM OPERATIONS:	\$ 19,900.00
Fund: 2502 - ENVIRONMENTAL CENTER	
Department: 302 - Environmental Center	
41 - Personnel Services	\$ 321,500.00
42 - Supplies	\$ 80,745.00
43 - Other Services & Charges	\$ 107,250.00
44 - Capital Outlay	\$ 47,000.00
Total Fund: 2502 - ENVIRONMENTAL CENTER:	\$ 556,495.00
Fund: 2503 - GREAT ELKHART FUND	
Department: 000 - Non Departmental	
43 - Other Services & Charges	\$ -
Total Fund: 2503 - GREAT ELKHART FUND:	\$ -

Schedule 'A'

	2025 Budget
Fund: 2505 - E 911	
Department: 240 - Communication Center	
43 - Other Services & Charges	\$ 79,200.00
Total Fund: 2505 - E 911:	\$ 79,200.00
Fund: 2510 - NYC RR MUSEUM	
Department: 505 - NYC RR Museum	
41 - Personnel Services	\$ 204,300.00
42 - Supplies	\$ 3,100.00
43 - Other Services & Charges	\$ 61,950.00
45 - Other Financing Uses	\$ -
Total Fund: 2510 - NYC RR MUSEUM:	\$ 269,350.00
Fund: 2511 - LERNER THEATRE	
Department: 502 - Lerner	
41 - Personnel Services	\$ 1,457,600.00
42 - Supplies	\$ 60,300.00
43 - Other Services & Charges	\$ 677,651.00
44 - Capital Outlay	\$ 104,000.00
45 - Other Financing Uses	\$ 100,000.00
Total Fund: 2511 - LERNER THEATRE:	\$ 2,399,551.00
Fund: 2520 - PARK PROGRAM	
Department: 508 - Misc Programs	
42 - Supplies	\$ 47,700.00
43 - Other Services & Charges	\$ 72,000.00
44 - Capital Outlay	\$ 120,000.00
45 - Other Financing Uses	\$ -
Total Department: 508 - Misc Programs:	\$ 239,700.00
Department: 509 - Ideal Beach	
42 - Supplies	\$ 13,000.00
43 - Other Services & Charges	\$ 23,850.00
Total Department: 509 - Ideal Beach:	\$ 36,850.00
Department: 580 - Concessions	
42 - Supplies	\$ 100,000.00
43 - Other Services & Charges	\$ 2,000.00
Total Department: 580 - Concessions:	\$ 102,000.00
Department: 630 - Events	
42 - Supplies	\$ 24,150.00
43 - Other Services & Charges	\$ 135,555.00
45 - Other Financing Uses	\$ -
Total Department: 630 - Events:	\$ 159,705.00
Total Fund: 2520 - PARK PROGRAM:	\$ 538,255.00
Fund: 2543 - ANIMAL CONTROL ORDINANCE	
Department: 219 - Police Department	
42 - Supplies	\$ 2,000.00
43 - Other Services & Charges	\$ 140,150.00
Total Fund: 2543 - ANIMAL CONTROL ORDINANCE:	\$ 142,150.00
Fund: 2575 - COMMUNITY PROMOTION	
Department: 000 - Non Departmental	
43 - Other Services & Charges	\$ 15,000.00
Total Fund: 2575 - COMMUNITY PROMOTION:	\$ 15,000.00

Schedule 'A'

	<u>2025 Budget</u>
Fund: 3323 - PARK BOND 2019 ALLOCATION	
Department: 920 - Debt Service	
43 - Other Services & Charges	\$ 722,650.00
Total Fund: 3323 - PARK BOND 2019 ALLOCATION:	\$ 722,650.00
Fund: 4401 - CUM CAPITAL IMPROVEMENT	
Department: 670 - Sidewalk Improvement	
41 - Personnel Services	\$ -
42 - Supplies	\$ 100,000.00
Total Fund: 4401 - CUM CAPITAL IMPROVEMENT:	\$ 100,000.00
Fund: 4402 - CUM CAPITAL DEVELOPMENT	
Department: 030 - Information Technology	
41 - Personnel Services	\$ -
42 - Supplies	\$ 5,500.00
43 - Other Services & Charges	\$ 1,310,352.00
44 - Capital Outlay	\$ -
Total Fund: 4402 - CUM CAPITAL DEVELOPMENT:	\$ 1,315,852.00
Fund: 4425 - CUM FIRE EQUIP & POLICE	
Department: 680 - Fire Department	
43 - Other Services & Charges	\$ 609,203.00
44 - Capital Outlay	\$ 2,495,994.00
Total Fund: 4425 - CUM FIRE EQUIP & POLICE:	\$ 3,105,197.00
Fund: 4428 - CUMULATIVE SEWER	
Department: 690 - Storm Sewer Treatment	
44 - Capital Outlay	\$ 250,000.00
45 - Other Financing Uses	\$ -
Total Fund: 4428 - CUMULATIVE SEWER:	\$ 250,000.00
Fund: 4436 - CEDIT	
Department: 000 - Non Departmental	
45 - Other Financing Uses	\$ 1,100,000.00
Total Department: 000 - Non Departmental:	\$ 1,100,000.00
Department: 016 - Economic Development	
43 - Other Services & Charges	\$ 1,412,000.00
44 - Capital Outlay	\$ -
Total Department: 016 - Economic Development:	\$ 1,412,000.00
Department: 301 - PW Engineering	
43 - Other Services & Charges	\$ 3,250,000.00
Total Department: 301 - PW Engineering:	\$ 3,250,000.00
Total Fund: 4436 - CEDIT:	\$ 5,762,000.00
Fund: 4650 - ELKHART CAPITAL OUTLAY	
Department: 000 - Non Departmental	
44 - Capital Outlay	\$ -
Total Department: 000 - Non Departmental:	\$ -
Department: 460 - River District	
44 - Capital Outlay	\$ -
Total Department: 460 - River District:	\$ -
Total Fund: 4650 - ELKHART CAPITAL OUTLAY:	\$ -

Schedule 'A'

	2025 Budget
Fund: 8801 - FIRE PENSION	
Department: 202 - Fire Pension	
41 - Personnel Services	\$ 9,892.00
42 - Supplies	\$ 2,250.00
43 - Other Services & Charges	\$ 2,766,674.00
Total Fund: 8801 - FIRE PENSION:	\$ 2,778,816.00
Fund: 8802 - POLICE PENSION	
Department: 203 - Police Pension	
41 - Personnel Services	\$ -
42 - Supplies	\$ 1,000.00
43 - Other Services & Charges	\$ 2,329,000.00
Total Fund: 8802 - POLICE PENSION:	\$ 2,330,000.00
Fund: 8812 - MAUSOLEUM PREP CARE	
Department: 402 - Mausoleum Perpetual Care	
44 - Capital Outlay	\$ -
Total Fund: 8812 - MAUSOLEUM PERPETUAL CARE:	\$ -
Report Total:	\$ 125,754,599.00

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
 Approved by the State Board of Accounts, 2015
 Prescribed by the Department of Local Government Finance

Budget Form No. 4
 Generated 9/12/2024 8:49:36 AM

Ordinance / Resolution Number: 6002

Be it ordained/resolved by the **Elkhart City Common Council** that for the expenses of **ELKHART CIVIL CITY** for the year ending December 31, **2025** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **ELKHART CIVIL CITY**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Elkhart City Common Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Elkhart City Common Council	Common Council and Mayor	10/21/2024

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0005	CASINO/RIVERBOAT	\$750,000	\$0	0.0000
0061	RAINY DAY	\$0	\$0	0.0000
0101	GENERAL	\$73,851,783	\$45,682,879	1.3944
0107	PROPERTY MAINTENANCE	\$3,359,202	\$2,785,076	0.0850
0341	FIRE PENSION	\$2,778,816	\$0	0.0000
0342	POLICE PENSION	\$2,330,000	\$0	0.0000
0706	LOCAL ROAD & STREET	\$1,000,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$11,516,502	\$6,796,001	0.2074
1191	CUMULATIVE FIRE SPECIAL	\$3,105,197	\$104,180	0.0032
1303	PARK	\$4,649,695	\$4,045,652	0.1235
1380	PARK BOND	\$722,650	\$711,896	0.0217
2102	AVIATION/AIRPORT	\$1,527,671	\$1,361,284	0.0416
2120	CEMETERY	\$1,047,650	\$781,349	0.0238
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$100,000	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$1,315,852	\$1,639,097	0.0500
6290	CUMULATIVE SEWER	\$250,000	\$329,903	0.0101
		\$108,305,018	\$64,237,317	1.9607

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
 Approved by the State Board of Accounts, 2015
 Prescribed by the Department of Local Government Finance

Budget Form No. 4
 Generated 9/12/2024 8:49:36 AM

Home-Ruled Funds (Not Reviewed by DLGF)		
Fund Code	Fund Name	Adopted Budget
9500	PROBATION	\$173,500
9501	MAUSOLEUM PERPETUAL CARE	\$0
9502	LAW ENFORCEMENT CONTINUING EDUCATION	\$40,000
9503	CLERK'S RECORD PERPETUATION	\$81,900
9504	E-911 SURCHARGE	\$79,200
9505	ENVIRONMENTAL CENTER	\$556,495
9506	GREATER ELKHART	\$0
9507	MAUSOLEUM OPERATING	\$19,900
9508	NYC RR MUSEUM	\$269,350
9509	CEMETERY PERPETUAL CARE	\$0
9510	Community Promotion	\$15,000
9511	LERNER THEATRE	\$2,399,551
9512	Elkhart Capital Outlay Fund	\$0
9513	ECONOMIC DEVELOPMENT INCOME TAX	\$5,762,000
9514	PUBLIC SAFETY INCOME TAX	\$7,116,280
9515	ANIMAL CONTROL	\$142,150
9516	UNSAFE BUILDING	\$256,000
9517	NOISE CONTROL	\$0
9518	LOIT 2016 SPECIAL DISTRIBUTION	\$0
9520	PARK PROGRAM FUND	\$538,255
9599	ARP Coronavirus Local Relief	\$0
		\$17,449,581

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
 Approved by the State Board of Accounts, 2015
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Budget Form No. 4
 Generated 9/12/2024 8:49:36 AM

Name		Signature
Arvis Dawson	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Tonda Hines	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Alex Holtz	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Aaron Mishler	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Chad Crabtree	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
David Henke	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
LaTonya King	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Brent Curry	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Dwight Fish	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

ATTEST

Name	Title	Signature
Debra Barrett	City Clerk	

MAYOR ACTION (For City use only)

Name		Signature	Date
Roderic Roberson	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1 Yes No

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31 Yes No



Memorandum

To: Arvis Dawson, President, Elkhart City Common Council
From: Jamie Arce, CPA, City Controller
Date: September 9, 2024
Regarding: 2025 Elected Officials Salary Ordinance

For your consideration, please find the following proposed ordinance and supporting schedule fixing the salaries of elected officials.

This ordinance reflects a proposed 3% flat increase for Members of the Common Council, the Judge, the City Clerk, and the Mayor.

ORDINANCE NO. _____

AN ORDINANCE FIXING THE ANNUAL SALARIES OF ELECTED OFFICIALS OF THE CITY OF ELKHART, INDIANA, FOR THE CALENDAR YEAR 2025

WHEREAS, Indiana Code § 36-4-7-2 provides that the Common Council of each city shall, by ordinance, fix the annual salaries of all elected city officers; and

WHEREAS, notice is hereby given that the Common Council of the City of Elkhart, Indiana, will consider the following ordinance at its regular meeting place at 7:00 p.m. on the _____ day of _____, _____.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, THAT:

Section 1. The salaries, wages and compensation for the payment of salaries of elected officers of the City of Elkhart, Indiana, are hereby established, payable on a bi-weekly basis, every other Friday. For the calendar year 2025, the position and maximum compensation is set forth in the attached Schedule A, expressed as the annual amount, if the corresponding bi-weekly compensation were paid for the entire year.

Section 2. For the calendar year 2025, salary and wage payments shall be made every other Friday with the first payment being January 3, 2025.

Section 3. Any ordinances, resolutions or parts thereof in conflict with this Ordinance are hereby repealed.

Section 4. This Ordinance shall be in effect from and after its passage by the Common Council and approval by the Mayor, according to law, and shall be effective as to the salaries for the elective officers of the City of Elkhart provided herein on or after January 1, 2025.

ORDAINED this _____ day of _____, _____.

Arvis Dawson
President of the Common Council

ATTEST:

Debra D. Barrett, Elkhart City Clerk

PRESENTED to the Mayor by me this _____ day of _____, _____, at
_____ a.m./p.m.

Debra D. Barrett, Elkhart City Clerk

Approved by me this _____ day of _____, _____.

Rod Roberson, Mayor for the City of Elkhart

ATTEST:

Debra D. Barrett, Elkhart City Clerk

City of Elkhart
Schedule A
2025 Salary Ordinance

Index	Position	2025 Annual Salary
	<u>Elected Officials</u>	
1	Mayor	\$ 125,839
2	City Clerk	\$ 83,430
3	City Judge	\$ 91,133
4	Common Council Member	\$ 20,769
5	Common Council President	\$ 21,369



Memorandum

To: Arvis Dawson, President, Elkhart City Common Council
From: Jamie Arce, CPA, Controller
Date: September 9, 2024
Regarding: 2025 Salary Ordinance for Appointed and Other Salaried Employees

For your consideration, please find the following proposed ordinance and supporting schedule adopting the maximum salaries for appointed and other salaried employees of the City of Elkhart. The ordinance as presented follows the past practice of establishing a maximum rate of pay for each defined pay grade. These paygrades were previously established as part of the wage and compensation study completed by Waggner, Irwin and Scheele (WIS).

Each paygrade maximum has been increased to accommodate proposed performance based raises which will be based on the approval of the 2024 budget and will encompass the November 1, 2023 – October 31, 2024, performance period.

New positions that have been include in the 2025 proposed budget have been noted for your convenience in identifying.

ORDINANCE NO. _____

AN ORDINANCE FIXING THE SALARIES AND WAGES FOR APPOINTED OFFICERS AND OTHER SALARIED EMPLOYEES OF THE CITY OF ELKHART, INDIANA, FOR THE YEAR 2025

WHEREAS, pursuant to Indiana Code § 36-4-7-3, the salaries of appointive officers, employees, deputies, assistants, departmental and institutional heads, and other salaried employees shall be fixed by the Mayor, subject to the approval of the Common Council of the City of Elkhart, Indiana (“Common Council”), not later than November 1 of each year for the ensuing budget year; and

WHEREAS, the Mayor of the City of Elkhart, Indiana has fixed said salaries and wages and submitted them to the Common Council for approval.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, THAT:

Section 1. The salaries, wages and compensation for the payment of salaries of appointive officers, employees, deputies, assistants, departmental and institutional heads, and other salaried employees of the City of Elkhart, Indiana, are hereby established, payable on a bi-weekly basis, every other Friday. For the calendar year 2025, the position and maximum compensation is set forth in the attached Schedule A, expressed as the annual amount, if the corresponding bi-weekly compensation were paid for the entire year.

Section 2. For the calendar year 2025, salary and wage payments shall be made every other Friday with the first payment being January 3, 2025.

Section 3. Any person, except for persons covered by a collective bargaining agreement, employed by the City of Elkhart on a full-time basis, whose compensation is fixed under this

ordinance, who establishes and maintains legal residency within the city limits of the City of Elkhart, physically resides on a continuous, permanent basis within the Elkhart city limits, and satisfies such other the requirements described in the Employee Handbook relating to this incentive, shall be entitled to an annual lump sum monetary bonus of up to two thousand four hundred dollars (\$2,400). The residency bonus shall be prorated for each full month of city residency out of the twelve (12) months immediately preceding the month selected by the City Controller for the payment of the bonus, and provided the person is so employed by the City on the last day of the pay-period prior to the bonus payment date.

Section 4. No additional compensation, excluding benefits, except overtime pay for those positions covered under the Fair Labor Standards Act, may be paid to persons holding any of the above-listed positions from sewage funds or water funds without specific prior approval of the amount of said compensation by the Common Council acting through a resolution. Said resolution, if passed, shall establish such additional payment for a period not to exceed one (1) year.

Section 5. The salaries set out in this Ordinance are not subject to increase or decrease during the year 2025, except upon order of the Mayor of the City of Elkhart, Indiana, and in accordance with Indiana law.

Section 6. Any ordinances, resolutions, or parts thereof in conflict with this Ordinance are hereby repealed.

Section 7. The effective date of this Ordinance shall be January 1, 2025.

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ORDAINED this _____ day of _____, _____.

Arvis Dawson
President of the Common Council

ATTEST:

Debra D. Barrett, Elkhart City Clerk

PRESENTED to the Mayor by me this _____ day of _____, _____, at
_____ a.m./p.m.

Debra D. Barrett, Elkhart City Clerk

Approved by me this _____ day of _____, _____.

