

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

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

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



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

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

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

AMENDED

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS TUESDAY, DECEMBER 9, 2025 at 4:00 P.M.

THIS MEETING WILL BE HELD IN-PERSON & ELECTRONICALLY VIA WEBEX
To join, go

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

enter 2318 349 8658 as the event number and RDC12 as the event password.

To join by phone, call 1-415-655-0001, enter 2318 349 8658##
Press *6 to unmute telephone

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

1. Call to Order

2. Approval of Minutes

- November 12, 2025, Regular Meeting Minutes

3. New Business

a) Open Bids

b) Preliminary Bond Resolution for South Main Street and Woodland Crossing Infrastructure Construction

c) 1030 Princeton Offering

- Authorize the offering of real estate (1030 Princeton St.) for sale under 36-7-14-22 in the amount of \$6,200

d) ECCVB

- Appropriate and authorize the expenditure of Cassopolis Street Corridor allocation area funds for ECCVB Premier Exit Study Implementation (Exit 92) and appropriate \$160,000 from Cassopolis TIF.
- Appropriate and authorize the expenditure of allocation area No. 1 funds for ECCVB Do Downtown promotions and appropriate \$60,000 from Downtown TIF.

e) Juke Entertainment Contract

- Approve Juke employment contract to provide collaborative assistance on Music Town program and appropriate \$100,000 to be allocated among TIFs.
 - 25% Downtown TIF
 - 25% Consolidated TIF
 - 25% Cassopolis TIF
 - 25% Technology Park TIF

f) Mural Contracts

- Approve underpass mural artists contract and appropriate \$170,756.25 from Downtown TIF.

g) CB Burke Contract Amendment

- Approve amendment No. 1 to C.B. Burke contract for design-bid services on south main street streetscape improvements and appropriate \$93,580 from Downtown TIF.

h) Neighborhood Evolutions

- Approve Neighborhood Evolutions contract and appropriate \$59,900 from Consolidated TIF.

i) Ancon Change Order

j) Woodland Crossing Infrastructure Design (Bodwe)

- Approve Bodwe contract for design services for portions of the Woodland Crossing Shopping Center and appropriate \$385,800 from Consolidated TIF.

k) Woodland Crossing Topographic Survey Contract

- Approve JPR contract for survey services for portions of Woodland Crossing Shopping Center at a not to exceed price of \$20,500 from Consolidated TIF.

l) Amendment to 2025 Woodland Crossing Operations Budget

- Approve amendment to Woodland Crossing Operations Budget for calendar year 2025.

m) Woodland Crossing 2026 Operating Expenses Budget

- Approve Woodland Crossing operations budget for calendar year 2026

4. Staff Updates

5. Other Business

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

9. Public Comment

10. Adjournment

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REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Wednesday, November 12, 2025
4:00 p.m.

PRESENT: Dina Harris, Sandi Schreiber, Wes Steffen, Luke Lefever, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Jacob Wolgamood, Mary Kaczka, Thalia Mora, Drew Wynes, Chad Rapp, Joe Geiger, Mike and English

PRESENT BY WEBEX: Chris Pottratz

CALL TO ORDER

This meeting was held in-person, telephonically, and virtually through WEBEX. The meeting was called to order at 4:02 p.m. by Ms. Schreiber, President.

APPROVAL OF MEETING MINUTES

Ms. Schreiber asked for a motion to approve the October 14, 2025, Regular Meeting Minutes. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. OPENING OF BIDS

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

B. Asbestos Assessment and Remediation Bid Rejection

Mr. Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to reject the submitted bids for asbestos assessment and remediation at 420 S 2nd St. and 812 South Main Street. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

C. 403 Jackson Place Parcel Transfer from BPW

Mr. Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to accept a transfer of 403 Jackson Place from the Board of Public Works. Moved by Mr. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

D. 403 Jackson Place Sale

Mr. Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to accept the offer from Alandra Salazar in the amount of \$500, approve the transfer of the property to her and approve the form purchase agreement. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

E. 928 W Marion Street Sale

Mr. Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to accept the offer from Juan and Jessica Fortosoin the amount of \$500, approve the transfer of property to them and approve the purchase agreement. Moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

F. Indiana Avenue Extension

Mr. Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to extend the time for completion of the construction project to and including August 31, 2026. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

G. Karen Drive Right of Way Proposal

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of DLZ Indiana, LLC to perform the services described in the agreement, appropriate the sum of \$84,575 from the Cassopolis Street Corridor Allocation Area, and approve the form and content of the agreement. Moved by Ms. Harris. Seconded by Mr. Steffen. Mr. Chad Rapp, Mr. Joe Geiger and Mr. Mike English (Karen Drive property owners) raised concerns about communication regarding development project on Karen Drive. Mr. Huber addressed the questions and concerns of homeowners. He will speak with the current developer regarding accessing property that is privately owned and have them do their due diligence. Ms. Harris asked that DLZ communicate with the property owners first thing and explain what is happening with them visually. Voice vote, all in favor. Motion approved.

