

City of Elkhart

Redevelopment Commission

AMENDED

**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, MAY 9, 2023 at 4:00 P.M.**

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

To join, go

<https://coei.webex.com/coei/j.php?MTID=mfbe04f1074df8e3ea16ea2b4009d6005>

enter **2315 003 0452** as the event number and **"RDC5"** as the event password.

To join by phone, call **1-415-655-0001**, enter **2315 003 0452 ##**

*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

- April 11, 2023 Regular Meeting Minutes

3. New Business

a) Open Bids

b) Annual Presentation on Taxing Units

- 2024 Budget Year Determination for TIF Revenues

c) Enviroforensics – Former G&W Industrial – VRIP

- Approve employment of Enviroforensics to perform additional VRIP Plan Site investigation for the G&W site
- Appropriate \$43,058.00 from Consolidated South Elkhart Economic Development/Redevelopment TIF Area Special Fund to cover the cost of VRIP services.

d) Appraisals on Parcel North of 1701 Sterling

- Appropriate funds to pay for appraisals on parcel North of 1701 Sterling

e) Garfield Parcel Proposal

- Collin Applewhite Summary of Purchase Request

f) Roundhouse Clearance Overage

- Approve Change Order for Cross Excavating to install silt fencing at 613 Dr. King Drive.
- Appropriate \$5039.42 from Downtown Allocation Area No. 1 Special Fund to cover the cost of the services.

g) Storm Water Pollution Prevention Plan (SWPPP) for Roundhouse and 1101 E. Beardsley

- Approve contract with Metric Environmental, LLC to perform SWPPP services on Roundhouse and 1101 E. Beardsley.
- Appropriate \$9720 from the Foundry Settlement Special Fund to cover the cost of these services.

h) 209 North Second Street - Lacasa

- Approve transfer of real estate and purchase & development agreement with Lacasa of Goshen, Inc. for 209 N. Second Street.
- Appropriate \$226,000 from the Community Development Block Grant Fund to be applied to the cost of the Lacasa Real Estate Improvements for 209 North Second Street.

i) CDBG Fair Housing Contract-Kemple Fair Housing Consulting Services, LLC

- Approve the employment of Kemple Fair Housing Consulting Services, LLC to provide technical assistance on CDBG Fair Housing Programs and appropriate \$18,000 from Community Development Block Grant Program Special Fund to cover the services.

j) 1101 E. Beardsley Demolition

- Awarding Bid

k) Approve invoices for LaBour Pump Deposition Costs and Appropriate Funds for Payment

- Approve Veritext invoice #6415016 for \$1712.15 and Veritext invoice #6417450 for \$662.50
- Appropriate \$2374.65 from Consolidated South Elkhart Economic Development/Redevelopment Area TIF Special Fund to pay the invoices.

l) G&W Expert Witness Report

- Approve August Mack employment to prepare expert witness report.
- Appropriate \$41,600 from Consolidated South Elkhart Economic Development/Redevelopment Area TIF Special Fund to cover the cost of the service.

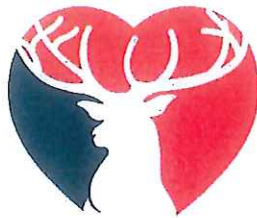
4. Staff Updates

5. Other Business

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

9. Public Comment

10. Adjournment



City of Elkhart
Redevelopment Commission

REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, April 11, 2023
4:00 p.m.

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

PRESENT BY WEBEX: Chris Pottratz

CALL TO ORDER

This meeting was held in-person, telephonically and virtually through WEBEX. Mrs. Schreiber called the meeting to order at 4:00 pm.

AMENDMENT OF APRIL 11, 2023 AGENDA

Mrs. Schreiber asked for a motion to amend the April 11, 2023 Agenda by removing item F, CDBG Fair Housing Contract-Kemple Fair Housing Consulting Services, LLC from the agenda. Moved by Mr. Steffen. Seconded by Mr. Roberts. Voice vote. All in favor, motion approved.

APPROVAL OF MARCH 14, 2023 REGULAR MEETING MINUTES

Mrs. Schreiber asked for a motion to approve the March 14, 2023 Regular Meeting Minutes. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote. All in favor, minutes approved.

NEW BUSINESS

A. OPEN OFFERS

Mr. Adam Fann addressed the commission stating there are no bids to open.

B. SOUTH MAIN PARCEL OFFERING

Mr. Adam Fann addressed the commission and answered their questions. Mrs. Schreiber asked for a motion to authorize the offer of real estate for sale under 36-7-14-22 address/offering price for 729 South Main /\$1000, 733 South Main / \$1000, 739 South Main / \$2000 and a parcel on St. Joe with no address / \$1000. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote. All in favor. Motion approved.

C. RIVER DISTRICT PLANS FOR ZONE 1

Mr. Mike Huber addressed the commission and answered their questions. Mrs. Schreiber asked for a motion to approve the amendment to the EOZ Business, LLC Development Agreement to extend the current agreement to July 31, 2023 to submit a revised development plan and any proposed amendments to the development agreement that are in order. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.

D. ART WALK

Mr. Mike Huber addressed the commission, gave an overview of Premier Arts request for 2023 Art Walk and introduced Craig Gibson from Premier Arts. Mr. Gibson addressed the commission, gave an overview of their plan for 2023 and answered questions. Michelle Frank from the Lerner Theatre addressed the commission, answered questions and presented on the Lerner's participation in 2023 Art Walk. Ms. Stephanie Kroll from SKPR Media addressed the commission on plans for the 2023 Art Walk and answered questions. Mr. Steffen made a motion to approve \$28,000 for the 2023 Art Walk. Seconded by Ms. Harris. Mr. Roberts suggested that the commission consider funding the full request of \$50,000. Mr. Steffen made a motion to amend the previous motion and approve \$50,000 for 2023 Art Walk. Seconded by Mr. Holtz. Roll call vote, 2 in favor, 3 opposed. Motion failed. Mr. Roberts made a motion to approve \$44,000 for Art Walk 2023. Mr. Steffen amended with \$6000 for the Merchants Programing Support returned to the Redevelopment Commission if not used. Motion was moved by Mr. Roberts. Seconded by Mr. Holtz. Roll call vote, all in favor, motion approved.

E. CDBG PY2023 DRAFT ANNUAL PLAN – PUBLIC COMMENT

Ms. Mary Kaczka addressed the commission and answered their questions. Ms. Schreiber asked for public comment. Mr. Thomas Kulesia II attended for public comment on the CDBG PY2023 Draft Annual Plan. Mr. Kulesia presented several ideas (below) on how he would like CDBG funds to be used to reach more households.

- Create a paint voucher program where CDBG could collaborate with a paint corporation to provide a voucher for \$10 off per gallon for quality paint the homeowners could use to paint their house and improve the beauty of neighborhoods.
- Invest in small startup businesses involving young professionals/college students. Provide guidance to start a small business to service the community through the needs we have. An example Mr. Kulesia gave was a startup business for power washing business awnings in downtown Elkhart.
- Work with Parks Department and the City Nursery to create community vegetable gardens in neighborhoods, provide access to budget start seedlings, landscaping plants, trees, and shrubs individuals can plant to beautify the neighborhood and create a buffer between neighboring houses.

Commissioner Roberts thanked Mr. Kulesia for coming and presenting his ideas.

Commissioner Harris suggested Mr. Kulesia connect with Mary Kaczka, Assistant Director of Economic Development, and share a written proposal of his ideas.

Mr. Mike Huber, Director of Development Services, also thanked Mr. Kulesia for his feedback. Mike reminded everyone that we are currently finishing the third year of the five year consolidated CDBG Action Plan. The consolidated plan sets the overall priorities and goals for all five years. We do have to follow the criteria laid out by the CDBG on how these funds can be used. We have a housing shortage in the community and the CDBG has used these funds to help families stay in their homes by replacing roofs, installing new furnaces, fixing crumbling foundations, installing new windows etc.

STAFF UPDATES

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

- **1918 Markle** – Tank is in the process of being removed.
- **1045 South Main** – Kerimeda has been out doing some borings.
- **State Road 19 improvements** – We should be seeing an appropriation in May.

OTHER BUSINESS

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for \$30,602.60.

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$30,602.60. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

Adam will email the commissioners the February 2023 TIF Report.

PUBLIC COMMENT

No public was present to address the Commission for public comment.

ADJOURNMENT

There being no further discussion, Mrs. Schreiber 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 5:12 p.m. Next meeting is on Tuesday, May 9, 2023 at 4:00 p.m. in Council Chambers.

SANDRA SCHREIBER, PRESIDENT

RESOLUTION NO. 23-R-024

**Resolution of the City of Elkhart Redevelopment Commission
2024 Budget Year Determination for TIF Revenues**

WHEREAS, the City of Elkhart Redevelopment Commission (the "Commission"), has previously established the Aeroplex, Cassopolis Street, Consolidated South Elkhart, Downtown Area 1, 2 and 3, and Technology Park Allocation Areas ("TIF Allocation Area") for purposes of capturing tax increment revenues pursuant to Indiana Code 36-7-14-39 [and Indiana Code 36-7-14-39.3] (the "TIF Revenues").

WHEREAS, pursuant to Indiana Code 36-7-14-39 and 50 IAC 8-2-4, the Commission is required to make a determination on TIF Revenues and notify overlapping taxing units as well as the county auditor and the fiscal body of the city, town or county that created the Commission.

WHEREAS, with respect to the TIF Allocation Area, for budget year 2024, the Commission has determined the amount of the TIF Revenues projected to be collected in 2024 as well as the amount of TIF Revenues needed in 2024 to meet the Commission's outstanding debt service or lease payment obligations, to pay for projects that are located in or directly serve or benefit the TIF Allocation Area, and to meet other purposes permitted by Indiana Code 36-7-14-39(b)(3), as set forth in the TIF DISTRICT WORKSHEET attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the City of Elkhart Redevelopment Commission as follows: the Commission has determined that (a) all potential captured assessment (as defined in 50 IAC 8-1-16) with respect to the TIF Allocation Area applicable to budget year 2024 shall be captured assessment (as defined in 50 IAC 8-1-10), (b) there is no excess assessed value that may be allocated to the respective taxing units prescribed in IC 36-7-14-39, and (c) overlapping taxing units as well as the Elkhart County Auditor and also the Elkhart Common Council will be notified by sending **Exhibit A** via Certified Mail Return Receipt Requested or Hand Delivery with written confirmation of receipt.

ADOPTED and APPROVED at a meeting of the City of Elkhart Redevelopment Commission held on the 9th day of May 2023.

CITY OF ELKHART
REDEVELOPMENT COMMISSION

Sandra Schreiber, President

ATTEST:

Alex Holtz, Secretary

A. Name of TIF District:	AeroPlex
B. TIF Revenues Expected to be Collected in 2024 (estimate):	\$351,162
C. Projected Expenditures in 2023:	\$0
1. Bond principal and interest:	\$0
2. Lease payments:	\$0
3. Other Expenditures:	
a. Personnel/Project Management	\$22,500
b. Professional Services	
I. Legal	\$25,000
II. Environmental	\$25,000
III. Planning and Engineering	\$75,000
c. Infrastructure	\$500,000
4. Total Projected Expenditures	\$647,500
5. Percentage:	54%
6. If the percentage in Item 5 is greater than 200%, does the Redevelopment Commission propose to pass through to underlying taxing units part or all of the portion of the captured assessed value generating the excess 2024 TIF revenues over 200%?	
2023 Project(s) Identified:	Roadway Improvements, Fiber Extension, Hangar Construction
NO: X	
YES:	

A. Name of TIF District:	Cassopolis
B. TIF Revenues Expected to be Collected in 2024 (estimate):	\$3,350,114
C. Projected Expenditures in 2023:	\$0
1. Bond principal and interest:	\$0
2. Lease payments:	\$0
3. Other Expenditures:	
a. Personnel/Project Management	\$80,000
b. Professional Services	
I. Legal	\$150,000
II. Environmental Services	\$250,000
III. Planning and Engineering Services	\$660,000
c. Infrastructure Improvements (streetscape, utilities extension/expansion, fiber optic installation, etc.)	\$8,000,000
d. Acquisition	\$500,000
4. Total Projected Expenditures (the sum of 1, 2 and 3):	\$9,640,000
5. Percentage:	35%
6. If the percentage in Item 5 is greater than 200%, does the Redevelopment Commission propose to pass through to underlying taxing units part or all of the portion of the captured assessed value generating the excess 2024 TIF revenues over 200%?	
2023 Project(s) Identified:	Cassopolis Wayfinding and Public Art Master Plan Implementation, Winsor to CR 4 Streetscape improvements, sewer and public works improvement projects.
NO: X	
YES:	

A. Name of TIF District:	Consolidated
B. TIF Revenues Expected to be Collected in 2024 (estimate):	\$1,956,872
C. Projected Expenditures in 2023:	\$0
1. Bond principal and interest:	\$0
2. Lease payments:	\$0
3. Other Expenditures:	
a. Personnel/Project Management	\$100,000
b. Professional Services	
I. Legal	\$200,000
II. Environmental Services	\$200,000
III. Planning and Engineering Services	\$500,000
c. Infrastructure Improvements (streetscape, utilities extension/expansion, fiber optic installation, etc.)	\$3,000,000
d. Acquisition, demolition	\$1,000,000
e. Environmental Remediation	\$300,000
4. Total Projected Expenditures (the sum of 1, 2 and 3):	\$5,300,000
5. Percentage:	37%
6. If the percentage in Item 5 is greater than 200%, does the Redevelopment Commission propose to pass through to underlying taxing units part or all of the portion of the captured assessed value generating the excess 2024 TIF revenues over 200%?	
2023 Project(s) Identified:	South Main Streetscape, Sterling East Neighborhood Plan implementation, Southwest Industrial Redevelopment Plan, continued support for infill development, including both mixed use and residential, commercial area redevelopment plan(s) and implementation
NO: X	
YES: n/a	

A. Name of TIF District:	Technology Park
B. TIF Revenues Expected to be Collected in 2024 (estimate):	\$222,199
C. Projected Expenditures in 2023:	\$0
1. Bond principal and interest:	\$0
2. Lease payments:	\$0
3. Other Expenditures	
a. Personnel/Project Management	\$22,500
b. Other Expenditures	\$100,000
I. Legal Expenses	\$100,000
II. Environmental Services	\$200,000
4. Total Projected Expenditures	\$422,500
5. Percentage:	53%
6. If the percentage in Item 5 is greater than 200%, does the Redevelopment Commission propose to pass through to underlying taxing units part or all of the portion of the captured assessed value generating the excess 2024 TIF revenues over 200%?	
2023 Project(s) Identified:	Environmental remediation and redevelopment of Walter Piano (700 W Beardsley), Fiber Expansion, Development of Area Plan and Development of CTS building
NO: X	
YES: n/a	

A. Name of TIF District:	Downtown
B. TIF Revenues Expected to be Collected in 2024 (estimate):	\$2,900,000
C. Projected Expenditures in 2023:	
1. Bond principal and interest:	\$1,465,000
2. Lease payments:	\$0
3. Other Expenditures:	
a. Personnel/Project Management	\$80,000
b. Professional Services	
I. Legal	\$105,000
II. Environmental Services	\$300,000
III. Planning and Engineering Services	\$0
c. Infrastructure Improvements (streetscape, utilities extension/expansion, fiber optic installation, etc.)	\$250,000
d. Demolition	\$200,000
e. Acquisition	\$250,000
4. Total Projected Expenditures (the sum of 1, 2 and 3):	\$2,650,000
5. Percentage:	109%
6. If the percentage in Item 5 is greater than 200%, does the Redevelopment Commission propose to pass through to underlying taxing units part or all of the portion of the captured assessed value generating the excess 2024 TIF revenues over 200%?	
2023 Project(s) Identified:	environmental remediation of target redevelopment sites including but not limited to 1101 E Beardsley, 511 Division, Roundhouse. Development and implementation of South Main Street redevelopment plan; Debt for allocation area 1, area 2 (Flaherty & Collins); allocation area 3 (Great Lakes Capital--Martin's Supermarkets)
NO: X	
YES: n/a	

RESOLUTION NO. 23-R-025

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING ENVIROFORENSICS EMPLOYMENT TO PERFORM ADDITIONAL VRIP PLAN SITE INVESTIGATION FOR THE G&W SITE AND APPROPRIATING FUNDS

Whereas, The Commission's application for acceptance of the G&W Site at 2306 S. Main into the IDEM Voluntary Remediation Program has been approved, a Voluntary Remediation Investigation Plan ("VRIP") for Site # 6191103 was filed with IDEM, and IDEM has requested additional studies of the site; and

Whereas, legal counsel has recommended that Enviroforensics, LLC ("EFI") be employed to perform the additional site testing that is required and EFI has provided the attached proposal for services for the Commission's review (the "VRIP Services"); and

Whereas, the Commission has reviewed the proposed scope and estimated budget for the VRIP Services and believes it is in the best interest of the City and its inhabitants that the VRIP Services be approved, that EFI be employed to perform the additional VRIP Services and funds be appropriated to cover the cost of the VRIP Services as and when billed.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves hiring of and scope of VRIP Services to be performed by Enviroforensics, LLC in accordance with the attached proposal.
2. The Commission appropriates the sum of \$43,058.00 from the Consolidated South Elkhart Economic Development/Redevelopment TIF Area Special Fund to cover the cost of the additional VRIP Services. Any unused funds remaining after completion of the Services will be returned to the appropriate fund.
3. The Commission authorizes Ice Miller LLP to execute, accept and deliver the proposal and to do all acts which they deem necessary and desirable in furtherance thereof.

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF MAY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary



Attorney-Client Work Product
Privileged and Confidential

March 10, 2023

Brent Huber, Esq.
Ice Miller LLP
One American Square
Suite 2900
Indianapolis, IN 46282-0200

**Subject: Proposal for Data Collection and Reporting
Former G&W Industries, Inc.
2306 South Main Street
Elkhart, IN 46517
EnviroForensics Project # 6457**

Dear Mr. Huber:

EnviroForensics LLC (EnviroForensics) is pleased to provide to the City of Elkhart this proposal and cost estimate for Data Collection and Reporting activities at the former G&W Industries, Inc., property located at 2306 South Main Street in Elkhart, Indiana (Site). In a letter dated June 15, 2021, the Indiana Department of Environmental Management (IDEM) provided comments on the Voluntary Remediation Investigation Plan (VRIP) prepared for the Site by EnviroForensics. The comment letter requested additional delineation of groundwater impacts. In 2022, EnviroForensics performed the IDEM requested work including;

- Downgradient Grab Groundwater Sampling
- Installation of a Downgradient Well for Delineation of Hexavalent Chromium Impacts
- Installation of a Nested Deep Well at MW-8 for Vertical Delineation of TCE
- Groundwater Gauging, Sampling and Analysis

This work was finalized at the end of 2022. The results of this investigation were that groundwater concentrations in the new downgradient well were still above IDEM R2 screening levels. In addition, the deep well installed next to monitoring well MW-8 had a concentration of TCE above the IDEM screening levels. This data would indicate that there is a potential that the plume is not fully delineated either horizontally or vertically. However, the exceedances of the screening levels are small. Therefore, determination of delineation should not be made based on one (1) round of groundwater sampling. Additional sampling may reveal that representative concentrations are at or below the screening levels.