Rod Roberson, Mayor for the City of Elkhart

ATTEST:

Debra D. Barrett, Elkhart City Clerk

City of Elkhart
Schedule A
2025 Salary Ordinance

Index	Position	2025 Pay Grade	2025 Maximum Annual Salary
<u>Aviation Department</u>			
1	Office Services I	1C	\$65,720
2	Airfield Maintenance Manager	2C	\$84,440
3	Air Traffic Controller	3A	\$95,010
4	Air Traffic Controller Manager	3A	\$95,010
5	Airport Director	3C	\$107,870
<u>Board of Works</u>			
6	Switchboard Receptionist	1C	\$65,720
7	311 Coordinator	2B	\$74,110
8	Neighborhood Coordinator (New)	2C	\$84,440
<u>Building & Code Enforcement Department</u>			
9	Office Services I	1C	\$65,720
10	Code Enforcement Officer	2B	\$74,110
11	Customer & Executive Services Manager	2B	\$74,110
12	Building Inspector	2C	\$84,440
13	Electrical Inspector	2C	\$84,440
14	Mechanical Inspector	2C	\$84,440
15	Plumbing Inspector	2C	\$84,440
16	Building Commissioner	3C	\$107,870
<u>Buildings & Grounds Maintenance Department</u>			
17	Office Services II (New)	1B	\$59,250
18	Office Services I	1C	\$65,720
19	City Forester	2C	\$84,440
20	Horticulture and Construction Supervisor	2C	\$84,440
21	Maintenance Supervisor	2C	\$84,440
22	Assistant Director of Buildings and Grounds Maintenance	3B	\$101,680
23	Director of Buildings and Grounds Maintenance	3C	\$107,870
<u>Cemetery Department</u>			
24	Cemetery Coordinator	1C	\$65,720
25	Cemetery Director	3A	\$95,010
<u>Central Garage</u>			
26	Office Services	2A	\$70,110
27	Assistant Fleet Manager (New)	3A	\$95,010
28	Fleet Manager	3C	\$107,870

City of Elkhart
Schedule A
2025 Salary Ordinance

Index	Position	2025 Pay Grade	2025 Maximum Annual Salary
<u>Clerk's Office</u>			
29	Assistant Cashier	1B	\$59,250
30	Collections Manager	1C	\$65,720
31	Court Recorder & Attorney Liaison	1C	\$65,720
32	Data Service Manager	1C	\$65,720
33	Head Cashier	1C	\$65,720
34	Deputy Clerk of Council	2A	\$70,110
35	Court Administrator	2A	\$70,110
36	Records & Information Management Coordinator	2B	\$74,110
37	Chief Deputy Clerk	2C	\$84,440
<u>City Court / Probation</u>			
38	Administrative Assistant	1C	\$65,720
39	Office Services I	1C	\$65,720
<u>Communications Department</u>			
40	Office Services I (New)	1C	\$65,720
41	911 Communications Assistant Director	3A	\$95,010
42	911 Communications Director	3C	\$107,870
<u>Development Services</u>			
43	Administrative Assistant	2A	\$70,110
44	Community Development Specialist	2C	\$84,440
45	Economic Development Specialist	2C	\$84,440
46	Assistant Director of Community Development and Director of Human Relations	3A	\$95,010
47	Assistant Director of Redevelopment	3A	\$95,010
48	Assistant Director of Economic Development	3A	\$95,010
49	Director of Development Services	5A	\$139,420
<u>Engineering</u>			
50	GIS Technician	2B	\$74,110
51	Engineering Technician	2B	\$74,110
52	Assistant City Engineer	4C	\$126,930
<u>Environmental Center</u>			
53	Environmental Education Coordinator	1C	\$65,720
54	Environmental Program Coordinator	2B	\$74,110
55	Environmental Center Manager	2C	\$84,440

City of Elkhart
Schedule A
2025 Salary Ordinance

Index	Position	2025 Pay Grade	2025 Maximum Annual Salary
<u>Finance Department</u>			
56	Accounts Payable Supervisor	2A	\$70,110
57	Accounts Receivable Supervisor	2A	\$70,110
58	Purchasing Agent	2A	\$70,110
59	Deputy City Treasurer	2B	\$74,110
60	Staff Accountant	2C	\$84,440
61	Deputy Controller	3C	\$107,870
62	Controller	4C	\$126,930
<u>Fire Department</u>			
63	Administrative Assistant	1C	\$65,720
64	Administrative Assistant to Chief	1C	\$65,720
<u>Human Resources Department</u>			
65	HR Generalist	2A	\$70,110
66	Benefits Coordinator	2A	\$70,110
67	HRIS & Payroll Specialist	2A	\$70,110
68	Talent Acquisition Specialist	2A	\$70,110
69	Safety and Risk Manager	3A	\$95,010
70	Director of Human Resources	4C	\$126,930
<u>Information Technology Department</u>			
71	Training Coordinator	2B	\$74,110
72	IT Technician I	2A	\$70,110
73	IT Technician II	2B	\$74,110
74	Network Administrator	2C	\$84,440
75	Server Administrator	2C	\$84,440
76	Emergency Services Administrator	3A	\$95,010
77	Project Manager	3A	\$95,010
78	Assistant Director of Information Technology	3B	\$101,680
79	Director of Information Technology	4A	\$115,020
<u>Law Department</u>			
80	Legal Assistant	1B	\$59,250
81	Board Clerk	1C	\$65,720
82	Paralegal I	2A	\$70,110
83	Paralegal II (New)	2B	\$74,110
84	Deputy City Attorney	3C	\$107,870
85	City Attorney	4B	\$120,970
86	Corporation Counsel	5A	\$139,420

City of Elkhart
Schedule A
2025 Salary Ordinance

Index	Position	2025 Pay Grade	2025 Maximum Annual Salary
<u>Lerner Theatre</u>			
87	Artistic Coordinator	1B	\$59,250
88	Custodial Coordinator	1B	\$59,250
89	Facilities Coordinator	1B	\$59,250
90	Assistant Box Office Manager	1B	\$59,250
91	Assistant Technical Coordinator	1C	\$65,720
92	Box Office Manager	1C	\$65,720
93	Media Specialist	2A	\$70,110
94	Office Manager	2A	\$70,110
95	Communications and Marketing Coordinator	2C	\$84,440
96	Operations & Building Manager	2C	\$84,440
97	Assistant Director of Events	3B	\$101,680
98	Technical & Facilities Director	3C	\$107,870
99	General Manager	3C	\$107,870
<u>Office of the Mayor</u>			
100	Administrative Assistant	1C	\$65,720
101	Office Manager	2B	\$74,110
102	Director of Communications	3B	\$101,680
103	Chief of Staff	5A	\$139,420
<u>New York Central Railroad Museum</u>			
104	Museum Coordinator	2C	\$84,440
<u>Parks & Recreation Department</u>			
105	Events Assistant and Volunteer Coordinator	1B	\$59,250
106	Park Ranger	1B	\$59,250
107	Lead Ranger	1C	\$65,720
108	Office Services I	1C	\$65,720
109	Program Coordinator	1C	\$65,720
110	Office Manager	2A	\$70,110
111	Business Services Coordinator (New)	2A	\$70,110
112	Events Coordinator	2B	\$74,110
113	Special Projects Coordinator (New)	2C	\$84,440
114	Operations Manager	3A	\$95,010
115	Superintendent of Parks and Recreation	3C	\$107,870
<u>Planning Department</u>			
116	Zoning Compliance Officer (New)	2B	\$74,110
117	Planner II	2C	\$84,440
118	Planner I	3A	\$95,010
119	Assistant Director of Planning	3A	\$95,010

City of Elkhart
Schedule A
2025 Salary Ordinance

Index	Position	2025 Pay Grade	2025 Maximum Annual Salary
<u>Police Department</u>			
120	Administrative Assistant	1C	\$65,720
121	Records Manager	2A	\$70,110
122	Special Services Officer	2B	\$74,110
123	Special Police Officer	2B	\$74,110
124	Noise Enforcement Officer	2B	\$74,110
125	Civilian Investigations and Crime Scene Technician	2B	\$74,110
126	Legal Records Coordinator (New)	2C	\$84,440
127	Public Information and Data Analysis Manager	2C	\$84,440
128	Community Support Specialist	2C	\$84,440
129	Training and Community Liaison	3A	\$95,010
<u>Street Department</u>			
130	Administrative Assistant	1C	\$65,720
131	Office Services I	1C	\$65,720
132	Office Services II	1B	\$59,250
133	Traffic Signal Technician	2B	\$74,110
134	Asphalt Supervisor	3A	\$95,010
135	Concrete Supervisor	3A	\$95,010
136	Heavy Equipment Supervisor	3A	\$95,010
137	Assistant Director of Traffic Operations	3A	\$95,010
138	Assistant Street Commissioner	3B	\$101,680
139	Street Commissioner	4A	\$115,020

City of Elkhart
Schedule D

2025 Maximum Hourly Rate Of Base Pay For Each Pay Grade
For Positions Covered By The Collective Bargaining Agreement
Between Indiana F.O.P. Labor Council And The City Of Elkhart

Position

Index	Position	Pay Grade	2025 Hourly Rate
1	Dispatcher & Safety Officer (Probationary - Under 6 Months)	PG-1	\$ 24.42
2	Dispatcher & Safety Officer - 1st year	PG-2	\$ 24.86
3	Dispatcher / Safety Officer	PG-3	\$ 25.36
4	Trainer	PG-4	\$ 25.81
5	Team Leaders / Training Coordinator	PG-5	\$ 26.67

City of Elkhart
 Schedule E
 2025 Maximum Hourly Rate Of Base Pay For Positions Not Covered
 By A Collective Bargaining Agreement, Ordinance, Or Resolution

Index	Position	2025 Hourly Rate
	<u>Full-Time/Part-Time/Temporary</u>	
3	Unskilled Labor	\$10.00 - \$18.54
4	Skilled Labor	\$16.00 - \$24.26
5	Administrative Support Services, Professional, Specialists, Crossing Guards, & Other Non- Labor Positions	\$15.00 - \$41.20



Memorandum

To: Arvis Dawson, President, Elkhart City Common Council
 From: Jamie Arce, CPA, City Controller
 Date: September 9, 2024
 Regarding: 2025 Police Schedule of Salaries and Other Compensation

For your consideration, please find the following proposed ordinance and supporting schedule adopting the maximum salaries for the high-ranking officials of the Elkhart police department and members of the Fraternal Order of Police Lodge No 52.

The maximum salaries of high-ranking officials align with the City's performance management model and have increased by a flat 4.25%. Performance based raises will be awarded based on the approval of the 2025 budget.

For the Members of the Fraternal Order of Police Lodge No 52 the City Council approved the collective bargaining agreement between both parties that began on January 1, 2023, and ends on December 31, 2025. The salaries, other compensation, and benefits included in herein are representative of the obligations set forth in the collective bargaining agreement. The table below lists the base salary obligations for the duration of the agreement.

Pay Grade	Title	Annual Base Salary		
		2023 (Base)	2024 (4.50%)	2025 (4.25%)
P-1	3rd Class Patrolman	\$ 61,000	\$ 64,240	\$ 67,438
P-2	2nd Class Patrolman	\$ 65,000	\$ 68,240	\$ 71,438
P-3	1st Class Patrolman	\$ 72,000	\$ 75,240	\$ 78,438
P-4	Investigator	\$ 73,000	\$ 76,240	\$ 79,438
P-5	Sergeant	\$ 77,000	\$ 80,465	\$ 83,884
P-6	Lieutenant	\$ 81,000	\$ 84,645	\$ 88,242

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING A SCHEDULE OF SALARIES AND OTHER
COMPENSATION FOR THE POLICE OFFICERS OF THE CITY OF ELKHART,
INDIANA, FOR THE CALENDAR YEAR 2025**

WHEREAS, Indiana Code § 36-8-3-3 requires that the compensation for police officers be fixed by ordinance of the Common Council of the City of Elkhart, Indiana (“Common Council”) not later than November 1 of each year for the ensuing budget year.

WHEREAS, this ordinance sets forth the negotiated items which fix the annual pay and salaries of the sworn members of the Elkhart Police Department as defined in Indiana Code § 36-8-1-9; salaries of the First Class Patrolman as defined in Indiana Code § 36-8-1-11; salaries for upper level policy making positions in the department as defined in Indiana Code § 36-8-1-12; and other monetary fringe benefits

NOW, THEREFORE, BE IT ORDAINED by the Common Council that:

Section 1. The Common Council recognizes the Fraternal Order of Police Lodge #52 as the sole and exclusive bargaining representative for all sworn full-time officers (“police officers”) of the Elkhart Police Department for purposes of negotiating annual pay, monetary fringe benefits and other monetary items which are addressed in this ordinance, excluding all police officers who hold the rank of Captain or above (“upper level policy maker”), who are governed by Indiana Code § 36-8-1-12 as upper level policy makers.

Section 2. The salaries, wages, and compensation for the payment of salaries for sworn police officers of the City of Elkhart, Indiana, including upper level policy making positions defined by Indiana Code § 36-8-1-12 are hereby established, payable on a bi-weekly basis, every other Friday. For the calendar year 2025, the position and maximum compensation is set forth as

follows, expressed as the annual amount, if the corresponding bi-weekly compensation were paid for the entire year.

Title (Paygrade)	2023	2024	2025
Police Chief (P10 5A)	\$92,200 – \$124,700	\$95,000 – \$128,500	\$95,000 – \$128,500
Assistant Chief (P9 4C)	\$84,000 - \$113,600	\$86,500 – \$117,000	\$86,500 – \$117,000
Captain (P8 4B)	\$ 94,100	\$ 97,240	\$ 100,438
Lieutenant (P6)	\$ 81,000	\$ 84,645	\$ 88,242
Sergeant (P5)	\$ 77,000	\$ 80,465	\$ 83,884
Investigator (P4)	\$ 73,000	\$ 76,240	\$ 79,438
1 st Class Patrolman (P3)	\$ 72,000	\$ 75,240	\$ 78,438
2 nd Class Patrolman (P2)	\$ 65,000	\$ 68,240	\$ 71,438
3 rd Class Patrolman (P1)	\$ 61,000	\$ 64,240	\$ 67,438

The salary set forth above for Captain (P8 | 4C) shall be retroactive to January 1, 2023.

Section 3. For the calendar year 2025, salary and wage payments shall be made every other Friday with the first payment being January 3, 2025.

Section 4. For calendar year 2025, the following special incentives and allowances are hereby authorized for police officers.

SHIFT DIFFERENTIAL PAY

All police officers who work the afternoon or midnight shift will receive an additional compensation per pay period as follows:

Shift	2023	2024	2025
Afternoon	\$70.00	\$ 73.00	\$ 77.00
Midnight	\$90.00	\$105.00	\$115.00

HOLIDAY PAY

- A. In order to receive holiday pay, a police officer must work their last regular workday before a holiday and their next scheduled workday after the holiday. Holidays are those days designated by Ordinance No. 5856, as amended from time to time.

- B. If a police officer's regular workday is a designated or actual holiday (not both) and the police officer works that day, the police officer shall receive: (i) their regular base rate of pay for hours worked, (ii) two hundred dollars (\$200.00) holiday pay, and (iii) eight (8) hours of straight compensatory time.
- C. If a police officer's regular workday is a designated or actual holiday (not both) and the police officer does not work that day, the police officer shall receive only their regular pay for that day and no additional benefits. However, if a police officer is called in to work on a designated or actual holiday that would be a regular workday for him/her, the police officer shall receive: (i) either two (2) times their base rate of pay multiplied by the actual hours worked or two (2) hours, whichever hours are greater, or compensatory time equal to one and one-half (1 ½) times the actual hours worked; and (ii) two hundred dollars (\$200.00) holiday pay.
- D. If a police officer's regular day off falls on a designated or actual holiday (not both) and the police officer is not called in to work, the police officer shall receive eight (8) hours of straight compensatory time.
- E. If a police officer's regular day off falls on a designated or actual holiday (not both) and the police officer is called in to work, the police officer shall receive: (i) either two (2) times their base rate of pay multiplied by the actual hours worked or two (2) hours, whichever hours are greater, or compensatory time equal to one and one-half (1 ½) times the actual hours worked; (ii) two hundred dollars (\$200.00) holiday pay; and (iii) (8) hours of straight compensatory time.

OVERTIME PAY

Overtime pay for non-exempt personnel shall be paid at a rate of one and one-half times the police officer's regular rate of pay in accordance with Section 7(k) of the Fair Labor Standards Act. Overtime pay is authorized for non-exempt personnel who participate in the Operation Pullover Grant Program by performing patrol duties during off-duty hours.

Overtime shall be paid at the rate of two (2) times the police officers regular hourly rate inclusive of incentive pay, specialty pay, shift differential and longevity for each hour of overtime worked or credited for the following: Overtime caused by man power need or overtime posted for any City sponsored or approved event held within the City of Elkhart.

SICK INCENTIVE PROGRAM PAY

To encourage proper attendance and avoid misuse of sick days and/or extended leave benefits, each police officer shall be entitled to Sick Incentive pay according to the following:

- A. A police officer with the rank of Third Class Patrolman (P-1) or Second Class Patrolman (P-2) shall be entitled to a One Thousand Dollar

(\$1,000.00) payment if the officer did not use a sick day during the Sick Incentive Program year.

- B. A police officer with the rank of First Class Patrolman (P-3) or above, shall be entitled to a One Thousand Two Hundred Dollar (\$1,200.00) payment if the officer did not use a sick day during the Sick Incentive Program year.
- C. The amount payable to each police officer, as referred to in paragraphs a. or b. above, shall be reduced by Two Hundred Dollars (\$200.00) per sick day for each of the first four (4) sick days used by the officer. Use of a fifth (5th) sick day shall disqualify the officer from any payment and from any further eligibility and participation in this Sick Incentive Program for the remainder of the program year.
- D. The Sick Incentive Program year shall run from December 1st through November 30th of the following year (e.g. December 1, 2024, through and including November 30, 2025). The payment due to each officer eligible under this Sick Incentive Program shall be made by the City to the officer on or before December 15th, following the end of the program year (November 30th).
- E. All monies remaining in the Sick Incentive Program after the calculation of the payments due pursuant to paragraph d. above shall be equally divided among those officers with perfect attendance for the program year. This Sick Incentive Program bonus shall also be payable on or before December 15th.
- F. An eligible officer leaving employment with the Elkhart Police Department, in good standing, shall have the payment due under this Sick Incentive Program pro-rated by the number of calendar days from December 1st until the date of separation from employment. Furthermore, any such officer shall not be entitled to any share of the perfect attendance bonus referred to in paragraph e. above.
- G. Sick Incentive Program pay (either the \$1,000.00 or the \$1,200.00 as referred to in paragraphs A. or B. Above) shall be based upon the rank the officer held the majority of the Sick Incentive Program year.