H. SoMa Garden Park Improvements

Mr. Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to appropriate \$22,000 from Fund 281 Proceeds of Sale of Property to apply to the project costs with any balance remaining being applied to the appropriate account. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

I. Ancon Contract Adjustment for Woodland Crossing Engineering

Mr. Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the proposal and the increase of Ancon contract price to \$3,342,753 and appropriate the

increased sum of \$28,753 from Consolidated South Elkhart Area. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

J. 420 South Second Street Asbestos Remediation Assessments

Mr. Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve employment of Clean Air Environmental Services, Inc. to provide the asbestos assessment at 420 South Second and appropriate the sum of \$1,250 from Downtown Allocation Area No. 1. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

K. 812 South Main Street Asbestos Remediation Assessment

Mr. Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Clean Air Environmental Services, Inc. to provide the asbestos assessment at 812 South Main and appropriate \$600 from Consolidated Area TIF. Moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

L. 2026 Spending Plan

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the 2026 TIF Spending Plan as presented. Moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

M. River District Development Company Memorandum of Understanding (MOU)

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the River District Development Company Memorandum of Understanding as presented and authorize its execution. Moved by Mr. Lefever. Seconded by Ms. Harris. Mr. Steffen recused himself as he is an adjacent property owner. Voice vote, three in favor, one recused. Motion approved.

N. G&W PFAS Testing

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the services of Enviroforensics for G&W PFAS testing services and appropriate \$18,196 from Consolidated South Elkhart TIF. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

O. Woodland Crossing 2026 CAM Budget

Ms. Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the 2026 Woodland Crossing CAM Budget as presented. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

P. CDBG Owner Occupied Rehabilitation Program resolution approving Rehabilitation Program Raising Cap on Rehab Funding.

Ms. Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the owner occupied rehabilitation guidelines and increase the maximum limit for owner occupied program to \$75,000 per dwelling including contingency funds. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

Q. CDBG Program Community Planning Insights contract for consulting services
Ms. Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Community Planning Insights to provide technical assistance for the CDBG and CDBG-CV programs at an hourly rate of \$100 in a fee not to exceed \$5,620.23 and appropriate that sum from the Community Development Block Grant Program Special Fund and approve the form of contract for services. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

R. Turkey Stampede Use Agreement

Ms. Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the request for access to property as designated in the agreement and approve the form of agreement authorizing its execution. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

STAFF UPDATES

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

- **Yuma Property Offer** – An offer was received on this property. Ms. Schreiber asked for a motion to approve negotiation to finalize the purchase agreement for the Yuma property. Moved by Mr. Lefever. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$27,411.93. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

PUBLIC COMMENT

No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Steffen. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:45 p.m.

Sandra Schreiber, President

RESOLUTION NO. 25-R-__

**A RESOLUTION OF THE CITY OF ELKHART REDEVELOPMENT COMMISSION
PRELIMINARILY DETERMINING TO ISSUE TAX INCREMENT REVENUE BONDS
OF THE REDEVELOPMENT DISTRICT OF THE CITY OF ELKHART, INDIANA**

WHEREAS, the City of Elkhart Redevelopment Commission (the "Commission"), the governing body of the City of Elkhart, Indiana, Department of Redevelopment and the Redevelopment District of the City of Elkhart, Indiana (the "District"), exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the "Act"); and

WHEREAS, the Commission has previously designated and declared an area in the City of Elkhart, Indiana (the "City") known as the Consolidated South Elkhart Economic Development/Redevelopment Area as an economic development area and portions thereof as allocation areas pursuant to Section 39 of the Act (the "Area"); and;

WHEREAS, the Commission desires to finance the cost of certain local public improvements in or serving the Area that support residential housing development, including without limitation certain improvements to existing infrastructure and construction of new infrastructure improvements, including (i) reconstruction of South Main Street from the railroad crossing south to the intersection with Prairie Street, including the removal of old water and sanitary sewer lines, construction of new water, sanitary sewer and storm sewer infrastructure and the construction of new streetscape improvements and any improvements related thereto (the "South Main Street Project"); and (ii) demolition of sections of the existing paved parking lot, construction of new water, sanitary sewer and storm sewer infrastructure and the installation of new curb, sidewalk and parking areas within the existing Woodland Crossing Shopping Center parcel and any improvements related thereto (the "Woodland Crossing Project" and together with the South Main Street Project, collectively, the "Projects"); and

WHEREAS, the Commission reasonably expects to fund the costs of the Project with proceeds of bonds issued by or on behalf of the Commission (the "Bonds"), in the maximum principal amount of Ten Million Five Hundred Thousand Dollars (\$10,500,000); and

WHEREAS, the Bonds will be payable from a pledge of tax increment revenues collected in the Area (the "Tax Increment") and any legally available revenues of the Commission; and

WHEREAS, the Commission may enter into one or more Financial Assistance Agreements, Funding Agreements, Grant Agreements, and/or Financial Aid Agreements, together with any subsequent amendments thereto, with the Indiana Finance Authority as part of its residential infrastructure fund program and/or residential housing infrastructure assistance program, established and existing pursuant to Ind. Code 5-1.2-15.5 (the "IFA Program"), pertaining to the Projects and the financing of the Projects if the Bonds are sold to the IFA Program;

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

1. The Commission hereby makes a preliminary determination to issue the Bonds in one or more series for the purpose of financing all or a portion of the costs of the Projects and paying related costs. The Bonds shall be in the maximum principal amount of Ten Million Five Hundred Thousand Dollars (\$10,500,000), with a final maturity not later than twenty (20) years from the date of issuance and shall bear a per annum interest rate not to exceed six percent (6.0%). The Bonds shall be payable solely from the Tax Increment and any legally available revenues of the Commission.

2. The Commission hereby finds that each of the Projects does not constitute a "controlled project" pursuant to Indiana Code 6-1.1-20.

3. The Commission hereby authorizes the publication of a notice of public hearing on the appropriation of the proceeds of the Bonds pursuant to Indiana Code 5-3-1 and a notice of decision to issue the Bonds pursuant to 6-1.1-20-5.