Document: 6457-0359

825 N Capitol Ave, Indianapolis, IN 46204 | P: 262-290-4001 | enviroforensics.com



FURTHER DATA COLLECTION AND REPORTING SCOPE OF SERVICES

Based on the findings of the 2022 investigation work, the following is recommended:

- Perform two (2) rounds of groundwater monitoring for volatile organic compounds (VOCs) and hexavalent chromium
- Document 2022 investigation work along with the 2023 groundwater sampling in a report to be submitted to IDEM.

Groundwater Monitoring and Data Evaluation

EnviroForensics personnel will remobilize to the Site and conduct two (2) groundwater monitoring events. Well caps will be removed at least 15 minutes prior to collecting water level measurements to allow groundwater in the monitoring well to equilibrate with the atmospheric pressure. The depth to water in each well will be measured to the nearest 0.01 of a foot using an electronic sounding device and recorded on field sampling forms prior to sample collection activities. Groundwater purging and sample collection will be conducted using standard low-flow methods. Field parameters including pH, specific conductivity, temperature, oxidation reduction potential (ORP), dissolved oxygen (DO), and turbidity will be measured to determine when purging is complete and to evaluate geochemical parameters.

During the first sampling event, samples for laboratory analysis will be collected from the entire monitoring well network consisting of 13 wells. During the second sampling event, samples will only be collected from MW-1, MW-2, MW-3, MW-8, MW-10s, MW-12, MW-8, MW-8D and MW-13. Samples will be submitted under appropriate chain-of-custody procedures to Pace Laboratory for analysis of:

- Hexavalent chromium (low-level) by EPA Test Method 218.6
- Volatile Organic Compounds by EPA Test Method 8260

The analytical results will be summarized and compared to the groundwater screening levels established in the IDEM R2 Guidance.

Investigation-Derived Media Management

Investigation-Derived Media (IDM) consisting of purge water will be drummed and stored at the Site pending future disposal. Costs are included in this proposal to dispose of up to 7 drums of



water as hazardous waste. A licensed contractor will transport the drums off-site for proper disposal.

Reporting

A comprehensive report will be generated detailing the work performed in 2022 and the additional sampling performed in 2023. This report will include tables, figures and boring logs to represent site conditions. A search for sensitive receptors (water wells, surface water, etc.) will be included as part of this reporting.

COST ESTIMATE AND ASSUMPTIONS

The above Scope of Services will be performed on a Time and Materials basis for an estimated cost of **\$43,058**. Costs are summarized in the attached **Table 1**. This estimated cost includes all fees to perform the above scope of work with groundwater laboratory analyses performed on a standard turnaround time.

It should be recognized that some limitations are inherent in the evaluation of subsurface conditions and that certain conditions may not be detected. Thus, this investigation cannot provide a guarantee that all possible on-site contamination will be discovered. The proposed cost assumes that permission will be granted by all property owners and/or tenants to conduct investigation activities; that normal conditions will be encountered; and that any delays, obstructions, or other limitations outside the control of EnviroForensics may result in additional cost to the Project. In the event of these conditions, EnviroForensics will notify you for approval.

If you are in agreement with the terms and conditions of this proposal, EnviroForensics can immediately initiate work activities. We appreciate the opportunity to submit this scope of work and cost estimate and look forward to continuing to provide services on this project. Please contact us if you have any questions.

Sincerely,
EnviroForensics, LLC

Brad K. Lewis, CHMM
Principal Scientist

ENVIROFORENSICS' GENERAL TERMS and CONDITIONS

TERMS- Invoices for services will be submitted by EnviroForensics, LLC (EnviroForensics) on a monthly basis or when the work is completed. Invoices will be due within 30 days of receipt.

SAMPLES - All soil samples will be disposed of 30 days after issuance of our report unless CLIENT advises EnviroForensics otherwise. Upon request, EnviroForensics will deliver samples to CLIENT at CLIENT's expense, or EnviroForensics will store them for an agreed storage charge. If the samples contain hazardous materials, the samples shall be deemed CLIENT's property at all times and CLIENT shall be responsible for the disposal of such samples.

RIGHT OF ENTRY - CLIENT shall provide for EnviroForensics' right to enter from time to time property owned by CLIENT and/or other(s) in order for EnviroForensics to fulfill the scope of service indicated hereunder. EnviroForensics will use reasonable care to minimize damage to property. However, CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT. If EnviroForensics is asked to restore the property, EnviroForensics will charge an additional amount to so restore the property.

BURIED UTILITIES - CLIENT will furnish to EnviroForensics information identifying the type and location of utility lines and other man-made objects beneath the site's surface to the extent CLIENT has such information. EnviroForensics will take reasonable precautions to avoid damaging these man-made objects. CLIENT agrees to waive any claim against EnviroForensics and to defend, indemnify and hold EnviroForensics harmless from any claim or liability for injury or loss allegedly arising from EnviroForensics' damaging underground utilities or other man-made objects that were required to be called to EnviroForensics' attention or which were not properly located on plans furnished to EnviroForensics. EnviroForensics shall contact IUPPS or other appropriate utility locating firms or entities to determine the location of underground utilities prior to commencement of work.

LIMITATIONS OF LIABILITY - CLIENT hereby agrees, that to the fullest extent permitted by law, EnviroForensics' total liability to CLIENT, all consultants, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever, including without limitation, attorneys fees and costs, arising out of or in any way relating to the services covered by this AGREEMENT from any cause or causes including but not limited to EnviroForensics' negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the CLIENT for the services of EnviroForensics under this contract or \$500,000, whichever is greater. CLIENT is protected for errors and omissions by an insurance policy with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

NO SPECIAL OR CONSEQUENTIAL DAMAGES - CLIENT and EnviroForensics agree that, to the fullest extent permitted by law, EnviroForensics shall not be liable to the CLIENT for any special indirect or consequential damages whatsoever, whether caused by EnviroForensics' negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

INDEMNIFICATION - To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold EnviroForensics, its agents, subcontractors and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages and other liabilities arising out of or in any way related to EnviroForensics' reports or recommendations concerning this AGREEMENT, EnviroForensics' presence on the project property, or the presence, release or threatened release of asbestos, hazardous substances or pollutants on or from the project property, provided the CLIENT shall not indemnify EnviroForensics against liability for damages to the extent directly caused by the sole negligence or intentional misconduct of EnviroForensics, its agents, subcontractors or employees.

GENERAL LIABILITY INSURANCE AND LIMITATION - EnviroForensics is protected by Workmen's Compensation and Employer's Liability Insurance, and by Public Liability Insurance for bodily injury and property damage with a combined limit of \$1,000,000, and will furnish certificates thereof upon request. EnviroForensics assumes the risk of damage to its own supplies and equipment proximately resulting from EnviroForensics' sole negligence or willful misconduct. If CLIENT's contract or purchase order places greater responsibilities upon EnviroForensics or requires further insurance coverage, EnviroForensics, if specifically directed by CLIENT, will take out additional insurance (if procurable) at CLIENT's expense; but EnviroForensics shall not be responsible for property damage from any cause, including fire, and explosion, beyond the amounts and coverage of EnviroForensics' insurance.

STANDARD OF CARE - Services performed by EnviroForensics under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS - If pollutants are discovered that pose unanticipated risks while EnviroForensics is performing these services, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that this contract shall immediately become subject to renegotiation or termination. In the event that the AGREEMENT is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that EnviroForensics shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of terminations of this AGREEMENT, including, if necessary any additional labor or reimbursable charges incurred in demobilizing. CLIENT also agrees that the discovery of unanticipated hazardous substances may make it necessary for EnviroForensics to take immediate measures to protect human health and safety. EnviroForensics agrees to notify CLIENT as soon as possible should unanticipated hazardous substances or suspected hazardous substances be encountered. CLIENT authorizes EnviroForensics to take measures that in EnviroForensics' sole judgment are justified to preserve and protect the health and safety of EnviroForensics' personnel and the public. CLIENT agrees to compensate EnviroForensics for the additional cost of working to protect employees and the public health and safety.

AQUIFER CONTAMINATION - Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other aqueous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which EnviroForensics may perform on CLIENT's behalf, CLIENT waives any claim against EnviroForensics, and agrees to defend, indemnify and hold EnviroForensics harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. CLIENT further agrees to compensate EnviroForensics for any time spent or expenses incurred by EnviroForensics in defense of any such claim, in accordance with EnviroForensics' prevailing fee schedule and expense reimbursement policy.

DISPUTES - If a dispute arises out of or relating to this AGREEMENT or the breach thereof that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association, or other similar organization. If a lawsuit is filed and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees and other claim-related expenses.



AUTHORIZATION

I have read the attached Proposal for Environmental Services dated April 11, 2023, including the Scope of Services, Terms and Conditions and Assumptions as presented by EnviroForensics. By signing below, I authorize EnviroForensics to proceed under the Scope of Services as described herein for a budget of **\$43,058**, not to be exceeding without prior approval. I understand that EnviroForensics will conduct this work without warranty and that no such warranty is in consideration under this agreement except as described herein.

Any changes to this agreement must be mutually acceptable to both parties and agreed to in writing.

EnviroForensics, LLC

By:

Date: _____

Printed: Brad Lewis

Title: Principal Scientist

Accepted by:

Date: _____

Printed: _____

Title: _____



TABLE 1
COST ESTIMATE

Former G&W Industries Further Site Investigation
Elkhart, Indiana

TASK	LABOR COSTS	SUB-CONTRACTOR COSTS	DIRECT COSTS	PHASE COST
Phase 11a				
Full Network Groundwater Monitoring and Data Evaluation	\$8,125	\$4,500	\$5,494	\$18,119
Phase 11b				
Partial Groundwater Monitoring and Data Evaluation	\$6,695	\$2,404	\$2,314	\$11,413
Phase 11c				
Investigation-Derived Media Management	\$1,200	\$3,824	\$2	\$5,026
Phase 11d Reporting				
FSI Reporting	\$8,500	\$0	\$0	\$8,500
TOTAL	\$24,520	\$10,727	\$7,810	\$43,058

RESOLUTION NO. 23-R-026

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, AUTHORIZING APPRAISAL FOR
VACANT LOT N OF 1701 STERLING AND APPROPRIATING FUNDS

Whereas, The Commission owns the vacant lot North of and adjacent to 1701 Sterling Avenue (the "Real Estate") as shown on the attached drawing which it desires to sell, and needs to obtain 2 independent appraisals of the property to arrive at an asking price; and

Whereas, Iverson Grove and Appraisal Services have agreed to perform the appraisals at a cost of \$1200 and \$1400 respectively.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of Iverson Grove and Appraisal Services to provide appraisals on the Real Estate for a not-to-exceed cost of \$2600.00.
2. The Commission appropriates \$2600.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of the appraisals.
3. The Officers of the Commission are authorized to execute and deliver all contracts and do all acts which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 9TH
DAY OF MAY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Memo

To: Redevelopment Commission Member

From: Adam Fann

Date: 4/27/23

Re: Sterling Property Appraisals

Staff has been contacted by a developer interested in the parcel adjacent to the North of 1701 Sterling. Staff would like the Commission to appropriate the sum of \$2,600 from the Consolidated TIF to acquire appraisals for the property.

Appraiser	Cost
Iverson Grove	\$1,200
Appraisal Services	\$1,400

SUMMARY OF PURCHASE REQUEST

April 25, 2023

TO: Elkhart Planning & Development
Attn: Mr. Adam Fann
201 S. 2nd St.
Elkhart, IN 46516

FROM: Collin Applewhite
325 W. Garfield Ave
Elkhart, IN 46516

SUBJECT: Submit Offer and Supporting Information to Acquire Vacant Parcels of Land to Construct
New Residential Housing.

Dear Adam,

GENERAL

The two (2) parcels of land I offer to acquire from the City of Elkhart are identified as:

Parcel 1: 06-08-328-020-012

Parcel 2: 06-08-328-017-012

Both parcels are located on Garfield Avenue (next to one another) and are in the city of Elkhart, Indiana, 46516

Note This project will require three (3) Parcels of land. The third parcel (See Below) is owned and held by me. The property was deeded to me and recorded at the Elkhart County Recorder's Office on March 17, 2023.

Parcel 3: 06-08-328-016-012

Project Site Plan – Drawings

Kil Architecture & Planning
1126 Lincolnway East,
South Bend, IN 46601
Phone: 574-288-2654

The project's Site Plan is provided in accordance with Elkhart Planning & Development requirements. See Attachment I for preliminary concepts and studies.

Project Funding

EMS Commercial, LLC
4319 Old Milford Mill Rd (Suite 100)
Pikesville, MD 21208
Phone: 410-844-3817

The project's funding approval is provided in accordance with Elkhart Planning & Development requirements. See Attachment II for additional details.

Construction Timeline

I consider the following to play a role in the timeline as it relates to the construction of the project.

- 1) Acquire 2 parcels from the City of Elkhart.
- 2) Complete any studies necessary for the project, following acquisition of parcels.
- 3) Finalize design plans.
- 4) Re-zone lots for multi-family use.
- 5) Solicit General Contractors and make selection.
- 6) Set official construction schedule / timeline upon selection of General Contractor.
- 7) *Note* I expect the above to take approximately nine (9) to ten (10) months.
- 8) *Note* Consider winter months.
- 9) It is estimated that construction will begin in May of 2024.

I estimate construction will take place from May 2024 to March 2025.

Tenant Occupancy Timeline

It is estimated that all units of the newly constructed eight (8) Unit apartment building will be occupied within six (6) months after construction.

Offer Prices for Parcel 1 (06-08-328-020-012) and for Parcel 2 (06-08-328-017-012)

1. I offer \$5.00 USD for Parcel 1 as the purchase price.
2. I offer \$5.00 USD for Parcel 2 as the purchase price.

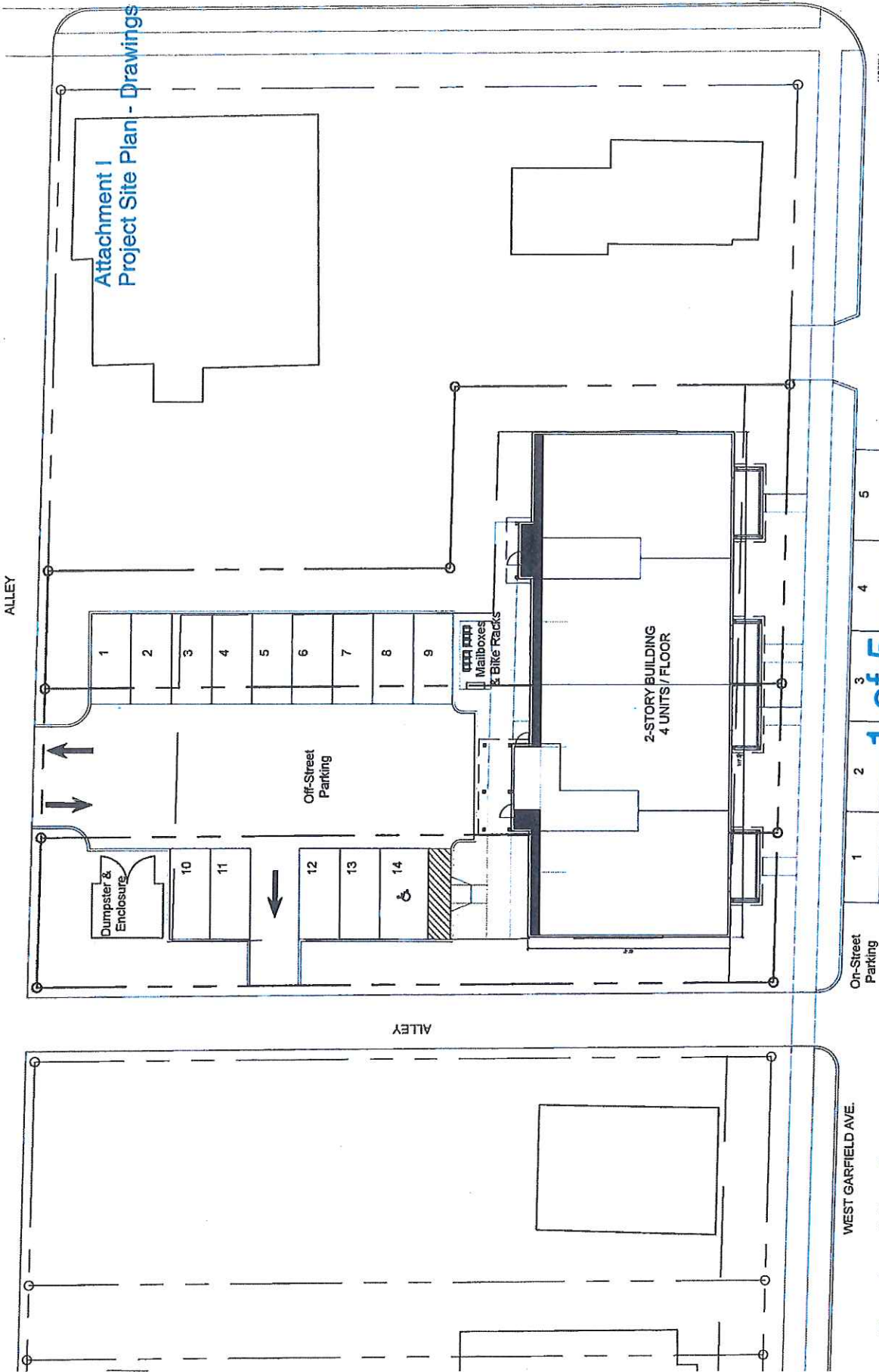
Please feel free to contact me at cwapplewhite@yahoo.com if there are questions, concerns or if there are future needs.

