



AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, August 12, 2025 at 4:00 P.M.

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

To join, go

<https://signin.webex.com/join>

enter **2318 608 3726** as the event number and **RDC8** as the event password.

To join by phone, call **1-415-655-0001**, enter **2318 608 3726##**

*Press *6 to unmute telephone*

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

1. **Call to Order**

2. **Approval of Minutes**

- July 8, 2025, Regular Meeting Minutes and July 29, 2025, Special Meeting Minutes

3. **New Business**

a) **Open Bids**

b) **Economic Development Agreement for River District Garage Project**

- Approve the Economic Development Agreement for River District Garage Project and funding of the Series 2025 Note in the amount of \$8,000,000 and appropriate funds from Cassopolis Allocation Area TIF Revenues

c) **Transfer of Real Property to Elkhart Community Schools**

- Authorize the transfer of 1425 W. Indiana Ave & 1720 W. Indiana Ave to Elkhart Community Schools.

d) Parkway at 17 Development Agreement

- Approve Economic Development Agreement with HP The Flats at Pinecreek, LLC as purchaser and developer for construction of multi-family apartment complex on real estate off of CR 17.

e) Courthouse Block Consultant

- Approve employment of Moule & Polyzoides consultants to provide conceptual design services on courthouse block and appropriate \$55,000 from Downtown Allocation Area No. 1 Special Fund and \$55,000 from Cassopolis Street Corridor Allocation Area Special Fund.

f) Great Lakes Mennonite Thrift Inc Access Agreement for 138-4 Woodland Crossing

- Approve access agreement with Great Lakes Mennonite Thrift, Inc. for 138-4 Woodland Crossing to store inventory and personal property.

4. Staff Updates

5. Other Business

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

9. Public Comment

10. Adjournment

Sandi Schreiber
President
Appointed by Mayor
Jan. 1, 2024 to Dec. 31, 2027

Luke Lefever
Member
Appointed by Mayor
Feb. 6, 2025 to Jan. 1, 2027

Willie L. Brown
Member
Appointed by Mayor
Jan. 1, 2024 to Dec. 31, 2027



Dina Harris
Secretary
Appointed by Council
Jan. 1, 2024 to Dec. 31, 2024

Wes Steffen
Vice President
Appointed by Council
Jan. 1, 2024 to Dec. 31, 2024

Dorisanne Nielsen
Non-Voting School
Board Advisor
Appointed by Mayor
Jan. 1, 2024 to Dec. 31, 2027

REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, July 8, 2025
4:00 p.m.

PRESENT: Sandi Schreiber, Wes Steffen, Willie Brown, Luke Lefever, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Jacob Wolgamood, Mary Kaczka and Drew Wynes

PRESENT BY WEBEX: Chris Pottratz, Mary Lou Timmons and Lewis Anne Deputy

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.

AMEND JULY 8, 2025 MEETING AGENDA

Ms. Schreiber asked for a motion to amend the July 8, 2025, Meeting Agenda. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

APPROVAL OF MEETING MINUTES

Ms. Schreiber asked for a motion to approve the June 10, 2025, 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. Wolgamood addressed the commission stating there are no bids to open.

B. Second Street Tree and Planter RFQ

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to advertise bidding for Second Street planters. Moved by Mr. Brown. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

C. Woodland Crossing Renovations Phase 1 RFQ-P and Designate a Technical Review Committee

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve issuing a request for qualifications and proposals for design and construction of Big Lots and restaurant space at Woodland Crossing. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve and designate the technical review committee for the Woodland Crossing RFP renovation work. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

D. SoMa Commons Easement Parcels

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the form and content of the American Electric Power/Indiana Michigan Power Company Right of way and Electric Distribution Easement and the exhibits attached to the resolution for the SoMa Commons site. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

E. 142 State Street Contract Extension – moved to the end of New Business

F. Woodland Crossing Budget Adjustment

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the revised 2025 Woodland Crossing Budget increase adjustment as presented to the commission____. Moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

G. Woodland Crossing Replacement Lights on Monument Sign

Ms. Mary Kaczka Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Premier Signs contract in the amount of \$6,157.12 to replace the bulbs on the monument sign at Woodland Crossing with LED bulbs and authorize the officers to execute any contract presented on that matter and appropriate \$6,157.12 from Special Fund #2560, Woodland Crossing Operations fund to cover the cost of those services. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

H. Woodland Crossing Parking Lot Restriping

Ms. Mary Kaczkw addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the proposed contract with Arnt Asphalt Sealing, Inc. in the amount of \$19,485.00 for parking lot line restriping, authorize execution of that contract and appropriate \$19,485.00 from Special Fund #2560, Woodland Crossing Operations Fund. Moved by Mr. Steffen. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

I. Woodland Crossing Ancon Change Order for Demolition Services

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Ancon Construction change order contract at Woodland Crossing demolition of Big Lots area for additional work on removal and disposing of a partition wall and appropriate \$3,910.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of the additional services. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

E. 142 State Street Contract Extension

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the contract extension of the renovation work at 142 State Street to December 31, 2025. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

STAFF UPDATES

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

- The City Council did pass/approve the 5 Year Consolidated Plan, the Annual Action Plan, the Citizens Participation Plan, the Neighborhood Revitalization Strategy Area Plan, and all of those associated documents.
- Flats at Pine Creek Ground Breaking will take place on Thursday, July 10, at 3:00 p.m.

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$13,949.33. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

PUBLIC COMMENT

No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:20 p.m.

Sandra Schreiber, President

Sandi Schreiber
President
Appointed by Mayor
Jan. 1, 2024 to Dec. 31, 2027

Luke Lefever
Member
Appointed by Mayor
Feb. 6, 2025 to Jan. 1, 2027

Willie L. Brown
Member
Appointed by Mayor
Jan. 1, 2024 to Dec. 31, 2027



Dina Harris
Secretary
Appointed by Council
Jan. 1, 2024 to Dec. 31, 2024

Wes Steffen
Vice President
Appointed by Council
Jan. 1, 2024 to Dec. 31, 2024

Dorisanne Nielsen
Non-Voting School
Board Advisor
Appointed by Mayor
Jan. 1, 2024 to Dec. 31, 2027

SPECIAL MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, July 29, 2025
4:00 p.m.

PRESENT: Dina Harris, Wes Steffen, Willie Brown, Luke Lefever, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Jacob Wolgamood, Mary Kaczka and Clayton Sidenbender (Elkhart Truth)

PRESENT BY WEBEX: Chris Pottratz and Lewis Anne Deputy

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 Mr. Steffen, Vice-President.

NEW BUSINESS

A. Garrison Frazier Development Agreement

Mr. Mike Huber addressed the commission and answered questions. Mr. Steffen asked for a motion to approve the sale and the terms set forth in the agreement at a not to exceed price of \$675,000, approve the terms and conditions of the agreement as submitted today, and authorize officers to approve any revisions appropriate and consistent with the intent of the party's subject prior to review and approval of legal counsel. Moved by Ms. Harris. Seconded by Mr. Steffen. Ms. Lewis Anne Deputy asked clarifying questions about the development agreement, financials, and property being purchased. Mr. Huber clarified that the investment in the Love Plaza does not classify as a subsidy to this project in any way. The Love Plaza is a City investment to support the creation of a new public space in the neighborhood that serves the broader neighborhood. Ms. Deputy also noted the Redevelopment's former carwash property needs some clean up. Voice vote, all in favor. Motion approved.