4. The President, Vice President, Secretary or any other officer or member of the Commission is authorized to take all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this Resolution, in such forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof.

5. This Resolution shall be in full force and effect immediately from and after its passage.

ADOPTED at a meeting of the City of Elkhart Redevelopment Commission held on December 9, 2025.

**CITY OF ELKHART REDEVELOPMENT
COMMISSION**

By: _____
Sandra Schreiber, President

ATTEST:

Dina Harris, Secretary

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF ELKHART, INDIANA, AUTHORIZING
THE OFFERING OF REAL ESTATE FOR SALE UNDER
36-7-14-22

WHEREAS, the Commission holds title to real estate located in the City of Elkhart, Indiana, generally consisting of those parcels commonly known as 1030 Princeton Street, (the "Real Estate") and has determined that the Real Estate shall be offered for sale in furtherance of the economic development plan of the Commission; and

WHEREAS, the Commission has obtained appraisals on the Property and is ready to establish its offering price.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission now determines and declares that the highest and best use for the Real Estate shall be to offer it for sale for single family residential use.
2. The Offering Sheet for the Real Estate attached hereto is approved. The Offering Price for the Real Estate shall be as set forth in the offering sheet.
3. Notice shall be published in accordance with I.C. 5-3-1 which shall contain the information required under IC 36-7-14-22(d), and shall designate the time and place for opening and consideration of all offers submitted.
4. The Commission reserves the right to reject any and all offers submitted, and to make award to the highest and best bidder.
5. The Officers and staff of the Commission are authorized to take all action necessary, and prepare and execute all documents necessary, to carry out the terms of this Resolution.
6. Adopted by unanimous vote on the 9th day of December, 2025.

City of Elkhart, Indiana Redevelopment
Commission:

By: _____
Sandra Schreiber, President

Attest:

By: _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/1/25
Re: 1030 Princeton Offering

Staff is requesting the Commission offer the parcel known as 1030 Princeton Street (20-06-09-133-010.000-012) to the public in amount of \$6,200 which is the average of two appraisals. This parcel has an R-3 zoning and it is staff's recommendation that it be used for a single family home.

OFFERING SHEET

The Redevelopment Commission of the City of Elkhart, Indiana, proposes to sell the following real estate in the City and County of Elkhart, State of Indiana, at the offering price listed:

Available Properties	Offered Price
1030 Princeton Street	\$6,200.00
Tax ID 20-06-09-133-010.000-012	

Use Requirements:

The property must be used as single family owner-occupied residential.

The Commission will open and consider written offers for the purchase of the property at a public meeting, the time and place of which will be published in the *Elkhart Truth* in accordance with IC 5-3-1. In reviewing bids, the Commission will take into consideration those factors set forth in IC 36-7-14-22, and may reject any bids and award to the highest and best bidder. Any bid submitted by a trust (as defined in IC 30-4-1-1(a) must identify each Beneficiary of the trust and Settlor empowered to revoke or modify the trust.

The successful bidder will be required to sign a Purchase and Development Agreement in the form customarily used by the Commission, which contains provisions intended to insure the final approval of the Commission of the Buyer's plans and specifications for development, fixes a time table for commencement and completion of the project, and which requires proof of financing and reversion rights if the project is not completed.

NOTICE OF PUBLIC MEETING TO OPEN AND
CONSIDER WRITTEN OFFERS FOR THE
PURCHASE OF REAL PROPERTY
UNDER I.C. 36-7-14-22

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana will on the 13th day of January, 2026, at 4:00 p.m. (EST), at the Common Council Chambers in the Municipal Building, 229 South Second Street, Elkhart, Indiana, conduct a public meeting to open and consider written offers for the purchase of real estate in the City and County of Elkhart, State of Indiana, as follows:

A strip of land two (2) feet in width off the South side of Lot Number Fifty-nine (59) and Lot Number Fifty-eight (58), excepting two (2) feet in width off the South side of said lot, as the same are known and designated on the recorded Plat of STUDEBAKER PARK ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 116, page 44 in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 1030 Princeton Street.

The Commission believes the highest and best use of this property will be single family owner occupied residential use.

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

The Commission may reject any bids and may make award to the highest and best bidder.

The offering sheet, maps and plats are on file and Form for Submission of the bid is available at the Department of Community and Redevelopment, 201 S. Second Street, Elkhart, Indiana and available for inspection during normal office hours and copies thereof may be obtained on request.

The successful bidder will be required to sign a Purchase and Development Agreement in the form customarily used by the Commission, which contains provisions intended to insure the final approval of the Commission of the buyer's plans and specifications for development, fix a time table for commencement and completion of the project, require proof of financing and provide for reversion of title if buyer fails to complete the Project.

REDEVELOPMENT COMMISSION
CITY OF ELKHART, INDIANA

By: _____
Sandra Schreiber, President

(TO ELKHART TRUTH: Publish 2 times, 1 week apart.)

RESOLUTION NO. 25-R-_____

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF CASSOPOLIS STREET CORRIDOR ALLOCATION AREA FUNDS FOR ECCVB PREMIER EXIT STUDY IMPLEMENTATION

WHEREAS, the Commission has previously contracted with the Elkhart County Convention & Visitors Bureau (the "Bureau") to study development options to promote Exit 92 and the NorthPointe area as a premier stop along the Indiana Toll Road (the "Project"); and

WHEREAS, the Bureau is developing and implementing a collaborative marketing campaign and has presented its marketing and investment strategy for 2026 to carry out the Project (the "Strategy"); and

WHEREAS, the Commission has determined that the Strategy is sound and funding should be provided for implementation of the Strategy, in accordance with the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Strategy and the terms of the attached Agreement.
2. The Commission appropriates from the Cassopolis Street Corridor Allocation Area Special Fund the sum of \$160,000.00 for implementation in 2026.
3. Such appropriation shall continue in effect until the completion of the Project. Any surplus shall be credited to the proper fund as provided by law.