Respectful Regards,

Collin Applewhite
DEVELOPER

Attachments:

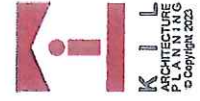
- I) Preliminary Concepts of Site Plan and Drawings
- II) Funding Approval Certificate



Attachment I
Project Site Plan - Drawings

SOUTH 6TH ST

February 10, 2023



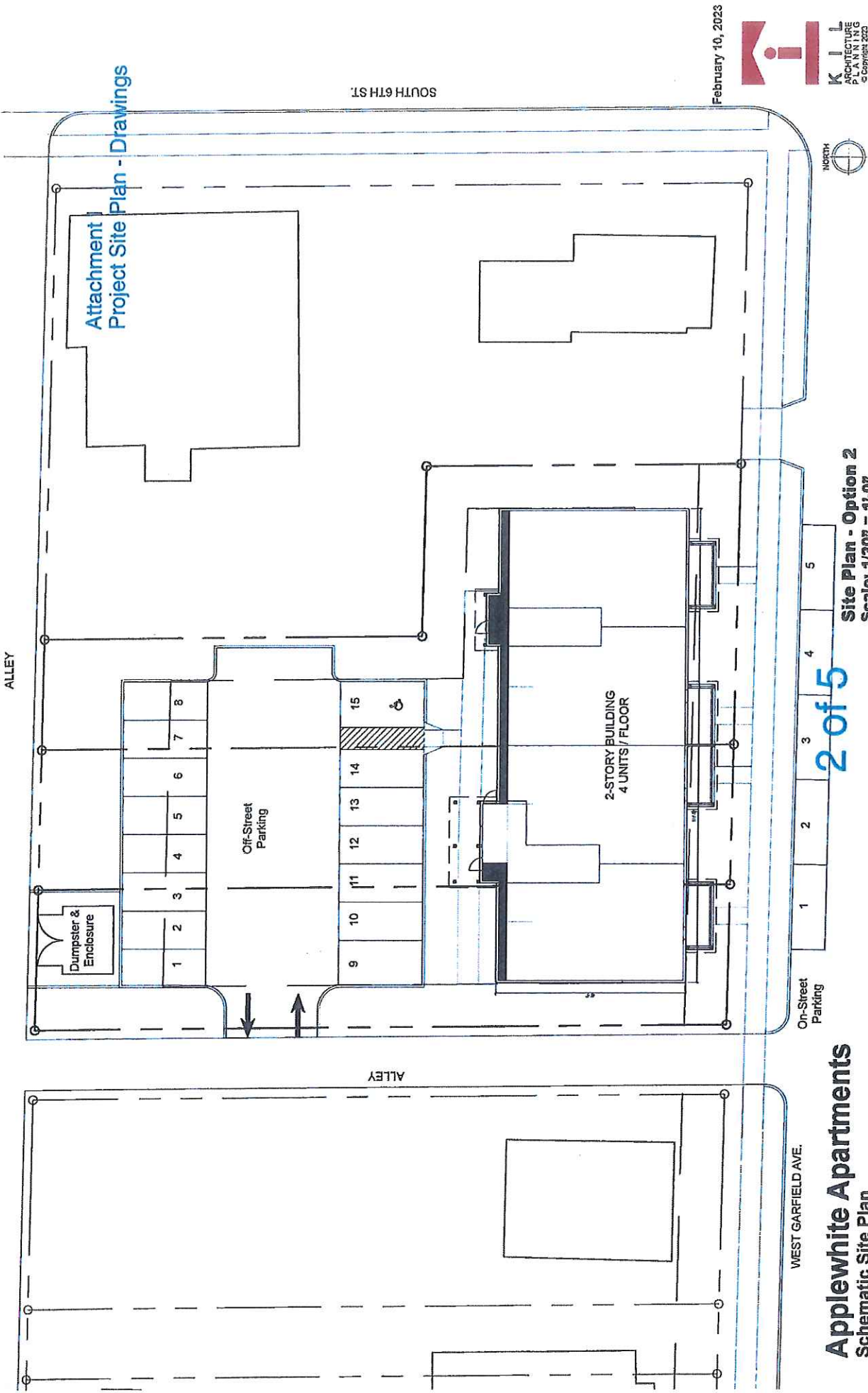
Site Plan - Option 1
Scale: 1/20" = 1'-0"

On-Street
Parking

WEST GARFIELD AVE.

Appplewhite Apartments
Schematic Site Plan

1 of 5

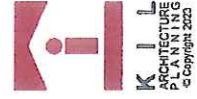


Applewhite Apartments Schematic Site Plan

2 of 5

Site Plan - Option 2
Scale: 1/20" = 1'-0"

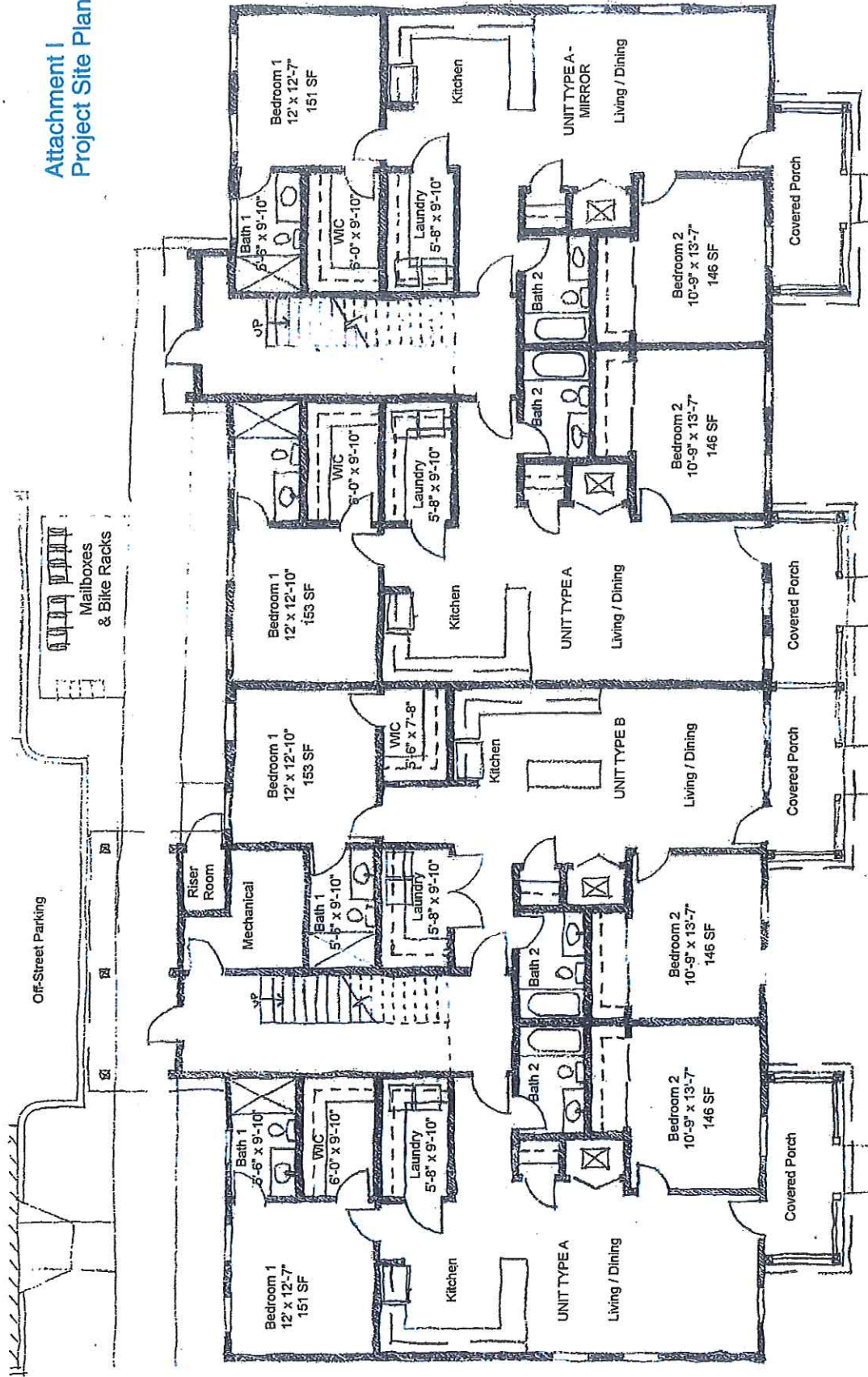
February 10, 2023

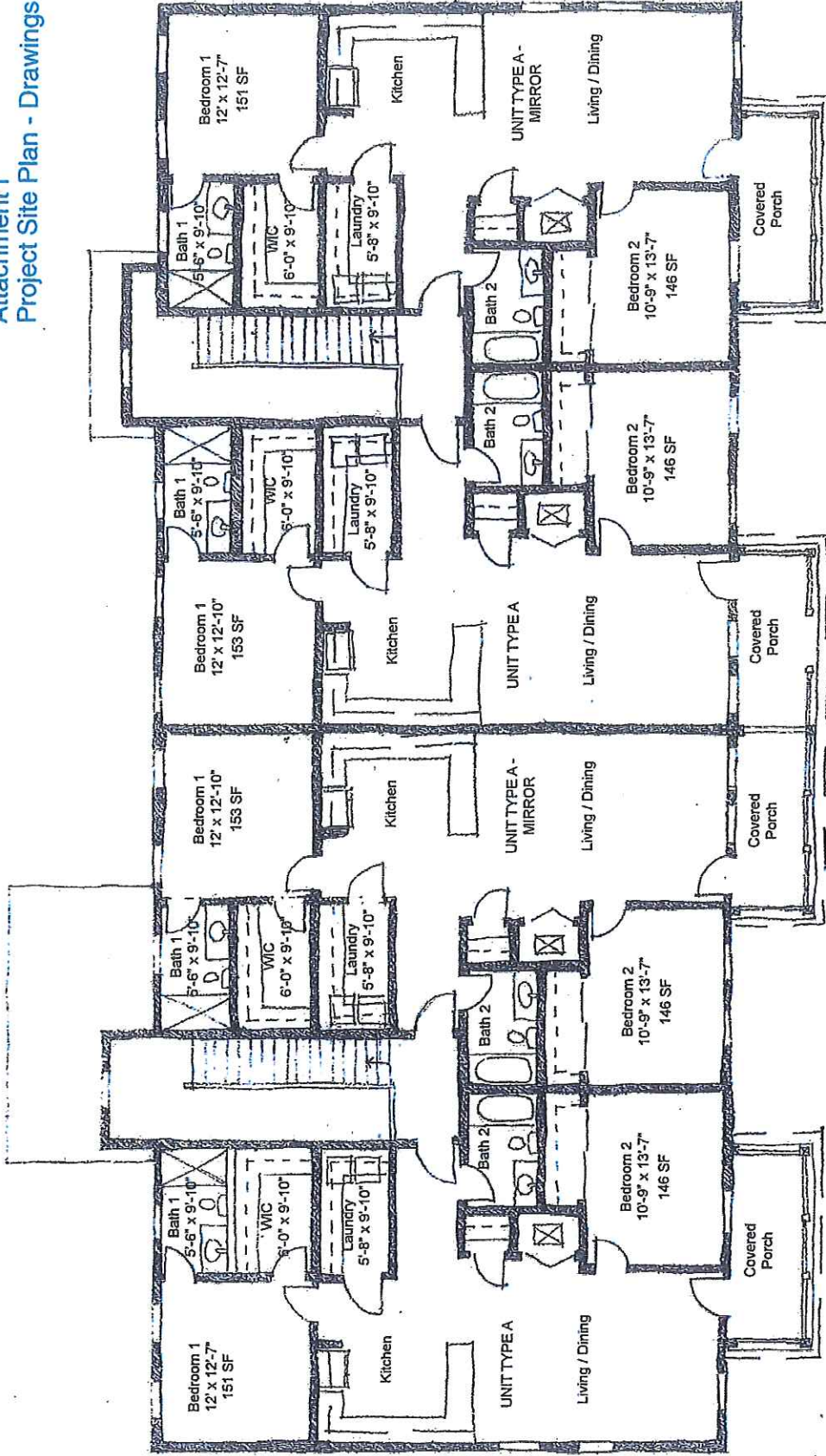




Appplewhite Apartments

Schematic Floor Plan





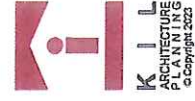
4 of 5

Applewhite Apartments
Schematic Floor Plan

Proposed Second Floor Plan
Scale: 1/8" = 1'-0"



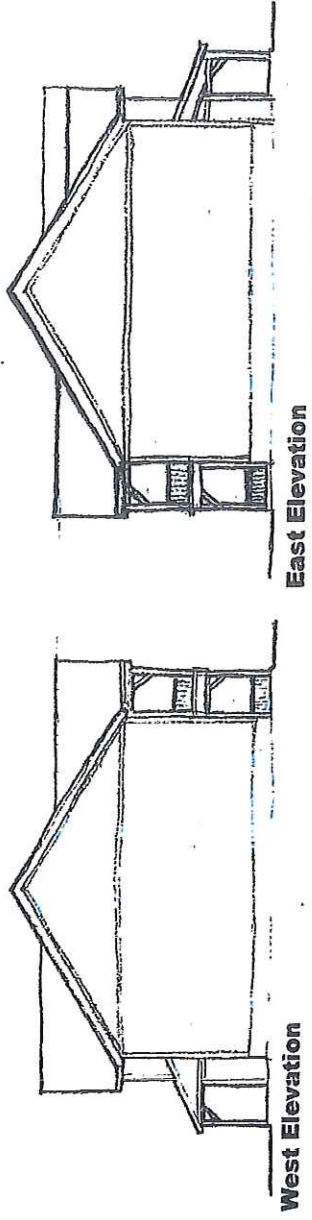
February 10, 2023



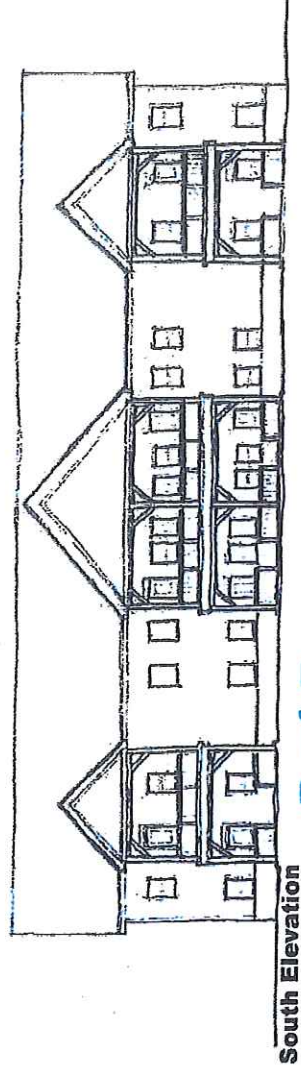
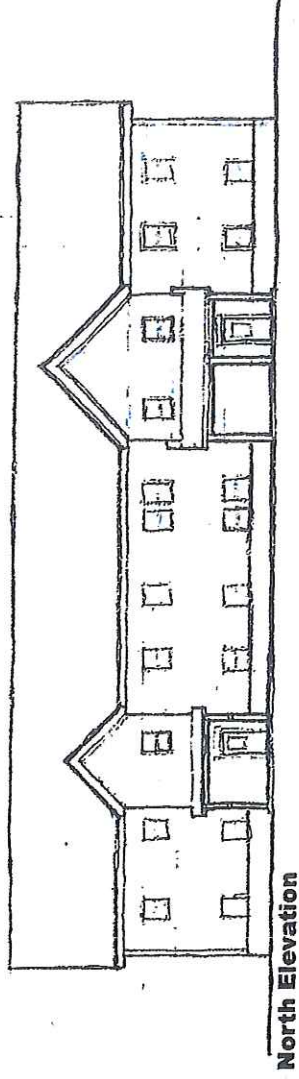
Applewhite Apartments Schematic Elevations

5 of 5

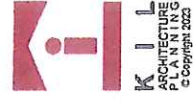
Schematic Elevations - Proposed
Scale: 1/16" = 1'-0"



Attachment I
Project Site Plan - Drawings



January 10, 2023





PRE-APPROVAL MORTGAGE CERTIFICATE

EMS Commercial, LLC
4319 Old Milford Mill Rd Suite 100
Pikesville, MD 21208
Phone: 410-844-3817 Cell: 443-622-8631
Email: erics@emscommercial.com

April 19, 2023

Name: Collin Applewhite
Address: PO Box 49452

Mortgage Consultant: Eric Stewart

Subject Property: Parcel 1: 06-08-328-020-012
Parcel 2: 06-08-328-017-012 Both of Elkhart, Indiana, 46516

Congratulations! You have been pre-approved for a Ground up Construction New Build first mortgage loan with the following terms and conditions:

Purchase price: \$1,5000,000.00

Loan Amt: \$975,000.00 Term: 360 Months Down Payment 525,000.00

Interest Rate: 12%

Product: Ground Up Construction

Estimated Taxes & Insurance : \$TBD

Total Monthly Housing Payment P & I: \$9750.00

The interest rate is the prevailing rate for qualifying purposes only. This rate is not locked and subject to change according to market conditions. A preliminary approval has been obtained via an automated underwriting system based on your current credit report and other information that you have provided to us. EMS Commercial, LLC reserves the right to cancel this pre-approval certificate if any statement in your application is found to be untrue, or not acceptable to us or the ultimate lender. Any change to your financial or credit status prior to a mortgage application must be reported to EMS Commercial, LLC.

YOUR MORTGAGE PRE-APPROVAL CERTIFICATE IS SUBJECT TO THE FOLLOWING:

Satisfactory Appraisal, Title and Homeowner's Insurance policy are all required. Any and all Underwriting conditions must also be fulfilled.

This pre-approval certificate is not a commitment to lend. This approval is subject to an application, underwriting of credit risk, appraisal of the property, and verification of income, asset, debt, and employment information. Rates and terms are subject to change without notice. This certificate expires ninety (90) days from the above date or anytime upon receipt of additional information which may cause this pre-approval to be canceled and withdrawn. Contact your mortgage specialist at 410-844-3817 to find out how to maintain pre-approval eligibility, or if you have any additional questions.

Eric Stewart

Mortgage Consultant



Your actual rate, payment, and costs could be higher. Get an official Term Sheet before choosing a loan.

RESOLUTION NO. 23-R- 027

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING CHANGE ORDER FOR SILT FENCE AT 613 DR. KING DRIVE AND
APPROPRIATING FUNDS

Whereas, The Commission owns the real estate at 613 Dr. King Drive in the City of Elkhart, commonly referred to as the Roundhouse Property (the "Real Estate") and is in the process of clearance of the site in preparation for further development; and

Whereas, during that process the Storm Water Utility Manager determined that a Silt Fence needed to be installed along Wagner Avenue (the "Services") and staff has recommended approval of the Cross Excavating & Demolition, LLC ("Cross") Change Order to perform that additional work be approved at a cost of \$5,039.42 per the attached Change Order;

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Change Order be approved, and the funds appropriated to pay the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Change Order for Cross to perform the Services.
2. The Commission appropriates the sum of \$5,039.42 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the Services.
3. The Officers of the Commission are authorized to execute the Change Order for the Services and such other Agreements as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF MAY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 4/27/23
Re: Roundhouse Clearance Overage

During the clearance of the Roundhouse property staff was instructed by the Storm Water Utility Manager that silt fence was needed along Wagner Avenue. This cost is associated with that work. This work will be paid out of the Downtown TIF.

Cross Excavating & Demolition, LLC

PO Box 492
Dowagiac, MI 49047
Phone 269-782-2552
Fax 269-782-1010
russ@crossexcavates.com

We now accept debit and credit cards!

Name / Address

**City of Elkhart
Department of Redevelopment
Adam Fann
229 S. Second Street
Elkhart, IN 46516-3112

Change Order

Date	Change #
4/27/2023	2023-5412

Rep	P.O. No.	Terms	Account #	Project
		Due upon compl...		1701 Sterling Ave

Qty	Description	Cost	Total
1	Install silt fence along Wagner Drive	5,039.42	5,039.42
Thank you for your business.		Total	\$5,039.42

Signature _____

**PO Box 492
Dowagiac, MI 49047
269-782-2552
russ@crossexcavates.com**

Terms: Accounts will be billed on a monthly basis and payable within 30 days of the invoice date. Any invoice not paid within 30 days of the invoice date will be assessed a late fee of 5% of the unpaid balance unless other payment arrangements have been made and accepted by us in writing.