B. Woodland Crossing 140-4 and 140-5 Demolition Services

Ms. Mary Kaczka addressed the commission and answered questions. Mr. Steffen asked for a motion to award the Woodland Crossing demolition contract for units 140-4 and 140-5 to Cressy Commercial Properties in the amount of \$15,309.40 and appropriate that sum from the Woodland Crossing Operations fund. Moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

OTHER BUSINESS

PUBLIC COMMENT

No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Mr. Steffen asked for a motion to adjourn the meeting. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:13 p.m.

A handwritten signature in black ink, appearing to read 'Wes Steffen', is written over a horizontal line.

Wes Steffen, Vice-President

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING THE ECONOMIC DEVELOPMENT AGREEMENT FOR THE RIVER DISTRICT GARAGE PROJECT AND FUNDING OF THE SERIES 2025 NOTE

Whereas, River District Development Company, LLC (“RDDC”) will acquire real estate and construct certain economic development facilities consisting of an approximate 200 space parking garage needed to serve the public (the “Garage Project”) and a mixed-use development consisting of 60 dwelling units/apartments for rent and 10,000 square feet of commercial and retail space for rent, with all necessary appurtenances, related improvements and equipment (collectively the “Project”), all as more fully set forth in the attached Economic Development Agreement (the “Agreement”), which has been presented to the Commission for approval; and

Whereas, the Project will be located in or physically connected to the Downtown Urban Renewal Area and Downtown Allocation Area No. 7 and will be in, serve or benefit the Cassopolis Street Corridor Economic Development Area and Allocation Area (the “Cassopolis Allocation Area”); and

Whereas, the Elkhart Economic Development Commission will be requested to approve the issuance of the Series 2025 Note from the City to RDDC to fund the acquisition and construction of the Garage Project, which Note is proposed to be funded from the Cassopolis Allocation Area TIF Revenues, in one or more installments; and

Whereas, the Commission has reviewed the Agreement and finds that there is a shortage of residential units and parking facilities within the City, the Project will help diminish the shortage, enhance economic growth within the City by providing convenient parking for residents and for non-resident patrons and visitors to the City who attend events, stay in our hotels and motels and patronize businesses, and benefit and serve the Development Areas and general public.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Garage Project and funding of the Series 2025 Note in the amount of \$8,000,000.00 from the Cassopolis Allocation Area TIF Revenues, in one or more installments, all as more fully set forth in the Agreement.
2. The Commission approves the terms and conditions of the Agreement and authorizes the President, and in her absence the Vice President, to approve any revisions thereto she deems appropriate and consistent with the intent of the parties, subject to prior review and approval by legal counsel.
3. The Commission appropriates the sum of \$8,000,000.00 from the Cassopolis Allocation Area Special Fund to fund the Series 2025 Note, in one or more installments. Any surplus remaining to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to execute and deliver the Agreement and all other documents, and do all acts, which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12th
DAY OF AUGUST 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

RESOLUTION NO. 25-R-_____

**A RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF ELKHART, INDIANA
AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO ELKHART COMMUNITY SCHOOLS**

Tax Parcel No. 20-06-07-426-005.000-012 (1425 W. Indiana Avenue)

Tax Parcel No. 20-06-07-181-011.00-012 (1720 W. Indiana Avenue)

WHEREAS, the Elkhart Redevelopment Commission (the “Commission”), the governing body of the Elkhart, Indiana, Department of Redevelopment (the “Department”) exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the “Act”) and is a body corporate and politic; and

WHEREAS, Elkhart Community Schools (the “School”) is a public school corporation and a political subdivision of the State of Indiana pursuant to I.C. § 36-1-2; and

WHEREAS, pursuant to I.C. § 36-7-14-12.2 and § 36-1-11-8, the Department, acting by and through the Commission, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the School has presented to the Commission a request for the transfer to the School of the vacant lots more particularly described at Exhibit A (the “Property”); and

WHEREAS, the Department, through the Commission, desires to transfer the Property to the School; and

WHEREAS, the School’s Board of School Trustees will adopt a resolution consistent with the requirement of I.C. § 36-7-14-12.2 and § 36-1-11-8.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The transfer of the Property described at Exhibit A situated in Elkhart County, Indiana to Elkhart Community Schools shall be, and hereby is, authorized and approved.
2. This Resolution shall be in full force and effect upon its adoption and upon the adoption by the Board of a resolution consistent with the requirements of I.C. § 36-7-14-12.2 and § 36-1-11-8.

ADOPTED at a meeting of the Elkhart Redevelopment Commission held on August 12, 2025, at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART,
REDEVELOPMENT COMMISSION**

Signature

Sandra Schreiber, President
Printed Name and Title

ATTEST:

Signature

Dina Harris, Secretary
Printed Name and Title

EXHIBIT A

Property to be Transferred

Tax Parcel No. 20-06-07-426-005.000-012
(1425 W. Indiana Avenue)

All of Lot Numbered 55, and the East 2.75 feet of Lot Numbered 54, in Elliston's Second Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 111, page 303 in the Office of the Recorder of Elkhart County, Indiana.

AND ALSO:

Tax Parcel No. 20-06-07-181-011.00-012
(1720 W. Indiana Avenue)

A part of Lots Numbered 13 and 14 as the said Lots are known and designated on the recorded Plat of Chesqua Heights, an Addition to the City of Elkhart, Indiana; said Plat being recorded October 19, 1910 in Plat Book 1, page 53 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

44 feet by 120 feet in Chesqua Heights, described as follows: Beginning on the North line of Indiana Avenue, 136.35 feet East from the Northeast corner of Avalon Street and Indiana Avenue; thence North parallel with the East line of Lot Numbered 16 Chesqua Heights Addition, 120 feet to an alley; thence East parallel with the North line of Indiana Avenue, 44 feet; thence South parallel with the said East line of Lot Numbered 16, 120 feet; thence West along the North line of Indiana Avenue, 44 feet to the place of beginning.