ADOPTED BY MAJORITY VOTE AT A PUBLIC MEETING HELD ON THE 9TH DAY OF DECEMBER, 2025.

ELKHART REDEVELOPMENT COMMISSION

BY _____
Sandra Schreiber, President

ATTEST:

BY _____
Dina Harris, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/2/25
Re: Exit 92 Marketing Campaign

Attached is a detailed report and proposal to continue the Exit 92 marketing campaign in 2026 with the Elkhart County Convention and Visitors Bureau. Staff is requesting the Commission appropriate \$160,000 from the Cassopolis Allocation Area Special Fund to fund this campaign.

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 1st day of January, 2026, between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, whose address is 201 South Second Street, Elkhart, Indiana 46516 (“City”) and the Elkhart County Convention & Visitors Bureau (“Contractor”), whose address is 3421 Cassopolis Street, Elkhart, IN 46514.

RECITALS

1. City is interested in continuing to support and implement the plan to promote Exit 92 as a premier stop on the Indiana Toll Road to increase the demand for restaurant and hotel facilities in the Cassopolis Street Area, in accordance with the 2026 Implementation Plan presented by the Contractor attached hereto (the “Services”); and
2. City desires to employ Contractor as an independent contractor and Contractor is willing to provide the services required, on that basis, in accordance with the terms of this Agreement.

In consideration of the contract price and other agreements herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Employment of Contractor. City hereby employs Contractor to perform, and Contractor agrees to perform, the Services.
2. Compensation. City will provide Contractor, for the 2026 Services to be performed, a grant of \$160,000. Contractor will submit a written annual report describing the services performed to date and the results attained.
3. Independent Contractor. Contractor shall perform as an independent contractor, and not as an agent or employee of the City. Contractor shall have no power or authority to act on behalf of the City or bind the City to any contract. Contractor shall carry adequate insurance to cover his employees, if any, and himself from any liability for injury to person or property arising from the performance of his duties, including workmen’s compensation insurance for his employees, and will provide proof of such insurance to City, on request.
4. Taxes. Contractor shall pay its own taxes incurred from income generated on this project, and understands that City will not withhold or pay on behalf of Contractor or any of Contractor’s employees: (a) federal, state or local income taxes; or (b) any other payroll tax or social security tax.
5. Indemnification. Contractor shall indemnify and hold City harmless from and against all loss, damage, cost or expense, including attorney fees, by reason of any claim arising as a result of Contractor’s performance of his duties hereunder.
6. Default. If City fails to pay Contractor as and when due for his services, or Contractor fails to perform as required hereunder, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, then the non defaulting party may claim

default, and terminate this Agreement. City will be responsible to pay for work actually performed by Contractor to the date of default, excluding any excess costs incurred in replacing Contractor and completing Contractor's duties, and Contractor will refund to City that portion of the grant funds prorated as to the portion of the calendar year remaining.

7. Bankruptcy, Insolvency. As this is a personal service contract, and City is relying on the expertise of Contractor and Contractor's ability to complete the entire scope of work, the parties agree that if an Order for Relief is entered against the Contractor under the US Bankruptcy Code, or Contractor makes an Assignment for the Benefit of Creditors, or a Receiver is appointed for Contractor, this Agreement shall terminate immediately, without further liability to Contractor, except for payment for those Services already performed all in accordance with the Default provision herein, and City shall have the right to replace Contractor.
8. Term. The term of this Contract shall be January 1, 2026 to December 31, 2026.
9. Certification of Compliance. Attached hereto as **Schedule 1** is Contractor's signed Certification of Compliance with I.C. 22-5-1.7, and Title VI Notice which are incorporated herein by reference.
10. Notices. Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown above by means sufficient to show return receipt.
11. Assignment. This contract is not assignable without the express written consent of City.
12. Amendment. This contract may only be amended in writing, signed by the parties hereto.
13. Entire Agreement. This contract contains the entire agreement of the parties, and all prior negotiations and discussions are merged herein.
14. Applicable Law, Blue Penciling. This contract shall be construed in accordance with the laws of the State of Indiana. If any provision is found by a court of competent jurisdiction to be unenforceable, such provision will be deemed stricken herefrom, and the remainder of the contract shall continue in full force and effect.
15. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original.
16. Ownership of Documents - All documents, including original drawings, estimates, specifications, field notes and data are the property of the City. The consultant may retain reproducible copies of drawings and other documents.

(The remainder of this page left blank)

City of Elkhart, Indiana
Department of Redevelopment

Elkhart County Convention & Visitors Bureau

By _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

By _____
Jon Hunsberger, Executive Director

SCHEDULE 1

CERTIFICATION OF COMPLIANCE WITH I.C. 22-5-1.7

Contractor affirms to the City of Elkhart, Indiana, ("City") under the penalties of perjury:

E-VERIFY REQUIREMENT:

1. All terms defined in Indiana Code 22-5-1.7 et.seq. apply hereto.
2. Contractor shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.
3. Contractor does not knowingly employ an unauthorized alien.
4. Any subcontractor under this Agreement shall be required to certify by affidavit that it does not knowingly employ or contract with unauthorized aliens, and it has enrolled and is participating in the E-Verify program. Contractor shall maintain a copy of such certification for the duration of each subcontract.
5. Contractor and Subcontractors shall have 30 days after notice of any violation of these terms to cure the same ("Cure Period"). Should the violation not be remedied within the Cure Period, City shall have the right to terminate this Agreement without liability to Contractor or Subcontractor.
6. The E-Verify requirements will not apply should the E-Verify program cease to exist.