SEVERANCE PAY: POLICE OFFICERS

- A. Upon retirement, voluntary termination, or death, the officer, or their estate, shall be paid for all earned vacation time, earned unused personal days, earned compensatory time, earned sick incentive, and prorated uniform allowance to which they were entitled on their last day of employment at their current hourly rate.

Section 5. For calendar year 2025, the following special incentives and allowances are hereby authorized for police officers and upper-level policy makers as defined by Indiana Code § 36-8-1-12.

REGULAR LONGEVITY PAY

- A. Each eligible police officer or upper level policy maker shall receive additional compensation in recognition of their continuous service as a certified Law Enforcement Officer pursuant to the following schedule and in accordance with the salary ordinance in effect.

Continuous Years of Law Enforcement Service	Compensation per Month
After completing year 2	\$25.00
After completing year 5	\$50.00
After completing year 10	\$100.00
After completing year 15	\$150.00
After completing year 20	\$450.00
After completing year 21	\$550.00

The longevity herein, as applied to upper-level policy makers, shall be retroactive to January 1, 2023.

CLOTHING AND EQUIPMENT ALLOWANCE

Each police officer and upper level policy maker with the rank of Second-Class Patrolman (P-2) and above shall receive Two Thousand Dollars (\$2,000.00) each per year for clothing and equipment allowance.

COMPENSATORY TIME

All executive, administrative, and supervisory personnel, which includes upper level policy making positions defined by Indiana Code § 36-8-1-12, in accordance with the Fair Labor Standards Act (“FLSA”), will be prohibited from receiving compensatory time while serving in those capacities. Compensatory time for all non-exempt officers shall be determined and administered in accordance with the applicable law, including FLSA and the Collective Bargaining Agreement.

SPECIAL INCENTIVE PAY

In addition to regular pay and benefits, specialty pay shall be tendered to all police officers, including upper ranking policy makers defined by Indiana Code 36-8-1-

12, who are assigned and work as a specialist in the below listed assignments at the specified rate. Each police officer or upper level policy maker that is trained and assigned to a special duty position shall receive a sum not to exceed Six Hundred Dollars (\$600.00) as special incentive pay unless otherwise noted below. No police officer or upper level policy maker shall receive more than four (4) special incentive pays annually. The total number of special incentive pays for all police officers shall not exceed one hundred eighty (180).

1. Truth verification examiner
2. Firearms instructor
3. SWAT Team Member
4. Explosives, Ordinance & Disposal (EOD) Officer
5. Evidence Technician (\$1,500.00)
6. Breathalyzer Operator
7. Canine Officer
8. Armorer
9. Criminal Investigation Division (CID) Technician
10. Meth Lab Officer
11. Accident Reconstructionist
12. Field Training Officer (\$1,500.00)
13. Emergency Vehicle Operations Course (EVOC) Instructor
14. Community Relations Officer
15. Defensive Tactics Instructor
16. Drone Operator
17. Tactical Field Officer
18. Drug Recognition Expert (DRE)
19. Limited English Proficiency / Sign Language Proficiency Incentive Pay
20. Any additional special duty position established by the Administration

PENSION CONTRIBUTIONS

The City of Elkhart shall pay 22.5% of the contribution required by the 1977 Police Officers' and Firefighters' Retirement Fund for each eligible police officer and upper-level policy makers. Each eligible police officer or upper-level policy maker shall pay the remaining 1.0%.

Section 6. For calendar year 2025, the following special incentives are hereby authorized:

RESIDENT INCENTIVE

Any person, except for persons covered by a collective bargaining agreement, employed by the City of Elkhart on a full-time basis, whose compensation is fixed under this ordinance, who establishes and maintains legal residency within the city limits of the City of Elkhart, physically resides on a continuous, permanent basis within the Elkhart city limits, and satisfies such other the requirements described in the Employee Handbook relating to this incentive, shall be entitled to an annual lump sum monetary bonus of up to

two thousand four hundred dollars (\$2,400). The residency bonus shall be prorated for each full month of city residency out of the twelve (12) months immediately preceding the month selected by the City Controller for the payment of the bonus, and provided the person is so employed by the City on the last day of the pay-period prior to the bonus payment date.

LATERAL ENTRY PROGRAM

- A. A person who becomes a full-time sworn law enforcement officer through the Elkhart Police Department’s Lateral Entry Program shall be eligible for a hiring bonus payment in the following amount based on the number of years of continuous service as a full-time law enforcement officer for another local, state, or federal law enforcement agency and currently holds a law enforcement certification through a State or Federal agency:

Years of Full-Time Experience	Total Amount of Incentive Payment
Less than two (2) years (0-2)	\$5,000.00
Two (2) to Three (3) Years	\$10,000.00
Four (4) or more years	\$15,000.00

For purposes of this Section, a year of full-time law enforcement experience with another law enforcement agency shall mean that the person has worked no less than 2,080 hours from his or her current date of hire to the person’s anniversary date the following year and subsequent years thereafter. The experience or service with another law enforcement agency must be continuous and uninterrupted.

- B. The payment of the hiring bonus to the police officer shall be made in three equal installments as follows: (1) first installment, upon appointment to the Elkhart Police Department, (2) second installment, upon successful completion of the field training, and (3) third installment, upon successful completion of the police officers one-year probationary period.

Any sworn member who received monies pursuant to this Lateral Entry Program and who leaves employment from the Elkhart Police Department before their one (1) year anniversary with the Department, shall be required to pay back to the Elkhart Police Department all lateral bonus monies received.

POLICE OFFICER RECRUITMENT BONUS PROGRAM

Any City of Elkhart Employee, who verifiably assists in the recruitment and hiring of any new full-time sworn police officer, may be eligible upon Department verification of each of the stages listed below:

1. Upon an individual, who has been recruited by a City of Elkhart Employee, graduating from the Indiana Law Enforcement Academy, the sum of three hundred dollars (\$300.00) shall be allocated for payment for that City of Elkhart Employee who assisted in the recruitment.
2. Upon that individual then successfully completing the Field Training Program (FTO), the sum of seven hundred dollars (\$700.00) shall be allocated for City of Elkhart Employee who assisted in recruitment.
3. For the City of Elkhart Employee to be eligible to receive the bonuses described above, the candidate must have successfully completed the specified phase of the hiring process and be hired by the Elkhart Police Department as a full-time sworn member. Any City of Elkhart Employee desiring to participate in the Police Officer Recruitment Bonus Program shall be required to timely complete all required forms with the Department, and upon verification of their recruited candidate successfully meeting the hiring standards, processing for payment of the recruitment bonus shall commence.

LATERAL POLICE OFFICER RECRUITMENT INCENTIVE PROGRAM

Any City of Elkhart Employee, who verifiably assists in the recruitment and hiring of any new full-time lateral sworn police officer is eligible for a one-time bonus payment of one thousand dollars (\$1,000.00). Said bonus shall only be processed for payment upon the following conditions being met:

1. The lateral police officer candidate successfully completed a Law Enforcement Training Board-certified 40-hour Pre-Basic Course, and is hired as a full-time sworn member of the Elkhart Police Department.
2. Verification of the City of Elkhart Employee's recruitment activities and their timely completion of all required forms with the Elkhart Police Department.
3. The lateral police officer candidate, completed the annual mandatory training program addressing domestic violence, use of force training, firearms training, and emergency vehicle operations training; and
4. All Police Department regulations governing this program must have been complied with by the City of Elkhart Employee in order for them to be qualified and eligible to be paid under this program.

Section 7. Any ordinances, resolutions, or parts thereof in conflict with this Ordinance are hereby repealed.

Section 8. The effective date of this Ordinance shall be January 1, 2025.

[Balance of page is intentionally blank.]

ORDAINED this _____ day of _____, _____.

Arvis Dawson
President of the Common Council

ATTEST:

Debra D. Barrett, City Clerk

PRESENTED to the Mayor by me this _____ day of _____, _____, at
_____ a.m./p.m.

Debra D. Barrett, City Clerk

Approved by me this _____ day of _____, _____.

Rod Roberson, Mayor

ATTEST:

Debra D. Barrett, City Clerk

Rod Roberson
Mayor

Michael Huber
Director of Development Services



Development Services
Community Development
Economic Development
Planning Services
Redevelopment
229 S. Second St.
Elkhart, IN 46516
574.294.5471
Fax: 574.295.7501

DATE: September 6, 2024

TO: City of Elkhart Common Council

FROM: Michael Huber, Director of Development Services

RE: Rezoning request a vacant lot (1700 bl.) Oakland Avenue – (20-06-07-430-022.000-012)

At its regular meeting on Tuesday, September 3, 2024, the Plan Commission recommended approval of Petition 24-Z-04. The Plan Commission provided a 'Do Pass' recommendation on to the Common Council by a vote of 8-0.

The petitioner, Annette Peoples, has requested to rezone the parcel at the intersection of Oakland and W Wolf Avenues. The .33 acre parcel is proposed to have two (2) single family dwelling built. The rezoning to R-2, One Family Dwelling District from R-4, Multi Family Dwelling District will allow the project to move forward.

Rod Roberson
Mayor



Planning & Development
Community Development
Economic Development
Planning Services
229 S. Second St.
Elkhart, IN 46516
574.294.5471
Fax: 574.295.7501

September 9, 2024

The Common Council
City of Elkhart
Elkhart, IN 46516

RE: Petition 24-Z-04
1723 Oakland Avenue

Dear Council Members:

This letter certifies that the Elkhart City Plan Commission at its regular meeting on **Monday, September 3, 2023**, heard the above petition as prescribed by Per Section 29.11.B, Map Amendments, a request to rezone 1723 Oakland Avenue (06-07-430-022) from R-4, Multiple Family Dwelling District to R-2, One Family Dwelling District.

The Plan Commission **voted 8 to 0 in favor** of this rezoning petition and thus it is sent to the Common Council with a "Do Pass" recommendation.

Sincerely,

A handwritten signature in cursive script that reads "Carla Lipsey".

Carla Lipsey
Plan Commission Recording Secretary

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP CREATED PURSUANT TO ORDINANCE NO. 4370, THE “ZONING ORDINANCE OF THE CITY OF ELKHART, INDIANA” AS AMENDED, TO REZONE 1723 OAKLAND AVENUE ELKHART, INDIANA FROM R-4, MULTIPLE FAMILY DWELLING DISTRICT TO R-2, ONE FAMILY DWELLING DISTRICT

WHEREAS, on July 20, 1998, the Common Council of the City of Elkhart, Indiana (the “Common Council”) adopted Ordinance No. 4370 (the “Zoning Ordinance of the City of Elkhart, Indiana”), creating the zoning map that established the zoning districts for all real estate located within the corporate boundaries of the City of Elkhart (commonly referred to as the “Zoning Map”); and

WHEREAS, the real estate located at 1723 Oakland Ave Elkhart, IN, 46516 (the “Real Estate”), is zoned R-4, Multiple Family Dwelling District; and

WHEREAS, the owner of the Real Estate petitioned the Elkhart City Plan Commission, requesting an amendment to the Zoning Map to allow for the construction of two (2) single family residential structures; and

WHEREAS, the intended use of the Real Estate is not a permitted use, unless the subject Real Estate is rezoned from R-4, Multiple Family Dwelling District to R-2, One Family Dwelling District, and thereby allowing the owner’s intended use; and

WHEREAS, the rezoning, as petitioned, remains compatible with the adjacent properties and reflects responsible growth and development; and

WHEREAS, on September 3, 2024, the Elkhart City Plan Commission conducted a public hearing on the petition to amend the Zoning Map for the purpose stated herein and voted to forward to this Council, the Commission's "Do Pass" recommendation.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA that

Section 1. The zoning map created pursuant to and incorporated into Ordinance No. 4370, as amended, the Zoning Ordinance of the City of Elkhart, Indiana, is hereby further amended to rezone from R-4, Multiple Family Dwelling District to R-2, One Family Dwelling District, the following real estate, located in the City of Elkhart, County of Elkhart, State of Indiana, and more-fully described as follows:

Legal Description:

Lot Numbered Three Hundred Fifty-eight (358) and a part of Lot Numbered Three Hundred Fifty-nine (359) as the said Lots are known and designated on the recorded Plat of Elliston's Addition to the City of Elkhart, Elkhart County, Indiana, said Plat being recorded in Deed Records 111, page 188 in the Office of the Recorder of Elkhart County, Indiana, also a part of the vacated Wolf Avenue adjacent to the South line of said Lot Numbered Three Hundred Fifty-eight (358) and a part of the vacated Sixteen and fifty hundredths (16.50) foot wide alley adjacent to the West line of said Lot Numbered Three Hundred Fifty-eight (358) and Lot Numbered Three Hundred Fifty-nine (359), being more particularly described as follows:

Commencing at the Southeast corner of said Lot Numbered Three Hundred Fifty-nine (359); thence Northerly along the East line of said Lot Numbered Three Hundred Fifty-Nine (359), a distance of Sixteen (16) feet to the point of beginning of this description; thence Westerly parallel with and Sixteen (16) feet North of the South line of said Lot Numbered Three Hundred Fifty-nine (359), a distance of One Hundred forty and twenty-five hundredths (140.25) feet to the centerline of a vacated Sixteen and fifty hundredths (16.50) foot wide alley, thence Southerly along said centerline of the vacated alley, also being parallel with and Eight and twenty-five hundredths (8 .25) feet West of the West line of Lot Numbered Three Hundred Fifty-nine (359) and Three Hundred Fifty-eight (358), a distance of One Hundred three (103) feet to the North right-of-way line of existing Wolf Avenue; thence Easterly along the North line of said Wolf Avenue, a distance of One Hundred forty and twenty-five hundredths (140.25) feet to the West right-of-way line of Oakland Avenue; thence Northerly along the West line of said Oakland Avenue, also the East line of Lot Numbered Three Hundred Fifty-eight (358) and Three Hundred Fifty-nine (359), a distance of One Hundred three (103) feet to the point of beginning of this description.

Address(s):

1723 Oakland Ave Elkhart, IN, 46516

Parcel Identification Number(s):

20-06-07-430-022.000-012

Section 2. Effective Date. This ordinance shall be in full force and effect from and after its passage by the Common Council.

So ORDAINED this _____ day of _____, _____.

Arvis Dawson
President of the Common Council

ATTEST:

Debra D. Barrett, Elkhart City Clerk

PRESENTED to the Mayor by me this _____ day of _____, _____,
at _____ a.m./p.m.

Debra D. Barrett, Elkhart City Clerk

Approved by me this _____ day of _____, _____.

Rod Roberson, Mayor for the City of Elkhart

ATTEST:

Debra D. Barrett, Elkhart City Clerk



Staff Report

Planning & Zoning

Petition: 24-Z-04

Petition Type: Rezoning

Date: September 3, 2024

Petitioner: Annette Peoples

Site Location: Vacant Lot (1700 block) Oakland Avenue; Parcel 20-06-07-430-022.000-012

Request: Per Section 29.11.B, Map Amendments, a request to rezone 1723 Oakland Avenue (06-07-430-022) from R-4, Multiple Family Dwelling District to R-2, One Family Dwelling District.

Parcel I.D. Number(s): 20-06-07-430-022.000-012

Existing Zoning: R-4, Multiple Family Dwelling District

Size: +/- .33 Acres

Thoroughfares: Oakland Avenue and W Wolf Avenue

School District: Elkhart Community Schools

Utilities: Available to site

Surrounding Land Use & Zoning:

The property is located amongst a mix of residential uses zoned R-4, Multiple Family Dwelling District and R-2, One Family Dwelling District. The land to the northwest is industrial zoned M-2, General Manufacturing District.

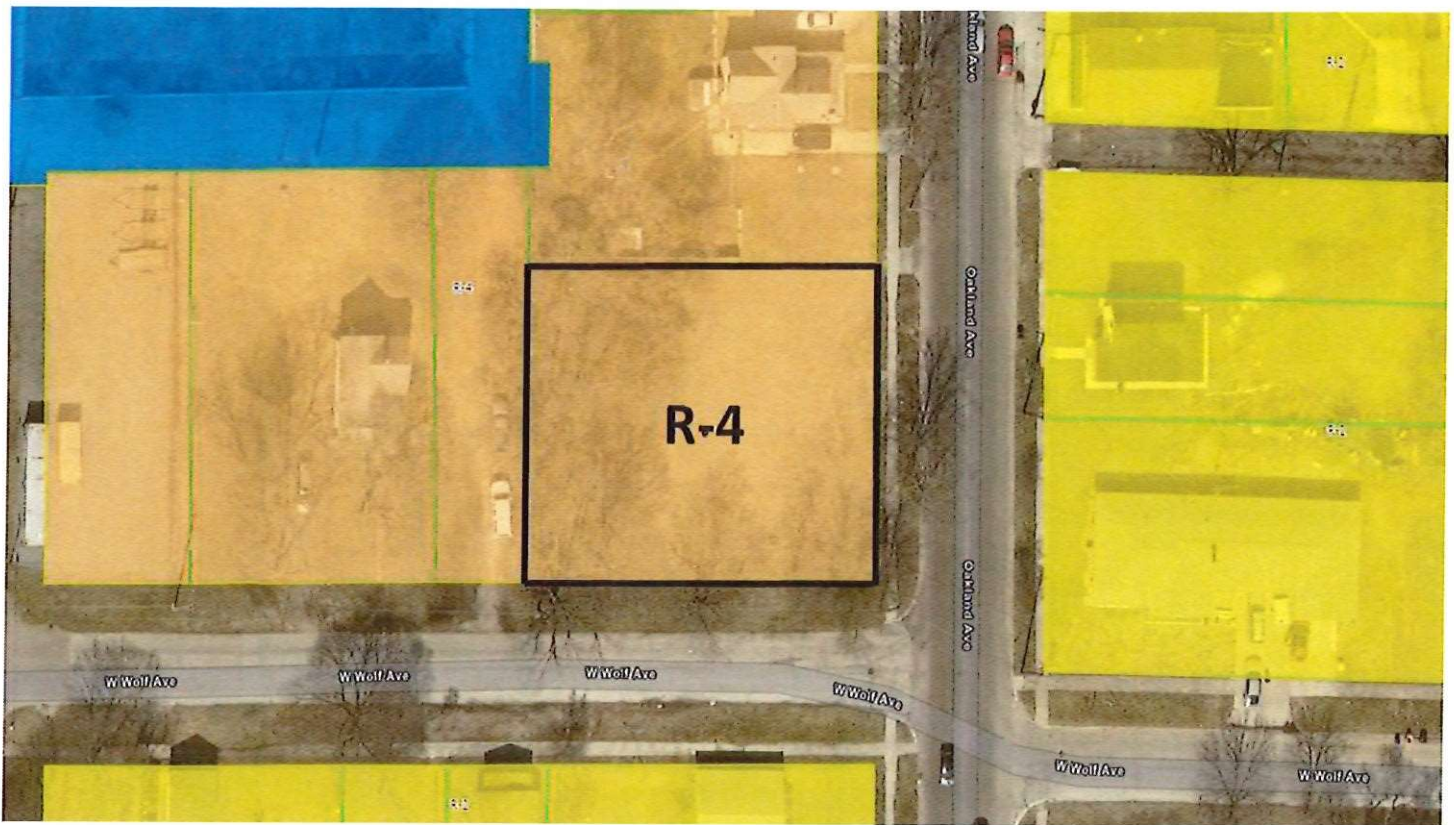
Applicable Sections of the Zoning Ordinance:

See enumerated in request.