RESOLUTION NO. 23-R-028

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CONTRACT FOR STORM WATER POLLUTION PREVENTION PLANS FOR ROUNDHOUSE AND 1101 E. BEARDSLEY

Whereas, The Commission owns the real estate at 613 Dr. King Drive and 1101 E. Beardsley Avenue in the City of Elkhart, commonly referred to as the Roundhouse and Conn properties (the "Real Estate") and is in the process of or preparing for clearance of the sites in preparation for further development; and

Whereas, the State requires the preparation and submission of Storm Water Pollution Prevention Plans for each property (the "Services") as described in the attached Metric Environmental, LLC Proposals (the "Proposals"); and

Whereas, Staff recommends the Commission approve the Proposals and contract with Metric Environmental, LLC to perform the Services; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Contract be awarded as proposed, and the funds appropriated to pay the cost of the services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission awards the Contract to Metric Environmental, LLC to perform the Services on the Real Estate in accordance with the terms of the Proposals attached hereto.
2. The Commission appropriates the sum of \$9,720.00 from the Foundry Settlement Special Fund to cover the cost of the Services.
3. The Officers of the Commission are authorized to execute and deliver the Contract for the Services and such other Agreements as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF AUGUST MAY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 4/27/23
Re: Roundhouse and 1101 Beardsley SWPPP

As part of the demolition of 1101 Beardsley and the land clearance at the Roundhouse a Storm Water Pollution Protection Plan (SWPPP) is required by the State. Attached are the proposals for both. Staff requests the Commission appropriate \$9,720 from the Foundry settlement fund to cover the work.

DATE: April 28, 2023
RE: Engagement Contract for Services
PROJECT SITE NAME: Roundhouse Property
PROJECT LOCATION: Elkhart, IN



6958 Hillsdale Court
Indianapolis, Indiana 46250
(t) 317-400-1633
(w) www.metricenv.com

Mr Adam Fann
Assistant Director of Redevelopment
City of Elkhart
201 South Second Street
Elkhart, IN 46516-3112

To ensure a better understanding Metric Environmental, LLC ("Metric") services to the **City of Elkhart, IN** ("Client"), this Agreement is to confirm Client's request for services and to outline the terms of Metric's contractual arrangement with our client.

SCOPE OF SERVICES: Scope of Services are as described in the April 3, 2023 proposal for SWPPP services.

COMPENSATION: The Services will be performed under this contract for a fixed fee of \$4,860.00

PAYMENT TERMS: Payment shall be rendered as follows:

- **Payment shall be due sixty (60) days from date of invoice upon receipt of the invoice.** Invoices not contested in writing within ten (10) business days of receipt are considered accepted by Client and are payable in full.
- By executing this Engagement Contract for Services, the authorized signer accepts full responsibility for payment of this invoice regardless of third party involvement or outside financing arrangements. In the event of a third party or subcontractor relationship, payment to Metric will be made within forty-five (45) days of the date of the Metric invoice. Failure to make payment as provided herein could result in Metric filing a lien on the real property which is the subject of this Contract.
- Interest at 1½% per month, effective rate of 18% per annum, will be due and payable on amounts not paid within thirty (30) days.
- Metric shall be entitled to attorney's fees and other costs incurred by us in collecting delinquent accounts.
- By executing this Engagement Contract for Services, Client waives any limitation on the period in which Metric may file notice of intention to hold a lien against the owner's property to secure payment of our fees.

REIMBURSABLE EXPENSES: Costs for advances and other reimbursables including but not limited to, blueprints, photography, equipment charges, courier fees and mileage are included in the fee.

INVOICES: Unless otherwise agreed upon, Metric will submit monthly invoices to the Client for Services performed and advances to date. Our invoice will be sent to:

Mr. Adam Fann
Assistant Director of Redevelopment
City of Elkhart
201 South Second Street
Elkhart, IN 46516-3112

ADDITIONAL SERVICES: Services resulting from significant changes in the scope, extent or character of the portion of the Project designed or specified by Metric or its design requirements including, but not limited to, changes in size, complexity, client's schedule, character of construction or method of financing; and revising previously accepted studies, reports, drawings, specifications or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, drawings, specifications or contract documents, unforeseen conditions or are due to any other causes beyond Metric's control. Change in Services shall entitle Metric to an adjustment in compensation. Metric shall notify the Client of these changes prior to providing such services.

LIMIT OF LIABILITY: Client acknowledges and agrees that our total aggregate liability to Client or any third party arising from negligent professional acts, errors, omissions or breach of the above described standard of care and warranty, shall not exceed the amounts, limits, coverage or conditions of our professional liability insurance or our total fee, whichever is less.

SAFETY RESPONSIBILITY: Client shall assign responsibility to contractor for all construction site safety procedures and Metric shall have no responsibility for enforcement of said procedures or liability resulting therefrom.

CONSENT OF OWNER: The undersigned is the owner of the property or the authorized agent of the owner on which Service described above is to be performed and hereby consents to performance of the Service. The parties to this contract agree that this letter agreement may be executed simultaneously or in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same document. The parties hereto further agree that delivery of this document may be accomplished by electronic facsimile reproduction (FAX) and if FAX delivery is utilized, the FAX copy shall constitute an original.

INDEMNIFICATION: Metric and the Client each agree to indemnify, defend and hold harmless each other from all claims and suits, including court costs, attorneys' fees, and other expenses, caused by its negligent acts or omissions under the performance of its professional services under this Agreement.

TERMINATION: The obligation to provide further services under this Engagement Contract for Services may be terminated by either party upon seven (7) 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. In the event of any termination, Metric will be paid for all services rendered to the date of termination, reimbursables and termination expenses.

DELAYS: Metric shall not be responsible for delays in its work occasioned by fires, floods, explosions, riots, strikes, errors, acts of God or change in government regulations. Should a delay occur for a reason outlined herein, the term of this agreement shall automatically be extended for a period equal to the delay.

INSTRUMENTS OF SERVICE: Drawings, specifications and other documents, including those in electronic format, prepared by Metric and its consultants, are Instruments of Service for use solely with respect to this project. Metric and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Engagement Contract for Services and upon all monies due and owing to Metric from Client, Metric grants to Client a nonexclusive license to reproduce Metric's Instrument of Service. Client shall not use the Instruments of Service for future additions or alterations to the Project without the prior written consent of Metric. Any unauthorized use of the Instruments of Service shall be at Client's sole risk and without liability to Metric and/or Metric's consultants.

PROVIDED DOCUMENTATION: Metric shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client. Metric shall provide prompt written notice to the Client if Metric becomes aware of

any errors, omissions or inconsistencies in such services or information and it shall be the responsibility of Client to correct any errors, omissions or inconsistencies.

GOVERNING LAW: The laws of the State of Indiana shall govern as to all questions arising under this Engagement Contract for Services.

This agreement represents the entire understanding between the parties in respect to this project and can only be modified in writing signed by both parties. Please advise Metric immediately in writing if any of the terms of this engagement contract are incorrect. **Upon receipt of all pages of this executed contract, Metric will proceed with this order as written. This agreement is valid for a period of thirty (30) days from the date of issue.** Metric appreciates this opportunity to be of service to the **the City of Elkhart..**

This Agreement accepted this _____ day of _____, _____
Month Year

CITY OF ELKHART, INDIANA

METRIC ENVIRONMENTAL, LLC

Authorized Signature

Kenneth D. Beache, P.E., ENV SP, R.A., President

Print Name

DATE: April 28, 2023
RE: Engagement Contract for Services
PROJECT SITE NAME: 1101 E. Beardsley Property
PROJECT LOCATION: Elkhart, IN



6958 Hillsdale Court
Indianapolis, Indiana 46250
(t) 317-400-1633
(w) www.metricenv.com

Mr Adam Fann
Assistant Director of Redevelopment
City of Elkhart
201 South Second Street
Elkhart, IN 46516-3112

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- **Payment shall be due sixty (60) days from date of invoice upon receipt of the invoice.** Invoices not contested in writing within ten (10) business days of receipt are considered accepted by Client and are payable in full.
- By executing this Engagement Contract for Services, the authorized signer accepts full responsibility for payment of this invoice regardless of third party involvement or outside financing arrangements. In the event of a third party or subcontractor relationship, payment to Metric will be made within forty-five (45) days of the date of the Metric invoice. Failure to make payment as provided herein could result in Metric filing a lien on the real property which is the subject of this Contract.
- Interest at 1½% per month, effective rate of 18% per annum, will be due and payable on amounts not paid within thirty (30) days.
- Metric shall be entitled to attorney's fees and other costs incurred by us in collecting delinquent accounts.
- By executing this Engagement Contract for Services, Client waives any limitation on the period in which Metric may file notice of intention to hold a lien against the owner's property to secure payment of our fees.

REIMBURSABLE EXPENSES: Costs for advances and other reimbursables including but not limited to, blueprints, photography, equipment charges, courier fees and mileage are included in the fee.

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Mr. Adam Fann
Assistant Director of Redevelopment
City of Elkhart
201 South Second Street
Elkhart, IN 46516-3112

ADDITIONAL SERVICES: Services resulting from significant changes in the scope, extent or character of the portion of the Project designed or specified by Metric or its design requirements including, but not limited to, changes in size, complexity, client's schedule, character of construction or method of financing; and revising previously accepted studies, reports, drawings, specifications or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, drawings, specifications or contract documents, unforeseen conditions or are due to any other causes beyond Metric's control. Change in Services shall entitle Metric to an adjustment in compensation. Metric shall notify the Client of these changes prior to providing such services.

LIMIT OF LIABILITY: Client acknowledges and agrees that our total aggregate liability to Client or any third party arising from negligent professional acts, errors, omissions or breach of the above described standard of care and warranty, shall not exceed the amounts, limits, coverage or conditions of our professional liability insurance or our total fee, whichever is less.

SAFETY RESPONSIBILITY: Client shall assign responsibility to contractor for all construction site safety procedures and Metric shall have no responsibility for enforcement of said procedures or liability resulting therefrom.

CONSENT OF OWNER: The undersigned is the owner of the property or the authorized agent of the owner on which Service described above is to be performed and hereby consents to performance of the Service. The parties to this contract agree that this letter agreement may be executed simultaneously or in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same document. The parties hereto further agree that delivery of this document may be accomplished by electronic facsimile reproduction (FAX) and if FAX delivery is utilized, the FAX copy shall constitute an original.

INDEMNIFICATION: Metric and the Client each agree to indemnify, defend and hold harmless each other from all claims and suits, including court costs, attorneys' fees, and other expenses, caused by its negligent acts or omissions under the performance of its professional services under this Agreement.

TERMINATION: The obligation to provide further services under this Engagement Contract for Services may be terminated by either party upon seven (7) 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. In the event of any termination, Metric will be paid for all services rendered to the date of termination, reimbursables and termination expenses.

DELAYS: Metric shall not be responsible for delays in its work occasioned by fires, floods, explosions, riots, strikes, errors, acts of God or change in government regulations. Should a delay occur for a reason outlined herein, the term of this agreement shall automatically be extended for a period equal to the delay.

INSTRUMENTS OF SERVICE: Drawings, specifications and other documents, including those in electronic format, prepared by Metric and its consultants, are Instruments of Service for use solely with respect to this project. Metric and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Engagement Contract for Services and upon all monies due and owing to Metric from Client, Metric grants to Client a nonexclusive license to reproduce Metric's Instrument of Service. Client shall not use the Instruments of Service for future additions or alterations to the Project without the prior written consent of Metric. Any unauthorized use of the Instruments of Service shall be at Client's sole risk and without liability to Metric and/or Metric's consultants.

PROVIDED DOCUMENTATION: Metric shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client. Metric shall provide prompt written notice to the Client if Metric becomes aware of

4/28/2023

Page 3 of 3

any errors, omissions or inconsistencies in such services or information and it shall be the responsibility of Client to correct any errors, omissions or inconsistencies.

GOVERNING LAW: The laws of the State of Indiana shall govern as to all questions arising under this Engagement Contract for Services.

This agreement represents the entire understanding between the parties in respect to this project and can only be modified in writing signed by both parties. Please advise Metric immediately in writing if any of the terms of this engagement contract are incorrect. **Upon receipt of all pages of this executed contract, Metric will proceed with this order as written. This agreement is valid for a period of thirty (30) days from the date of issue.** Metric appreciates this opportunity to be of service to the **the City of Elkhart..**

This Agreement accepted this _____ day of _____, _____
Month Year

CITY OF ELKHART, INDIANA

METRIC ENVIRONMENTAL, LLC

Authorized Signature

Kenneth D. Beache, P.E., ENV SP, R.A., President

Print Name

RESOLUTION NO. 23-R- 029

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING TRANSFER OF REAL ESTATE AND PURCHASE AND DEVELOPMENT
AGREEMENT WITH LA CASA OF GOSHEN, INC. FOR 209 N. SECOND STREET

WHEREAS, the Commission holds title to realty commonly known as 209 N. Second Street in the City of Elkhart having obtained the same through County Tax Deeds, the legal description thereof is attached hereto as Exhibit A (the "Real Estate"); and

WHEREAS, the Commission desires to sell the Real Estate to La Casa of Goshen, Inc., a Community Development Corporation ("Buyer"), pursuant to I.C. 36-7-14-22.2, to be redeveloped and managed as rental housing for low or moderate income individuals and families; and

WHEREAS, the Commission has been presented for approval the form of Purchase and Development Agreement for the Real Estate between the Commission and La Casa of Goshen, Inc. ("Buyer") in the form attached hereto as Exhibit B (the "Agreement"); and

WHEREAS, the Commission has published a notice in accordance with I.C. 5-3-1 of its intent to consider selling or granting the Real Estate to a community development corporation ("CDC"); and

WHEREAS, the Commission has conducted a public meeting on the issue of sale or grant to the CDC, and no public opposition to such transfer has been expressed.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission accepts the offer and approves the sale of the Real Estate to La Casa of Goshen, Inc. for the sum of \$1.00.
2. The Commission approves the terms of the Agreement.
3. The officers of the Commission are authorized to execute the Agreements, all deeds and other documents, and take all action they deem necessary and appropriate to carry out the terms of this Resolution.

DULY ADOPTED BY MAJORITY VOTE THIS 9th DAY OF MAY, 2023.

ELKHART REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

Attest:

By _____
Alex Holtz, Secretary

EXHIBIT A

Lot Number Forty-six (46) as the said Lot is known and designated on the recorded ORIGINAL PLAT OF THE TOWN (now City) OF ELKHART; said Plat being recorded in Deed Record 1, page 34, in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 209 North Second Street, Elkhart, IN 46516. Parcel number 20-06-05-328-013.000-012

EXHIBIT B
PURCHASE AND DEVELOPMENT AGREEMENT

1. **PARTIES:** As of the 9th day of May, 2023, (the "Effective Date") City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation ("Seller") agrees to sell and convey to La Casa of Goshen, Inc., an Indiana not-for-profit community development corporation, ("Purchaser") and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Property commonly known as 209 N. Second Street in the City and County of Elkhart, State of Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges and appurtenances pertaining thereto, all of the above hereinafter collectively called "Property," and whose legal description is contained on Exhibit "A" attached hereto and incorporated herein.

3. **PRICE:** The total purchase price shall be One Dollar (\$1.00) ("Purchase Price"), payable in cash at Closing.

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

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

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

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

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

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

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

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

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

13. **SPECIAL ASSESSMENTS:** Any special assessments applicable to the Property for municipal improvements previously made or in process as of the Effective Date to benefit the Property shall be paid by Seller. Purchaser assumes and agrees to pay all special assessments for municipal improvements which are begun after the Effective Date.

14. **STATUTORY REQUIREMENTS.** The Property is being conveyed under I.C. 36-8-14-22.2 and the Purchaser agrees to the following:

a. The Purchaser will develop the Property, as generally described in Schedule 1 hereto, to provide low and moderate income rental housing for individuals and families, which development is in accord with its primary corporate purpose (the "Development").

b. The Purchaser will complete the Development within five years of the date of this Agreement.

c. The Purchaser, and each applicant, recipient, contractor or subcontractor undertaking work on the Development will use lower income project area residents as trainees and as employees and contract for work with business concerns located in the project area or owned in substantial part by persons residing in the project area, to the greatest extent feasible, as determined under the standards specified in 24 CFR 135; and

d. The Purchaser will rehabilitate or otherwise develop the property in a manner that is similar to and consistent with the use of the other properties in the area served by the Purchaser.

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

f. Purchaser agrees that if it fails to complete construction within the schedule then in effect, without just cause, it will voluntarily re-convey the Property to Seller upon written request, or transfer the Property to another Community Development Corporation acceptable to Seller that commits to complete construction and rent to low and moderate income families.

g. This Paragraph 14 shall survive closing and not be deemed merged into the Deed.

15. PURCHASER'S CONDITIONS TO CLOSING.

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

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

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

16. SELLER'S CONDITIONS TO CLOSING:

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

- (1) Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date, and
- (2) Purchaser shall have executed and delivered all closing documents required by the Title Company.

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller's sole remedy shall be to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement. Except as otherwise herein specifically provided, upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

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

Seller shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) Owner's Title Policy; 3) any closing fee; 4) preparation of Deed and Vendor's Affidavit; and 5) all recording fees; copies of documents pertaining to restrictions, easements, or conditions affecting the Property; except for any expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

18. DUTIES OF PURCHASER AND SELLER AT CLOSING:

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

- (1) A duly executed and acknowledged Limited Warranty Deed, substantially in accordance with the form attached hereto as Schedule 2, conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens and encumbrances but subject to taxes, easements, restrictions of record and zoning laws, and execute a Vendor's Affidavit;
- (2) A "Marked Up" Commitment for a Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company dated

as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject to the standard printed exceptions contained in the usual form of the Title Policy.

(3) Execute all other necessary documents to close this transaction.

b. At the closing, Purchaser shall perform the following:

(1) Pay the cash portion of the Purchase Price; and

(2) Execute all other necessary documents to close this transaction.

19. **NSP PROGRAM REQUIREMENTS.** The Property was acquired under, and continues to be subject to, the Neighborhood Stabilization Program ("NSP") requirements established by HUD generally set forth in the *Master Agreement Between City and Community Development Corporations Who Acquire Neighborhood Stabilization Program Properties to Operate an NSP Affordable Rental Program*, which includes the execution and recording at time of this sale and any future resale of that certain *Grant of Lien To Collateralize Compliance with Restrictive Covenant* in the forms attached hereto as Schedules 3 and 4, respectively. This Paragraph 21 shall survive Closing.

20. **MISCELLANEOUS:**

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

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

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

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

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

f. In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

h. Time is of the essence of this Agreement.

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

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

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

“PURCHASER”

La Casa of Goshen, Inc.