ANTI-IRAN INVESTMENT REQUIREMENT

Contractor certifies that it is not now engaged in investment activities in the Country of Iran and it understands that providing a false certification could result in fines, penalties, and civil action against it.

Dated: _____, 20____.

CONTRACTOR:

Elkhart County Convention &
Visitors Bureau

By _____
Jon Hunsberger, Executive Director



City of Elkhart

Title VI Notice

It is the public policy of the City of Elkhart to provide all of its citizens equal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

No person shall on the grounds of race, color, national origin, excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination in any program, service or activity receiving Federal financial assistance.

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator
1201 S Nappanee St
Elkhart, IN 46516

Email: titlevi coordinator@coei.org
Phone: (574) 293-2572
Fax: (574) 293-7658
TDD: (574) 389-0189

Acceptance by Contractor

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

Signed

Jon Hunsberger, Executive Director
Elkhart County Convention & Visitors Bureau

Dated

THE EXIT THAT
KEEPS YOU GOING.

HOTELS + FOOD + GAS + MORE

EXIT
RIGHT.

ELKHART EXIT 92

2026
EXIT 92
PROPOSAL

THE OBJECTIVE

ELKHART EXIT 92

THE 2026 EXIT 92 CAMPAIGN IS DESIGNED TO SUSTAIN AND GROW COMMERCIAL ACTIVITY WITHIN THE CASSOPOLIS STREET CORRIDOR AND ADJACENT AREAS BY CONVERTING HIGHWAY TRAVELERS INTO ACTIVE CONSUMERS OF LOCAL LODGING, DINING, AND RETAIL SERVICES.

The goal of the campaign is to drive increased demand for hotel, restaurant, and retail services within the Cassopolis Street corridor and surrounding areas - leading to more patrons at restaurants, higher room occupancy, and increased retail sales. By positioning Exit 92 as a "smart stop," where convenience meets experience, the campaign aims to strengthen Elkhart's role as the gateway to Northern Indiana.

The 2026 Exit 92 campaign will highlight the area's extensive selection of lodging, dining, retail, and service options - reinforcing Exit 92's established reputation as a high-quality, trusted, and convenient travel hub. The campaign will continue to:

- Increase visitor traffic and hotel occupancy by converting Indiana Toll Road travelers into overnight guests.
- Strengthen Elkhart's reputation as a welcoming, modern, and traveler-friendly community.
- Encourage local exploration by highlighting nearby attractions, restaurants, and the short drive to Downtown Elkhart.
- Support economic vitality through collaborative marketing that benefits both local and national brands.

The Elkhart County CVB, in partnership with the City of Elkhart Redevelopment Commission, will continue to advance this collaborative marketing initiative designed to position I-80/90 Exit 92 as the premier stop along the Indiana Toll Road.

Through the strategic use of Tax Increment Financing (TIF) resources combined with Elkhart County CVB marketing investment, the 2026 campaign will build upon past success and drive measurable economic impact for the Exit 92 corridor and surrounding community.

THE APPROACH

ELKHART EXIT 92

THE CAMPAIGN CONTINUES TO UTILIZE A MULTI-CHANNEL STRATEGY INTEGRATING OUTDOOR, DIGITAL, PRINT, AND SPORTS MARKETING EFFORTS TO REACH TRAVELERS BEFORE AND DURING THEIR JOURNEY. EACH TACTIC IS DESIGNED TO GENERATE ECONOMIC RETURN BY INCREASING VISITOR VOLUME, EXTENDING LENGTH OF STAY, AND STRENGTHENING ELKHART'S IDENTITY AS A WELCOMING AND STRATEGICALLY LOCATED DESTINATION.

- Target the 12.5 million travellers using the eight travel plazas currently in operation with a comprehensive campaign highlighting Exit 92 as the premier stop along the Indiana Toll Road
- Create an awareness to the over 65 million vehicles traveling the Indiana Toll Road annually of the density and quality of hotel, restaurant and retail services directly located at Exit 92
- Build a marketing platform that allows lodging, retail and dining brands to tie-in to the campaign and cross promote with special offers and incentives
- Develop a dynamic sports promotion strategy in partnership with local universities, sports facilities, and rights holders to position Elkhart and its venues as a premier destination for high-profile athletic competitions, further solidifying our community's reputation as a top-tier host for sporting events.
- Messaging, when appropriate, will communicate a downtown destination experience

THE BILLBOARDS

Based on estimated Indiana Toll Road traffic volumes of approximately 65 million vehicles annually, and conservatively allocating one-third of that traffic to the Elkhart County segment, the 15 billboards along the I-80/90 corridor are estimated to generate roughly 40–50 million annual impressions, accounting for directionality, visibility, and repeat exposure.

Assuming a highly conservative traveler conversion rate of just 0.01% (or one in every 10,000 impressions) this would yield approximately 4,000 incremental overnight stays per year. With an average daily rate of \$99.77, that equates to nearly \$400,000 in potential lodging revenue influenced by the billboard campaign.