Comprehensive Plan:

The Comprehensive Plan calls for this area to be developed with residential uses.

Plan Commission Action: Recommendation to Common Council.



Staff Analysis

The petitioner is requesting a rezoning from R-4, Multi Family Dwelling District to R-2, One Family Dwelling District with the intent of constructing two (2) single family residential structures. The site is located at the northwest corner of W Wolf and Oakland Avenues. The area is a mix of low density residential structures in an area that is ready for new infill development like what is proposed with this petition.

This rezoning request activates vacant land that has been vacant since 2006 when the previous structure was demolished. This project helps our community continue to address the shortage of residential dwelling units. The final layout for the project has not yet been finalized. However, the project will be required to be submitted for review by zoning and building staff to ensure it meets all applicable code requirements. The project will also be required to submit a minor subdivision to establish new lots of record.

Recommendation

The Staff recommends **approval** of the rezoning request based on the following findings of fact:

- 1) The proposed rezoning is compatible with the Future Land Use map, which calls for the area to be developed with residential uses;
- 2) Current conditions and the character of current structures and uses in each district will not be impacted because the proposed single family development will blend well with the surrounding residential uses;
- 3) The R-2 District does allow for the most desirable uses for which the land can be adapted;
- 4) The proposed rezoning will preserve the conservation of property values throughout the City because it is adjacent to other residential uses;
- 5) The rezoning of the property to R-2, One Family Dwelling District is compatible with the surrounding properties and does reflect responsible growth and development.

Photos



PETITION #: 24-2-04

FILING FEE: \$ 200

PETITION to the PLAN COMMISSION

PETITION TYPE: REZONING

This action requires final approval from the Common Council

Property Owner(s): ANNETTE PEOPLES

Mailing Address: 1631 W. INDIANA AVE ELKHART 46516

Phone #: 574-226-9932 Email: ALJTP@YAHOO.COM

Contact Person: ANNETTE PEOPLES

Mailing Address: 1631 W. INDIANA AVE ELKHART 46516

Phone #: 574-361-7897 Email: ALJTP@YAHOO.COM

Subject Property Address: 1723 OAKLAND AVE ELKHART 46516

Zoning: R4 TO A R2

Present Use: VACANT Proposed Use: SINGLE FAMILY HOMES

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

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): ANNETTE PEOPLES

SIGNATURE(S) Annette Peoples DATE: 7-31-2024

STAFF USE ONLY:

Staff Checklist for the applicant's submittal of a complete Petition to the Plan Commission docket:

- One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.
- A completed Petition form signed by the legal owner of record (or approved representative).
- If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.
- A full and accurate legal description of the property.
- One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 25 copies must be submitted.
- Any other information listed in the Instructions and Filing Procedure for this type of Petition.

Ordinance Requirement: Section(s): _____

Map #: _____ Area: _____

RECEIVED BY: _____ DATE: _____

1723 Oakland Ave, Elkhart, IN

- To build two (2) single homes upon lot.
- Lot is currently vacant and wooded. Land will be surveyed and divided, and two single family homes will be provided.
- Homes in this area are valued at around \$130,000. A new home in this area should sale for about \$190,000
- The neighborhood is growing, with several new homes being developed.

EXHIBIT A

Legal Description

Lot Numbered Three Hundred Fifty-eight (358) and a part of Lot Numbered Three Hundred Fifty-nine (359) as the said Lots are known and designated on the recorded Plat of Elliston's Addition to the City of Elkhart, Elkhart County, Indiana, said Plat being recorded in Deed Records 111, page 188 in the Office of the Recorder of Elkhart County, Indiana, also a part of the vacated Wolf Avenue adjacent to the South line of said Lot Numbered Three Hundred Fifty-eight (358) and a part of the vacated Sixteen and fifty hundredths (16.50) foot wide alley adjacent to the West line of said Lot Numbered Three Hundred Fifty-eight (358) and Lot Numbered Three Hundred Fifty-nine (359), being more particularly described as follows:

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August 19, 2024

Memorandum

To:
Elkhart Common
Council

Dear Common Council Members:

From:
Mary K Kaczka,
Assistant Director,
Community
Development

Attached please find an ordinance request for an appropriation of \$ 1,050,000 to fund the Lead Hazard Reduction Capacity Building Grant award from the U.S. Department of Housing and Urban Development (HUD). The appropriated funds will be reimbursed to the City by the HUD funded grant award except for \$ 50,924.00 which is part of the 10% local match. The balance of the local match is in-kind salary of the project director.

cc:
Rod Roberson, Mayor

This is an appropriation of funds over the three year program. The program will create one new position of program manager.

John Espar,
Corporation Counsel

The Capacity Building Grant is a three-year program, August 1, 2024 – August 1, 2027 focusing on:

Jamie Arce,
Controller

Support

- Building local support to determine prevalence of childhood lead poisoning among children under the age of six years.
- Developing a system for sustaining a lead hazard control program after completion of the Lead Hazard Control Capacity Building program.

Mike Huber,
Director,
Development
Services

Further Goals

- Hire qualified experienced staff.
- Expand contractor capacity pool and training development.

Re:
Appropriation
Ordinance for
HUD Lead Hazard
Reduction Capacity
Building Grant
Assistance Award

Establish

- Establish and implement system for program intake to expedite processing of applicants.
- Demonstrate that providing safe and healthy environments where children live is feasible, affordable, and beneficial.

Promote

- Increase public-private partnership to align common outcomes.
- Obtain high quality data to target resources where need is greatest.

Create

- Create public and private market demand to integrate health outcomes into housing and infrastructure.
- Create strategies to incorporate lead hazard control into existing housing repair programs.

Thank you

City of Elkhart

Tel 574.294.5471 x1062

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT IN THE AMOUNT OF ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000.00) FOR THE LEAD HAZARD REDUCTION CAPACITY BUILDING GRANT

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) appropriated funding for the Lead Hazard Reduction Capacity Building grant (“LHC”) to assist communities in the development of infrastructures necessary to undertake comprehensive programs to identify and control lead-based hazards in eligible privately owned rental or owner-occupied residential housing; and

WHEREAS, pursuant to the City’s grant application, approved by the Common Council of the City of Elkhart (Resolution No. R-01-24), HUD awarded the City of Elkhart a grant under the Lead Hazard Reduction Capacity Building Program for a grant project totaling one million fifty thousand dollars (\$1,050,000.00), including a requisite ten percent (10%) local match; and

WHEREAS, in accordance with the LHC program, funding may be used to assist in the implementation of key program components, including:

1. Building local capacity to determine the prevalence of childhood lead poisoning among children under six years in the targeted community(ies);
2. Building local capacity to safely and effectively address lead hazards during renovation, remodeling, and maintenance activities by integrating lead-safe work practices;

3. Developing and implementing procedures/guidelines for the intake of potential program participants and establishment of a system to market lead-safe units to families with young children;
4. Hiring qualified staff with experience required to immediately execute the program upon receipt of a grant award;
5. Promoting collaboration, data sharing, and targeting between health and housing departments;
6. Developing key partnerships and subgrantees with organizations such as faith-based groups, health departments, coalitions, or other community-based organizations;
7. Integrating strategies to incorporate lead hazard control into existing housing repair programs; (e.g., housing rehabilitation, local housing ordinance, property maintenance, weatherization, housing-related health hazard interventions, and energy conservation activities);
8. Obtaining high quality data to target resources where the need is greatest; and
9. Developing systems for sustaining a lead hazard control program after successful completion of the capacity building grant program; and

WHEREAS, the grant period is retroactive to the commencement date, August 1, 2024, for a program period term not to exceed thirty-six (36) months, thus terminating no later than July 31, 2027; and

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, THAT:

Section 1. The U.S. Department of Housing and Urban Development grant to the City of Elkhart, Indiana, for the Lead Hazard Reduction Capacity Building grant program, in the amount

of one million fifty thousand dollars (\$1,050,000.00), be, and hereby is, accepted and appropriated for use in the implementation of the key program components, including:

- a. Building local capacity to determine the prevalence of childhood lead poisoning among children under six years in the targeted community(ies);
- b. Building local capacity to safely and effectively address lead hazards during renovation, remodeling, and maintenance activities by integrating lead-safe work practices;
- c. Developing and implementing procedures/guidelines for the intake of potential program participants and establishment of a system to market lead-safe units to families with young children;
- d. Hiring qualified staff with experience required to immediately execute the program upon receipt of a grant award;
- e. Promoting collaboration, data sharing, and targeting between health and housing departments;
- f. Developing key partnerships and subgrantees with organizations such as faith-based groups, health departments, coalitions, or other community-based organizations;
- g. Integrating strategies to incorporate lead hazard control into existing housing repair programs; (e.g., housing rehabilitation, local housing ordinance, property maintenance, weatherization, housing-related health hazard interventions, and energy conservation activities);
- h. Obtaining high quality data to target resources where the need is greatest; and
- i. Developing systems for sustaining a lead hazard control program after successful completion of the capacity building grant program; and

Section 2. The Mayor or his designee and the Controller, or his designee, are authorized to execute such forms, necessary and proper to accept and participate in the program.

Section 3. The HUD LHC Fund (Fund No. 2405) is established.

Section 4. This Ordinance shall be in effect from and after its passage by the Common Council and approval by the Mayor, as provided by law, and shall continue into successive years, provided the project is ongoing, and the funds appropriated herein, have not been exhausted.

Section 5. The Common Council has fixed the ____ day of _____, _____, at 7:00 p.m., in the Council Chambers, as the date, time and place when the Common Council will consider and determine the appropriation, and all taxpayers and interested persons will have the opportunity to appear and express their views.

SO ORDAINED this ____ day of _____, _____.

Arvis Dawson
President of the Common Council

ATTEST:

Debra D. Barrett, City Clerk

PRESENTED to the Mayor by me this ____ day of _____, _____, at _____
a.m./p.m.

Debra D. Barrett, City Clerk

Approved by me this _____ day of _____, _____.

Rod Roberson, Mayor

ATTEST:

Debra D. Barrett, City Clerk



MEMORANDUM

DATE: August 28, 2024

TO: Common Council

FROM: Corporation Counsel John M. Espar

RE: Proposed Resolution to Approve Near Final Drafts of Instruments to for Forgivable Loan to Support Housing Project at 515 East Street

Before the Common Council for second-third reading is Proposed Ordinance No. 24-O-32, requesting that the Administration be authorized to provide forgivable loan in connection with the 515 East Street Project to construct a single building with 48 affordable apartments and approximately 1,937 square feet of ground floor commercial space in the State Street – Division Street Historic District.

Proposed Ordinance No. 24-O-32, if approved, appropriates \$850,000.00 for use as a forgivable loan in connection with the project and authorizes the Department of Law to prepare such instruments as are reasonably necessary and proper to protect the City's interest.

Proposed Resolution No. 24-R-47, presents near-final drafts of the instruments which the Department of Law has prepared and determined are reasonably necessary and proper to protect the City's interests in connection with the forgivable loan authorized by Proposed Ordinance No. 24-O-32, if approved.

RESOLUTION NO. R-_____

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ELKHART,
INDIANA, APPROVING THE SUBSTANTIALLY FINAL FORM OF DEVELOPMENT
AND LOAN AGREEMENT 515 EAST STREET PROJECT**

WHEREAS, the Common Council of the City of Elkhart, Indiana (“Common Council”) has authorized and appropriated funds from the Economic Development Local Income Tax (EDIT) to the Revolving Loan Account to provide incentive funds for the 515 East Street Project;

WHEREAS, the Common Council appropriated eight hundred fifty thousand dollars (\$850,000.00) from the Economic Development Income Tax Fund (the “EDIT Fund”) to the Revolving Loan Fund for use as a forgivable loan to Legacy25, Inc. upon execution of such agreements determined by the Elkhart City Department of Law to be appropriate to the transaction, including, a development agreement, loan agreement, and security agreement(s), with Legacy25, Inc., RealAmerica Development, LLC, and 515 East, LLC, and such other entities determined by the Department of Law to be appropriate to protect the interests of the City; and

WHEREAS, the Department of Law has prepared a near-final drafts the following instruments, deemed to be reasonably necessary and appropriate to protect the City’s interests, in connection with the project loan:

- 1. Development and Loan Agreement;
- 2. Secured Promissory Note on Forgivable Loan; and
- 3. Guaranty of Payment Agreement; and

WHEREAS, the Department of Law has requested the approval of the Common Council for the use of the instruments, while preserving the ability to make immaterial modifications to the instruments as the need may arise.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA:

Section 1. The Common Council hereby approves the substantially final form of the *Development and Loan Agreement, Secured Promissory Note on Forgivable Loan, and Guaranty of Payment Agreement*; attached hereto as Exhibit 1.

Section 2. The Mayor or his designee is hereby authorized to execute the Development and Loan Agreement, and such other instruments as may hereafter be determined to be appropriate to the forgivable loan heretofore authorized for the stated purposes.

Section 3. Corporation Counsel for the City of Elkhart is authorized to make immaterial modifications to the forms as may be appropriate in the premises.

Section 4. This Resolution shall be in effect from and after its passage by the Common Council and approval by the Mayor according to law.

[Signature page to follow.]

RESOLVED this ____ day of _____, _____.

ATTEST:

Arvis Dawson
President of the Common Council

Debra D. Barrett, City Clerk

PRESENTED to the Mayor by me this _____ day of _____, _____, at _____
a.m./p.m.

Debra D. Barrett, City Clerk

APPROVED by me this _____ day of _____, _____.

Rod Roberson, Mayor

ATTEST:

Debra D. Barrett, City Clerk

EXHIBIT 1

DEVELOPMENT AND LOAN AGREEMENT

between

CITY OF ELKHART, INDIANA

and

LEGACY25, INC. and REALAMERICA DEVELOPMENT, LLC

\$1,000,000

**CITY OF ELKHART, INDIANA,
ECONOMIC DEVELOPMENT FORGIVABLE LOAN
(515 East Street Project)**

Dated

as of

_____ , _____

DEVELOPMENT AND LOAN AGREEMENT

THIS FINANCING AND LOAN AGREEMENT made and entered into as of the ____ day of _____, _____, by and between the City of Elkhart, Indiana, a municipal corporation and political subdivision existing under the laws of the State of Indiana (“City”) and Legacy25, Inc., an Indiana non-profit corporation (“Borrower”), and Legacy25, Inc., RealAmerica Development, LLC, an Indiana limited liability company and 515 East LP, an Indiana limited partnership, (collectively, “Developer”) under the following circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are as defined in Article I hereof):

A. Indiana Code 5-1-14-14 as supplemented and amended (the “Act”), authorizes the City, as a unit of local government, to make loans to provide funding for economic development purposes and vests the City with powers that may be necessary to enable it to accomplish such purposes.

B. The Borrower and the Developer have requested an economic development incentive from the City in the form of a forgivable loan to the Borrower in the amount of eight hundred fifty thousand dollars (\$850,000.00) (the “Loan”) to be evidenced by (i) a Promissory Note in the amount of eight hundred fifty thousand dollars (\$850,000.00), in substantially the form attached as **Exhibit A** hereto (“Forgivable Loan”), referred to herein as the “Borrower’s Note” to finance economic development purposes within the meaning of Indiana Code § 5-1-14-14.

C. The Loan is intended to fund a portion of an economic development project to add affordable housing in the form of a newly constructed forty-eight (48) unit apartment building (the “Project”) in the State Street – Division Street Historic District of the City, to fill a need for affordable housing and foster economic development within the Project Area and beyond. The Project Area is consists of certain real property, commonly known as 515 East Street, Elkhart, Indiana, and particularly described on **Exhibit B**, attached hereto (the “Project Area”). The loan is intended to provide gap financing for asbestos remediation, demolition of the existing structure, site preparations, utility work, and related improvements for the Project, within the Project Area.

D. The City believes that developing the Project Area and accomplishing the Project as described herein are in the best interests of the health, safety and welfare of the City and its residents and complies with the public purposes and provisions of the Act, based upon the information presented to the City of Elkhart Department of Economic Development, by the Borrower and Developer. The City has determined that the Project constitutes an economic development purpose as defined by the Act.

E. The City desires to facilitate the development of the Project Area by (i) making the Loan to the Borrower, and (ii) entering into and receiving benefits under this Development and Loan Agreement and that certain Guaranty of Payment Agreement (the “Guaranty Agreement”) from Developer and/or its affiliates, in substantially the form attached as **Exhibit C**.