By:

Heidi Stoltzfus McHugh,
President/CEO

By;

Brad Hunsberger,
VP Real Estate Development

202 N. Cottage Ave., Goshen, IN 46528

Purchaser's Address

Purchaser's Taxpayer I.D. #35-1554538

“SELLER”

City of Elkhart, Indiana
Department of Redevelopment

By:

Sandra Schreiber, President
Elkhart Redevelopment Commission

201 S. Second Street, Elkhart, IN 46516

Exhibit A

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

Lot Number Forty-six (46) as the said Lot is known and designated on the recorded ORIGINAL PLAT OF THE TOWN (now City) OF ELKHART; said Plat being recorded in Deed Record 1, page 34, in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 209 North Second Street, Elkhart, IN 46516. Parcel number 20-06-05-328-013.000-012

SCHEDULE 1

Construction/Rehab Plan for Property

Lacasa is committed to a full rehabilitation of the 6 units located at 209 N. 2nd St., Elkhart, IN 46516. Lacasa strives to produce and manage apartment units for low and moderate income families and individuals that are of high quality and that people are proud to live in. For this particular project we are proposing the following scope of work and schedule to bring the entire building up to a higher standard.

Schedule:

May	Approval of development agreement and funding package
June	Submission of environmental review and section 106 for approval and release of funds
July/August	Close on the acquisition of the property. Transfer utilities and leases to Lacasa
Fall 2023	Procure contractors and sign contracts for work. Conduct Lead Based Paint risk assessment.
January 2024	Begin project in earnest. We will start on unit 6 and work our way through the building.
April 2024	Start the exterior rehab projects.
Summer 2024	Completion of project with all units occupied.

Exterior:

1. Replace the flat roof membrane on the upper roof as well as the lower front porch roof. The existing roof is at the end of its useful life.
2. Prep and paint the white trim on the building. This will include any and all replacement of weathered or improper window trim, fascia and soffit. We will maintain the present exterior look and colors
3. Replace the existing damaged or destroyed vinyl windows throughout the building. We have found 11 windows in the building that are in need of replacement.

All vacant units:

1. Replace laminate flooring in all areas. Restore original hardwood as applicable
2. Replace broken fixtures throughout
3. Patch drywall and Paint the interior of the units.
4. Service and clean HVAC units and ductwork
5. Replace the main unit entry door, update locksets throughout
6. Replace all appliances
7. Clean up, replace, and/or paint out the bathroom and kitchen cabinets. Replace countertops as needed.
8. Insulate and air seal.
9. Repair and/or replace plumbing and fixtures.

Occupied unit 2:

We have issued the required General Information notice informing the tenant that they have relocation rights under the URA for this project. We do not anticipate needing to relocate this household for the project but that may change as we get into it. The scope of work on this unit is limited due to the occupancy but we will address some maintenance issues in the unit:

1. Replace unit entry door and lockset
2. Replace bathroom door
3. Replace exterior back door
4. Other work as needed.
5. Service HVAC system
6. Replace plumbing fixtures as needed
7. Replace appliances

Vacant unit 5:

Unit 5 is a two bedroom unit that has a very awkward layout and staircase. We intend to install a new code compliant staircase to improve the access and flow of the unit. We will move the HVAC unit up into the unit to allow for better ongoing maintenance of the equipment. This unit will receive the most work of all units in the building. Upon completion it will be a very nice two bedroom unit that should serve the clients well for a long time. NOTE: the full scope of work in this unit will be contingent on adequate money still on hand after completion of the other 5 units. If the budget is inadequate we may choose to only improve the current condition of this unit and not complete the full re-do of the staircase.

Scope of Work Item	209 N. 2nd		per unit
Lacasa staff construction wages	\$ 31,500		\$ 5,250.00
General Conditions	\$ 3,000		\$ 500.00
Lead Based Paint testing/clearance	\$ 6,500		\$ 1,083.33
Demolition	\$ 3,500		\$ 583.33
Site Work	\$ 1,129		\$ 188.17
Concrete / Asphalt	\$ 2,501		\$ 416.83
Lumber	\$ 2,500		\$ 416.67
Ext and unit entry Doors & Windows	\$ 19,000		\$ 3,166.67
Roofing	\$ 22,538		\$ 3,756.33
Gutters	\$ 2,000		\$ 333.33
Siding, soffit, fascia, window wrap	\$ 8,200		\$ 1,366.67
Plumbing repairs	\$ 8,000		\$ 1,333.33
HVAC tune up/repairs and cleaning	\$ 7,500		\$ 1,250.00
Electrical	\$ 2,500		\$ 416.67
Lights & Fixtures	\$ 3,000		\$ 500.00
Insulation & Air Sealing	\$ 4,000		\$ 666.67
Drywall (hang and finish)	\$ 4,000		\$ 666.67
Paint interior and exterior	\$ 25,000		\$ 4,166.67
Flooring	\$ 24,000		\$ 4,000.00
Int Doors & Trim	\$ 5,000		\$ 833.33
Appliances	\$ 8,000		\$ 1,333.33
Cabinets & Countertops	\$ 5,000		\$ 833.33
Hardware & Supplies	\$ 5,087		\$ 847.83
Lawn & Landscaping	\$ 2,000		\$ 333.33
Total hard cost of construction	\$ 205,455		\$ 34,242.50
Contingency 10%	\$ 20,546		\$ 3,424.25
Grand Total Construction	\$ 226,001		\$ 37,666.75

SCHEDULE 2

Grantee's Address:

La Casa of Goshen, Inc.
202 N. Cottage Avenue
Goshen, IN 46528

Mail Tax Statements To:

La Casa of Goshen, Inc.
202 N. Cottage Avenue
Goshen, IN 46528

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of Elkhart, Indiana, Department of Redevelopment, whose address is 201 South Second Street, Elkhart, Indiana 46516, ("Grantor"), sells and conveys to La Casa of Goshen, Inc., whose address is 202 N. Cottage Ave., Goshen, Indiana 46528 ("Grantee"), for and in consideration of One and 00/100 Dollars (\$1.00), the receipt whereof is hereby acknowledged, all Grantor's rights, privileges, appurtenances, and immunities, in and to the following described real estate, and warrants the following described real estate, in the City of Elkhart, County of Elkhart, State of Indiana, is free and clear from any encumbrances done or suffered by Grantor, and it shall defend Grantee against lawful claims and demands of all persons claiming by, under, or through Grantor, to-wit:

All that certain parcel or parcels of land located in the City of Elkhart, County of Elkhart, State of Indiana, more particularly described as follows:

Lot Number Forty-six (46) as the said Lot is known and designated on the recorded ORIGINAL PLAT OF THE TOWN (now City) OF ELKHART; said Plat being recorded in Deed Record 1, page 34, in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 209 North Second Street, Elkhart, IN 46516. Parcel number 20-06-05-328-013.000-012

(hereinafter referred to as the "Property")

SECTION 1.

This Deed is subject to the covenants, conditions, restrictions and provisions of an agreement entered into between the Grantor and the Grantee on the 9th day of May, 2023, identified as "Purchase and Development Agreement" (hereinafter referred to as the "Agreement"). None of the provisions of paragraph 14 and 21 of the Agreement shall be deemed merged in this Deed. The Grantee shall not convey this Property, or any part thereof, without the consent of the Grantor until the Neighborhood Stabilization Program Affordability Period expires on April 30, 2030 (the "Affordability Period").

The Grantee shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the improvements thereon, as provided in the Agreement. Such construction shall in any event be begun no later than January 2, 2024, and be completed within Twelve (12) months from such date.

The above and foregoing agreements and covenants pertaining to the construction of the improvements as provided in the Agreement and the commencement and completion thereof shall be covenants running with the land, and they shall be binding, to the fullest extent permitted by law and equity, for the benefit of and in favor of the community and the Grantor, and enforceable by the Grantor, its successors and assigns, against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein.

Promptly after expiration of the Affordability Period, and satisfaction of the requirements for occupancy and use as set forth in the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligations of the Grantee, and its successors and assigns, to construct the improvements and use the premises.

All certifications provided for herein shall be in such form as will enable them to be recorded with the Recorder of Elkhart County, Indiana. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within ninety (90) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

SECTION 2.

In the event the Grantee herein shall, prior to the recording of the certificate of completion, hereinabove referred to:

(a) Default in or violate its obligations with respect to the construction of the improvements provided for in this Deed and the Agreement, or shall abandon or substantially suspend construction work, and any default or violation, abandonment or suspension shall not be

cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for the completion of the improvements).after written demand by the Grantor so to do; or

(b) Fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement with the Grantor, or shall suffer any levy or attachment to be made, or any materialmen's or mechanic's liens, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid or the encumbrance or lien removed or discharged, or provisions satisfactory to the Grantor made for such payments, removal or discharge, within ninety (90) days after written demand by the Grantor so to do; or

(c) There is, in violation of the Agreement or of this Deed, any transfer of the Property, or any part thereof, or failure to occupy and conduct business operations in accordance with the NSP Use Restrictions during the Affordability Period, and such violation shall not be cured within sixty (60) days after written demand by the Grantor to the Grantee;

then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revest in the Grantor the estate conveyed by this Deed to the Grantee, its assigns or successors in interest, provided, however, any revesting of title shall be subject to, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage to which the Grantor has agreed to be subordinate, or demand immediate payment of the balance then due under the Note and sue to foreclose the Mortgage.

SECTION 3.

This Deed is also given subject to the following:

(a) SUBJECT TO, easements of record and to all utilities located on the Property.

(b) SUBJECT TO, taxes and special assessments which are liens against the property.

(c) SUBJECT TO, all zoning and subdivision ordinances and other applicable ordinances and regulations of the City of Elkhart, Indiana.

(d) SUBJECT TO, the conditions and restrictions of the Neighborhood Stabilization Program, as amended.

SECTION 4.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered by proper resolution of the Elkhart Redevelopment Commission, to execute and deliver this Deed. That Grantor has full capacity as a municipal corporation to convey the real estate described herein and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on its behalf by its President and Secretary and has caused its seal to be hereunto affixed this ____ day of _____, 2023.

CITY OF ELKHART
DEPARTMENT OF REDEVELOPMENT

(SEAL)

By: _____
Sandra Schreiber, President
of its Redevelopment Commission

ATTEST:

Alex Holtz, Secretary
of its Redevelopment Commission

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, on this ____ day of _____, 2023, came the City of Elkhart, Department of Redevelopment, by Sandra Schreiber, President of its Redevelopment Commission and Alex Holtz, Secretary of its Redevelopment Commission, who as such President and Secretary, respectively, for and on behalf of the City of Elkhart, Department of Redevelopment, acknowledged the execution of the foregoing Deed and the affixing thereto of the Seal of said Department.

WITNESS my hand and official seal.

(Signature) _____
(Printed) _____
Notary Public
Residing in Elkhart County, Indiana

The Grantee above named hereby agrees to be bound by all the terms, conditions and agreements contained in the above Limited Warranty Deed and all documents and instruments referred to therein though not fully set forth and fully agree to abide by and carry out the same, for itself, and its successors and assigns, and every successor in interest to the Property.

La Casa of Goshen, Inc.

By: _____
Heidi Stoltzfus McHugh,
President/CEO

By: _____
Brad Hunsberger
VP Real Estate Development

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, _____, a Notary Public in and for said County and State, on this _____ day of _____, 2023, came Heidi Stoltzfus McHugh and Brad Hunsberger, who, known to me to be the President/CEO and VP Real Estate Development, respectively, of La Casa of Goshen, Inc., being duly authorized so to do, acknowledged the execution of the foregoing Limited Warranty Deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

(Signature)
(Printed)

Notary Public
Residing in Elkhart County, Indiana.

Drafted by the law firm of Warrick & Boyn, LLP 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.

SCHEDULE 3

MASTER AGREEMENT BETWEEN CITY AND COMMUNITY DEVELOPMENT CORPORATIONS WHO ACQUIRE NEIGHBORHOOD STABILIZATION PROGRAM PROPERTIES TO OPERATE AN NSP AFFORDABLE RENTAL PROGRAM

This agreement is effective the ____ day of _____, 2023, between the City of Elkhart, Indiana, Dept. of Redevelopment, acting by and through its Redevelopment Commission ("City") and La Casa of Goshen, Inc., an Indiana not-for-profit and Community Development Corporation ("CDC").

RECITALS

1. City has obtained Neighborhood Stabilization Program Grant funds from the federal government with which it has acquired and redeveloped abandoned, vacant, or foreclosed properties within the City (the "NSP Properties").

2. CDC desires to purchase certain of the NSP Properties from the City for \$1.00 each, for the purpose of offering the property for rent to persons at or below 50% AMI based on family size for the Elkhart-Goshen MSA as published by the US Department of Housing and Urban Development under an established affordable rental program (the "Income Qualification").

3. There are NSP program restrictions and requirements that CDC must comply with after transfer of title, which are contained herein, and to which CDC's title shall be subject for the remainder of the Affordability Period applicable to the Property from the date of the deed transferring property to the CDC.

Now, Therefore, in consideration of the mutual agreements herein contained, the parties agree as follows:

AGREEMENT

1. City Offering of NSP Properties. City will:

(a) Periodically provide CDC a list of properties City has acquired, or is in the process of acquiring, under the NSP Program which are available for purchase, for the price of

(b) \$1.00 per parcel, by Community Development Corporations for rent to persons at or below 50% AMI based on family size under an established rental housing program; and

(c) Accept the first CDC offer received by City as to any offered parcel.

2. City Duties to Buyer. As to any parcel CDC purchases hereunder City shall:

(a) Provide, at City cost, a title report on the property establishing that City has, or will have by closing, marketable title to the NSP Properties CDC desires to purchase;

(b) Provide to CDC any environmental reports or analysis it may have on any offered parcel;

(c) Prepare and submit to CDC a purchase agreement for each parcel; and

(d) Pay the closing costs.

3. CDC Duties. As to any parcel CDC purchases hereunder, CDC will:

(a) Notify the City in writing of any offered parcels it wishes to acquire and execute and deliver a purchase agreement on such terms as are mutually agreeable to the parties;

(b) Perform any desired inspections, including any environmental inspections, it may desire at its own expense, and within such time periods as set forth in the purchase agreement;

(c) Purchase each parcel in an "AS IS CONDITION" from City;

(d) Pay City \$1.00 per parcel for each parcel it acquires;

(e) Own and maintain each housing unit acquired through this agreement for rent to persons who meet the Income Qualification;

(f) Comply with all NSP regulations for the applicable time period set forth therein;

(g) Comply with the Housing requirements and Use Restrictions specified in Exhibit 1 attached hereto and incorporated herein by reference;

(h) Provide in any subsequent deed, assignment or other transfer of rights in any NSP Parcel executed and delivered during the time the NSP regulations apply, that such transfer is subject to such regulations and obtain the transferee's commitment that it will be subject to and comply with all such applicable regulations and duties, subject to City's right of reverter set forth herein in the event of default;

(i) Obtain approval by the Redevelopment Commission for any transfer of title;

(j) Insure that if the title to the property is transferred during the compliance/affordability period applicable to each parcel that it will be only to:

(i) Another CDC that will offer the property for rent to persons who meet the Income Qualification; or

(ii) A homebuyer who meets the Income Qualification under the NSP Homeownership Program.

4. Reversion Rights in Deed. The deed from City to CDC will contain a reversionary clause, which provides that title to, and right to possession of, the parcel conveyed shall revert in the City, subject to any Senior Debt lien holder to whom City has agreed to subordinate its lien in the event CDC, its successors and assigns, defaults in the performance of any of its duties specified in Paragraph 2 herein, and does not cure or remedy such default within 60 days of the issuance of written notice of default by City. City shall have the right to institute such actions or proceedings as it deems necessary to exercise the right of reversion, including the right to execute and record a written declaration of the termination of all right, title and interest of CDC, its successors and assigns, in and to the affected parcel or parcels, which shall be sufficient to revert title in City. No delay by City in exercising such rights, nor any waiver by City of any specific default, shall be considered or treated as a waiver of City's rights hereunder with respect to any other defaults.

5. Provisions Not Merged in Deed. None of the provisions of this Master Agreement are intended to, or shall be, merged by reason of any Deed transferring title from City to CDC or any successor or assign.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the effective date.

City of Elkhart, Indiana, Department of
Redevelopment

La Casa, Inc.

By: _____
Sandra Schreiber, President of the
Elkhart Redevelopment Commission

By: _____
Heidi Stoltzfus McHugh
Its: President/CEO

By: _____
Brad Hunsberger
Its: VP Real Estate Development

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, on this ____ day of _____, 2023, came the City of Elkhart, Department of Redevelopment, by Sandra Schreiber, President of its Redevelopment Commission, who as such President, for and on behalf of the City of Elkhart, Department of Redevelopment, acknowledged the execution of the foregoing Deed and the affixing thereto of the Seal of said Department.

WITNESS my hand and official seal.

(Signature) _____
(Printed) _____
Notary Public
Residing in Elkhart County, Indiana.

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, _____, a Notary Public in and for said County and State, on this _____ day of _____, 2023, came Heidi Stoltzfus McHugh and Brad Hunsberger, who, known to me to be the President/CEO and VP Real Estate Development, respectively, of La Casa of Goshen, Inc., being duly authorized so to do, acknowledged the execution of the foregoing Limited Warranty Deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

(Signature) _____
(Printed) _____
Notary Public
Residing in Elkhart County, Indiana.

Drafted by the law firm of Warrick & Boyn, LLP 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 1

RENTAL HOUSING PROGRAM USE RESTRICTIVE COVENANTS

Each Community Development Corporation acquiring NSP parcels from the City of Elkhart to be used for rental housing for persons at or below 50% AMI based on family size for the Elkhart-Goshen MSA as published by the U.S. Department of Housing and Urban Development under an established rental housing program shall comply with the following requirements for the entire period that NSP regulations apply to an acquired parcel:

1. Obtain the prior approval of the Elkhart Redevelopment Commission of the form of Lease Agreement to be used for each NSP parcel, and of all proposed amendments thereto;
2. Provide in each Lease Agreement a provision allowing eviction for any illegal activities occurring on the premises;
3. Obtain, in advance of occupancy, a signed Lease Agreement from every Lessee for the original term and each renewal term of the Lease;
4. Provide each tenant, in advance of occupancy, a lead based paint brochure and list of hazards, and obtain a signed acceptance form in each tenant's file;
5. Rent only to persons at or below 50% AMI based on family size under an established rental housing program and maintain the affordability requirements of the Neighborhood Stabilization Program for the term required based on total NSP investment;
6. Complete a 3rd party income verification in accordance with the HUD process for qualifying tenants for occupancy for each rental housing program applicant prior to execution of the Lease Agreement and occupancy of any unit;
7. Provide the Elkhart Redevelopment Commission an annual budget and certification of compliance with all program obligations, in the form provided by the City;
8. Purchase and maintain fire, casualty and other hazards insurance on the property and improvements to each parcel at the replacement value of each parcel and improvements;
9. Purchase and maintain public liability insurance on each NSP parcel;
10. Maintain each parcel in a clean and sightful condition, and in full compliance with all applicable codes;
11. Not discriminate against any applicant based on race, color, creed, gender, sexual orientation or religious affiliation, nor mandate any type of religious practice or participation as a condition of leasing any rental housing unit.
12. Provide in any subsequent deed, assignment or other transfer of rights in any NSP Parcel executed and delivered during the time the NSP regulations apply, that such transfer is subject to such regulations and obtain the transferee's commitment that it will be subject to and comply with all such applicable regulations and duties, subject to City's right of reverter set forth in the Deed in the event of default, and to the rights of any Senior Debt lien holder to whom City has agreed to subordinate its lien ;

13. Insure that if the title to the property is transferred during the compliance/affordability period applicable to each parcel that it will be only to:

(a) Another CDC that will offer the property for rent to persons who meet the Income Qualification; or

(b) A homebuyer who meets the Income Qualification under the NSP Homeownership Program.