**A RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES OF
ELKHART COMMUNITY SCHOOLS
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM
THE CITY OF ELKHART REDEVELOPMENT COMMISSION**

Tax Parcel No. 20-06-07-426-005.000-012 (1425 W. Indiana Avenue)

Tax Parcel No. 20-06-07-181-011.00-012 (1720 W. Indiana Avenue)

WHEREAS, the Elkhart Redevelopment Commission (the “Commission”), the governing body of the Elkhart, Indiana, Department of Redevelopment (the “Department”), exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the “Act”) and is a body corporate and politic; and

WHEREAS, Elkhart Community Schools (the “School”) is a public school corporation and a political subdivision of the State of Indiana pursuant to I.C. § 36-1-2; and

WHEREAS, pursuant to I.C. § 36-7-14-12.2 and § 36-1-11-8, the Department, acting by and through the Commission, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the School desires to accept transfer of the Property from the Department and to authorize the staff of the School to accept quitclaim deeds effecting the transfer of the Property and cause those to be presented for recording; and

WHEREAS, the Department, by and through the Commission, wishes to transfer to the School certain parcels of land or interests therein previously acquired by the Department and more particularly described at Exhibit A (the “Property”); and

WHEREAS, the Commission has adopted a resolution consistent with the requirement of I.C. § 36-7-14-12.2 and § 36-1-11-8.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SCHOOL TRUSTEES AS FOLLOWS:

1. The transfer of the Property, or the Departments’s interests therein, described at Exhibit A situated in Elkhart County, Indiana, by the City of Elkhart Redevelopment Commission to Elkhart Community Schools shall be, and hereby is, authorized and approved.
2. The staff of the School shall be, and hereby are, authorized to accept and cause to be recorded with the Elkhart County Recorder’s Office a quit claim deed transferring the Department’s interests in the Property described at Exhibit A.
3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the Elkhart Community Schools' Board of School Trustees held on _____, 2025, at 2720 California Road, Elkhart, Indiana 46514.

**ELKHART COMMUNITY SCHOOLS
BOARD OF SCHOOL TRUSTEES**

Troy E. Scott, President

ATTEST:

Kellie L. Mullins, Secretary

EXHIBIT A

Property to be Transferred

Tax Parcel No. 20-06-07-426-005.000-012
(1425 W. Indiana Avenue)

All of Lot Numbered 55, and the East 2.75 feet of Lot Numbered 54, in Elliston's Second Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 111, page 303 in the Office of the Recorder of Elkhart County, Indiana.

AND ALSO:

Tax Parcel No. 20-06-07-181-011.00-012
(1720 W. Indiana Avenue)

A part of Lots Numbered 13 and 14 as the said Lots are known and designated on the recorded Plat of Chesqua Heights, an Addition to the City of Elkhart, Indiana; said Plat being recorded October 19, 1910 in Plat Book 1, page 53 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

44 feet by 120 feet in Chesqua Heights, described as follows: Beginning on the North line of Indiana Avenue, 136.35 feet East from the Northeast corner of Avalon Street and Indiana Avenue; thence North parallel with the East line of Lot Numbered 16 Chesqua Heights Addition, 120 feet to an alley; thence East parallel with the North line of Indiana Avenue, 44 feet; thence South parallel with the said East line of Lot Numbered 16, 120 feet; thence West along the North line of Indiana Avenue, 44 feet to the place of beginning.

RETURN TO:

Elkhart Community Schools
2720 California Road
Elkhart, Indiana 46514

AUDITOR'S RECORD

TRANSFER NO.: _____
TAXING UNIT: _____
DATE: _____
PARCEL ID: _____

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, THAT the City of Elkhart Redevelopment Commission, the Grantor, **Conveys and Quit-claims** to Elkhart Community Schools, the Grantee, for no monetary consideration, the real estate in Elkhart County, in the State of Indiana, more particularly described on Exhibit A hereto.

The Grantor herein is a tax-exempt entity and therefore there are no real estate taxes or assessments levied or assessed against the above-designated real estate prior to the date of this deed.

The Grantor hereby conveys the above-described real estate free and clear of all leases, licenses, or other interests, both legal and equitable, subject to all easements, highways as public rights of way of record.

The undersigned state that each is a duly elected official of the Grantor and that each has statutory authority to execute this Deed.

NO SALES DISCLOSURE REQUIRED

Executed this _____ day of August, 2025.

“GRANTOR”

CITY OF ELKHART REDEVELOPMENT
COMMISSION

Sandra Schreiber, President

ATTEST:

Dina Harris, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Sandra Schreiber and Dina Harris, known to me to be the President and Secretary of the City of Elkhart Redevelopment Commission, and acknowledged the execution of the foregoing Acceptance on the _____ day of August, 2025.

Gary D. Boyn, Notary Public

Interests in land acquired by:

Elkhart Community Schools
2720 California Road
Elkhart, Indiana 46514

ACCEPTANCE

The Grantee hereby accepts the foregoing Quit Claim Deed.

Executed this ____ day of August, 2025.

“GRANTEE”

ELKHART COMMUNITY SCHOOLS

Troy E. Scott, President

ATTEST:

Kellie L. Mullins, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Troy E. Scott and Kellie L. Mullins, the President and Secretary of the Board of School Trustees, respectively, of Elkhart Community Schools, and acknowledged the execution of the foregoing Deed on the ____ day of August, 2025.

_____, Notary Public

This Instrument was prepared by the law firm of Warrick & Boyn, LLP, 861 Parkway Avenue, Elkhart, Indiana 46516, by Gary D. Boyn. 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. Gary D. Boyn

EXHIBIT A

Legal Description

Tax Parcel No. 20-06-07-426-005.000-012
(1425 W. Indiana Avenue)

All of Lot Numbered 55, and the East 2.75 feet of Lot Numbered 54, in Elliston's Second Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 111, page 303 in the Office of the Recorder of Elkhart County, Indiana.

AND ALSO:

Tax Parcel No. 20-06-07-181-011.00-012
(1720 W. Indiana Avenue)

A part of Lots Numbered 13 and 14 as the said Lots are known and designated on the recorded Plat of Chesqua Heights, an Addition to the City of Elkhart, Indiana; said Plat being recorded October 19, 1910 in Plat Book 1, page 53 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

44 feet by 120 feet in Chesqua Heights, described as follows: Beginning on the North line of Indiana Avenue, 136.35 feet East from the Northeast corner of Avalon Street and Indiana Avenue; thence North parallel with the East line of Lot Numbered 16 Chesqua Heights Addition, 120 feet to an alley; thence East parallel with the North line of Indiana Avenue, 44 feet; thence South parallel with the said East line of Lot Numbered 16, 120 feet; thence West along the North line of Indiana Avenue, 44 feet to the place of beginning.

We respectfully request your support in rezoning the identified lots for residential use. We believe this collaborative effort will not only enhance educational outcomes for our students but also generate lasting benefits for families and neighborhoods throughout Elkhart.

Thank you for considering this proposal. We welcome the opportunity to meet and discuss how this project can contribute meaningfully to the future of our city.

Sincerely,

Brandon Eakins

Brandon Eakins
CTE Director
Elkhart Area Career Center



Redevelopment Commission Proposal Elkhart Area Career Center 2025-2026

Executive Summary: The overall project is for our second year (seniors) Building Trades career pathway course at the Elkhart Area Career Center. Jesse Tindle is the instructor with the aid of assistant Noel Rangel, both of which own their own construction businesses. We are writing to propose the rezoning of city lots in Elkhart for the construction of new homes, an initiative that aligns with both community growth and workforce development. As the Elkhart Area Career Center (EACC), we specialize in equipping students with hands-on skills in various construction trades, including carpentry, plumbing, electrical, and masonry. This proposed development offers a unique opportunity to combine the growth of our city with the training and empowerment of the next generation of skilled tradespeople. Our vision is to build quality, affordable housing on the available lots while providing our students with real-world experience by allowing them to work on actual projects, under the supervision of certified instructors and industry professionals. This hands-on approach will not only contribute to their education but will also strengthen the local construction workforce, directly benefiting the Elkhart community. The homes we propose to build will be sustainable, energy-efficient, and designed to fit seamlessly into the city's long-term vision. We believe this project will revitalize areas in need of development while offering affordable housing solutions for families and individuals. We respectfully request your support in rezoning these city lots for residential construction, and we look forward to discussing how this project can contribute to the future of Elkhart and its residents.