F. The parties hereto agree that it is of mutual benefit for the parties hereto to enter into this Agreement relating to the Project and the Loan that will include the commitments of each of the parties.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the City and the Borrower, and Developer agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2. Definitions. As used herein:

“Act” means Indiana Code § 5-1-14-14, as enacted and amended.

“Agreement” means this Development and Loan Agreement as amended or supplemented from time to time.

“Borrower” means Legacy25, Inc., its lawful successors and assigns to the extent permitted by the Agreement.

“Borrower’s Note” means the promissory notes of the Borrower in favor of the City in the form of Exhibit A, herein.

“Common Council” means the Common Council of the City of Elkhart, Indiana.

“Completion Date” means the date of completion of the Project evidenced in accordance with the requirements of Section 3.2 hereof, and shall be not later than December 31, 2026.

“Designated Representative of Borrower” means the person at the time designated to act on behalf of the Borrower by written certificate furnished to the City, containing the specimen signature of that person and signed on behalf of the Borrower by a duly authorized officer. That certificate may designate an alternate or alternates. In the event that all persons so designated become unavailable or unable to act and the Borrower fails to designate a replacement within 10 days after such unavailability or inability to act, the City may appoint an interim Designated Representative of Borrower until such time as the Borrower designates that person.

“Designated Representative of Developer” means the person at the time designated to act on behalf of any one of the entities comprising the collective Developer by written certificate furnished to the City, containing the specimen signature of that person and signed on behalf of the Developer by a duly authorized officer. That certificate may designate an alternate or alternates. In the event that all persons so designated become unavailable or unable to act and the individual Developer fails to designate a replacement within 10 days after such unavailability or inability to act, the City may appoint an interim Designated Representative of Developer, for such entity until such time as the individual Developer designates that person.

“Developer” means Legacy25, Inc., RealAmerica Development, LLC, an Indiana limited liability company, and 515 East LP, an Indiana limited partnership, collectively, jointly, and severally, their lawful successors and assigns to the extent permitted by the Agreement.

“Event of Default” means any of the events described as an Event of Default in Section 6.1 hereof.

“Force Majeure” means the occurrence of fire, explosion, flood, earthquake, drought, embargo, war, riot, act of God or of public enemy, an act of governmental authority, agency or entity, shortages of fuel, power, materials or supplies, transportation delays, or any other contingency, delay, failure or cause beyond the reasonable control of the Borrower or Developer, irrespective of whether such contingency is specified herein or is presently occurring or anticipated by the Company, notwithstanding reasonable efforts to overcome or avoid such matter, provided that a lack of financial resources shall not be considered an event of Force Majeure.

“City” or “Issuer” means the City of Elkhart, Indiana, a municipal corporation and political subdivision existing under the laws of the State of Indiana.

“Guarantor” is the Guarantor as defined in the Guaranty Agreement.

“Guaranty Agreement” means the Guaranty of Payment Agreement from the Guarantor to the Issuer in substantially the form attached as **Exhibit C** hereto.

“Legislative Authority” means the Common Council of the City.

“Loan” means the loans by the City to the Borrower pursuant to the terms of this Agreement.

“Notice Address” means:

As to the City: City of Elkhart, Indiana
Office of the Mayor
229 S. Second St.
Elkhart, IN 46516

With a copy to: City of Elkhart, Indiana
Department of Law
229 S. Second St.
Elkhart, IN 46516
Attention: Corporation Counsel

As to the Borrower: Legacy25, Inc.
8250 Dean Road
Indianapolis, IN, 46240
Attention: Ronda Shrewsbury

As to the Developer: RealAmerica Development, LLC
8250 Dean Road
Indianapolis, IN, 46240
Attention: Ronda Shrewsbury

515 East LP
515 East GP, LLC, Registered Agent
8250 Dean Road
Indianapolis, IN, 46240
Attention: Ronda Shrewsbury

or such additional or different address, notice of which is given under Section 7.2 hereof.

“Ordinance” means Ordinance No. _____ (Proposed Ordinance No. 24-O-32) of the Common Council of the City adopted on _____, 2024, authorizing the Loan.

“Person” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Project” means acquisition, demolition, construction, and redevelopment of the Project Area, improved with a new quality forty-eight (48) unit, single structure, apartment complex with parking and related improvements within the Project Area, with a total investment of not less than thirteen million five hundred thousand dollars (\$13,700,000.00), as approved by the Indiana Housing and Community Development Authority (IHCDA) in the award of approximately two million dollars (\$2,000,000.00) in Low Income Housing Tax Credits and other development funds to Legacy25, Inc.

“Site” means the real estate located on the Project Area.

“State” means the State of Indiana.

Section 1.3. Interpretation. Any reference herein to the City, to the Legislative Authority or to any member or officer of the City includes entities or officials succeeding to their respective functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Indiana Code or to any statute of the United States of America, includes that section, provision or chapter or statute as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter or statute shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the City or the Borrower or the Developer under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of the Loan. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs, or clauses hereof.

ARTICLE II. REPRESENTATIONS OF THE ISSUER

Section 2.1. Representations of the City. The City represents and warrants that:

(a) The City is a municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, the City is authorized to enter into the transactions

contemplated by this Agreement and to carry out its obligations hereunder. The City has been duly authorized to execute and deliver this Agreement. The City agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) The City agrees to loan the Borrower the amount of eight hundred fifty thousand dollars (\$850,000.00) for the costs associated with asbestos remediation, demolition of the existing structure, site preparations, utility work, and related improvements for the Project, within the Project Area, subject to the consideration of the Borrower's Note, the Developer's Guaranty Agreement, and the execution and delivery of this Agreement, to create additional employment opportunities in City of Elkhart, Indiana and to benefit the health, safety, morals and general welfare of the citizens of City of Elkhart, Indiana and the State of Indiana.

Section 2.2. Representations and Covenants of the Borrower and the Developer. The Borrower and the Developer represent and warrant that:

(a) Legacy25, Inc. is a non-profit corporation, validly existing under the laws of the State of Indiana, authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement and the Borrower's Note, and it has full power to enter into and by proper action has duly authorized the execution and delivery of this Agreement and the issuance of the Borrower's Note.

(b) RealAmerica Development, LLC is a limited liability company, validly existing under the laws of the State of Indiana, authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement, and the Guaranty of Payment Agreement, and it has full power to enter into and by proper action has duly authorized the execution and delivery of this Agreement and the Guaranty of Payment Agreement.

(c) 515 East, LP is a limited liability partnership, validly existing under the laws of the State of Indiana, authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement and the Guaranty of Payment Agreement, and it has full power to enter into and by proper action has duly authorized the execution and delivery of this Agreement and the Guaranty of Payment Agreement.

(d) The Project constitutes an economic development purpose under the Act.

(e) The provision of financial assistance to be made available to it under this Agreement from the proceeds of the Loan and the commitments therefor made by the City have induced the Borrower and the Developer to undertake the Project and the Borrower and the Developer anticipate that such project will maintain existing employment and create additional jobs and employment opportunities within the boundaries of the City.

(f) Neither the execution nor delivery of this Agreement, or the Note, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement and the Note, conflict with or result in a breach of the terms, conditions or provisions of the Borrower's or Developer's Articles of Organization and Bylaws or Operating Agreement or any restriction or any agreement or instrument to which the Borrower, or Developer is now a party or by which it is bound or to which any of its property or assets is subject or (except in such manner as will not materially impair the ability of the Borrower or Developer to perform its obligations hereunder) of any statute, order, rule or regulation of any court or governmental

agency or body having jurisdiction over the Borrower or the Developer or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Borrower or Developer under the terms of any instrument or agreement, except as set forth in this Agreement.

(g) It is understood and agreed that the Borrower shall be obligated to continue to pay the amounts specified herein and in the Borrower's Note, whether or not all or any portion of the Project is damaged, destroyed or taken in condemnation and that there shall be no abatement of any such payments and other charges by reason thereof, provided, however, that if the City takes a material portion of the Property by condemnation that materially impacts the economic viability of the Project, then an appropriate abatement shall be made to the Borrower's Note.

(h) The aggregate authorized face amount of the loan authorized hereunder does not and shall not exceed eight hundred fifty thousand dollars (\$850,000.00).

(i) The Project shall commence with demolition, site and other work for the Project on or before January 1, 2025, and, subject to Force Majeure, will complete construction of the Project on or before the Completion Date, substantially in accordance with Exhibit E. The Borrower shall apply all of the proceeds of the Loan toward the costs of the Project and shall finance all remaining costs of the Project from other available funds of the Borrower, the Developer, third-party loans, and/or other sources of funds. The obligations of the Borrower and Developer to complete the Project by the Completion Date shall be deferred during any period of the existence of any event of Force Majeure, provided that the Borrower and the Developer shall notify the City within fifteen (15) days of the Borrower's or the Developer's receipt of knowledge of the onset and fifteen (15) days of the end of the event of Force Majeure.

(j) Anything herein to the contrary notwithstanding, if the Borrower or the Developer fail to complete the Project by the Completion Date as adjusted for Force Majeure as set forth in Section 2.2(g) above, the Borrower-Developer shall take appropriate curative actions as set forth in Section 6.1 hereof.

(k) No litigation at law or in equity nor any proceeding before any governmental agency or other tribunal involving the Borrower or the Developer is pending or, to the knowledge of the Borrower or the Developer threatened, in which any liability of the Borrower or the Developer is not adequately covered by insurance and in which any judgment or order would have a material and adverse effect upon the business or assets of the Borrower or the Developer or would materially and adversely affect the Project, the validity of this Agreement or the performance of the Borrower's or the Developer's obligations thereunder or the transactions contemplated hereby.

ARTICLE III. COMPLETION OF THE PROJECT

Section 3.1. Acquisition, Construction, Expansion, Equipping and Improving of Project. It is understood that improvements made for the Project are that of the Borrower-Developer, will be performed on the time line and phases generally described on Exhibit E attached hereto, and any contracts made by the Borrower or the Developer with respect thereto shall acquire, construct, expand, equip and improve the Project on the Site with all reasonable dispatch and shall pay when due all fees, costs and expenses incurred in connection with that acquisition, construction, expansion, equipment, and improvement from funds made available therefor. It is further understood that any contracts made by the Borrower or the Developer with respect to the Project, whether construction contracts or

otherwise, or any work to be done by the Borrower or the Developer on the Project are made or done by the Borrower or the Developer on its own behalf and not as agent or contractor for the City.

Section 3.2. Completion Date. The Borrower-Developer shall notify the City of the Completion Date by a certificate signed by the Designated Representative stating:

- (a) the date on which the Project is substantially completed,
- (b) that all other facilities necessary in connection with the Project have been acquired, constructed, expanded, equipped and improved, and
- (c) that the acquisition, construction, expansion, equipment and improvement of the Project and those other facilities have been accomplished in such a manner as to conform with all applicable zoning, planning, building, environmental and other similar governmental regulations.

The certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in subsections (a) through (c) of this Section.

ARTICLE IV. LOAN BY CITY; REPAYMENT OF THE LOAN

Section 4.1. Loan Advances. Upon execution of this Agreement, the Borrower's Note, and the Guaranty Agreement, the Borrower may request periodic advances under the Borrower-Developer's Note up to the face amount of the Note, by presenting to the City, to the attention of Michael Huber, its request for funds stating the Note from which the withdrawal will be made, the amount requested for acquisition, construction and equipping and/or to pay for work performed on the Project to a date certain, with copies of settlement statements, invoices, receipts, and other documentation in support of each request. The City must review and approve each request and will promptly disburse funds after approval. Interest will run on the amount of each withdrawal as of the date of each Note disbursement.

The Borrower and City acknowledge that, subject to the foregoing, Borrower anticipates submitting a single advance request for the full amount of the Loan for costs incurred in connection with the acquisition of the Project.

Section 4.2. Loan Repayment. Upon the terms and conditions of this Agreement, the City will make the Loan to the Borrower which shall be evidenced by the Borrower's Note. Pursuant to Loan, the Borrower shall make debt service payments on the Loan in accordance with the repayment schedule incorporated therein. The Loans evidenced by the Borrower's Note may be prepaid at any time without prepayment premium or penalty.

Section 4.3. Additional Payments. The Borrower also agrees to pay City (i) all expenses incurred in connection with the enforcement of any rights under this Agreement by the City; and (ii) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of this Agreement.

Section 4.4. Loan Repayment. Provided Borrower has completed the Project by the Completion Date (the "**Forgiveness Requirement**"), Loan will be fully forgiven on delivery of evidence reasonably satisfactory to the City of satisfaction of the Forgiveness Requirement. Until the Forgiveness Requirement is met, the entire principal amount shall bear interest at the default rate specified in the Note. Provided, however, if the Project is completed the Project by the Completion

Date at a cost less than the Promised Investment, the City will forgive a proportion of Loan equal to the proportion of the actual project cost to the Promised Investment.

Section 4.5. Guaranty Agreement. The obligations of the Borrower-Developer hereunder shall be guaranteed by the Guaranty Agreement.

ARTICLE V. ADDITIONAL AGREEMENTS AND COVENANTS

Section 5.1. Indemnification. The Borrower and the Developer (hereinafter Borrower-Developer) releases the City (including, but not limited to, its elected and appointed officials, employees, boards, commissions, officers and members thereof, and their respective attorneys, agents and employees) (collectively, for the purposes of this Section 5.1, the “City”) from, and agrees that the City shall not be liable for, and indemnifies the City against, all liabilities, claims, costs and expenses, including attorneys’ fees and expenses, imposed upon, incurred or asserted against the City, on account of: (a) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the Borrower-Developer’s construction, maintenance, operation and use of the Project; (b) any breach or default on the part of the Borrower-Developer in the performance of any covenant or agreement of the Borrower-Developer under this Agreement or any related document, or arising from any act or failure to act by the Borrower-Developer, or any of its agents, contractors, servants, employees or licensees; and (c) any claim, action or proceeding brought with respect to the matters set forth in (a) and (b) above.

In case any action or proceeding is brought against the City in respect of which indemnity may be sought hereunder, the City promptly shall give notice of that action or proceeding to the Borrower-Developer, and the Borrower-Developer upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of the City to give that notice shall not relieve the Borrower-Developer from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Borrower-Developer. At its own expense, the City may employ separate counsel and participate in the defense. The Borrower-Developer shall not be liable for any settlement made without its consent. That indemnification is intended to and shall be enforceable by the City to the full extent permitted by law. Notwithstanding anything herein, no indemnity shall be required hereunder for damages that result from the gross negligence or willful misconduct on the part of the party seeking indemnity.

Section 5.2. Sale, Lease or Grant of Use by Borrower-Developer. Subject to the provisions of any agreement to which the Borrower-Developer is a party or by which it is bound, the Borrower-Developer may sell, lease or grant the right to occupy and use the Project, in whole or in part, to others, provided that the Borrower-Developer (or its affiliated Guarantors) shall not be released from its obligations under this Agreement unless the purchaser, assignee, lessee or transferee is acceptable to City and assumes in writing all (or part) of obligations of the Borrower-Developer under this Agreement. In the event that part of (but not all) of the Project is sold, leased or granted and such purchaser, lessee or grantee is acceptable to the City assumes a portion of the obligations, then Borrower-Developer (or Guarantors affiliated with Borrower-Developer as the case may be) shall be released from that portion of the obligations assumed.

Section 5.3. Maintenance of Existence. The Borrower and the Developer agree that it will maintain its existence as a corporation and limited liability company, respectively, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another legal entity or company, or permit one or more other legal entities or companies to consolidate

or merge with it; provided, that the Borrower-Developer may, without violating the agreement contained in this Section, consolidate or merge with another entity, permit one or more other entities to consolidate or merge into it, or transfer to another entity organized under the laws of one of the states of the United States all or substantially all of its assets as an entirety and thereafter dissolve provided (a) the surviving, resulting or transferee entity, as the case may be, is organized under the laws of one of the states of the United States, and (b) such entity assumes in writing all of the obligations of the Borrower-Developer herein, including the obligations of the Borrower-Developer under this Agreement; and provided, further that nothing in this Section or in any other section of this Agreement shall prohibit the Borrower-Developer from granting any mortgages, including a first mortgage, on the real estate and fixtures located on the Site, or selling all or any portion of the parcels of real estate and improvements that are located or to be located on the Site.

ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. Each of the following shall be an Event of Default:

(a) The Borrower or the Developer shall fail to observe and perform any agreement, term or condition contained in, or executed in furtherance of, this Agreement, and the continuation of such failure for a period of thirty (30) days after notice thereof shall have been given to the Borrower or the Developer by the City, or for such longer period as the City may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower or the Developer institutes curative action within the applicable period and diligently pursues that action to completion; or

(b) Notwithstanding the foregoing, if, by reason of Force Majeure, the Borrower or the Developer is unable to perform or observe any agreement, term, or condition hereof which would give rise to an Event of Default under this Section 6.1, the Borrower or the Developer shall not be deemed in default during the continuance of such inability. However, the Borrower or the Developer shall promptly give notice to the City of the existence of an event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within the Borrower's or the Developer's discretion.

(c) The declaration of an Event of Default, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation, or reorganization proceedings.

Section 6.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The City may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the Borrower or the Developer pertaining to the Project; or

(b) The City may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement, plus all expenses including attorney fees as provided in Section 6.4 or to enforce the performance and observance of any other obligation or agreement of the Borrower or the Developer under those instruments; or

Notwithstanding the foregoing, the City shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the City at no cost or expense to the City.

Section 6.3. No Remedy Exclusive. No remedy conferred upon or reserved to the City by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 6.4. Agreement to Pay Attorneys' Fees and Expenses. In the event that the City should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement against Borrower or the Developer, the Borrower or the Developer shall reimburse the City as applicable, for the reasonable expenses so incurred upon demand.

Section 6.5. No Waiver. No failure by the City to insist upon the strict performance by the Borrower or the Developer of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Borrower or the Developer to observe or comply with any provision hereof.