SCHEDULE 4

GRANT OF LIEN TO COLLATERALIZE COMPLIANCE WITH RESTRICTIVE COVENANTS

This Grant of Lien ("Lien Agreement") is made by and between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, a municipal corporation ("City"), which has received and utilized Neighborhood Stabilization Program funding for the acquisition and rehabilitation of the Real Estate located at 209 N. second Street in the City and County of Elkhart, State of Indiana, more particularly described on "Exhibit A" attached hereto and incorporated herein by reference ("Real Estate"), and the undersigned, La Casa of Goshen, Inc., an Indiana not-for-profit corporation and Community Development Corporation ("Owner"), who is an NSP Program eligible owner of the Real Estate pursuant to a certain Purchase Agreement dated May 9, 2023.

RECITALS

City administers the Neighborhood Stabilization Program ("NSP Program") under the Housing and Economic Recovery Act of 2008 with funds from the United States Department of Housing and Urban Development ("HUD") and pursuant to the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. § 12701 et seq., regulations found at 24 CFR Part 92, and other rules, regulations, guidance and notices, relating to the NSP Program, as issued by HUD and/or City from time to time.

City received NSP Program assistance in the amount of \$462,662.64 for acquisition and construction and/or rehabilitation of the multi-unit residential housing building located on the Real Estate, which assistance is subject to the requirements of the NSP Program.

City has operated the site as rental housing for income qualified individuals or families and has accepted an offer to purchase the Property submitted by Owner on the condition Owner continue to manage the Property as a rental property for income qualified individuals and families in accordance with the NSP Program Use Restrictions.

The NSP Program requires that certain restrictive covenants be imposed upon any real estate benefited by NSP funds to ensure that the benefits of such funds remain with the intended Beneficiaries under the NSP Program, which Use Restrictions have been recorded in the Office of the Recorder of Elkhart County, Indiana, in Vol. _____, Page _____, as covenants running with the land (the "Use Restrictions").

Specifically, City and HUD require that restrictive covenants be placed on the assisted property in the form of a deed restriction and lien that remain in effect for the following periods as required by 24 CFR 92.254 ("Affordability Period"):

NSP Funds per Residential Unit	Term of Restrictive Covenants
Under \$15,000.00	60 Months
\$15,000.00 to \$40,000.00	120 Months
Over \$40,000.00	180 Months

AGREEMENT

NOW, THEREFORE, City hereby retains, and Owner hereby warrants, grants and conveys to City, a lien upon the real estate described on Exhibit A attached hereto (the "Real Estate") to collateralize the Owner's compliance with the Use Restrictions, for the applicable Affordability Period which ends at midnight, April 30, 2030 (the "Lien"). In consideration of these mutual undertakings and covenants, the parties further agree as follows:

1. Provided that the Use Restrictions have been complied with throughout the Affordability Period, and provided, further, that the City has not previously recorded a signed, written release of the lien, the lien granted herein shall automatically expire and be of no further legal force and effect as of midnight, April 30, 2023.

2. The Lien shall be released as a result of any Senior Debt mortgage foreclosure judgment and sheriff's sale conducted in furtherance thereof, or by execution and recording of an instrument or deed in lieu of foreclosure to the holder of a Senior Debt.

3. Owner hereby affirms that the financial assistance received through the NSP Program represents good and valuable consideration for this Agreement and the Lien created herein, and that the Real Estate is subject to the statutes, regulations, terms, conditions, and requirements of the NSP Program as administered by City.

4. Notwithstanding anything to the contrary in this Agreement, the City and Owner agree that the Lien is subject and subordinate to any Senior Debt, as defined herein, in priority to the City's interest in the Real Estate; reflected in its proportionate share of the amount invested in the Real Estate. As used in this Agreement, "Senior Debt" means any indebtedness of Owner to any lender that provides financing to Owner collateralized by a mortgage on the real estate exclusively for the rehabilitation of the Real Estate. This Agreement will not be subordinate to any debt incurred by Owner in the form of a home equity loan or second mortgage on the Real Estate unless agreed upon by the City.

5. Owner agrees that this Lien Agreement is valid and binding upon the Owner, complies in all respects with the laws of the state of Indiana, and constitutes a valid and binding lien upon the Real Estate fully enforceable by any court of competent jurisdiction in the state of Indiana. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

6. In the event there is a breach or violation of the Use Restrictions or this Lien Agreement during the Affordability Period, or the Owner is unable or unwilling to resell the Real Estate within six (6) months after it has vacated the Real Estate to an NSP Program qualified purchaser who will acquire the Property subject to the Lien and Use Restrictions, City may bring an action at law or in equity in a court of competent jurisdiction to enforce the Lien and Use Restrictions against any or all of the following: the Owner or any subsequent owner in possession at the time of the breach or violation, and all persons claiming from and under Owner. In addition, City may recover reasonable attorney's fees and court costs incurred enforcing the Lien.

IN WITNESS WHEREOF, the Owner and City have duly executed this Agreement on the ____ day of _____, 2023,

City of Elkhart, Department
of Redevelopment

La Casa of Goshen, Inc.

Sandra Schreiber, President,
President/CEO Elkhart Redevelopment Commission

By: _____
Printed Name Heidi Stoltzfus McHugh,

By: _____
Brad Hunsberger, VP
Real Estate Development

STATE OF INDIANA

SS:

COUNTY OF ELKHART

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sandra Schreiber, President, Elkhart Redevelopment Commission, and acknowledged the execution of the foregoing instrument for and on behalf of said municipal corporation being duly authorized so to do, this ____ day of _____, 2023.

Notary Public
Residing in Elkhart County, Indiana

STATE OF INDIANA

SS:

COUNTY OF ELKHART

Before me, a Notary Public, in and for said County and State, personally appeared Heidi Stoltzfus McHugh and Brad Hunsberger, the President/CEO and VP Real Estate Development, respectively, of La Casa of Goshen, Inc., who acknowledged the execution of the foregoing instrument for and on behalf of said corporation, being duly authorized so to do, on this ____ day of _____, 20____.

Notary Public

Residing in Elkhart County, Indiana

This instrument was prepared by Gary D. Boyn, Warrick & Boyn, LLP, 121 W. Franklin St., Ste. 400, Elkhart, IN 46516. I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Gary D. Boyn

Return Recorded Document To:

Gary D. Boyn

Warrick & Boyn, LLP

861 Parkway Avenue

Elkhart, IN 46516

Exhibit A

Lot Number Forty-six (46) as the said Lot is known and designated on the recorded ORIGINAL PLAT OF THE TOWN (now City) OF ELKHART; said Plat being recorded in Deed Record 1, page 34, in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 209 North Second Street, Elkhart, IN 46516. Parcel number 20-06-05-328-013.000-012

**Addendum to Purchase
LaCasa Inc.
Sub recipient of HOME Funds
209 N. 2nd St. Elkhart IN, 46516**

Addendum to Purchase agreement for: 209 N. 2nd St., Elkhart IN 46516

Dated: _____

Notification: LaCasa of Goshen Inc. (HUD registered non-profit) is the sub-recipient of CDBG funds through The City of Elkhart. In order to acquire and rehabilitate property through this program LaCasa Inc. has an obligation to attach the following addendum and contingencies to all offers to purchase real estate. By signing below the "seller" acknowledges all 4 items listed below are attached to the purchase agreement contract and that LaCasa of Goshen Inc. cannot close on property unless the one contingency listed is satisfied.

Contingencies to Purchase agreement

1. Offer is contingent on the environmental review and Section 106 review process and the release of funds from the Indiana Housing Community Development Authority. This will occur on or around April 2021.

Addendum to Purchase Agreement

1. LaCasa, Inc. does NOT have (nor will use) the power of eminent domain should negotiations fail to result in an amicable agreement.
2. We are prepared to offer One Dollars (\$ 1.00), for clear title to subject property.
3. This sale is a voluntary sale and the seller is NOT eligible for a replacement housing payment or moving expenses.

Heidi Stoltzfus McHugh Date
President/CEO

Brad Hunsberger Date
VP Real Estate Development

Seller Date

Seller Date

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROPRIATING FUNDS FOR LACASA INFRASTRUCTURE IMPROVEMENTS FOR 209 NORTH SECOND STREET

Whereas, LaCasa of Goshen, Inc. ("LaCasa") has requested funding to help pay the cost of repairs and improvements to the apartment complex at 209 N. Second Street as generally described in Schedule 1 attached hereto (the "Improvements") to maintain the property as multi-unit rental property to serve persons and families at or below 50% of Average Median Income for Elkhart County; and

Whereas, the cost of the Improvements are eligible for funding under the Community Development Block Grant Program ("CDBG Funds"), and staff has recommended funding in the amount of \$226,000; and

Whereas, the funding is contingent on completion of the HUD required environmental review and HUD release of funds;

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to appropriate the CDBG Funds to help cover the cost of the Improvements.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the funding request for the Improvements, subject to completion of the required environmental review process and HUD release of funding.
2. The Commission appropriates the sum of \$226,000.00 from the Community Development Block Grant Fund to be applied to the cost of the Improvements pursuant to the terms of the Sub-Recipient Agreement to be entered into by the City and LaCasa, with any funds not expended to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to perform all acts and enter into all Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF MAY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

SCHEDULE 1

Construction/Rehab Plan for Property

Lacasa is committed to a full rehabilitation of the 6 units located at 209 N. 2nd St., Elkhart, IN 46516. Lacasa strives to produce and manage apartment units for low and moderate income families and individuals that are of high quality and that people are proud to live in. For this particular project we are proposing the following scope of work and schedule to bring the entire building up to a higher standard.

Schedule:

May	Approval of development agreement and funding package
June	Submission of environmental review and section 106 for approval and release of funds
July/August	Close on the acquisition of the property. Transfer utilities and leases to Lacasa
Fall 2023	Procure contractors and sign contracts for work. Conduct Lead Based Paint risk assessment.
January 2024	Begin project in earnest. We will start on unit 6 and work our way through the building.
April 2024	Start the exterior rehab projects.
Summer 2024	Completion of project with all units occupied.

Exterior:

1. Replace the flat roof membrane on the upper roof as well as the lower front porch roof. The existing roof is at the end of its useful life.
2. Prep and paint the white trim on the building. This will include any and all replacement of weathered or improper window trim, fascia and soffit. We will maintain the present exterior look and colors
3. Replace the existing damaged or destroyed vinyl windows throughout the building. We have found 11 windows in the building that are in need of replacement.

All vacant units:

1. Replace laminate flooring in all areas. Restore original hardwood as applicable
2. Replace broken fixtures throughout
3. Patch drywall and Paint the interior of the units.
4. Service and clean HVAC units and ductwork
5. Replace the main unit entry door, update locksets throughout
6. Replace all appliances
7. Clean up, replace, and/or paint out the bathroom and kitchen cabinets.
Replace countertops as needed.
8. Insulate and air seal.
9. Repair and/or replace plumbing and fixtures.

Occupied unit 2:

We have issued the required General Information notice informing the tenant that they have relocation rights under the URA for this project. We do not anticipate needing to relocate this household for the project but that may change as we get into it. The scope of work on this unit is limited due to the occupancy but we will address some maintenance issues in the unit:

1. Replace unit entry door and lockset
2. Replace bathroom door
3. Replace exterior back door
4. Other work as needed.
5. Service HVAC system
6. Replace plumbing fixtures as needed
7. Replace appliances

Vacant unit 5:

Unit 5 is a two bedroom unit that has a very awkward layout and staircase. We intend to install a new code compliant staircase to improve the access and flow of the unit. We will move the HVAC unit up into the unit to allow for better ongoing maintenance of the equipment. This unit will receive the most work of all units in the building. Upon completion it will be a very nice two bedroom unit that should serve the clients well for a long time. NOTE: the full scope of work in this unit will be contingent on adequate money still on hand after completion of the other 5 units. If the budget is inadequate we may choose to only improve the current condition of this unit and not complete the full re-do of the staircase.

Scope of Work Item	209 N. 2nd		per unit
Lacasa staff construction wages	\$ 31,500		\$ 5,250.00
General Conditions	\$ 3,000		\$ 500.00
Lead Based Paint testing/clearance	\$ 6,500		\$ 1,083.33
Demolition	\$ 3,500		\$ 583.33
Site Work	\$ 1,129		\$ 188.17
Concrete / Asphalt	\$ 2,501		\$ 416.83
Lumber	\$ 2,500		\$ 416.67
Ext and unit entry Doors & Windows	\$ 19,000		\$ 3,166.67
Roofing	\$ 22,538		\$ 3,756.33
Gutters	\$ 2,000		\$ 333.33
Siding, soffit, fascia, window wrap	\$ 8,200		\$ 1,366.67
Plumbing repairs	\$ 8,000		\$ 1,333.33
HVAC tune up/repairs and cleaning	\$ 7,500		\$ 1,250.00
Electrical	\$ 2,500		\$ 416.67
Lights & Fixtures	\$ 3,000		\$ 500.00
Insulation & Air Sealing	\$ 4,000		\$ 666.67
Drywall (hang and finish)	\$ 4,000		\$ 666.67
Paint interior and exterior	\$ 25,000		\$ 4,166.67
Flooring	\$ 24,000		\$ 4,000.00
Int Doors & Trim	\$ 5,000		\$ 833.33
Appliances	\$ 8,000		\$ 1,333.33
Cabinets & Countertops	\$ 5,000		\$ 833.33
Hardware & Supplies	\$ 5,087		\$ 847.83
Lawn & Landscaping	\$ 2,000		\$ 333.33
Total hard cost of construction	\$ 205,455		\$ 34,242.50
Contingency 10%	\$ 20,546		\$ 3,424.25
Grand Total Construction	\$226,001		\$ 37,666.75

RESOLUTION NO. 23-R- 031

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF
CONSULTANT TO PROVIDE TECHNICAL ASSISTANCE ON
CDBG FAIR HOUSING PROGRAMS AND APPROPRIATING FUNDS

Whereas, The Commission has received and reviewed the attached Standard Form of Agreement for Professional Services to be performed by Kemple Fair Housing Consulting Services, LLC ("Kemple") to provide technical assistance and capacity building for the City's CDBG Fair Housing programs as set forth in the Contract (the "Services"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that Kemple 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 Kemple at the hourly rate of \$300.00 at a fee not to exceed \$18,000.00 to perform the Services.
2. The Commission approves the form of Contract for Services attached hereto and authorizes its execution.
3. The Commission appropriates the sum of \$18,000.00 from the Community Development Block Grant Program Special Fund to cover the cost of the Services. Any funds remaining after the end of the contract shall be returned to the appropriate fund.
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 9th DAY OF MAY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of the 9th day of May 2023, by and between the City of Elkhart Redevelopment Commission (hereinafter referred to as "Elkhart RDC"); and Kemple Fair Housing Consulting Services, LLC (hereinafter referred to as "Contractor").

WITNESSETH THAT:

WHEREAS Elkhart RDC desires to engage Contractor to provide training on fair housing issues which occur in Elkhart (hereinafter "the project"); and

WHEREAS Contractor desires to render such services in connection with the project.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Engagement of Contractor. Elkhart RDC hereby agrees to engage Contractor and Contractor hereby agrees to perform the services included in Appendix A in accordance with the terms and conditions contained herein.

Scope of Services. Contractor shall provide to Elkhart Community Development the services necessary to effectively and comprehensively perform the services included in Appendix A.

Elkhart Community Development shall be responsible for providing all necessary information and data available to the City in order to ensure that this contract is successful.

Term. The term of this Agreement shall commence on May 9, 2023, and shall terminate on December 31, 2023.

Compensation. Contractor will be under contract for an amount not to exceed \$18,000 for the period covered by this Agreement for services rendered to Elkhart RDC. Contractor's hourly rate is \$300 per hour for the time to complete the services included in Appendix A.

Contractor shall invoice Elkhart Community Development Department for its services at the beginning of every month.

All invoices shall be paid by Elkhart Community Development Department within thirty (30) business days of submission of each invoice.

Subcontracts. None of the work or services to be performed under this contract by Contractor shall be subcontracted without the written consent of the Elkhart RDC.

Review and Coordination. To ensure adequate review and evaluation of the work and property coordination among interested parties, Elkhart Community Development Department shall be kept fully informed concerning the progress of the work and services to be performed hereunder.

Elkhart RDC may require Contractor to meet with Elkhart Community Development Department or her designee from time to time to review the work.

Reasonable prior notice of such review meeting shall be given to the Contractor.

Inspections. Authorized representatives of the Elkhart RDC may at all times review and inspect the Project activities pursuant to this contract. All reports and other written materials prepared by Contractor shall be made available to the Elkhart Community Development Department or her designee for inspection and review at all reasonable. Approval and acceptance of such material shall not relieve the Contractor of her professional obligation to correct any errors found in the work.

Correspondence. To ensure adequate coordination with other ongoing programs of Elkhart Community Development Department, the head of Elkhart Community Development Department, or her designee, shall be copied on any email or hard copy correspondence generated by Contractor related to the Projects.

Maintenance of Cost Records. Contractor shall maintain all books, documents, papers, accounting records, receipts, and other evidence pertaining to reimbursable costs incurred on the Projects and shall make such material available at all reasonable times during the period of the contract and for a period of three years from the date of final payment under the contract, for inspection by the Elkhart RDC, or any of its duly appointed representatives.

Rights in Documents, Materials, and Data Produced. Contractor agrees that all training materials created by or for them under the terms of this contract shall be delivered to, become, and remain the property of Elkhart Community Development Department upon termination or completion of the work. Elkhart Community Development Department can distribute the materials used in the training to people who registered for and attended the training described above. Elkhart Community Development Department can also record the trainings and have a copy of the PowerPoint. However, the training materials created as part of this contract shall not be used for additional fair housing trainings without the explicit permission of the Contractor.

Changes. Elkhart Community Development Department may require changes in the work and services which Contractor is to perform hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between Elkhart Community Development Department and Contractor, shall be incorporated in written amendments to this contract.

Assignability. Contractor shall not assign, sublet, or transfer all or any portion of her interest in this Agreement.

Termination of the Contract for Cause. If through any cause Contractor shall fail to fulfill in a timely and proper manner her obligations under this contract, or if Contractor has or shall violate any of the covenants, agreements, representations, or stipulations of this contract, Elkhart RDC shall thereupon have the right to terminate this contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In such event, all finished or unfinished documents and other

materials collected or produced under this contract shall at the option of Elkhart Community Development Department become its property and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials. Notwithstanding the foregoing, Contractor shall not be relieved of any breach of this contract by Contractor and the Elkhart RDC may withhold any payment to Contractor for the purpose of setoff for damages caused by Contractor's breach, until such time as the exact amount of damages to Elkhart RDC from Contractor is determined.