Project Description:

Project Basics:

- Offering price: around \$195,000-\$235,000 depending on the housing market at that time.
- Size/description: 2 bedroom, 1 bathroom single story cottage style home with the possibility of a basement whether finished or unfinished. Main floor is 864 sq ft. and the basement would be the same size. Depending, there is also potential for a 144 porch and a 12x22 detached garage. The building width is around 24' and depth is around 44' (including the porch).
- Potential uses: residential home, and looking to build one or possibly two if a second lot can be obtained with the same dimensions.
- Requested City Participation: Resolutions to transfer property to Elkhart Community Schools.
- Public/Private investment ratio: - I don't know what this is

Conceptual Design:

- A drawing from the South Bend Neighborhood Infill - Cottage Style scale drawing can be provided and materials being utilized can be provided after the initial review.

- Site Plan

- 1720 W Indiana Ave, Elkhart 46516 Lot- 3615 sqft
- 1425 W Indiana Ave, Elkhart 46515 Lot- Sqft Unknown
- Cottage House Build Option A&C - 1728 sqft
- Price to build excluding mechanicals & Utilities - 56523.00

Schedule:

Month 1 (October) – Pre-Construction & Site Prep

- **Week 1–2:**
 - Finalize architectural & engineering plans
 - Secure permits and approvals
 - Conduct soil tests
 - Finalize financing
 - **Week 3–4:**
 - Site clearing and grading
 - Temporary utilities installed (water/electric)
 - Stake foundation layout
-

Month 2 – Foundation

- **Week 1:**
 - Excavate for footings and foundation
 - **Week 2:**
 - Pour footings
 - Install underground plumbing and electrical
 - **Week 3–4:**
 - Pour foundation walls / slab
 - Waterproofing & backfill
 - Begin curing time
-

Month 3 – Framing

- **Week 1–4:**
 - Frame floors, walls, and roof structure
 - Install sheathing (walls and roof)
 - Window and exterior door installation
 - House wrap or weatherproofing
 - **End of month milestone:** Dry-in (structure protected from weather)
-

Month 4 – Mechanical, Electrical, Plumbing (MEP) Rough-ins

- **Week 1–2:**
 - HVAC ductwork and furnace install

- o Plumbing rough-ins
 - o Electrical wiring and panel
 - **Week 3–4:**
 - o Low-voltage systems (internet, security, etc.)
 - o Framing inspection
 - o MEP inspections
 - o Begin insulation prep
-

Month 5 – Insulation & Drywall

- **Week 1:**
 - o Install insulation (walls, attic, etc.)
 - o Insulation inspection
 - **Week 2–4:**
 - o Hang drywall
 - o Mud, tape, and texture
 - o Sanding and priming
-

Month 6 – Interior Finishes Begin

- **Week 1–2:**
 - o Interior painting
 - o Install interior doors, trim, baseboards
 - o Cabinet install (kitchen & bath)
 - **Week 3–4:**
 - o Begin flooring (tile, hardwood, LVP)
 - o Countertop measurements
 - o Light fixture & switch install prep
-

Month 7 – Final Finishes & Exterior

- **Week 1–2:**
 - o Countertops install
 - o Plumbing & electrical fixture installation
 - o Appliance install
 - **Week 3–4:**
 - o Exterior siding/painting completed
 - o Landscaping prep
 - o Finish flooring and touch-ups
-

Month 8 (May) – Final Wrap-Up & Inspections

- **Week 1–2:**
 - Final HVAC, electrical, plumbing inspections
 - Final building inspection
 - Finalize landscaping
- **Week 3:**
 - Punch list completion (touch-ups, fixes)
- **Week 4:**
 - Final clean
 - Certificate of Occupancy (CO) issued
 - Move-in ready

Cover Letter and Certifications:

All proposals must include a cover letter on company or organization letterhead indicating the company's interest in the project and certifying that the proposal is made on behalf of the company and that the signatory is an authorized representative.

Company Description: A brief description of the company, or organization, its history, structure, and experience with similar development projects should be included. If the proposal represents a partnership between two or more organizations, provide information on each organization and a description of the partnership arrangement.

Evidence of Financing Capacity: Include information necessary to demonstrate the company's/organization's ability to finance the construction and the installation of the site improvements required. This can be provided after initial review.

Contingencies: Provide any information about any conditions that must be satisfied before the project can proceed (zoning changes, tenant leases, environmental studies, soil remediation, utility work, public improvements, and market studies).

Special Conditions: Any special conditions or additional information regarding a specific project to be provided by the Redevelopment Commission will be attached to this document for inclusion or use in producing a proposal. Some examples of types of information to be provided include but are not limited to:

- Intended or preferred use
- Applicable design standards
- Density requirements or restrictions
- Size limitations or minimums
- Required implementation timetable

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING ASSIGNMENT
OF THE PARKWAY AT 17 DEVELOPMENT AGREEMENT

Whereas, The Commission has entered into An Economic Development Agreement dated November 14, 2023 (the “EDA”) with HP The Flats At Pine Creek, LLC (“HP”) as purchaser and developer for construction of a multi-family apartment complex on real estate off of CR 17 in the City of Elkhart (the “Real Estate”); and

Whereas, HP has requested City approval of its assignment of its duties and obligations under the EDA to Flats At Pine Creek SPE, LLC and additional time to complete construction of the improvements, and the parties have submitted the attached form of Assignment, Assumption and Amendment to Economic Development Agreement which sets forth the approval of the assignment and proposed extension of time for consideration and approval (the “Assignment”); and

Whereas, the Commission has reviewed the Assignment and believes it is in the best interest of the City and its inhabitants that the same be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the terms and conditions of the Assignment and extension of time to complete construction set forth therein.
2. The Officers of the Commission are hereby authorized to execute and deliver the Assignment, and do all acts, which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12TH
DAY OF AUGUST 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

ASSIGNMENT, ASSUMPTION, AND AMENDMENT TO ECONOMIC DEVELOPMENT
AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT TO ECONOMIC AGREEMENT (“**Agreement**”) is dated as of the 12th day of August, 2025, by and among HP The Flats At Pine Creek, LLC f/k/a HP Crossroads 41, LLC, an Indiana limited liability company (“**Assignor**”), Flats At Pine Creek SPE, LLC, a Delaware limited liability company (“**Assignee**”), the City of Elkhart Redevelopment Commission (the “**Redevelopment Commission**”), and the City of Elkhart, Indiana (the “**City**”).

RECITALS

WHEREAS, Assignor previously entered into a certain Economic Development Agreement dated as of November 14, 2023 (the “**EDA**”), with the City and Redevelopment Commission in connection with the construction and equipping of a multi-family apartment complex (the “**Project**”);

WHEREAS, in connection with the financing of the Project, Assignor has agreed to assign to Assignee all of Assignors’ right, title and interest in and to the EDA, and Assignee has agreed to assume all of the obligations and duties of Assignor under the EDA, as such are assigned and assumed herein.