The City may waive any Event of Default hereunder.

ARTICLE VII. MISCELLANEOUS

Section 7.1. Term of Agreement. This Agreement shall be and remain in full force and effect from the date of Loans until such time as the Loans shall have been fully paid (or provision made for such payment), except for obligations of the Borrower and the Developer under Sections 5.1 hereof, which shall survive any termination of this Agreement.

Section 7.2. Notices. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. The Borrower, the Developer and the City, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent.

Section 7.3. Extent of Covenants of the City; No Personal Liability. All covenants, obligations and agreements of the City contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Legislative Authority in other than his or her official capacity, and neither the members of the Legislative Authority nor any official of the City shall be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the City contained in this Agreement.

Section 7.4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the City, the Borrower, and the Developer and their respective permitted successors and assigns. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 7.5. Amendments and Supplements. This Agreement may not be effectively amended, changed, modified, altered, or terminated except as may be evidenced in a writing executed by the appropriate representatives of the City and the Borrower and the Developer.

Section 7.6. Execution Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.7. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.8. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Indiana and for all purposes shall be governed by and construed in accordance with the laws of the State of Indiana.

SIGNATURE PAGE TO DEVELOPMENT AND LOAN AGREEMENT

IN WITNESS WHEREOF, the City and the Borrower, and the Developer have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

City:

CITY OF ELKHART, INDIANA

By: _____

Rod Roberson, Mayor

(SEAL)

ATTEST:

Debra D. Barrett, City Clerk

BORROWER:

LEGACY25, INC.

By:

Ronda Shrewsbury

Title: _____

DEVELOPER, JOINTLY AND SEVERALLY:

REALAMERICA DEVELOPMENT, LLC

By:

Ronda Shrewsbury

Title: _____

515 EAST, LP

By:

Ronda Shrewsbury

Title: _____

DEVELOPMENT AND LOAN AGREEMENT
EXHIBIT A

SECURED PROMISSORY NOTE
FORGIVABLE LOAN

Amount: \$850,000.00

Place: Elkhart, Indiana
Due Date: December 31, 2026

FOR VALUE RECEIVED, the undersigned, (jointly and severally) promises to pay to the order of the City of Elkhart, Indiana (hereinafter referred to as the "City"), the sum of eight hundred fifty thousand dollars (\$850,000.00) in accordance with the terms set forth in that certain Development and Loan Agreement dated _____, 2024, at the Office of the City Controller, at the Municipal Building, 229 South Second Street, Elkhart, Indiana 46516, or at such other place as the holder hereof may direct in writing, with interest thereon as provided below and attorney's fees and costs of collection, all without relief from valuation and appraisal laws, provided however, that the Borrower-Developer's payments under this Note shall be subject to the forgiveness provisions in Section 4.4 of that certain Development and Loan Agreement (the "Loan Agreement") dated as of _____, 2024 between the City and the Borrower and the Developer.

Unless due and payable as hereafter provided, the principal amount of this Note shall be fully forgiven on December 31, 2026, provided that the Obligor has satisfied the Forgiveness Requirement (as defined in the Loan Agreement).

If not forgiven or assumed by a purchaser in accordance with the terms of the Loan Agreement, the entire principal shall be immediately due and payable upon the sale, conditional sale, or other transfer for a valuable consideration of the fee simple interest of the undersigned obligor in the property described in **Exhibit A** hereto. In any event, the entire remaining unforgiven balance of principal, if any, shall be immediately due and payable on December 31, 2026.

Unless and until the Note is forgiven, interest shall accrue on the principal indebtedness, at the Wall Street Journal prime rate as of the date of issuance, plus three percent (3%) per annum, adjusted quarterly, until paid or forgiven.

The undersigned obligor(s) may prepay at any time all or part of the principal amount of this Note without the payment of penalties or premiums. All payments on this Note shall be applied first to cost of collection, then to the interest, and then to the principal due on the Note.

The undersigned obligor(s) and any endorser(s) severally waive demand, presentment, protest, notice of protest and notice of non-payment of this Note.

No delay or omission on the part of the holder hereof in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the holder hereof of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

Signed and delivered at Elkhart, Indiana, this _____ day of _____, 20 _____

LEGACY25, INC.

By: _____
Name: _____
Title: _____

SECURED PROMISSORY NOTE
FORGIVABLE LOAN
EXHIBIT A

Legal Description

TRACT I:

A PART OF SECTION FIVE (5), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE FIVE (5) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF EAST STREET IN THE CITY OF ELKHART THAT IS EIGHT (8) RODS NORTHERLY FROM ITS INTERSECTION WITH THE NORTH LINE OF DIVISION STREET IN SAID CITY; THENCE RUNNING WESTERLY, PARALLEL WITH THE NORTH LINE OF DIVISION STREET, FIFTEEN AND ONE-HALF (15 ½) RODS; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF EAST STREET, EIGHT (8) RODS; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF DIVISION STREET FIFTEEN AND ONE HALF (15 ½) RODS TO THE WEST LINE OF EAST STREET; THENCE SOUTHERLY ALONG THE WEST LINE OF EAST STREET EIGHT (8) RODS TO THE PLACE OF BEGINNING.

TRACT II:

A PART OF SECTION FIVE (5), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE FIVE (5) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS EIGHT (8) RODS NORTHERLY AND FIFTEEN AND ONE-HALF (15 ½) RODS WESTERLY FROM THE INTERSECTION OF THE WEST LINE OF EAST STREET AND THE NORTH LINE OF DIVISION STREET IN THE CITY OF ELKHART, INDIANA; THENCE RUNNING WESTERLY PARALLEL WITH THE NORTH LINE OF DIVISION STREET; THENCE AND THREE-FOURTHS (3 ¾) FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF EAST STREET EIGHT (8) RODS; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF DIVISION STREET; THREE AND THREE-FOURTHS (3 ¾) FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF EAST STREET, EIGHT (8) RODS TO THE PLACE OF BEGINNING.

TRACT III:

A PART OF THE SOUTHEAST QUARTER OF SECTION FIVE (5), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE FIVE (5) EAST, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF DIVISION STREET, WHICH POINT IS FOURTEEN (14) RODS EAST OF THE EAST PROPERTY LINE OF JAURIET COURT; THENCE NORTHWARDLY, PARALLEL WITH THE EAST LINE OF JAURIET COURT, 132 FEET, FOR THE BEGINNING POINT OF THIS DESCRIPTION; THENCE WESTWARDLY PARALLEL WITH THE NORTH LINE OF DIVISION STREET, 49 FEET; THENCE NORTHWARDLY PARALLEL WITH THE EAST LINE OF JAURIET COURT, 124.97 FEET TO THE SOUTH LINE OF HUG STREET, THENCE EASTWARDLY, ALONG THE SOUTH LINE OF HUG STREET, 155 FEET TO AN IRON STAKE, WHICH IS 259.5 FEET WEST OF THE WEST LINE OF EAST STREET; THENCE SOUTHWARDLY, PARALLEL WITH THE WEST LINE OF EAST STREET, 126.7 FEET, THENCE WESTWARDLY, PARALLEL WITH THE NORTH LINE OF DIVISION STREET TO THE PLACE OF BEGINNING.

DEVELOPMENT AND LOAN AGREEMENT
EXHIBIT B

PROJECT AREA

THE PROJECT AREA CONSISTS OF THE FOLLOWING REAL ESTATE LOCATED IN THE CITY OF ELKHART, INDIANA:

TRACT I:

A PART OF SECTION FIVE (5), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE FIVE (5) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF EAST STREET IN THE CITY OF ELKHART THAT IS EIGHT (8) RODS NORTHERLY FROM ITS INTERSECTION WITH THE NORTH LINE OF DIVISION STREET IN SAID CITY; THENCE RUNNING WESTERLY, PARALLEL WITH THE NORTH LINE OF DIVISION STREET, FIFTEEN AND ONE-HALF (15 ½) RODS; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF EAST STREET, EIGHT (8) RODS; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF DIVISION STREET FIFTEEN AND ONE HALF (15 ½) RODS TO THE WEST LINE OF EAST STREET; THENCE SOUTHERLY ALONG THE WEST LINE OF EAST STREET EIGHT (8) RODS TO THE PLACE OF BEGINNING.

TRACT II:

A PART OF SECTION FIVE (5), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE FIVE (5) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS EIGHT (8) RODS NORTHERLY AND FIFTEEN AND ONE-HALF (15 ½) RODS WESTERLY FROM THE INTERSECTION OF THE WEST LINE OF EAST STREET AND THE NORTH LINE OF DIVISION STREET IN THE CITY OF ELKHART, INDIANA; THENCE RUNNING WESTERLY PARALLEL WITH THE NORTH LINE OF DIVISION STREET; THENCE AND THREE-FOURTHS (3 ¾) FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF EAST STREET EIGHT (8) RODS; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF DIVISION STREET; THREE AND THREE-FOURTHS (3 ¾) FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF EAST STREET, EIGHT (8) RODS TO THE PLACE OF BEGINNING.

TRACT III:

A PART OF THE SOUTHEAST QUARTER OF SECTION FIVE (5), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE FIVE (5) EAST, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF DIVISION STREET, WHICH POINT IS FOURTEEN (14) RODS EAST OF THE EAST PROPERTY LINE OF JAURIET COURT; THENCE NORTHWARDLY, PARALLEL WITH THE EAST LINE OF JAURIET COURT, 132 FEET, FOR THE BEGINNING POINT OF THIS DESCRIPTION; THENCE WESTWARDLY PARALLEL WITH THE NORTH LINE OF DIVISION STREET, 49 FEET; THENCE NORTHWARDLY PARALLEL WITH THE EAST LINE OF JAURIET COURT, 124.97 FEET TO THE SOUTH LINE OF HUG STREET, THENCE EASTWARDLY, ALONG THE SOUTH LINE OF HUG STREET, 155 FEET TO AN IRON STAKE, WHICH IS 259.5 FEET WEST OF THE WEST LINE OF EAST STREET; THENCE SOUTHWARDLY, PARALLEL WITH THE WEST LINE OF EAST STREET, 126.7 FEET, THENCE WESTWARDLY, PARALLEL WITH THE NORTH LINE OF DIVISION STREET TO THE PLACE OF BEGINNING.

DEVELOPMENT AND LOAN AGREEMENT
EXHIBIT C

GUARANTY OF PAYMENT AGREEMENT

THIS GUARANTY OF PAYMENT AGREEMENT (this “Guaranty”), dated as of _____, 2023, is by [_____] ¹ (collectively, the “Guarantor”), and the City of Elkhart, Indiana (the “Issuer”).

RECITALS:

WHEREAS, the City is a political subdivision of the State of Indiana and by virtue of Ind. Code §§ 5-1-14-14, as amended (the “Act”) (collectively, the “Act”) is authorized and empowered to make loans for economic development purposes to finance or refinance the acquisition, construction, renovation, installation and equipping of projects; and

WHEREAS, the Issuer and RealAmerica Development, LLC and 515 East LP (collectively, the “User”), have, as of the date hereof, entered into that certain Development and Loan Agreement dated _____, 2024 (the “Development Agreement”); and

WHEREAS, the User intends to undertake and complete the construction of the Project (as defined in the Development Agreement), to be constructed within the Project Area; and

WHEREAS, as an inducement for the User to undertake the Project, the Issuer, as requested by the User, has determined to issue and make an economic development loan in the total principal amount of eight hundred fifty thousand dollars (\$850,000.00), “the Loan”, herein; and

WHEREAS, the Issuer has agreed that upon the execution of this Guaranty, it will execute or cause to be executed each of the following documents pertaining to the issuance of the Loan (the “Financing Documents”):

- (a) the Development and Loan Agreement; and
- (b) Secured Promissory Note in the amount of eight hundred fifty thousand dollars (\$850,000.00) and (the “Note”).

WHEREAS, Guarantor or certain of its members or shareholders has a financial interest in the User and the Project; and

WHEREAS, Guarantor has agreed to execute and deliver this Guaranty to Issuer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Guarantor hereby agrees as follows:

1. **Definitions.** Words and phrases not otherwise defined herein shall have the meaning set forth in the Financing Documents.
2. **Guarantee:**

¹ Guarantor TBD – subject to City’s approval.

a. Payment Guaranty. Guarantor hereby absolutely, unconditionally, and irrevocably agrees and guaranties that Guarantor will pay in full, as and when due, all installments and other amounts owed to Issuer under the Borrower-Developer's Promissory Notes and Development and Loan Agreement.

3. **Representations and Warranties.** The following shall constitute representations and warranties of Guarantor and Guarantor hereby acknowledges that Issuer is entering into the Financing Documents and performing its obligations thereunder, including making of the Loan by the City, in reliance thereon:

a. Guarantor is not in default and no event has occurred that with the passage of time and/or the giving of notice will constitute a default under any agreement to which Guarantor is a party, the effect of which will impair performance by Guarantor of its obligations under this Guaranty. Neither the execution and delivery of this Guaranty nor compliance with the terms and provisions hereof will violate any applicable law, rule, regulation, judgment, decree or order, or will conflict with or result in any breach of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind that creates, represents, evidences or provides for any lien, charge or encumbrance upon any of the property or assets of Guarantor, or any other indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind to which Guarantor is a party or to which Guarantor may be subject.

b. To Guarantor's knowledge, there is not any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending, or threatened that could adversely affect performance by Guarantor of its obligations under this Guaranty.

c. Neither this Guaranty nor any statement or certification as to facts previously furnished or required herein to be furnished to Issuer, its advisors or agents, by Guarantor, contains any material inaccuracy or untruth in any representation, covenant or warranty or omits to state a fact material to this Guaranty.

d. Guarantor is a parent entity, an affiliate, and/or a member or a member of a member of User.

4. **Continuing Guaranty.** Guarantor agrees that the full payment of amounts when due under the Loan evidenced by the Notes by Guarantor shall be a primary obligation, shall not be subject to any counterclaim, set-off, abatement, deferment or defense based upon any claim that Guarantor may have against Issuer (with the exception of any counterclaim, set-off, abatement, deferment or defense based upon any claim that User may have against Issuer), User, any other guarantor of User's obligations or any other person or entity, and shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by, any circumstance or condition (whether or not Guarantor shall have any knowledge thereof), including without limitation:

a. any failure, omission, or delay on the part of the City User, Guarantor, or any other party to conform or comply with any term of any of the Financing Documents or any failure by any party to give any notice required under any of the Financing Documents;

b. any waiver, compromise, release, settlement, or extension of time of payment or performance or observance of any of the obligations or agreements contained in the Financing Documents;

c. any action or inaction by any party under or in respect of any of the Financing Documents, any failure, lack of diligence, omission, or delay on the part of Issuer to perfect, enforce, assert or exercise any lien, security interest, right, power or remedy conferred on it in any of the Financing Documents, or any other action or inaction by any party;

d. any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshalling of assets and liabilities or similar events or proceedings with respect to User, Guarantor, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;

e. any merger or consolidation of User or Guarantor into or with any entity, or any sale, lease, or transfer of any portion of the Project to any other person or entity;

f. any change in the ownership of User or Guarantor or any change in the relationship between such parties, or any termination of any such relationship;

g. any release or discharge by operation of law of User, Guarantor or any other party from any obligation or agreement contained in any of the Financing Documents; or

h. any other occurrence, circumstance, happening or event, whether similar or dissimilar to the foregoing and whether foreseen or unforeseen, which otherwise might constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety or which otherwise might limit Issuer's recourse against User or Guarantor to the fullest extent permitted by law.

5. **Waivers.** Guarantor expressly and unconditionally waives (i) notice of any of the matters referred to in Section 4 above, (ii) all notices which may be required by statute, rule of law or otherwise, now or hereafter in effect, to preserve intact any rights against Guarantor, including, without limitation, any demand, presentment and protest, proof of notice of non-payment under the Financing Documents and notice of any Event of Default or any failure on the part of User, Guarantor or any other party to perform or comply with any covenant, agreement, term or condition of the Financing Documents, (iii) any right to the enforcement, assertion or exercise against User, Guarantor or any other party of any right or remedy conferred under any of the Financing Documents, (iv) any requirement of diligence on the part of any person or entity, (v) to the fullest extent permitted by law and except as otherwise expressly provided in this Guaranty or the other Financing Documents, any claims based on allegations that Issuer has failed to act in a commercially reasonable manner or failed to exercise Issuer's so-called obligation of good faith and fair dealing and (vi) any requirement to exhaust any remedies or to mitigate the damages resulting from any default under any of the Financing Documents.

6. **Subordination.** Guarantor agrees that any and all present and future debts and obligations of User to Guarantor (other than obligations to indemnify Guarantor) hereby are subordinated to the claims of Issuer and hereby are assigned by Guarantor to Issuer as security for User's obligations under the Financing Documents and Guarantor's obligations under this Guaranty.

7. **Enforcement Costs.** If: (a) this Guaranty: is placed in the hands of one or more attorneys for collection or is collected through any legal proceeding; (b) one or more attorneys is retained to represent Issuer in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Guaranty; or (c) one or more attorneys is retained to represent Issuer in any other proceedings whatsoever in connection with this Guaranty, then Guarantor shall pay to Issuer upon demand all fees, costs and expenses incurred by Issuer in connection therewith, including, without limitation, reasonable attorney's fees, court costs and filing fees (all of which are referred to herein as "Enforcement Costs"), in addition to all other amounts due hereunder.