Applicable Law. This contract shall be deemed to have been executed and performed in the State of Indiana, and all questions or interpretation and construction shall be construed by the laws of such State.

IN WITNESS WHEREOF, Contractor and Elkhart RDC have executed this Agreement as of the day first written above.

ELKHART RDC

Name: Sandra Schreiber

Title: Redevelopment Commission Chairperson

Approved by:

John Espar, Corporation Counsel
City of Elkhart, Indiana

Contractor:

Erin Kemple

APPENDIX A

Fair housing advice and consultation including but not limited to:

- Regular meetings with the Community Development Specialist/Fair Housing ("CDC Specialist") and/or their designee to discuss fair housing issues that have arisen in the course of the CDC Specialist's work;
- Advice and consultation on issues arising before the Elkhart Human Rights Commission;
- Fair housing training for Elkhart municipal employees;
- Review and analysis of all municipal codes and regulations relating to housing to determine if they comply with the fair housing laws;
- Trainings for Elkhart landlords, real estate agents, loan officers, and others involved in the housing industry on the fair housing laws, as needed;
- Assist with creating fair housing training programs for tenants, homebuyers, and others looking for housing;
- Review policies and practices in homeless shelters to ensure they do not violate the fair housing laws;
- Advice and direction on how to increase Elkhart's capacity to provide adequate fair housing enforcement;
- Advise lenders doing business in Elkhart on how to create special purpose credit programs;
- Evaluate ways to ensure housing stability for cost burdened tenants including but not limited to passing a source of income protection law and guaranteeing a right counsel for tenants being evicted.

CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY VERIFICATION AND NON-DISCRIMINATION COMMITMENT

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

STATE OF _____)
) §
COUNTY OF _____)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.

- a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
- b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

2. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and

3. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

4. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this _____ day of _____, 20__

Contractor

Signature of Person Authorized to sign on behalf
of Contractor

Printed Name and Title

RESOLUTION NO. 23-R- 033

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING INVOICE FOR LABOUR PUMP
DEPOSITION COSTS AND APPROPRIATING FUNDS FOR PAYMENT

Whereas, The Commission has employed Ice Miller, LLP to seek recovery of City costs and damages arising from the environmental contamination at the former Labour Pump site; and

Whereas, the Contract for Services requires the City to pay litigation expenses as incurred; and

Whereas, Veritext Legal Solutions has submitted the attached invoice 6415016 and 6417450 for court reporting services for depositions held on 2/22/23 and 2/23/23, in the amounts of \$1712.15 and \$662.50, for a total charge of \$2374.65 (the "Invoice"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Invoice be approved and the funds appropriated to pay the same.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoice for payment in the amount of \$2374.65.
2. The Commission appropriates the sum of \$2374.65 from the Consolidated South Elkhart Economic Development/Redevelopment Area TIF Special Fund to pay the Invoice.
3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF MAY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Veritext, LLC - Midwest Region

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



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

Invoice #: 6415016
Invoice Date: 3/9/2023
Balance Due: \$1,712.15

Case: City Of Elkhart Redevelopment Commission v. Labour Pump Company,
Et Al. (20D021512CT000210)

Proceeding Type: Depositions

Job #: 5772749 | Job Date: 2/22/2023 | Delivery: Normal

Location: South Bend, IN

Billing Atty: Brent W. Huber Esq

Scheduling Atty: Amy Berg | Ice Miller LLP

Witness: Brett Konarski , 30(b)(6)	Quantity	Price	Amount
Original Transcript	246.00	\$4.00	\$984.00
Attendance - Hourly	7.00	\$65.00	\$455.00
Exhibits	1361.00	\$0.15	\$204.15
Litigation Package-Secure File Suite	1.00	\$25.00	\$25.00
Logistics & Processing	1.00	\$19.00	\$19.00
Hosting & Delivery of Encrypted Files	1.00	\$25.00	\$25.00

Notes:

Invoice Total: \$1,712.15
Payment: \$0.00
Credit: \$0.00
Interest: \$0.00
Balance Due: \$1,712.15

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

Remit to:
Veritext
P.O. Box 71303
Chicago IL 60694-1303
Fed. Tax ID: 20-3132569

Pay By ACH (Include invoice numbers):
A/C Name: Veritext
Bank Name: BMO Harris Bank
Bank Addr: 311 W. Monroe Chicago, IL 60606
Account No: 4353454 ABA: 071000288
Swift: HATRUS44

Invoice #: 6415016
Invoice Date: 3/9/2023
Balance Due: \$1,712.15

Pay by Credit Card: www.veritext.com

Veritext, LLC - Midwest Region

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



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

Invoice #: 6417450
Invoice Date: 3/9/2023
Balance Due: \$662.50

Case: City Of Elkhart Redevelopment Commission v. Labour Pump Company,
Et Al. (20D021512CT000210)

Proceeding Type: Depositions

Job #: 5772769 | Job Date: 2/23/2023 | Delivery: Normal

Location: South Bend, IN

Billing Atty: Brent W. Huber Esq

Scheduling Atty: Amy Berg | Ice Miller LLP

Witness: 30(b)(6) of JPR Petrie Ken Jones Jr	Quantity	Price	Amount
Original Transcript	94.00	\$4.00	\$376.00
Attendance - Hourly	2.00	\$65.00	\$130.00
Exhibits	175.00	\$0.50	\$87.50
Litigation Package-Secure File Suite	1.00	\$25.00	\$25.00
Logistics & Processing	1.00	\$19.00	\$19.00
Hosting & Delivery of Encrypted Files	1.00	\$25.00	\$25.00

Notes:

Invoice Total: \$662.50
Payment: \$0.00
Credit: \$0.00
Interest: \$0.00
Balance Due: \$662.50

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

Remit to:
Veritext
P.O. Box 71303
Chicago IL 60694-1303
Fed. Tax ID: 20-3132569

Pay By ACH (Include invoice numbers):
A/C Name: Veritext
Bank Name: BMO Harris Bank
Bank Addr: 311 W. Monroe Chicago, IL 60606
Account No: 4353454 ABA: 071000288
Swift: HATRUS44

Invoice #: 6417450
Invoice Date: 3/9/2023
Balance Due: \$662.50

Pay by Credit Card: www.veritext.com

RESOLUTION NO. 23-R-034

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING AUGUST MACK
EMPLOYMENT TO PREPARE EXPERT WITNESS REPORT AND
APPROPRIATING FUNDS

Whereas, The Commission owns the property at 2306 S. Main which is contaminated and has employed Ice Miller LLP to pursue collection of the clean-up costs from responsible parties; and

Whereas, legal counsel has recommended that August Mack ("Mack") be employed to perform an analysis of all available data pertaining to the environmental condition of the Site and prepare an Expert Witness Report for trial purposes and Mack has provided the attached proposal for services for the Commission's review (the "Services"); and

Whereas, the Commission has reviewed the proposed scope and estimated cost for the Services and believes it is in the best interest of the City and its inhabitants that the Services be approved, that Mack be employed to perform the Services and funds be appropriated to cover the cost of the Services as and when billed.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Mack to perform the Services in accordance with the attached proposal.
2. The Commission appropriates the sum of \$41,600.00 from the Consolidated South Elkhart Economic Development/Redevelopment TIF Area Special Fund to cover the cost of the Services. Any unused funds remaining after completion of the Services will be returned to the appropriate fund.
3. The Commission authorizes Ice Miller LLP to execute, accept and deliver the proposal and to do all acts which they deem necessary and desirable in furtherance thereof.

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF MAY 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary



317.916.8000 • www.augustmack.com
1302 North Meridian Street, Suite 300 • Indianapolis, Indiana 46202

May 5, 2023

Mr. Brent Huber
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282

**Re: Proposal for Expert Witness Report
Former G&W Industries Site
2306 South Main Street
Elkhart, Indiana 46516
August Mack Proposal Number JX0311.380**

Dear Mr. Huber:

In accordance with your request, August Mack Environmental is pleased to provide you with this proposal for preparation of an expert witness report for the former G&W Industries facility located in Elkhart, Indiana (Site).

To complete this objective August Mack proposes the following tasks:

1. Review the publicly available data contained in the Indiana Department of Environmental Management Virtual File Cabinet and any other data made available by the client.
2. Prepare an expert report documenting our opinions on the facts.
3. Meet with you to discuss the findings of our report.

The estimated time and materials (T&M) cost to perform the work described above is **\$41,600**. The work will be provided consistent with the August Mack Expert Witness Fee Schedule and the August Mack – Ice Miller agreed upon Terms and Conditions provided in **Attachment A**. Invoices for this project will be issued monthly and only work performed will be billed.

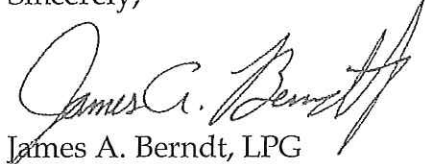
If you agree with the scope of work and costs presented above and the terms and conditions attached to this proposal (**Attachment A**), please sign, and return a copy of this proposal as your authorization to proceed. We appreciate the opportunity to provide

Mr. Brent Huber

May 5, 2023

you with this proposal and look forward to working with you on this project. Please contact us if you have any questions or comments regarding this information.

Sincerely,



James A. Berndt, LPG
Vice-President of Technical Services

Accepted by: _____
Acknowledging the Attached Terms & Conditions

Printed Name: _____ Date: _____

ATTACHMENT A

August Mack Fee Schedule and Terms & Conditions



2023 Company Fee Schedule

EXPERT WITNESS

Labor Classification	Rate/Hour
Principal	\$468.00
Senior Manager	\$385.00
Senior Data/Engineering/Geology Manager	\$385.00
Field Operations Manager	\$248.00
Project Data Analyst/Engineer/Geologist	\$248.00
Project Manager	\$248.00
Health and Safety Manager	\$248.00
Staff Engineer	\$220.00
Staff Consultant	\$220.00
Geologist/Scientist	\$220.00
Senior Technical Report Writer	\$220.00
Field Supervisor	\$165.00
Data Analyst	\$165.00
Field Scientist	\$165.00
Technical Imaging Specialist	\$138.00
Technical Imaging Technician	\$138.00
Technical Report Writer	\$121.00
Field Technician	\$121.00
Administrative	\$121.00
Outside Professional/Service	Cost + 15%
Subcontractors	Cost + 15%
Materials & Supplies/Incidentals	Cost + 15%
Per Diem	\$47.00/Day
Mileage	Standard Mileage Rate
Supplemental Billing Units	See attached if applicable

** Please refer to the Expert Witness Fee Schedule for any work associated with litigation support, depositions, courtroom preparation or appearances.*

AUGUST MACK ENVIRONMENTAL, INC. TERMS AND CONDITIONS

DEFINITIONS. When used herein, the terms "we," "us," "August Mack," or "our" refer to August Mack Environmental, Inc., and the terms "you," "your," "he/she," "his/her," "it," and "its" refer to Client.

AGREEMENT. This agreement is governed by the following terms and conditions in the order of precedence: a) these Terms and Conditions; and b) August Mack's Proposal accepted by Client (the Proposal and these Terms and Conditions shall be collectively referred to as the "Agreement"). This Agreement constitutes the entire agreement between the parties and shall supersede all prior oral or written communications.

SCOPE OF WORK. Client has requested that August Mack provide consulting services as specified in and for the charges set forth in our Proposal and as authorized by Client.

COMPENSATION. Invoices for services provided and expenses incurred are due and payable upon receipt. Balances outstanding more than thirty (30) days after invoice date shall be deemed delinquent and shall be subject to a monthly finance charge of 1 ½ percent, court costs, attorney's fees, and any other cost of collection incurred by August Mack. The payment of all fees and expenses is the responsibility of the Client notwithstanding Client's relationship and/or agreement with third parties, contingency arrangements, subrogation, etc.

LIMIT OF LIABILITY. Client acknowledges and agrees that our total aggregate liability to Client or any third party arising from the Agreement or the performance of services for the Client under the Agreement shall not exceed our total fee.

INDEMNIFICATION. The Client agrees, at its sole expense, to defend August Mack (including its employees, shareholders and agents) against, and to indemnify and hold August Mack (including its employees, shareholders and agents) harmless from, any claim, liability, judgment, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of defense) relating to a claim or suit by a third party against August Mack (including its employees, shareholders and agents), either arising from the Agreement or the performance of services for the Client under the Agreement.

DOCUMENTS AND CONFIDENTIALITY. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents, and other information deemed necessary by us for proper performance of our services and Client warrants and represents that any such information provided shall not infringe on any United States or foreign patent, copyright, trade secret, or other proprietary right of any third party, and shall hold August Mack harmless and indemnify us for any such infringement. We may rely upon Client-provided documents in performing the services; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client.

Nothing in the Agreement shall affect August Mack's right to use, disseminate, or publish any information that (i) is or becomes available to the public through no breach of the Agreement by August Mack; (ii) is obtained by August Mack from a third party who had the legal right to disclose the information to August Mack; or (iii) is already in the possession of August Mack on the date the Agreement becomes effective. In addition, Client's confidential information does not include information generated by August Mack (whether alone or with others) unless August Mack generated the information during the course of performing consulting services for the Client under the Agreement. Nothing in the Agreement shall prevent August Mack from disclosing the Client's confidential information to the extent it is required to be disclosed by law, government regulation, or court order, provided that August Mack takes reasonable steps to provide the Client with sufficient prior notice to allow the Client to consent to the disclosure or seek a protective order.

ASSIGNABILITY. Neither party shall assign or transfer their interest in this Agreement without prior written consent from the other party.

TERMINATION. Client may terminate this Agreement upon fifteen (15) days written notice for any reason. Upon termination, Client shall immediately pay all fees and expenses incurred by Consultant. August Mack may terminate this Agreement upon fifteen (15) days written notice if payments are not made within 60 days of the date billing is mailed. This does not relieve Client in any way from payment for services rendered or expenses incurred.

If not previously terminated this Agreement shall expire upon August Mack's completion of the services. Upon termination of this Agreement, August Mack shall be entitled to payment for services performed up to and including the date of termination.

NO WAIVER. The failure of August Mack to insist on strict performance of the terms hereunder will not be considered as a waiver of any right or remedies that it may have for any subsequent breach, default, or non-performance, or its right to insist strict performance of this Agreement. No waiver is valid unless in writing signed by August Mack.

SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and August Mack shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement and the documents attached hereto and which are incorporated herein constitute the entire agreement between the parties and cannot be changed except by written instrument signed by both the parties.

COUNTERPARTS. This Agreement and any subsequent modifications may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same Agreement.

ALTERNATIVE DISPUTE RESOLUTION. Client and August Mack agree and acknowledge that all disputes or controversies arising out of, from, or under this Agreement or the parties' relationship (except for the need for extraordinary or provisional remedies such as injunctive relief or specific performance) that cannot be settled through negotiations between the parties will be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect. Arbitration shall take place in Marion County, Indiana. The arbitration shall be conducted before one (1) neutral arbitrator if the dispute or controversy involves legitimate claims in the aggregate of less than Two Hundred Thousand dollars (\$200,000.00) or before three (3) neutral arbitrators if the dispute or controversy exceeds in the aggregate Two Hundred Thousand dollars (\$200,000.00).

GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Indiana and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of such State. Any litigation brought in connection with this Agreement shall be commenced and maintained in the United States District Court for the Southern District of Indiana in Indianapolis, Indiana or the Superior Court of Marion County, Indiana having jurisdiction over the parties and the subject matter of the dispute.

Taxpayer I.D. 35-1036189

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

Attn: Sherry Weber

Re: General Services

Page: 1
April 30, 2023
Account No: 26399-000M
Statement No: 175525

Payments received after 04/30/2023 are not included on this statement.

Previous Balance \$47,291.52

Fees

		Hours	
03/22/2023	CTP Review Lien and Restrictive Covenants and Foreclosure Decree. Email M. Kaczka re: same re: 1707 ROYS AVENUE	0.90	267.75
04/03/2023	GDB E-mail red-lined agreement to client to review re: WOODLAND CROSSING	0.30	95.63
	GDB E-mail Service Agreement changes to Lake City's counsel. Draft Resolution approving same re: AURORA re: LAKE CITY	1.00	318.75
	GDB Review Development Agreement and request to submit revised plan. Draft Resolution for April meeting and e-mail to staff re: EOZ ZONE 1	0.80	255.00
04/04/2023	GDB Review M. Huber's comments on Resolution and respond re: EOZ	0.20	63.75
	GDB Review revised Closing Statement and approve. Revise Deed to include Restrictive Covenant required Notice. E-mail Meridian re: need for certified recorded copy of Deed re: 511 DIVISION	1.00	318.75
	CTP Review latest draft of Purchase Agreement re: WOODLAND CROSSING	1.40	416.50
	GDB Review seller's closing documents. Prepare closing documents for Sandy to sign. Review requirements of cover letter to IDEM re: 511 DIVISION	1.00	318.75
	GDB Review Lake City Bank's revisions and e-mail to Board, with Lake City's concern over 4.12 re: AURORA/LAKE CITY SERVICING AGREEMENT	0.60	191.25
	GDB Review M. Nelson's inquiry re: negotiations and forward to Sandy and Wes for feedback re: NLG/1101 E. BEARDSLEY	0.40	127.50

Re: General Services

			Hours	
04/05/2023	GDB	Initial response to M. Nelson re: possible settlement re: NLG/1101 E. BEARDSLEY	0.30	95.63
	GDB	Respond to Jerry K. re: 4.12 of Servicing Agreement re: AURORA/LAKE CITY BANK SERVICING AGREEMENT	0.10	31.88
	GDB	Review file and respond to Jerry K. re: procedure for draw-downs and who held the loan funds re: AURORA/FIREFIGHTERS	0.20	63.75
	GDB	Review Mike H.'s e-mail re: changes to Development Plan request re: EOZ	0.30	95.63
	GDB	Review NLG's bill and confirm it is covered by the \$30,000 appropriation re: NLG/1101 E. BEARDSLEY	0.30	95.63
	GDB	Draft IDEM letter for certified deed copy. Teleconf with Sandy re: closing documents re: 511 DIVISION	1.00	318.75
	GDB	Review draft and revisions of purchase agreement. Revise and update draft re: WOODLAND CROSSING	1.50	478.13
	GDB	Prepare invitation letter - letter declaring no excess TIF, and update Distribution Sheet re: ANNUAL TIF MEETING	0.80	255.00
04/06/2023	GDB	Attend Pre-Agenda meeting	1.00	318.75
	GDB	Conference with Board members. Update re: negotiations. Respond to M. Nelson re: NLG/1101 E. BEARDSLEY	0.30	95.63
	GDB	Review Servicing Agreement revisions. E-mail to Sherry. Respond to bank's counsel re: AURORA/LAKE CITY BANK SERVICING AGREEMENT	0.40	127.50
	GDB	Collect signatures on closing documents. E-mail Dorothea T. re: dates and legal description re: 511 DIVISION	0.40	127.50
	GDB	Review letters and revise mailing list. E-mail to Sherry, Mike and Adam with instructions on what needs presented at May meeting and when letter goes to auditor re: excess TIF re: ANNUAL TIF MEETING	1.00	318.75
	GDB	Review Status Report re: ICE/LA BOUR	0.10	31.88
	GDB	Review Status Report and Case Management Plan re: G & W	0.30	95.63
04/10/2023	CTP	Telephone call with Assessor's Office re: assessment of Woodland Crossing. Email Meridian Title re: question on Assignment of Lease for WOODLAND CROSSING	0.40	119.00
04/11/2023	CTP	Email M. Kaczka re: due diligence re: WOODLAND CROSSING	0.40	119.00
	CTP	Attend Aurora Capital meeting	0.40	119.00
	CTP	Attend Redevelopment Commission meeting	0.90	267.75
	GDB	Copy final signed documents for file and forward to Sherry and Adam re: 511 DIVISION	0.30	95.63
	GDB	Review J. Kearns' comments and review current		