WHEREAS, the parties hereto acknowledge that the execution of this Agreement evidences and confirms their agreement and consent to the transfer of any interest Assignor holds under the EDA, and the assumption by Assignee of all obligations of Assignor under the EDA, as assigned and assumed herein.

WHEREAS, the parties further desire to extend the time for completion of the Project to correspondent with the current construction timeline.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Assignment. Assignor does hereby grant, bargain, sell, assign, transfer and convey unto Assignee all of its right, title and interest in and to the EDA, subject to the rights of the City and Redevelopment Commission. Assignor agrees to execute and/or deliver such documentation as may be required by Assignee, the City, or Redevelopment Commission pursuant to the EDA to effect such assignment and transfer.
2. Assumption. Assignee hereby assumes and agrees to perform all of the obligations of Assignor as and when due under and pursuant to the EDA.
3. Consent of the City and Redevelopment Commission. To the extent required under the terms of the EDA, the City and Redevelopment Commission hereby consent to the assignment of the EDA by Assignor and the assumption of the EDA by Assignee on the terms herein provided.

4. No Defaults. Assignor hereby represents and warrants to Assignee that: (a) the EDA is in full force and effect in accordance with its terms; (b) there has not occurred an event of default under the EDA; and (c) it is not aware of any circumstance which, with the passage of time or the giving of notice, would constitute such an event of default.

5. Indemnification.

(a) Assignee shall indemnify and hold harmless Assignor against any and all loss, liability, claim, damage and expense whatsoever, including attorneys' fees and expenses, brought about by any act or omission on the part of Assignee under the EDA first occurring after the date of this Agreement.

(b) Assignor shall indemnify and hold harmless Assignee against any and all loss, liability, claim, damage and expense whatsoever, including attorneys' fees and expenses, brought about by any act or omission on the part of Assignor under the EDA occurring on or before the date of this Agreement.

6. Amendment of Completion Date. The Completion Date, as defined in Section 3(a) of the EDA, is hereby amended to _____.

7. Agreements Confirmed. Except as assigned, assumed, and amended by this Agreement, all of the provisions of the EDA shall remain in full force and effect.

8. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Indiana (without regard to its provisions on choice-of-law or conflicts-of-law).

9. Further Assurances. Assignor and Assignee at all times and from time-to-time hereafter, and upon every reasonable written request to do so, shall make, do, execute and deliver, or cause to be delivered, all such further assurances and things as may be required in order to further implement and carry out the intent and meaning of this Agreement.

10. Counterparts. This Agreement may be executed in counterparts, by Electronic Means (as defined below), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument, notwithstanding that all the parties have not signed the original or the same counterpart. Any counterpart hereof signed by the party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof. Moreover, the parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) ("Electronic Means"), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement to be effective as of the date first set forth herein above.

CITY OF ELKHART, INDIANA

By: _____
Rod Roberson, Mayor

CITY OF ELKHART REDEVELOPMENT COMMISSION

By: _____
Sandra Schreiber, President

**HP THE FLATS AT PINE CREEK, LLC F/K/A
HP CROSSROADS 41, LLC**

By: _____
Name: _____
Title: _____

FLATS AT PINE CREEK SPE, LLC

By: _____
Name: _____
Title: _____

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF
CONSULTANT TO PROVIDE CONCEPTUAL DESIGN SERVICES ON
COURTHOUSE BLOCK AND APPROPRIATING FUNDS

Whereas, The Commission has received and reviewed the attached Agreement for Professional Services to be performed by Moule & Polyzoides (“M&P”) to provide conceptual architectural and urban design services and program yield study for the Courthouse Block bordering on 2nd and 3rd and High and Franklin Streets, at a fee of \$100,000, plus \$10,000 for aerial perspective renderings, all as more fully described in the Agreement (the “Services”); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of M&P at the hourly rate of _____ at a fee not to exceed \$110,000.00 to perform the Services.
2. The Commission approves the form of Agreement for Services attached hereto and authorizes its execution.
3. The Commission appropriates the sum of \$55,000.00 from the Downtown Allocation Area No. 1 Special Fund and \$55,000.00 from the Cassopolis Street Corridor Allocation Area Special Fund to cover the cost of the Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 12th DAY OF
AUGUST 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

CITY OF ELKHART, INDIANA
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES
(Edition 2020)

THIS IS AN AGREEMENT effective as of August 13, 2025 (“Effective Date”)

between the City of Elkhart, Indiana, acting by and through its Board of Public Works

(“City”) and Moule and Polyzoides, Architects and Urbanists (“Consultant”).

For the following Project: (“Project”).
Conceptual architectural design and yield feasibility study for the county courthouse block and Surroundings in downtown Elkhart, Indiana

City and Consultant agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

- A. Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – CITY’S RESPONSIBILITIES

2.01 General

- A. City shall pay Consultant as set forth in Exhibit A.

B. City shall make available to Consultant reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Consultant may rely upon said documents without independent verification unless advised by the City that verification may be needed.

ARTICLE 3 –SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Consultant's fees as set forth in this Agreement are conditioned upon the completion of all Documents by October 15, 2025.

B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, shall be extended for the period of such delay or City shall authorize Consultant to work overtime to make up such lost time, and Consultant's compensation shall be adjusted equitably.

C. If, through no fault of City, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services are impaired, or Consultant's services are delayed by reason of any error, inconsistency or omission of Consultant, Consultant shall compensate City for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages exceed ten percent (10%), in the aggregate of Consultant's compensation. In addition, Consultant shall provide all necessary services at its own cost, including any overtime costs and expenses, required to make up time lost to City because of such delay.

D. If City authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be mutually agreed upon by the parties.

E. City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

A. *Preparation and Submittal of Invoices.* Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to City. Consultant shall submit its invoices to City no more than once per month along with reasonable supporting detail. City shall pay approved amounts no later than 40 days after receipt or as City's standard practices allow.

4.02 Payments

A. Should Consultant or its consultants fail to perform or otherwise be in default under the terms of this Agreement, City shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the City from any

loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

B. Consultant's expense records shall be maintained in accordance with generally acceptable accounting principles and shall be available to City at mutually convenient times for all services to be compensated on the basis of actual cost.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 Standards of Performance

A. The standard of care for all professional Consultants and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible to City for the costs of any errors or omissions of the Consultant or of consultants retained by Consultant.

B. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information.

C. Consultant and City shall comply with applicable Laws and Regulations. Consultant shall comply with City-mandated standards that City has provided to Consultant in writing.

ARTICLE 6 – USE OF DOCUMENTS

6.01 Use of Documents

A. Upon the making of final payment to Consultant, City shall receive ownership of the property rights of all of the documents prepared, provided or procured by Consultant. All documents prepared, provided or procured by Consultant shall be distributed to City. All documents, whether printed or electronic media format, shall be provided to City at any time upon the City's request. If this Agreement is terminated, City shall receive ownership of the property rights of the documents upon payment for all services rendered according to this Agreement, at which time, City shall have the right to use, to reproduce, and to make derivative works of the documents.