8. **Successors and Assigns; Several Liability.** This Guaranty shall be binding on Guarantor and the successors and assigns of Guarantor (subject to the terms below). It is agreed that the undersigned's liability hereunder is several and independent of any other guarantees or other obligations at any time in effect with respect to User's obligations or any part thereof and that Guarantor's liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of any such other guarantees or other obligations. Notwithstanding anything to contrary in this Agreement: (i) in connection with a conveyance or transfer of any portion of the property comprising the Project, Guarantor may assign this Agreement and the obligations of Guarantor hereunder (and be released from future obligations), by giving notice to the City if, but only if, each of the following conditions is satisfied: (A) there is no default by Guarantor hereunder, either at the time such assignment is requested or on the effective date of such assignment; (B) such proposed assignee shall have a net worth, at the time of assignment, equal to or more than the outstanding principal and interest of both EDC Loans, as evidenced by financial statements, which assignee warrants have been prepared in the ordinary course of assignee's business in accordance with generally accepted accounting principles consistently applied, provided by the proposed assignee at or prior to the time of the assignment; (C) any such proposed assignee agrees in writing to assume this Agreement and Guarantor's obligations hereunder, which writing shall be in form and substance reasonably satisfactory to the City; and (D) such proposed assignee is otherwise reasonably satisfactory to the City. Upon an assignment in accordance with the terms and conditions of this Section, the assigning Guarantor shall have no further liabilities or obligations hereunder, and the assignee Guarantor thereafter shall be "Guarantor" for all purposes hereunder. In addition, such assignment may be made, in part, following the procedure above if and in the event a portion, but not all of the Property is subject to transfer in which case (a) the Guarantor shall remain responsible for a portion, and transferee responsible for a portion, of obligations hereunder, and (b) parties may, if requested by Guarantor or City bifurcate the Notes and covenants to apply separately to Taxpayer/Guarantors and transferee as may be agreed to between the parties.

9. **No Waiver of Rights.** No delay or failure on the part of Issuer to exercise any right, power or privilege under this Guaranty or any of the other Financing Documents shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege shall preclude any other or further exercise thereof or the exercise of any other power or right, or be deemed to establish a custom or course of dealing or performance between the parties hereto. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in the same, similar, or other circumstance.

10. **Modification.** The terms of this Guaranty may be waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No amendment, modification, waiver, or other change of any of the terms of this Guaranty shall be effective without the prior written consent of each of the Issuer.

11. **Termination.** Notwithstanding anything to the contrary in this Guaranty, this Guaranty shall terminate upon the User or Guarantor completing the Project (it being understood that completion of the Project for this purpose means the completion of all improvements pertaining to the Project, other than tenant build-out improvements, in accordance with the Development Agreement).

12. **Joinder.** Any action to enforce this Guaranty may be brought against Guarantor without any reimbursement or joinder of User or any other party in such action.

13. **Severability.** If any provision of this Guaranty is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Guarantor and Issuer shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Guaranty and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Notice.** All notices, communications and waivers under this Guaranty shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

As to the City: City of Elkhart, Indiana
Municipal Building
Office of the Mayor
229 S. Second St.
Elkhart, IN 46516
Attention: Mayor

With a copy to: City of Elkhart, Indiana
Municipal Building
Department of Law
229 S. Second St.
Elkhart, IN 46516
Attention: Corporation Counsel

As to the Borrower: Legacy25, Inc.
8250 Dean Road
Indianapolis, IN, 46240
Attention: Ronda Shrewsbury

As to the Guarantor: RealAmerica Development, LLC
8250 Dean Road
Indianapolis, IN, 46240
Attention: Ronda Shrewsbury

515 East LP
515 East GP, LLC, Registered Agent
8250 Dean Road
Indianapolis, IN, 46240
Attention: Ronda Shrewsbury

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section 14 shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

15. **CONSENT TO JURISDICTION.** TO INDUCE ISSUER TO ACCEPT THIS GUARANTY, GUARANTOR IRREVOCABLY AGREES THAT, SUBJECT TO ISSUER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS GUARANTY WILL BE LITIGATED IN COURTS HAVING SITUS IN ELKHART COUNTY, INDIANA. GUARANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT HAVING SITUS IN ELKHART COUNTY, INDIANA, WAIVES PERSONAL SERVICE OF PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO GUARANTOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

16. **WAIVER OF JURY TRIAL.** GUARANTOR AND ISSUER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS GUARANTY OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GUARANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ISSUER ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES EXCEPT FOR CLAIMS ARISING OUT OF ISSUER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ACCEPTED

The City acknowledges its agreement to and acceptance of the terms and conditions set forth herein.

CITY OF ELKHART, INDIANA

By: _____
Rod Roberson, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rod Roberson, known to me to be the Mayor of the City of Elkhart, named herein, and acknowledged the execution of the foregoing instrument for and on behalf of said municipal corporation, being authorized so to do.

Witness my hand and Notarial Seal this ____ day of _____, 2024.

Notary Public

This Instrument was prepared by the John M. Espar, Corporation Counsel for the City of Elkhart, Indiana, 229 S. Second Street, Elkhart Indiana 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. /s/John M. Espar

DEVELOPMENT AND LOAN AGREEMENT
EXHIBIT D

SITE PLAN

DEVELOPMENT AND LOAN AGREEMENT
EXHIBIT E

PHASED DEVELOPMENT PLAN

- Phase 1: Property Acquisition, demolition, construction of _____.
Construction begins _____, 20____
Estimated Completion _____, 20____
Estimated Cost: \$ _____
- Phase 2: Demolition and construction of _____.
Construction begins _____, 20____
Estimated completion _____, 20____
Estimated Cost: \$ _____
- Phase 3: Demolition and construction of _____
Construction begins _____, 20____
Estimated completion _____, 20____
Estimated Cost: \$ _____



City of Elkhart
Redevelopment Commission

Aurora Capital Development Corporation
Meeting Minutes
Tuesday, August 13, 2024

Present: Dina Harris, Gerry Roberts, Wes Steffen, Gary Boyn, Sherry Weber (Recording Secretary), Adam Fann, Drew Wynes, Ambrose Kamyra, Joshua Hofer, and Steve Watts
Present via Webex: Chris Pottratz and ML

Call to Order:

This meeting was held in-person, telephonically and virtually through WEBEX. Ms. Schreiber called meeting to order at 3:31 pm

Approval of the July 9, 2024 Regular Meeting Minutes:

Ms. Schreiber asked for a motion to approve the July 9, 2024 Regular Meeting Minutes. The motion was moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote carried with all in favor, non-opposed. Minutes are approved.

July 2024 ACDC Expense Report

Ms. Schreiber asked for a motion to approve the July 2024 ACDC Expense Report in the amount of \$237.50. The motion was moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote carried with all in favor, non-opposed. Motion approved.

Around the Arts Renewal

Mr. Steven Watts addressed the board and presented a revise request of renewal for Around the Arts. Ms. Schreiber asked for a motion to approve the renewal for Around the Arts. The motion was moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote carried with all in favor, non-opposed. Motion approved.

Adjournment

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote carried with all in favor, non-opposed. Motion approved. Meeting adjourned at 3:37 pm. Next meeting is on Tuesday, September 10, 2024 at 3:30 p.m. in Council Chambers.


Sandra Schreiber, President



City of Elkhart
Redevelopment Commission

REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, August 13, 2024
4:00 p.m.

PRESENT: Dina Harris, Gerry Roberts, Sandi Schreiber, Wes Steffen, Dorisanne Nielsen, Gary Boyn, Sherry Weber (Recording Secretary), Adam Fann, Jacob Wolgamood, Corinne Straight, Joshua Hofer, Drew Wynes, Ambrose Kamy, Alex Holtz, Trina Harris, Dave Weaver, and LaTonya King

PRESENT BY WEBEX: Chris Pottratz, Lewis Anne Deputy, ML, Mike Huber, Mary Kaczka, Jim Hines, Jon O

CALL TO ORDER

This meeting was held in-person, telephonically, and virtually through WEBEX. The meeting was called to order at 4:00 p.m. by Ms. Schreiber, President.

AMENDMENT TO THE AGENDA

Ms. Schreiber asked for a motion to amend the agenda for August 13, 2024. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved

APPROVAL OF JULY 9, 2024 REGULAR MEETING MINUTES

Ms. Schreiber asked for a motion to approve the July 9, 2024 Regular Meeting Minutes. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. OPENING OF BIDS

Mr. Adam Fann addressed the commission. Ms. Schreiber asked for a motion to refer staff to negotiate terms in the final development agreement for the Freight Street District. Moved by Mr. Steffen. Seconded by Mr. Harris. Voice vote, all in favor. Motion approved.

B. 117 FREIGHT STREET EASEMENT

Mr. Adam Fann addressed the commission. Ms. Schreiber asked for a motion to transfer 16 foot of the property described in the resolution to the City of Elkhart as is set forth in the resolution. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

C. 824 REN STREET ADDITIONAL TESTING

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the employment of Environmental Management Consultants to do additional testing at a cost of \$11,937.95 to be appropriated out of the Consolidated South Elkhart TIF Area. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

D. TRANSFER OF REAL ESTATE 2101-2111 SOUTH MAIN & TRACT B

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to accept the property described on the resolution from the Board of Public Works. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

E. 121 W. FRANKLIN PURCHASE AGREEMENT

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the amendment to the purchase agreement as presented. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

F. WOODLAND CROSSING MASTER PLAN DEVELOPMENT

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the employment of WBK Engineering, LLC at a fee not to exceed \$75,000 to perform services set forth in the attached contract for services and appropriating that sum from Consolidated South Elkhart TIF Area. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the employment of Neighborhood Evolutions, LLC at a fee not to exceed \$258,000 to perform the services set forth in the attached contract for services and approve the use of American Recovery Plan Act funds to cover the cost of for parts one and two and Woodland Crossing Shopping Center revenue to cover the costs of part three services. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

G. G&W VRP RATIFICATION

Mr. Gary Boyn addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the amendment to the voluntary remediation agreement in the form submitted and ratify the present execution of that modified agreement. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

H. LABOUR PUMP LITIGATION COSTS

Mr. Gary Boyn addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the Ice Miller invoice in the amount of \$5,501.44, which is attached to the resolution,

and appropriate that sum from Consolidated South Elkhart TIF to pay this invoice. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

I. 142 STATE STREET PURCHASE & DEVELOPMENT AGREEMENT

Ms. Mary Kaczka addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the purchase and development agreement and all attachments to that agreement. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

J. WOODLAND CROSSING REROOFING BIDS

Ms. Mary Kaczka addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the reroofing project and request funding for the roof work, requesting the Board of Works enter all contracts and take all actions to supervise and complete the project on the Commission's behalf in appropriating \$440,000 from the Consolidated South Elkhart TIF to cover the cost of the project with any unused funds to be returned. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

K. RIVER DISTRICT TIF PLEDGE

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the pledge of TIF revenues to the project pledging area four TIF revenues to the series A bonds, area five TIF revenues to the series B bonds and area six TIF revenues to the area C bonds, all is more fully set forth in the resolution. Moved by Mr. Roberts. Seconded by Ms. Harris. Mr. Steffen recused himself from the vote as he is an adjacent property owner. Voice vote, three in favor, one abstention. Motion approved.

STAFF UPDATES

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

- 930 South Main – Remediation is done. Five tanks were removed from the property equaling about 13,000 gallons. One tank was still filled with some oil, which was taken care of once the tanks were removed. Between 500-800 tons of impacted soil has been removed from the site and filled in the hole.
- Roundhouse – EPA is currently on site brush hogging large areas. They have air monitoring systems above the property, putting up a fence and have brought in several job site trailers. EPA is planning to be on site for about 2-3 months.
- Walter Piano – Had a meeting with IFA and Indiana Brownfield Program. The remediation plan has been adjusted slightly to do a larger ISCO event injecting more liquid into the ground to see if we can get some better results and we are actually stepping out a little further to the northeast to see if there are any impacts out farther from the plume.
- State Road 19 – Things are on schedule for completion. Stones are currently being placed on one of the bump outs. The linear park should be done about the middle of next month and they will be pulling all of the barricades and traffic closure stuff.
- 1101 Beardsley – Documents have been submitted to IFA and Indiana Brownfields and we are awaiting their approvals. Injections should happen yet this year and we are looking at

potentially bidding the excavations this winter to get on the schedules of contractors for an early spring excavation.

- Benham Plan Initiative – We had a very successful Benham Neighborhood Initiative Open house last week. There was a lot of excitement in the room, really good information shared from the developers for the South Main Street Corridor Projects, who answered a lot of great questions. We are finalizing the application to the Lilly Endowment Blight Elimination Funding Opportunity through IEDC that is part of the READI two part program. There is about \$175,000,000 of new investment total in all of the projects we are applying for. We are looking at a grant request of about \$35,000,000 from Lilly. We are excited about the opportunity to leverage the City's dollars and bring that investment from the state to help us make this transitional program happen.

OTHER BUSINESS

Mr. Gary Boyn stated the current work amount on the Warrick and Boyn invoice is for \$24,528.02

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$24,528.02.

Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

PUBLIC COMMENT

No one from the public was there at address the Commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:35 p.m. Next meeting is on Tuesday, September 10, 2024 at 4:00 p.m. in Council Chambers.



Sandra Schreiber, President



City of Elkhart
Redevelopment Commission

Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For August 9, 2024

PRESENT: Dina Harris, Sandi Schreiber, Wes Steffen, Gary Boyn, Mike Huber,
Adam Fann, Jacob Wolgamood, Sherry Weber, Corinne Straight,
Alex Holtz, Drew Wynes.

PRESENT BY WEBEX: Chris Pottratz, Gerry Roberts, ML

The Commission reviewed each agenda item and staff explained the status of each matter to date and the need for and purpose of the proposed Resolution to be acted upon at the upcoming Elkhart Redevelopment Commission meeting on August 13, 2024.

LERNER THEATRE BOARD
Wednesday, August 14, 2024

President Gary Boyn called the Regular Meeting of the Lerner Theatre Board to order at 10:00 a.m. on Wednesday, August 14, 2024. The Clerk of the Board, Nancy Wilson called the roll. Gary Boyn, Diana Lawson, Jamie Arce, Dina Harris, Dallas Bergl, and Carried Berghoff attended in-person. There is one vacancy on the Lerner Governing Board.

1. AGENDA

On motion by Dallas Bergl, seconded by Diana Lawson and carried 6-0, the agenda was approved as amended by adding the Kruggel, Lawton and Co. Contract Amendment.

2. MINUTES: Regular Meeting July 10, 2024

On motion by Dina Harris, seconded by Diana Lawson and carried 6-0, the Board approved the minutes from July 10, 2024.

3. TREASURER'S REPORT

Financials May 31, 2024

Michelle Adams of Kruggel, Lawton and Co. was not in attendance. The June 30, 2024 financial report was submitted to the Board for review and read into record by Dallas. Total operational expenses of \$910,139 were covered by a City contribution of \$364,225 (40%) and a Lerner contribution of \$545,915 (60%). This compared with 2023 City's contribution of 64% and the Lerner's contribution of 36%. The net income from Theatre operations only (shown as Gross Profit) at the end of the period was \$494,735 which was an increase of \$232,485 from 2023. The YTD net income for all Lerner operations (including City expenses) at the end of the period was \$135,775 which was an improvement of \$204,786 from the net loss on last year's statement of (\$69,011). On budgeted City Operational Expenses alone we were under-budget by \$333,736 year-to-date. On motion by Dina Harris, seconded by Diana Lawson and carried 6-0, the Financials from June 30, 2024 were approved.

Claims and Allowance Docket

On motion by Dallas Bergl, seconded by Dina Harris and carried 6-0, the Board approved the claims and allowance docket totaling \$39,683.25 as listed on the register consisting of 5 pages, prepared on August 9, 2024 at 3:11 p.m.

4. PRESIDENT'S REPORT

Diana Lawson gave an update on the 100-year celebration planning. The first committee meeting will be held September 10, 2024 at 9:00 a.m. in the Cittadine Room at the Lerner. All LGB members and all committee members will be asked to attend to plan the celebration.

5. CRYSTAL BALLROOM CATERING

Kurt Janowsky was on WebEx and audio was not available. Jamie Arce read the report details into the record. On motion by Dina Harris, seconded by Carried Berghoff and carried 6-0, the Crystal Ballroom report for July was accepted and placed on file.

6. DIRECTOR OF EVENTS REPORT

The Director of Events Report has been inserted in the minutes as presented.

DIRECTOR OF EVENTS

PREPARED BY: SARAH MACER

LERNER THEATRE BOARD
 Wednesday, August 14, 2024

Activity (August-October)	As % of 90 days	
41 Events	46%	Activity in theatre
15 Ticketed Events	17%	Ticketed events
16 Non-Ticketed Events	18%	Non-Ticketed events
10 Rehearsal Dates	11%	Rehearsal Space

Compare to 2023 Board Report Ticketed Events: 21

Compare to 2023 Board Report Non-Ticketed Events +Rehearsals: 25

- July went much quicker than I think anyone anticipated and I can't believe we're now in August. We've had a consistent flow of requests from promoters, some new and some that we've had the privilege of working with prior so that's been something new I've been working on with Deen. The end of the year calendar is filling in with confirmed shows and holds and we're working on 2025 as well.
- The Annual Volunteer Banquet is this month and we're looking forward to the celebration. I've talked with various staff members that have asked how they could help and I'm touched that so many have taken time to offer their time for our Volunteers.
- I'm so proud of the team for stepping up and helping with all of the random requests that are asked of them and doing it so professionally. Deen has been incredible wearing so many different hats and Tristin has been tackling everything I've asked of her. Holly has taken all suggestions given to her for adjustments to projects and created even more amazing options and Jenna and Rachel have started to really shine in their roles. Tim and Diana, as the newest members to management, have been amazing – jumping in to help without being asked and working on new solutions within their departments to better help everyone in the building. I could on about everyone and am grateful to have everyone here helping make The Lerner the place it is.

Accomplished in July:

- Calendar updates are complete and the Facility Occupancy numbers were sent off to the other city departments for life safety of everyone visiting The Lerner.
- Deen and I met with Jamie to work on the upcoming budget.
- I am still working on facilitating shows with Deen and the team. I think the process of getting everyone involved from build to closing has been a benefit for everyone involved and is making for easier show advancement in the future.
- Started meeting for the 100 year
- The usual; Show Closings sheets have been completed for each show and the closing schedule for the month was sent to KL for easier closings of shows.