Re: General Services

			Hours	
		draft. Respond to Jerry and Jared re: same re: AURORA/SERVICING CONTRACT	0.80	255.00
GDB		Review Resolutions for meeting	0.10	31.88
GDB		Attend Aurora and Redevelopment meetings. Conference with Adam and Mike	2.50	796.88
04/12/2023	GDB	Finalize letter to IDEM with Certified Deed re: 511 DIVISION	0.60	191.25
	GDB	Print final revised Agreement. Review bank's update and respond re: AURORA/SERVICING AGREEMENT	0.40	127.50
04/13/2023	GDB	Review Status Report re: ICE/LA BOUR	0.30	95.63
04/17/2023	GDB	Draft Resolution approving additional VRIP work by EFI. Review proposal re: ICE/G & W	0.50	159.38
	GDB	Review and revise Resolution, Purchase Agreement and attachments. E-mail Mary with status of recorded Restrictive Covenant Agreement re: 209 N. 2ND STREET	1.50	478.13
04/18/2023	GDB	Respond to Sherry re: Jerry K. billing and separation of GMLF and Aurora billings re: AURORA	0.30	95.63
	GDB	Locate and e-mail Jerry K. re: signed IFFA and Pool Tables Plus documents re: AURORA	0.30	95.63
	GDB	Draft and revise Resolution, Purchase Agreement, Deed, Master Agreement and Grant of Lien. Review NSP guidelines re: 209 N. 2ND STREET	3.00	956.25
	GDB	Review file on prior transfers subject to restrictive covenant re: 142 STATE	0.30	95.63
04/19/2023	GDB	Teleconf with B. Huber re: EFI work scope and settlement discussions re: ICE/G & W	0.30	95.63
	GDB	Teleconf with B. Huber re: recent hearing re: Stantec reports and need for trial date re: ICE/LA BOUR	0.30	95.63
	GDB	Teleconf with B. Huber re: PFAS negotiations status of settlement discussions re: 1101 E. BEARDSLEY	0.30	95.63
	GDB	Research issue of paying for off-site air studies. Review and send Adam opinion of 01/27/20. Review proposal for work re: WALTER PIANO SITE (W. BEARDSLEY)	0.60	191.25
	GDB	Review and revise Resolution and schedules for Agreement with LaCasa and review I.C. 36-7-14-22.2. E-mail Mary K., et al re: status and e-mails drafts to client and LaCasa re: 209 N. 2ND STREET	1.80	573.75
	GDB	Review 2022 proposal. E-mail client and LaCasa to clarify intended use prior to preparation of Resolution and agreement re: 142 STATE	0.40	127.50

Re: General Services

		Hours	
04/20/2023	GDB E-mail Mike, Adam and John E. re: discussion with Brent Huber on pending cases, settlement issues and PFAS regulation re: ICE/G & W/LA BOUR and 1101 E. BEARDSLEY	0.40	127.50
	GDB Teleconf with R. Deahl re: deed and lien release on Lot 6 and need for City's lien release on apartment complex to facilitate re-financing and decision not to sell apartments. Review loan documents re: release of apartments from lien and remaining collateral re: GLC/MARTIN'S	2.10	669.38
	GDB Update client re; B. Huber's PFAS comments and e-mail M. Nelson re: same. Review response re: 1101 E. BEARDSLEY	0.40	127.50
	GDB Review loan documents and e-mail all re: request to release mortgage on lots 4A and 5A re: GLC/MARTIN'S	0.60	191.25
04/21/2023	BAS Prepare and finalize letter to Elkhart County Recorder re: Quit-Claim Deed re: 112 DIVISION STREET	0.50	75.00
04/24/2023	GDB Review title commitment, Phase 1 Report and Purchase Agreement. E-mail L. Snyder and Adam re: status of closing. E-mail Commission Resolution to Meridian Title re: PREMIER ARTS LOT	0.80	255.00
	GDB Review NLG's update re: Camsaw and forward to client re: 1101 E. BEARDSLEY	0.10	31.88
	GDB Draft Mortgage Partial Release re: Lots 3, 4, 5 and 6 re: GLC/MARTIN'S	0.60	191.25
04/25/2023	CTP Review La Casa revisions re: 209 N. SECOND STREET	0.60	178.50
	GDB Review Partial Release of Mortgage re: GLC/MARTIN'S	0.20	63.75
	GDB Review Closing Statement and Purchase Agreement and approve same re: PREMIER ARTS LOT	0.50	159.38
04/26/2023	CTP Revise latest draft of Purchase Agreement re: Woodland Crossing. Review Woodland Crossing leases re: landlord option to terminate re: WOODLAND CROSSING	6.40	1,904.00
	CTP Review River District leases. Email A. Fann re: same re: RIVER DISTRICT	0.40	119.00
	GDB Teleconf with J. Hughey re: closing. Respond re: acceptance language for deed re: PREMIER ARTS LOT	0.50	159.38
	GDB Receive final signed agreement and forward to Sherry, Sandy and J. Kearns re: AURORA/SERVICING AGREEMENT	0.30	95.63
	GDB Respond to Mary re: CDBG Sub-Recipient Agreement. Draft Resolution. E-mail Mary re: procedure used for Habitat/Stiver project re:		

Re: General Services

		Hours	
	LA CASA/209 N. 2ND	0.50	159.38
GDB	Review Mary K.'s e-mail re: proposed counter-offer. Conference on updating City's revised draft of agreement. Respond to Mary re: WOODLAND CROSSING	0.30	95.63
GDB	Review LaCasa's changes to agreement and schedules, and their concerns. Revise drafts and review NSP regulations. Final review and revisions. E-mail new draft to LaCasa and City re: 209 N. 2ND STREET	2.70	860.63
GDB	Review list of real estate taxes owed. Look for leases. Respond to Adam re: issues and potential responses to County re: RIVER DISTRICT REAL ESTATE TAXES	1.00	318.75
GDB	Review closing documents and respond to J. Hughey re: language accepting deed. Prepare documents for signature. E-mail Controller to issue wire transfer for purchase price re: PREMIER ARTS LOT	0.80	255.00
04/27/2023 CTP	Multiple emails with M. Kaczka re: Woodland Crossing. Continue revising Purchase Agreement re: WOODLAND CROSSING	2.30	684.25
GDB	Draft Resolution for CDBG Sub-Recipient Agreement funding. Review information on environmental review process. E-mail draft to Mary, Brad and Sherry. Review Schedule 1. Revise, print and e-mail Resolution for packet re: 209 N. 2ND STREET	1.30	414.38
GDB	Draft Resolution appropriating funds for silt fence. E-mail for packet. Respond re: need for Change Order re: ROUNDHOUSE	0.80	255.00
GDB	Conference re: lease termination issue. Review e-mail re: same re: WOODLAND CROSSING	0.30	95.63
GDB	Respond to Mary re: 50% AMI and appropriating subject to environmental procedure. Revise and re-send Resolution re: 209 N. 2ND STREET	0.40	127.50
GDB	Review Resolution and purchase agreement. Revise AM percentage. E-mail for packet re: 209 N. 2ND STREET	0.60	191.25
GDB	Check GIS for lot information. Draft Offering Resolution, Public Notice and Offering Sheet re: VACANT STERLING LOT	0.80	255.00
GDB	Review update on discussions re: re-financing/revising loan payments re: LEXINGTON BUSINESS CENTER	0.30	95.63
GDB	Conference re: issues with leases and how to terminate re: WOODLAND CROSSING	0.30	95.63
GDB	Draft Resolution approving contract and appropriating funds for SWP3 work on Roundhouse and 1101 E. Beardsley. E-mail Adam re: contract form to use and e-mail for packet re: METRIC SWP3	0.80	255.00
GDB	E-mail Sherry re: items to add to Agenda. Review Agenda draft	0.30	95.63

April 30, 2023

Account No: 26399-000M

Statement No: 175525

Re: General Services

		Hours	
04/28/2023	CTP Review and revise Purchase Agreement. Email M. Kaczka re: service contracts re: AURORA/SERVICING CONTRACTS	3.40	1,011.50
	CTP Review settlement re: 1101 E. BEARDSLEY. Conference re: same.	0.50	148.75
	GDB Review proposed Settlement Agreement with AAG/HIG. Forward to J. Espar. Initial response to M. Nelson re: NLG/1101 E. BEARDSLEY	1.00	318.75
	GDB Review statute re: two appraisals. Respond to Adam re: same. Revise drafts. Teleconf with Adam re: LOT 51-56 HUDSON STERLING	0.60	191.25
	GDB Revise Resolution approving Change Order for board silt fence and e-mail for packet re: ROUNDHOUSE	0.30	95.63
	GDB Teleconf with Adam re: paying four Main Street tax bills and information to respond to County on River District real estate re: REAL ESTATE TAX BILLS	0.30	95.63
	GDB Respond to Adam re: need for Resolution on award of demolition contract with form re: 1101 E. BEARDSLEY	0.50	159.38
	GDB Review final updates to revised purchase agreement before sending to seller. Update personal property and re-send and respond re: issue on service contracts re: WOODLAND CROSSING	0.70	223.13
	GDB Review and respond re: Camsaw and AAG settlements re: NLG/1101 E. BEARDSLEY	0.40	127.50
	For Current Services Rendered	67.90	21,176.44

Expenses

04/05/2023	Payment to The Elkhart Truth re: publication of Notice of Solicitation of Offers for Purchase of Real Property re: 1560 1/2 SO. MAIN ST. Ad No. 70615782. Ad ran 3/16 and 3/23/23	54.54
04/12/2023	Payment to Meridian Title re: Certified Deed to send to IDEM re: 511 DIVISION	9.00
04/20/2023	Payment to Elkhart County Auditor re: transfer fee re: 112 DIVISION STREET	10.00
04/28/2023	Payment to Elkhart Truth re: publication of Notice of Public Meeting re: LOTS 729-739 SOUTH MAIN. Ad No. 70632898. Ad ran 4/14 and 4/21/23.	113.94
	Total Expenses	187.48

Advances

04/20/2023	Recording fee paid to Elkhart County Recorder re: Quit-Claim Deed re: 112 DIVISION STREET	25.00
04/21/2023	Online legal research - March services re: WOODLAND CROSSING	67.99
04/21/2023	Online legal research - March services re: 1707	

Elkhart Redevelopment Commission

Page: 7

April 30, 2023

Account No: 26399-000M

Statement No: 175525

Re: General Services

	ROYS	51.05
04/21/2023	Online legal research - March services re:	
	CONSOLIDATED NORTH	24.56
04/21/2023	Online legal research - March services re: CDBG	19.87
	Total Advances	188.47
	Total Current Work	21,552.39

Payments

04/11/2023	Fee Payment - Check No. 308208	-15,999.24
04/11/2023	Advance Payment - Check No. 308208	-689.68
	Total Payments	-16,688.92
	Balance Due	<u>\$52,154.99</u>

Aged Due Amounts					
<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
52,154.99	0.00	0.00	0.00	0.00	0.00

Please Remit	<u>\$52,154.99</u>
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A finance charge of 18% per annum, or the highest rate permitted by law, whichever is less, will be assessed on all accounts past due 30 days.

City of Elkhart
TIF Budget Summary
As of February 28th, 2023
(Unaudited)

	4445 - Downtown		4446 - Pierre Moran		4447 - Southwest	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		4,652,673.38		-		-
Revenues						
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-
Expenses						
Personnel Services	3,644.84	10,934.52	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	495,000.00	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	238,911.13	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	3,072.75	3,072.75	-	-	-	-
State Grant Expense	-	-	-	-	-	-
Other Services & Charges	67,595.62	69,989.62	-	-	-	-
Transfers (Out)	-	-	-	-	-	-
Total Expenses	74,313.21	817,908.02	-	-	-	-
Ending Cash		3,834,765.36		-		-
Less: Encumbrances		106,491.00		-		-
Estimated Ending Cash		3,728,274.36		-		-

City of Elkhart
TIF Budget Summary
As of February 28th, 2023
(Unaudited)

	4448 - Aeroplex		4449 - Sterling		4450 - Cassopolis	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		1,407,076.75		-		12,412,196.31
Revenues						
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	-	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	-	-	-	-	-	-
State Grant Expense	-	-	-	-	-	-
Other Services & Charges	-	-	-	-	285,049.50	285,049.50
Transfers (Out)	-	-	-	-	-	-
Total Expenses	-	-	-	-	285,049.50	285,049.50
Ending Cash		1,407,076.75		-		12,127,146.81
Less: Encumbrances		-		-		1,674,513.40
Estimated Ending Cash		1,407,076.75		-		10,452,633.41

City of Elkhart
TIF Budget Summary
As of February 28th, 2023
(Unaudited)

	4451 - Tech Park		4452 - Main Gateway		4453 - Consolidated	
Beginning Cash	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Revenues		996,801.90		-		6,791,100.64
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	-	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	-	-	-	-	-	-
State Grant Expense	-	-	-	-	-	-
Other Services & Charges	434.32	514.32	-	-	275,449.59	275,925.57
Transfers (Out)	-	-	-	-	-	-
Total Expenses	434.32	514.32	-	-	275,449.59	275,925.57
Ending Cash		996,287.58		-		6,515,175.07
Less: Encumbrances		98,557.60		-		1,364,302.60
Estimated Ending Cash		897,729.98		-		5,150,872.47

City of Elkhart
TIF Budget Summary
As of February 28th, 2023
(Unaudited)

	4692 - Downtown Capital		2552 - Redevelopment	
	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		68,478.32		-
Revenues				
Spring Property Taxes	-	-	-	-
Fall Property Taxes	-	-	-	-
State Grants	-	-	-	-
Miscellaneous	-	-	-	-
Rent Income	-	-	-	-
Sale of Property	-	-	-	-
Transfers (In)	-	-	-	-
Total Revenue	-	-	-	-
Expenses				
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Professional Services	-	-	-	-
Debt Service (Principle)	-	-	-	-
Major Moves Loan Payment	-	-	-	-
Interest Expense	-	-	-	-
Admin & Trustee Fee	-	-	-	-
Brownfield Services	-	-	-	-
State Grant Expense	-	-	-	-
Other Services & Charges	-	-	263.00	263.00
Transfers (Out)	-	-	-	-
Total Expenses	-	-	263.00	263.00
Ending Cash		68,478.32		(263.00)
Less: Encumbrances		39,451.72		-
Estimated Ending Cash		29,026.60		(263.00)

City of Elkhart
TIF Budget Summary
As of March 31st, 2023
(Unaudited)

	4445 - Downtown		4446 - Pierre Moran		4447 - Southwest	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		4,652,673.38		-		-
Revenues						
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-
Expenses						
Personnel Services	-	10,934.52	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	9,411.40	9,411.40	-	-	-	-
Debt Service (Principle)	-	495,000.00	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	238,911.13	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	-	3,072.75	-	-	-	-
State Grant Expense	-	-	-	-	-	-
Other Services & Charges	12,213.40	82,203.02	-	-	-	-
Contract Services	-	-	-	-	-	-
Infrastructure	-	-	-	-	-	-
Transfers (Out)	-	-	-	-	-	-
Total Expenses	21,624.80	839,532.82	-	-	-	-
Ending Cash		3,813,140.56		-		-
Less: Encumbrances		106,491.00		-		-
Estimated Ending Cash		3,706,649.56		-		-

City of Elkhart
TIF Budget Summary
As of March 31st, 2023
(Unaudited)

	4448 - Aeroplex		4449 - Sterling		4450 - Cassopolis	
Beginning Cash	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Revenues		1,407,076.75		-		12,412,196.31
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	-	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	-	-	-	-	-	-
State Grant Expense	-	-	-	-	-	-
Other Services & Charges	-	-	-	-	-	285,049.50
Contract Services	-	-	-	-	-	-
Infrastructure	-	-	-	-	622,025.32	622,025.32
Transfers (Out)	-	-	-	-	-	-
Total Expenses	-	-	-	-	622,025.32	907,074.82
Ending Cash		1,407,076.75		-		11,505,121.49
Less: Encumbrances		-		-		1,674,513.40
Estimated Ending Cash		1,407,076.75		-		9,830,608.09

City of Elkhart
TIF Budget Summary
As of March 31st, 2023
(Unaudited)

	4451 - Tech Park		4452 - Main Gateway		4453 - Consolidated	
Beginning Cash	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Revenues		996,801.90		-		6,791,100.64
Spring Property Taxes	-	-	-	-	-	-
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	500.00	500.00
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	-	-	-	500.00	500.00
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Debt Service (Principle)	-	-	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	-	-	-	-	-	-
State Grant Expense	-	-	-	-	-	-
Other Services & Charges	1,262.20	1,776.52	-	-	26,665.45	302,591.02
Contract Services	-	-	-	-	-	-
Infrastructure	-	-	-	-	-	-
Transfers (Out)	-	-	-	-	-	-
Total Expenses	1,262.20	1,776.52	-	-	26,665.45	302,591.02
Ending Cash		995,025.38		-		6,489,009.62
Less: Encumbrances		98,557.60		-		2,072,464.70
Estimated Ending Cash		896,467.78		-		4,416,544.92

City of Elkhart
TIF Budget Summary
As of March 31st, 2023
(Unaudited)

	4692 - Downtown Capital		2552 - Redevelopment	
	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		68,478.32		-
Revenues				
Spring Property Taxes	-	-	-	-
Fall Property Taxes	-	-	-	-
State Grants	-	-	-	-
Miscellaneous	-	-	-	-
Rent Income	-	-	-	-
Sale of Property	-	-	-	-
Transfers (In)	-	-	-	-
Total Revenue	-	-	-	-
Expenses				
Personal Services	-	-	-	-
Supplies	-	-	-	-
Professional Services	-	-	-	-
Debt Service (Principle)	-	-	-	-
Major Moves Loan Payment	-	-	-	-
Interest Expense	-	-	-	-
Admin & Trustee Fee	-	-	-	-
Brownfield Services	-	-	-	-
State Grant Expense	-	-	-	-
Other Services & Charges	-	-	-	263.00
Contract Services	-	-	-	-
Infrastructure	-	-	-	-
Transfers (Out)	-	-	-	-
Total Expenses	-	-	-	263.00
Ending Cash		68,478.32		(263.00)
Less: Encumbrances		39,451.72		-
Estimated Ending Cash		29,026.60		(263.00)