B. City may use, reproduce or make derivative works from the documents other projects without the prior authorization of Consultant.

C. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or

derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

D. The Consultant may not use the information gathered or the Documents created for this Project at the City's expense without the written consent of the City.

6.02 *Insurance*

A. Before commencing its services and as a condition of payment, Consultant shall procure and maintain professional liability insurance as set forth in Exhibit D, which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Consultant or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable.

B. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Consultant for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Consultant. The deductible shall be paid by Consultant.

C. Consultant shall deliver to City a copy of its Professional Liability policy. Such policy shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement. No policy shall be cancelled or modified without thirty (30) days prior written notice to City. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Consultant and its Professional Liability insurance carrier shall notify City within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. City shall have the right to notify directly Consultant's Professional Liability insurance carrier of a claim against the policy.

6.03 *Suspension and Termination*

A. *Suspension.*

1. By City: City may suspend the Project upon seven days written notice to Consultant.

2. By Consultant: If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to City, suspend services under this Agreement.

B. *Termination.*

1. The obligation to provide further services under this Agreement may be terminated for cause, by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

2. The obligation to provide further services under this Agreement may be terminated by Consultant upon seven days written notice if City demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or upon seven days written notice if the Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

3. The obligation to provide further services under this Agreement may be terminated for convenience, by City effective upon Consultant's receipt of notice from City.

C. Effective Date of Termination. The terminating party under Paragraph 6.03B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to demobilize personnel, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments upon Termination. In the event of any termination under Paragraph 6.03, Consultant will be entitled to invoice City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

E. Delivery of Project Materials to City. Prior to the effective date of termination, the Consultant will deliver to City copies of all completed documents and other Project materials for which City has compensated Consultant.

6.05 *Controlling Law*

A. This Agreement shall be governed by the law of the State of Indiana.

6.06 *Successors, Assigns, and Beneficiaries*

A. City and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of City and Consultant (and to the extent permitted by Paragraph 6.06B the assigns of City and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Consultant to any other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

6.07 Dispute Resolution

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

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

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

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

6.08 Indemnification by Consultant

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, and City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, Consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or Consultants.

ARTICLE 7 – CONFLICT OF INTEREST

7.01 Conflict of Interest

A. The Consultant acknowledges and agrees that it does not have a current conflict of interest with the City and will not have a conflict of interest with the City during the term of this Agreement, regardless of whether that conflict of interest is real or perceived.

B. The City, in its sole discretion, may waive a conflict of interest if the Consultant notifies the City of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.

C. If the Consultant fails to disclose a conflict of interest before the effective date of this Agreement, the City may terminate this Agreement.

D. If the Consultant disputes the determination of the City's designated representative that the Consultant has a conflict of interest, the Consultant may appeal the designated representative's determination to the Board of Public Works. The Board of Public Work's decision on the matter shall be final.

7.02 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of final payment.

F. The provisions of this Agreement shall be construed according to the laws of the State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

ARTICLE 8 – E-VERIFY REQUIREMENT

8.01 Terms

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

8.02 *Enrollment and Participation*

A. Pursuant to I.C. § 22-5-1.7 *et seq.*, Consultant shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

B. Consultant shall provide City with documentation that it is enrolled and participating in the E-Verify program.

8.03 *Affidavit*

A. Consultant is required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-verify program, and (ii) it does not knowingly employ any unauthorized aliens.

B. This Agreement shall not take effect until said affidavit is signed by Consultant and delivered to City along with the documentation of the E-Verify program enrollment and participation.

8.04 *Subcontractors*

A. Should Consultant subcontract for the performance of any work under this Agreement, the Consultant shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-verify program.

B. Consultant shall maintain a copy of such certification for the duration of the term of any subcontract.

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

8.05 *Employment of Unauthorized Aliens*

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

B. Should the Consultant or any subcontractor of Consultant fail to terminate the employment of, or contract with, the unauthorized alien within thirty (30) days, City has the right to terminate this Agreement without consequence.

8.06 *When E-Verify is not Required*

A. The E-Verify program requirements of this Agreement will not apply should the E-Verify program cease to exist.

ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS

9.01 Exhibits Included

- A. Exhibit A, “Consultant’s Services,” consisting of five (5) page(s) dated July 21, 2025.
- B. Exhibit B, “Insurance,” consisting of eight (8) pages.
- C. Exhibit C, “Affidavit of E-Verify Enrollment and Participation” consisting of one (1) page.
- D. Exhibit D, “Certification Statement Regarding Investments in Iran,” consisting of one (1) page.
- E. Exhibit E, “Title VI Notice,” consisting of two (2) pages.

9.02 Total Agreement

A. This Agreement constitutes the entire agreement between City and Consultant for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument.

9.03 Designated Representatives

A. With the execution of this Agreement, Consultant and City shall designate specific individuals to act as Consultant’s and City’s representatives with respect to the services to be performed or furnished by Consultant and responsibilities of City under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

9.04 Suspension and Debarment

A. Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state department or agency. Consultant will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state department or agency. Necessary certification forms shall be provided by the City.

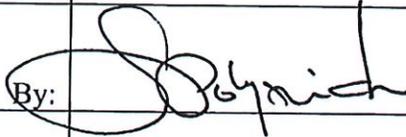
9.05 Investments in Iran

A. The Consultant shall sign a certification statement regarding investments in Iran, and said statement is incorporated herein.

9.06 *Title VI Notice*

A. The Consultant shall sign an acceptance certification statement regarding Title VI notification and compliance with the City of Elkhart's Title VI Policy during the duration of this agreement, and said statement is incorporated herein.

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

CITY: City of Elkhart, Indiana, acting by and through its Board of Public Works		CONSULTANT:	
By:		By:	
Title:		Title:	PARTNER
Date Signed:		Date Signed:	AUG 1 . 2025
Attest:		Consultant License or Certification No.:	NCARB # 91505 C22168 - CALIFORNIA
Clerk		State of:	INDIANA PENDING
Address for giving notices:		Address for giving notices:	
Elkhart City Board of Public Works		MOULI & POLYZOIDES	
229 S. Second Street		180 E CALIFORNIA BWP	
Elkhart, Indiana 46516		PASADENA, CA 91105	

Designated Representative:		Designated Representative:	
		STEFANOS POLYZOIDES	
Title:		Title:	PARTNER
Phone Number:		Phone Number:	626 278 3901
Facsimile Number:		Facsimile Number:	-
E-Mail Address:		E-Mail Address:	spolyzoides@uparchitects.com

This is **EXHIBIT A**, consisting of five pages, referred to in and part of the
Agreement between City and Consultant for Professional Services

Consultant's Services

Moule & Polyzoides

ARCHITECTS & URBANISTS

August 4, 2025

Mike Huber,
Director of Development Services
City of Elkhart,
Elkhart, IN, 46516

Via email: Huber, Michael <mike.huber@coei.org>

Re: A Conceptual Architectural Design & Yield Feasibility Study for the Courthouse Block and Surroundings in Downtown Elkhart, Indiana

Dear Mr. Huber,

The following is a proposal to provide conceptual architectural and urban design services and a program yield study for the sites included in the map of properties below, controlled by the City of Elkhart in its Downtown. The project is centered upon the courthouse block (light blue below) and is defined by 2nd and 3d, High and Franklin Streets.