LERNER THEATRE BOARD
Wednesday, August 14, 2024

Updates for July:

100 Year Planning:

We are very glad we've been able to start working on planning the 100 year Celebration. A huge thanks to Diana Lawson and Stephanie Krol for helping our team out and providing the push to keep things moving. We're excited about the details we've worked on thus far and when we can officially start sharing details with everyone.

Event Planning:

As slow as July was, I wish I had more time. We're getting ready for things to start to speed up again and with only a few events in August, I'm excited to work on tuning some of our practices and getting everyone on the same page. Building and life safety are huge for Deen and I and making sure the team understands that we want everyone to have a great experience when they come through the doors. We've been working on cleaning up some tasks and are excited for shows to start up.

Volunteer Banquet:

Most of the details are coming together with the banquet and we're excited to celebrate our amazing Volunteers. The return to the Ballroom is something many have been thankful for and we're glad we're able to work with Leah and her team to provide a great experience for everyone. We still have a bit to get through, but I'm grateful for the help from the team in working towards this successful event.

TECHNICAL AND FACILITIES DIRECTOR

PREPARED BY: DEEN TUGGLE

Overview:

July turned out to be much busier than anticipated. We had Premier Arts put on a wonderful production of Oklahoma, sadly without a live horse. We also started meeting internally regarding the 100-year celebration which I am glad to be a part of and looking forward to the year ahead. Early on in July I had JPR out to conduct their inspection of the rigging point and am awaiting their report. Sarah and I met with Jamie to go over the 2025 budget and make needed adjustments. Also, this month I held a training session for the facilities team on the new maintenance software to help them better understand and see how we'll use it. With their help, we will be implementing maintenance and cleaning schedules, routine inventory checks, and asset management on nearly all of the building and its components. We also had ACD come and inspect the pit lift, which is thankfully operating as intended. I've also been working closely with Sarah to help her out in any way that I can during this time of transition.

Accomplished in July:

- JPR inspection.
- Pit lift inspection.
- Oklahoma!

Upcoming tasks:

- Revising SOPs.
- Elco sign restoration.

LERNER THEATRE BOARD
Wednesday, August 14, 2024

- Finalize emergency preparedness.

COMMUNICATIONS & MARKETING COORDINATOR

PREPARED BY: JENNA BROUILLETTE

July came and went in a flash! We've continued the Tasty Tuesdays series with the goal of bringing people downtown to enjoy lunch and shop at local businesses as well as hosted Premier Arts' Oklahoma! toward the end of the month.

Administratively, I've been working to advertise for our upcoming shows and prepare for our centennial celebration! Additionally, we are into the exciting time of celebrating our volunteers with a banquet at the end of August, and have begun planning for that exciting time. We are also planning for a few announces in the next month, so I have been working to create marketing materials for those as well.

My intern has been a fantastic help here with us for the summer, and has been working on projects related to historical documentation and organization, website review, and social media strategy and content.

As we approach the final parts of the month, I am excited to take some time off, but I'm confident the team has everything covered in my absence.

Here is a snapshot of The Lerner Theatre's Socials as of 7/25/24:

	May 2024	June 2024	July 2024	1-Month Change
Total Audience	36,932	36,347	36,402	0.2% Increase
Total Impressions	777,487	828,948	328,338	60.4% Decrease
Total Engagement	23,497	28,159	13,789	36.9% Decrease

Additional Social Context: At the beginning of June, The City of Elkhart announced the following regarding meetings and social platforms. "The City of Elkhart utilizes its Facebook pages to share information and engage with our constituents. We will continue to use all city pages with that goal in mind, however, commenting on future posts will not be allowed."

As a City-Owned building, this policy affects our pages as well, effectively impacting show announcements, promotions, information sharing, and interaction with patrons (positive or negative). We are currently navigating this constraint and seeing significant challenges to our social data as this limits engagement with our posts and impressions as well.

Additionally, with fewer shows in July and August, it is normal for The Lerner to see a dip in numbers during these months.

Done in June

- Continued our weekly food truck events!

LERNER THEATRE BOARD
Wednesday, August 14, 2024

- Began internal meetings to plan and organize the 100th anniversary celebration
- Started planning for the Annual Volunteer Banquet!

Goals for August

- Work with Holly to update our website and create a more comprehensive accessibility page for the Lerner Website
- Distribute the Year in Review and Community Update for the year
- Work with downtown merchants to generate more excitement for Dancing Queen and Elkhart Artwalk's "Disco Fever!"
- Plan for the Volunteer Banquet coming up in August!

MEDIA SPECIALIST

PREPARED BY: HOLLY COWAN

The month of July has been spent finalizing our 2023 Year End Report. Jenna and I have been working together to get the needed information and get these changes finalized. I've also been working to contact printers for some estimates on the jobs and determine what our printing needs will be.

I've also been spending a lot of time creating assets for our Volunteer Appreciation Banquet. This has included compiling photos together for a presentation, creating invites, and redesigning our past awards. I think I've made some good progress on these tasks and am now just waiting for the nominees to have the awards officially created and printed.

I've also been working on some branding elements for our 100th Celebration coming up. I did receive some feedback on our anniversary logos so I have been working to create some new versions and some branded elements that we can use moving forward.

Accomplishments in July

- Working on graphics and announce emails for upcoming shows
- 2023 Year End Report and Community Update are nearly finalized
- Created graphics for The Lerner Volunteer Appreciation Banquet

Upcoming Goals for August

- Create a new page for the website about our accessibility offerings
- New page for the website about artwork on display in The Lerner
- Ongoing – update The Lerner Website and Friends of The Lerner Website
- Work on 100th celebration branding ideas

BOX OFFICE MANAGER

PREPARED BY: TRISTIN TUBBS

Box Office Manager Accomplishments for July 2024

LERNER THEATRE BOARD
Wednesday, August 14, 2024

- Helped to interview for Ushers as well as interview for Box Office
- Hired 3 new Box Office Team Members and 3 new Ushers
- Successfully built the 2024-2025 Elkhart County Symphony Season, as well as two new events expected to go on-sale in August
- Helped Jenna with our Friends of the Lerner Endowment Program - We are looking to reinstate the program for our 100 Year Anniversary!

Box Office Assistant Manager Accomplishments for July 2024

- Helped hire 2 new Box Office Team Members
- Caught up on Volunteer Points for the Annual Volunteer Banquet
- Caught up on Audits

Box Office Manager Goals for August 2024

- Complete the new Box Office Operations Manual
- Schedule a Mandatory Box Office Meeting to go over the new Box Office Operations Manual
- Continue to work with Jenna on our FOL Endowment Program and help out with the 100 Year Anniversary

Box Office Assistant Manager Goals for August 2024

- Finish updating the Box Office Operations Manual
- Help Organize Annual Volunteer Banquet
- Train new Box Office Team Members

LERNER THEATRE BOARD
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Date	Time	Event Name	On Sale Date	Sold	Revenue w/Hist. Fee	Net Revenue	Hist. Fee	Total Revenue
7/19/2024	7:30 PM	Premier Arts: Oklahoma!	1/1/2024	205	\$3,385.00	\$2,770.00	\$615.00	\$3,385.00
7/20/2024	2:00 PM	Premier Arts: Oklahoma! All-Youth Performance	1/1/2024	253	\$5,183.00	\$4,424.00	\$759.00	\$5,183.00
7/20/2024	7:30 PM	Premier Arts: Oklahoma!	1/1/2024	157	\$3,275.00	\$2,804.00	\$471.00	\$3,275.00
7/21/2024	2:00 PM	Premier Arts: Oklahoma!	1/1/2024	177	\$3,153.00	\$2,622.00	\$531.00	\$3,153.00
8/3/2024	7:30 PM	Evil Woman - The American ELO	5/30/2024	145	\$4,080.00	\$3,645.00	\$435.00	\$4,080.00
8/16/2024	7:00 PM	The Calvin Richardson Experience	4/17/2024	98	\$4,892.00	\$4,598.00	\$294.00	\$4,892.00
9/8/2024	4:00 PM	Elkhart County Symphony - Rhythms in Bloom	7/24/2024	88	\$1,385.00	\$1,121.00	\$264.00	\$1,385.00
9/14/2024	8:00 PM	4192: An Evening with Pete Rose Live!	4/1/2024	29	\$1,552.00	\$1,465.00	\$87.00	\$1,552.00
9/27/2024	8:00 PM	Home Free - Crazy(er) Life Tour	6/21/2024	105	\$5,479.45	\$5,164.45	\$315.00	\$5,479.45
10/5/2024	7:00 PM	The Voices of Rock Radio	4/12/2024	61	\$3,591.00	\$3,408.00	\$183.00	\$3,591.00
10/6/2024	7:00 PM	The Mersey Beatles	4/23/2024	2	\$86.00	\$80.00	\$6.00	\$86.00
10/18/2024	7:30 PM	Premier Arts: School of Rock	1/1/2024	7	\$185.00	\$164.00	\$21.00	\$185.00
10/19/2024	7:30 PM	Premier Arts: School of Rock	1/1/2024	7	\$67.00	\$46.00	\$21.00	\$67.00
10/20/2024	2:00 PM	Premier Arts: School of Rock	1/1/2024	0	\$0.00	\$0.00	\$0.00	\$0.00
10/23/2024	6:00 PM	Sesame Street Live! - Say Hello	6/28/2024	78	\$3,975.00	\$3,741.00	\$234.00	\$3,975.00
10/25/2024	7:30 PM	Judy Collins	6/21/2024	46	\$2,097.00	\$1,959.00	\$138.00	\$2,097.00
11/2/2024	2:00 PM	Finding Nemo Jr	3/27/2024	9	\$212.00	\$185.00	\$27.00	\$212.00
11/7/2024	7:00 PM	World Ballet Series: Swan Lake	4/2/2024	88	\$5,918.00	\$5,654.00	\$264.00	\$5,918.00
11/9/2024	7:00 PM	Ginger Billy	6/21/2024	25	\$842.00	\$767.00	\$75.00	\$842.00
11/17/2024	4:00 PM	Elkhart County Symphony - Mahler Symphony Number 2	7/24/2024	45	\$704.80	\$569.80	\$135.00	\$704.80
11/23/2024	7:00 PM	Joe Gatto: Let's Get Into It	6/21/2024	42	\$2,119.00	\$1,993.00	\$126.00	\$2,119.00
12/5/2024	7:00 PM	Charlie Berens: Good Old Fashioned Tour	6/21/2024	139	\$5,762.00	\$5,345.00	\$417.00	\$5,762.00
12/6/2024	7:30 PM	The Rat Pack is Back for The Holidays	3/1/2024	10	\$510.00	\$480.00	\$30.00	\$510.00
12/13/2024	7:30 PM	Premier Arts: Elf the Musical	1/1/2024	17	\$435.00	\$384.00	\$51.00	\$435.00
12/14/2024	2:00 PM	Premier Arts: Elf the Musical All-Youth Performance	1/1/2024	8	\$200.00	\$176.00	\$24.00	\$200.00
12/14/2024	7:30 PM	Premier Arts: Elf the Musical	1/1/2024	12	\$300.00	\$264.00	\$36.00	\$300.00
12/15/2024	2:00 PM	Premier Arts: Elf the Musical	1/1/2024	15	\$336.00	\$291.00	\$45.00	\$336.00
2/2/2025	4:00 PM	Elkhart County Symphony - Mahler Symphony Number 2	7/24/2024	88	\$1,476.60	\$1,212.60	\$264.00	\$1,476.60
3/30/2025	4:00 PM	Elkhart County Symphony - Passion and Poetry	7/24/2024	45	\$704.80	\$569.80	\$135.00	\$704.80
5/18/2025	4:00 PM	Elkhart County Symphony - Rebel Symphnoire	7/24/2024	45	\$701.30	\$566.30	\$135.00	\$701.30
Total Ticket Revenue					\$62,606.95			

LERNER SERVICES COORDINATOR
 PREPARED BY: DIANA GALVES

In July, the Lerner hasn't had many theatre performances or Ballroom events allowing for heavy duty cleaning within the building.

Accomplished in July:

- Lerner service staff did heavy cleaning in all Main floor, Ballroom, and Cittadine Bathrooms. We washed down all walls underneath sinks, soap dispensers in Family bathrooms, hand blowers, toilets, and urinals.
- Lerner service staff did a deep cleaning/degreasing of the freight elevator and walls.

LERNER THEATRE BOARD
Wednesday, August 14, 2024

- Lerner services staff used soap and water and cleaned as well as wiped down all the backs of the seats/cup holders in the theatre and balcony.
- Lerner services staff dusted and used soap and water to wipe down base boards in the theatre and balcony.
- Lerner services staff mopped under all seats in theatre and balcony.
- Lerner services staff vacuumed and shampooed all carpets in theatre. Balcony including the steps in the balcony area.
- Lerner services staff vacuumed and shampooed all three Main floor lobbies.
- Lerner services staff cleaned all exterior and interior glass doors/windows.

Upcoming Tasks:

- Work on polishing brass rails and kick plates throughout the Lerner.
- Work on maintaining the freight elevators floor.
- Continue daily cleaning and maintenance throughout the Lerner.

FACILITIES MANAGER

PREPARED BY: TIM GARDNER

This being my first month with The Lerner I expected to spend most of my time getting to learn how to find my way around the building. Impressed with the staff in place and was happy to find I was able to jump right in and start helping the first week. Working off a check list prepared before my arrival, we managed to get quite a few things taken care of with a clear view of the coming month.

Work in July

- 1) Working on exterior Terrazzo wall. Cleaning and inspecting for cracks/breaks. Working with Wayne and Deen along with the company that installed it to see what our options are, in regards to repair or replacement. *(Continued)*
- 2) Franklin Street side of building power washed and cleaned, along with overhang over sidewalk.
- 3) Dressing room #1 mirror replaced.
- 4) Dryer vent hoses replaced due to age.
- 5) Exterior yellow lines painted by bus parking.
- 6) Paint touched up above new signs by dressing rooms/green room.
- 7) Power washed and sealed walkway outside of box office. *(Continued)*
- 8) Lights replaced in chandeliers in lobby.
- 9) VAV's for HVAC system located and photos taken for maintenance program input. *(Continued)*
- 10) Tristan's office window shade installed.

Goals for August

- 1) *(From July)* Find better way to clean salt out of walk way by Box Office entrance to better seal and improve aesthetics.
- 2) *(July)* Find last of VAV's for HVAC system
- 3) *(July)* Repaired metal flashing underneath Main Street window. One more window flashing to repair. One window Terrazzo sill repaired temporarily,

LERNER THEATRE BOARD
Wednesday, August 14, 2024

hoping to learn more about care and repairs in this month or next. (see #1 from July)

- 4) Replace bulbs in Lerner blade sign with equipment we have in house, makes plans to rent lift to reach all lights.
- 5) Complete inventory.
- 6) Look into spot lights above marquee. Reported to me that there is at least one out.
- 7) Replacing all manual flushers with auto flushers in all bathrooms.

7. NEW BUSINESS

Fox Valley Contractors, LLC

On motion by Dallas Bergl, seconded by Dina Harris and carried 6-0, the Board approved an Amendment to the Fox Valley Contractors, LLC contract for the textone finish repair in the amount of \$7,220.00.

Rackley Restoration

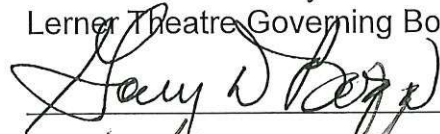
On motion by Dina Harris, seconded by Diana Lawson and carried 6-0, the Board approved a contract with Rackley Restoration for the removal and replacement of the stage floor in the amount of \$18,360.00.

Kruggel Lawton & Company, LLC


On motion by Dina Harris, seconded by Diana Lawson and carried 6-0, the Board approved an Amendment to the Kruggel Lawton & Company, LLC Agreement.

8. ADJOURNMENT

On motion by Dallas Bergl seconded by Jamie Arce and carried 6-0, the Lerner Theatre Governing Board was adjourned at 10:23 a.m.



Gary Boyn, President

Attest: 

Nancy Wilson, Clerk of the Board

ELKHART CITY



Rod Roberson
Mayor

574.293.2175
Fax: 574.970.0561

Dustin McLain
Department Head

911
COMMUNICATIONS

Elkhart City Communications
135 East Franklin Street
Elkhart, Indiana 46516

Date: September 10, 2024

To: Mayor Rod Roberson
Elkhart City Board of Public Safety
Common Council

From: Dustin McLain, Department Head
Elkhart Communications Center

Re: **August 2024 Month End Report**

We processed 8,484 incoming & outgoing emergency and non-emergency phone calls. This was a decrease of 1,214 calls from August 2023. Below is a summary of the calls we handled in Communications.

CALL SOURCES	911 *This includes Landlines, Wireless, VoIP, TextTTY, and abandoned.* (as reported by ECats State reporting online)	Administrative (non-emergency)	TOTAL
	2,243	6,241	8,484
2023 TOTALS	2,191	7,507	9,698

By shift, we entered 7,388 7,442 calls into the CAD, a decrease of 54 calls from August 2023. Below is a breakdown of the call volume by shift.

	POLICE CALLS	FIRE CALLS	OTHER	TOTALS
Day Shift	1,965	401	341	2,707
Afternoon Shift	2,356	391	377	3,124
Midnight Shift	1,202	219	136	1,557
All Shifts	5,523	1,011	854	7,388
2023 TOTALS	5,740	908	794	7,442

*Other Calls refers to calls made to communications that either required a response by other departments, such as Parks Dept., Street Dept., etc. This also includes calls that are dispatched out as attempts to locate, repossessions and/or private impounds.

OTHER BUSINESS

- For the month of August, 2024, we handled 48 AUDIO REQUESTS for the Prosecutor's Office and Police Dept. We provided 9 (FOIA) Public Records Requests to individuals.