While this represents only a portion of the total 12.9% year-over-year RevPAR growth, it underscores the billboard network's role as a cost-effective awareness channel contributing to overall visitation and economic impact.

Billboard artwork shown represents only a portion of the designs for the 15 billboards along the I-80/90 corridor.

Billboard advertising reaches 99% of consumers daily and drives 4x more online searches than any other medium. Nearly half of viewers search online to learn more, and billboards generate more social media interactions per dollar than TV, radio, or print. Source: Nielsen, Out of Home Advertising Association of America (OAAA)

ELKHART EXIT 92

NEED TO EXIT?
**EXIT
RIGHT.**

ELKHART EXIT 92

**STRETCH YOUR ARMS.
AND YOUR LEGS.**

20+ HOTELS.

EXIT92.ORG

NEED TO EXIT?
**EXIT
RIGHT.**

ELKHART EXIT 92

**YOU NEED GAS.
YOU NEEEEEED
A MILKSHAKE.**

50+ RESTAURANTS.

EXIT92.ORG

NEED TO EXIT?
**EXIT
RIGHT.**

ELKHART EXIT 92

**EMBRACE URBAN
EXCITEMENT.**

SHOPS. MUSEUMS. MUSIC.
DOWNTOWN ELKHART

EXIT92.ORG

YOUR NEXT GAME PLAN STARTS HERE

ELKHART EXIT 92 IS THE GAME DAY SPOT THAT KEEPS FANS MOVING.

WITH 20+ HOTELS, 50+ RESTAURANTS, AND JUST A QUICK 20-MINUTE DRIVE FROM CAMPUS, EXIT 92 IS YOUR GAME DAY HEADQUARTERS, ENSURING YOUR EXPERIENCE IS SMOOTH, FUN, AND PACKED WITH THE SAME ENERGY YOU BRING TO THE STADIUM!

SO, BEFORE YOU VISIT CAMPUS OR HEAD BACK HOME, TAKE A TIMEOUT AT 1-800-90 ELKHART EXIT 92.

**EXIT
RIGHT.**



SCAN THE QR CODE FOR DEALS & DISCOUNTS ALL SEASON LONG

EXIT92.ORG/ND
WHERE YOUR GAME DAY ADVENTURE BEGINS

ELKHART EXIT 92

NOTRE DAME DIGITAL ADS

EXIT RIGHT.

CLICK FOR HOTELS

**GREAT HOTEL RATES
ONLY 20 EASY MINUTES
FROM NOTRE DAME.**

During the 2025 football season, digital ads targeted NC State, USC, Navy and Syracuse fans and Notre Dame alumni three weeks before game day, directing them to Exit92.org for Elkhart hotel deals. A full-page Exit 92 ad also featured in every Notre Dame game-day program.

2025 RESULTS (AS OF 10/31)
RESULTS SHOWN REFLECT ONLY NC STATE AND USC DIGITAL ADS

247,146 IMPRESSIONS

reaching Sports App users, Sports Fans, and Gold Standard Sports Audiences

4,035 CLICKS (1.63% CTR)

to landing page at Exit92.org promoting deals

61 UNIQUE MOBILE DEVICE VISITS

from targeted DMAs were observed at Exit 92 after being targeted with the ads

Source: Azira

ELKHART **EXIT 92**

TRUCKING DIGITAL ADS

Truck drivers keep America moving, and they need real rest to stay safe and alert. This campaign targets drivers during breaks and urges them to choose the comfort and security of Exit 92 hotels instead of cramped rest-stop sleep. Better rest means safer roads - and increased hotel stays strengthen the local economy. It's a high-impact solution that supports drivers and boosts Exit 92.

SMART DRIVING TIP:

SAVE MONEY AT
EXIT 92



REST EASY. SPEND LESS.
AFFORDABLE FEATS. PARKING.
AND A PLACE TO RELAX.
EXIT92.ORG
MAKE EXIT 92 YOUR GO-TO STOP.

**A TRIPLE
CHEESEBURGER.
ON THE DOUBLE.**

50+ RESTAURANTS

EXIT RIGHT.

ELKHART EXIT 92

**MILES OF OPTIONS.
ALL WITHIN ONE MILE.**

EXIT RIGHT.

FOOD + GAS + MORE

ELKHART EXIT 92

2025 RESULTS (AS OF 10/31)

Geo-target Locations: Indiana Toll Road & Ohio Turnpike Rest Stops, Truck Lots and Make It, Break It Lots

1,397,147 IMPRESSIONS

from geo-targeting

9,334 CLICKS (0.699% CTR)

to landing page at Exit92.org promoting deals

682 EXPOSED VISITS

102 NEW, UNIQUE DEVICES

observed staying at least 8 hours at hotels at Exit 92

Source: Azira

**IT'S CALLED
A REST STOP
FOR A REASON.**

HOTELS + GAS + FOOD + MORE

EXIT RIGHT.

20 HOTELS & 50+ RESTAURANTS
I-80/90 EXIT 92 IS
THE PERFECT
REFUEL & RECHARGE
EXIT 92
ELKHART EXIT 92



SLEEP TIGHT, RIDE RIGHT
- REST UP AT EXIT 92!

EXIT RIGHT.