1. Project Understanding

We understand from various recent conversations, that the purpose of this service will be to study the development potential of each one of the above- mentioned sites, based on the

180 EAST CALIFORNIA BOULEVARD at Picher Alley PASADENA, CALIFORNIA 91105

phone (626) 844-2400 email info@mparchitects.com web mparchitects.com

recommendations offered in the recent Downtown Elkhart Master plan and following upon the advice of an economic consultant to be separately hired by the City. Our work will deliver the uses, massing, height, pedestrian and vehicular circulation, unit type and distribution, private open space, parking appropriate for each site and the conceptual drawings describing each potential project. This information will also enable us to generate credible development yields for each site and a grand total of buildable space within the project area. All of these to be used as development program and form targets on RFPs to be issued on these sites by the City of Elkhart later.

We understand that the purpose of this exercise is to also vision the proper architectural relationships between existing and proposed buildings, in the interest of generating an image- and place- compatible, mixed use, walkable and vibrant urban environment. We will assume that the development of the project sites will be governed by the proposed new DT Elkhart zoning code.

2. Preliminary Program

The program will be defined iteratively through this design process, based on the following ingredients:

Residential: An average of 1,000 sf per unit to be included in every housing project. Various housing types and densities to be tested as part of each alternative being proposed.

Retail: To be accommodated into the ground floors of buildings as decided during the process of programming and design.

Open Space: Particular attention to be paid to the walkability, sidewalk and in- block appeal of the entire project. Garden space per residential project to be included as appropriate per type.

Parking: To be accommodated in a parking garage that serves residential development on the project blocks and also surrounding parcels. Depending on the building types, individual projects could be parked in surface lots or garages. Parking standards per use will be derived per the City of Elkhart latest DT form- based code.

3 Scope of Work:

Our Scope of Work will be divided into three phases:

A. The Research, Discovery & Analysis phase will consist of studies that establish the history of the site; explore existing conditions and constraints; engage in a site analysis that includes the inclusion of issues outlined in the recent DT Masterplan; public and private improvements and plans that have materialized since its completion; study alternative zoning code by right development options; present and analyze comparable placemaking precedents for programs and architectural types. Produce base drawings and a base model for further use during the execution of the project.

1 week

B. The Programming and Project Alternatives phase will entail the definition of various site planning strategies, based on a range of building types, uses and development yields for all proposed sites.

3 weeks

C. The Conceptual Design phase will be focused on the study of a preferred project configuration, through conceptual site plans, plans, sections and massing in electronic modeling form. Elevations will be also produced in sketch form for limited portions of buildings. In enough detail, to convey the image of buildings to be included as necessary in aerial perspectives. A project development yield will also be produced, to include square footages per building and per use.

4 weeks

Final Presentation drawings will illustrate the resolution of the key project issues relative to: site planning, building design, multi modal circulation, streetscape, service access and parking issues. We will oversee the preparation of two aerial perspectives by a renderer that best illustrate the ensemble of a preferred development in place.

4. Work Products

The Conceptual Plan for the entire project will be delivered in its final form to best describe our ideas and recommendations. It will include the following:

- Site Context Photos and Building Precedents- A presentation of site and building type and character and style to inform the architectural design of the project.
- Program- A concise, Conceptual development ROM program to include housing, mixed use, and specialty commercial and educational uses along with site development and parking.
- Illustrative Overall Plan- A drawing in ground floor plan that illustrates an integrated future project form based on the interface between buildings, open space, landscape, and streets.
- Open Space & Landscape Plan- Proposed project-wide figure of internal block space, in combination with the streetscape soon to be under construction in this area.
- Buildings- Proposed building types on all sites described in plan and section. Drawings to be delivered in CAD and hand- drawn sketches.
- Digital Model- A volumetric representation of future buildings in basic rough massing (not detailed architectural) form.
- Parking and Mobility- Diagrams that describe pedestrian and vehicular circulation and parking arrangements for the project site.
- Project Yield- The total ROM development square footage and its breakdown by building and by use.

5. Schedule & Fees

This service will commence on August 1, 2025 and will be completed within 45 to 60 days. The total fee for the services described to be provided by Moule & Polyzoides will be \$100,000, plus an allowance of \$10,000 to produce two (2) colored aerial perspective renderings by Ian Espinosa, an independent contractor.

Fees will be paid according to the following schedule: An initial payment of \$20,000 will be due upon the signing of the contract. The rest of the fee will be invoiced when the project is complete.

Invoices will be paid within 30 days of submission and will bear an interest rate of 1% monthly past 30 days.

Reimbursable expenses will be in addition, and will include the costs of transportation, delivery, process printing and other costs incurred by the Consultant Team in its service on this project. Expenses will be billed by M&P to Client at a multiplier of 1.15 to cover administrative and processing costs.

6. Client Responsibilities

- Delivering all available information on the sites in question and their existing buildings, including a survey, if available, information re: easements and other existing constraints.
- Establishing the initial direction re: the development of the project and promptly communicating changes in strategy, if any.
- Enabling a close collaboration between the design team and the economic consultant to determine viable and desirable alternative programs and also to help decide the final one.
- Bi- monthly meeting attendance to assess the progress of the work.

7. Additional Services

Should the Client request Moule & Polyzoides to provide Additional Services in addition to those set forth in the above Scope of Work, Moule & Polyzoides will prepare a scope, schedule, and budget for providing such services for approval by the Client. All such services would be paid on a time and materials basis with the professional fee compensation to be billed according to the schedule of the 2025 hourly rates for our firm:

Partner	\$350
Principal	\$290
Associate	\$250
Project Manager	\$210
Senior Designer	\$190

8. Notices

All notices or other communications which may be given pursuant to the Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of the actual receipt, whichever is earlier.

Client:
Mike Huber
City of Elkhart
229 S 2nd St
Elkhart, IN, 46516

Architect/Urbanist:
Stefanos Polyzoides
Moule & Polyzoides
180 East California Blvd
Pasadena, CA 91105

mike.huber@coei.org

polyzoides@mparchitects.com

Please feel free to contact me with any questions. We look forward to working with you on this project and will begin upon receipt of your order to proceed and receipt of Initial Payment.

A handwritten signature in black ink, appearing to read 'S Polyzoides'. The signature is fluid and cursive, with the first letter 'S' being particularly large and stylized.