HOTELS + GAS + FOOD + MORE

ELKHART EXIT 92

SPORTS PROMOTION

ELKHART EXIT 92

BY DEVELOPING A DYNAMIC SPORTS PROMOTION STRATEGY IN PARTNERSHIP WITH LOCAL UNIVERSITIES, SPORTS FACILITIES, AND RIGHTS HOLDERS TO POSITION ELKHART AND ITS VENUES AS A PREMIER DESTINATION FOR HIGH-PROFILE ATHLETIC COMPETITIONS, WE WILL CONTINUE TO FURTHER SOLIDIFY OUR COMMUNITY'S REPUTATION AS A TOP-TIER HOST FOR SPORTING EVENTS.



MAY 3 - 8, 2025

NAIA 68TH ANNUAL MEN'S & 44TH ANNUAL WOMEN'S SWIMMING & DIVING NATIONAL CHAMPIONSHIP

2,125 Total Attendees; **1,001** Total Room Nights Sold in Block
\$569,694 Total Visitor Spending



MAY 22 - 22, 2025

BOYS H.S. RUGBY NATIONAL CHAMPIONSHIPS

4,609 Total Attendees; **1,360** Total Room Nights Sold in Block
\$1,057,347 Total Visitor Spending

Source: Destinations International Economic Impact Calculator. This EIC only correlates activities from teams themselves and not rooms booked directly by parents/attendees.

SPORTS FEEDBACK

ELKHART EXIT 92

"The Elkhart County CVB does a fantastic job of marketing Exit 92 and bringing more hotel lodging customers to my property. They're marketing expertise and promotional support is invaluable to my continued success. We value our partnership with them."

Sima Patel, Owner, Hampton Inn - Elkhart

"The Elkhart County CVB was instrumental in helping plan and organize the NAIA National Swim & Dive Championships. The Elkhart Health & Aquatics Center provided a world-class venue that exceeded expectations and showcased Elkhart as an outstanding host community for collegiate athletics. The facility is second to none, and the support we received from the Elkhart County CVB made all the difference. Their dedication to excellence, hospitality, and organization helped create a championship atmosphere that truly elevated the event. We are grateful for the CVB's leadership and commitment to showcasing Elkhart as a welcoming host."

Deborah Thompson, Former Bethel Swim & Dive Head Coach

"On behalf of the BHSNCC, I want to extend our appreciation for the outstanding partnership and the high-quality experience we've enjoyed while hosting our national championship at the Moose Rugby Grounds. The venue, its staff, and the local hospitality have consistently provided an exceptional environment for our athletes, families, and fans who travel from across the country to participate"

Joe Sweeney, Boys H.S. Rugby National Championship Committee



LODGING IMPACT

ELKHART EXIT 92

YEAR-TO-DATE THROUGH SEPTEMBER 2025, ELKHART'S LODGING PERFORMANCE SHOWS STRONG GROWTH COMPARED TO 2024.

Occupancy increased by 9.5%, rising from 54.7% to 60.0%, reflecting continued demand recovery and higher traveler volume. Average Daily Rate (ADR) grew by 3.1% to \$99.77, demonstrating solid rate integrity amid rising demand. Combined, these factors drove a 12.9% increase in Revenue per Available Room (RevPAR) to \$59.82. This performance underscores a healthy and balanced market, driven by strong visitor interest, expanded events, and effective destination marketing.

METRIC	2024 YTD	2025 YTD	% CHANGE	TREND
Occupancy	54.7%	60.0%	▲ +9.5%	↑ Strong growth
ADR	\$96.81	\$99.77	▲ +3.1%	Stable improvement
RevPAR	\$53.00	\$59.82	▲ +12.9%	↑ Solid revenue gain

*Occupancy
Percentage of rooms sold.*

*ADR (Average Daily Rate)
Average price paid per room sold.*

*RevPAR (Revenue per Available Room)
Revenue earned per available room, combining occupancy and rate.*

Source: Costar STR Report

KEY INSIGHTS:

- Elkhart continues to outperform its 2024 benchmarks in all major categories.
- Occupancy gains indicate stronger visitation, likely boosted by expanded event hosting (e.g., sports, tournaments, and leisure travel).
- ADR growth remains healthy, showing that hoteliers are balancing rate integrity with volume.
- RevPAR growth near 13% YTD reflects both increased demand and improved yield management.
- Elkhart's index vs. the comp set (102.4) confirms that the market remains slightly above market average in competitiveness.

2026 TACTICS

ELKHART EXIT 92

THE EXIT 92 CAMPAIGN DEMONSTRATES A COMPREHENSIVE, MULTIFACETED MARKETING STRATEGY AIMED AT ATTRACTING AND ENGAGING TRAVELERS. WITH THE GOAL OF PROMOTING ELKHART'S EXIT 92 AS A PREMIER DESTINATION FOR LEISURE, SPORTS, AND HOSPITALITY, THE CAMPAIGN UTILIZES A DIVERSE RANGE OF TACTICS TO ENSURE MAXIMUM VISIBILITY AND IMPACT.

BILLBOARD ADVERTISING

- Eye-catching billboards strategically placed along the I-80/90 Indiana Toll Road captured the attention of travelers, reinforcing Exit 92 as a gateway to Elkhart's attractions, amenities, and experiences.

AD PLACEMENTS IN HIGH-IMPACT PUBLICATIONS

- *Toll Road Map Ad: Featured placement on the Toll Road map to capture trip planners.*
- *Exit-by-Exit Guide Ad: Highlighting the convenience and attractions accessible via Exit 92.*
- *University of Notre Dame Football Program: A full-page ad targeted football fans traveling through the area.*
- *Elkhart County Area Guide: A full-page ad in this essential/resource reached both residents and visitors.*

RACK CARD DISTRIBUTION

- Engaging rack cards distributed at travel plazas along the Indiana Toll Road and Ohio Turnpike.