Stefanos Polyzoides Architect

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

Insurance

Insurance

A. The limits of liability for the insurance required by paragraph 6.02 of the Agreement for Consultant are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a. Each Accident	\$1,000,000
b. Disease, Policy Limit:	\$1,000,000
c. Disease, Each Employee:	\$1,000,000
3. Commercial General Liability --	
a. Each Occurrence:	\$1,000,000
b. General Aggregate:	\$2,000,000
c. Products/Completed Operations:	\$1,000,000
d. Personal and Advertising	\$1,000,000
e. Contractual Liability--	
Each Occurrence:	\$1,000,000
General Aggregate	\$2,000,000
4. Contractual Liability--	
a. Each Occurrence:	\$1,000,000
b. General Aggregate	\$2,000,000
5. Excess Umbrella Liability --	
a. Each Occurrence:	\$5,000,000
b. General Aggregate:	\$5,000,000
6. Business Automobile Liability --	
a. Bodily Injury –Each Accident:	\$1,000,000
b. Property Damage –Each Accident:	\$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	\$1,000,000
b. Annual Aggregate:	\$1,000,000

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between City and Consultant for Professional Services**

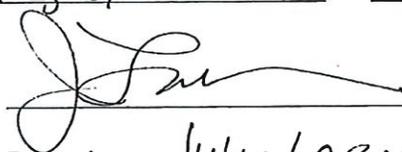
AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, Julie Larson, being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Moule + Polyzoides ("Consultant") in the position of Office Administrator
3. I am familiar with the employment policies, practices, and procedures of Consultant and have the authority to act on behalf of the Consultant.
4. Consultant is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "A" and incorporated herein.
5. Consultant does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Consultant does not currently employ any unauthorized aliens.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

EXECUTED on the 4th day of August, 2025



Printed: Julie Larson

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

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, STEFANOS POYTAVIDES, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

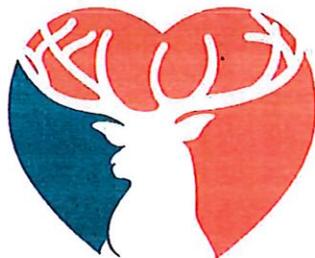
EXECUTED THIS 1 DAY OF AUGUST, 2015.

Printed: _____



STEFANOS POYTAVIDES

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between City and Consultant for Professional Services**



City of Elkhart, Indiana
the city with a heart

Title VI Notice

Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is:

Title VI Coordinator
City of Elkhart
229 S 2nd Street
Elkhart, Indiana 46516

Voice: (574) 294-5471
Fax: (574) 293-7658
TDD: (574) 389-0198
Email: titlevicoordinator@coel.org

Acceptance by Consultant

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


Signed

STEFANOS POYZAIDES
Printed Name

1 AUGUST 2025
Dated

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

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

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF
ELKHART, INDIANA, GRANTING ACCESS TO REAL ESTATE AT 138-4
WOODLAND CROSSING

WHEREAS, The Commission has received a request from Great Lakes Mennonite Thrift, Inc. for right of access over and upon a portion of the Commission's property at 138-4 Woodland Crossing Shopping Center to store inventory and personal property; and

WHEREAS, the Commission has reviewed the attached Access Agreement (the "Agreement"), finds it to be in proper form, and desires to authorize its execution and delivery.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the request for access to its property designated on the attached Agreement for the period and on the terms stated therein.
2. The Commission approves the form and terms of the Agreement and authorizes its President, and other officers in her absence, to execute and deliver the Agreement.
3. The Officers of the Commission are hereby authorized do all acts which they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12TH
DAY OF AUGUST, 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

ACCESS AGREEMENT

(138-4 Woodland Crossing)

This Agreement is made by the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, (“City”) and Great Lakes Mennonite Thrift, Inc. d/b/a Thrift @ Woodland Crossing (“Thrift”) effective as of September 1, 2025.

WHEREAS, Thrift has asked to use the vacant space at the back of space 138-4 in Woodland Crossing Shopping Center (the “Property”) for temporary inventory storage for a 6 month period; and

WHEREAS, City agrees to allow Thrift access to the Property, at no charge, for the sole purpose of storing its inventory and personal property for a period of 6 months from the date hereon, or less in the event the City finds a Tenant for the Property, on the following terms.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties agree as follows:

1. The City grants Thrift the right to access the Property through February 28, 2026, to store its inventory and personal property, all at Thrift’s sole cost and expense. Any personal property left on site after February 28, 2026, shall be deemed of no value and may be removed and trashed or destroyed by the City as part of its demolition process or otherwise.
2. Thrift will pay all costs of utilities for the Property, including gas, electric, sewer and water, during its period of access.
3. Thrift and its agents will not cause any permanent damage to the Property nor leave any materials or debris on the Property during its period of access, and will leave it in a clean and sightly condition at the expiration of the access period.
4. Thrift agrees that it will vacate the Property and remove its inventory and personal property therefrom within 10 days of receipt of written notice from the City that the Property has been leased to a third party.
5. Thrift will provide City proof of public liability and property damage insurance coverage, both in amounts deemed adequate by City to cover any risks to persons and property associated with Thrift’s access to the Property. Thrift shall name City as an additional insured on all such insurance policies. Thrift agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from its access to the Property and the actions of Thrift and its agents thereon.
6. Thrift will abide by all applicable laws and regulations applicable to the use of the Property, and will maintain the Property in a clean and sightly condition during the access period, which includes debris and trash removal.

7. This Agreement shall be construed in accordance with the laws of the State of Indiana, and may only be amended in a writing signed by both parties.

IN WITNESS WHEREOF, the parties executed this Agreement as of the date above set forth.

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

Great Lakes Mennonite Thrift, Inc.

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

By: _____
James Yoder, Board Chairperson
Great Lakes Mennonite Thrift, Inc.

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

Warrick & Boyn

July 2025

Invoice

Total Current

Work

\$29,773.54



City of Elkhart

City of Elkhart

Treasurers Report Summary

Date Range: 01/01/2025 - 06/30/2025

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	60,166.62	4,671.49	2,092.08	0.00	0.00	62,746.03	62,746.03	0.00
4445 - TIF DOWNTOWN ALLOCATION	6,011,471.42	1,794,157.46	1,284,321.64	0.00	4,595.00	6,516,412.24	6,516,412.24	0.00
4446 - TIF ALLOCATION PIERRE MOR	0.00	101,060.32	101,060.32	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	0.00	851,778.61	851,778.61	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	2,533,485.49	326,662.30	7,696.91	0.00	500.00	2,851,950.88	2,851,950.88	0.00
4449 - TIF ALLOCATION STERLING E	0.00	239,693.02	239,693.02	0.00	0.00	0.00	0.00	0.00
4450 - TIF ALLOCATION CASS ST AR	14,568,408.12	2,433,012.96	2,126,449.21	0.00	337,988.86	14,536,983.01	14,536,983.01	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,121,149.52	148,009.24	10,247.98	0.00	700.00	1,258,210.78	1,258,210.78	0.00
4452 - TIF ALLOCATION S.MAIN GAT	0.00	144,202.24	144,202.24	0.00	0.00	0.00	0.00	0.00
4453 - TIF CONSOLIDATED S ALLOCA	5,115,209.67	1,366,987.64	615,689.41	0.00	3,830.00	5,862,677.90	5,862,677.90	0.00
4692 - TIF DOWNTOWN CAPITAL	68,478.32	0.00	0.00	0.00	0.00	68,478.32	68,478.32	0.00
Report Total:	29,478,069.16	7,410,235.28	5,383,231.42	0.00	347,613.86	31,157,459.16	31,157,459.16	0.00