TRAVEL PLAZA SIGNAGE AND VIDEO SCREENS

- *Lobby Signage: Prominent signage in I-80/90 travel plaza lobbies reinforced key messaging to travelers making pit stops.*
- *Video Screens: A "hotel takeover" initiative (daily from 4 PM to 8 PM) leveraged all plaza video screens to deliver high-impact visuals and promotions, creating strong brand recall during peak traffic hours.*

DIGITAL AD PLACEMENT

- *Strategic digital advertisements reinforced Exit 92 messaging, targeting travelers via online channels to maximize reach and engagement.*

SPORTS EVENT PROMOTION

- *Sports Planning Guide: A full-page ad and editorial feature underscored Elkhart's suitability for hosting sports events.*
- *Event Support: Collaboration, support, tailored promotions, and dedicated content amplified Elkhart's reputation as a go-to sports destination.*
- *Online Hotel Booking Referrals: Simplified access to accommodations encouraged longer stays.*

2026 TACTICS

(CONT)

ELKHART EXIT 92

THE INTEGRATED NATURE OF THE EXIT 92 CAMPAIGN ENSURED THAT EVERY TOUCHPOINT ENGAGED TRAVELERS EFFECTIVELY. BY COMBINING TRADITIONAL ADVERTISING WITH DIGITAL STRATEGIES AND SPORTS-FOCUSED PROMOTIONS, THE CAMPAIGN ACHIEVED SIGNIFICANT VISIBILITY, INSPIRED VISITS, AND SOLIDIFIED ELKHART'S STATUS AS A PREMIER DESTINATION.

CAMPAIGN AT A GLANCE:

- NEW! Exit 92-Fold Out Map Production and Distribution
- NEW! Travel + Leisure Magazine Area Guide (Lodging) Insert (18,600)
- Outdoor billboards along Indiana Toll Road
- Rack Card Distribution on Indiana Toll Road, Ohio Turnpike and Illinois I-94
- I-80/90 Travel Plaza Lobby Signage & Video Screens
- Hotel Takeover (daily 4pm to 8pm) on all I-80/90 Travel Plaza Video Screens
- Toll Road Map Ad Placement
- Ohio Turnpike Map Ad Placement
- Toll Road Exit-by-Exit Guide Ad Placement
- University of Notre Dame Football Program full page ad
- Elkhart County Area Guide full page ad
- Dedicated Exit92.org website with promo deals, discounts and packages cross-promoted on VisitElkhartCounty.com
- Online hotel booking referral
- Digital Ad Placement
- Sports Event Promotion and Support
- Sports Planning Guide Team Indiana full-page ad/content plus digital site inspection

ELKHART EXIT 92

FINANCIAL SUMMARY

By leveraging an ECCVB investment of **\$160,000 with a matching \$160,000 from the City of Elkhart Redevelopment Commission**, we will promote the unique density and convenience of trusted lodging and dining brands at I-80/90 Exit 92. The campaign will also spotlight locally owned businesses, engaging attractions, and the proximity to Downtown Elkhart, enhancing the appeal of Exit 92 as a premier destination.

Additionally, our efforts include collaboration with sports rights holders, local universities, and event hosts to support high-profile athletic competitions, further positioning Elkhart as a top-tier destination for visitors and events alike.

BILLBOARDS

	\$154,470
Connor / LaGrange County (1)	\$9,500
LaMar / Lake County (2)	\$22,680
LaMar / LaPorte County (4)	\$37,800
LaMar / St Joseph County (3)	\$28,390
LaMar / Elkhart County (2)	\$24,000
Outfront / Elkhart County (3)	\$27,100
Billboard Production	\$5,000

SUPPORTIVE MATERIALS

	\$117,250
NEW Travel + Leisure Magazine Area Guide (Lodging) Insert	\$17,000
Indiana Toll Road placements & distribution	\$11,500
Ohio Turnpike distribution	\$2,400
NITDC Toll Road Exit-by-Exit Guide & Maps	\$15,000
I-80/90 Toll Plaza video advertising	\$8,350
Exit 92 rackcards	\$1,200
Elkhart County Area Guide Full Page Ad	\$5,000
Notre Dame Football Program Ad	\$9,500
Exit 92 Photography & Videography Assets	\$3,500
Ohio Turnpike Map Ad	\$4,800
Exit 92 Fold-out Map Production and Distribution	\$9,000
Midwest Living Magazine Area Guide (Lodging) Insert	\$30,000

DIGITAL

Geo-targeting	\$10,000
Online Hotel Booking Referral	\$2,000

SPORTS

Event Promotion Fees	\$40,000
SPG full-page ad/content plus digital site inspection	\$2,100

TOTAL = \$325,820

EXIT RIGHT.

ELKHART EXIT 92

THE EXIT THAT KEEPS YOU GOING.

HOTELS + FOOD + GAS + MORE



I-80/90 EXIT 92 IS EASY ON/OFF CONVENIENCE AT ITS FINEST!

STRETCH YOUR ARMS AND LEGS AT OVER 20 HOTELS AND ENJOY MILES OF SIT-DOWN AND FAST-FOOD RESTAURANTS OPTIONS **ALL WITHIN ONE MILE**.

MORE TO DO AT EXIT 92

DOWNTOWN ELKHART OFFERS SHOPPING, DINING, ATTRACTIONS AND HOTEL ELKHART, TAPESTRY COLLECTION BY HILTON.

EXIT92.ORG

RESOLUTION NO. 25-R-_____

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ALLOCATION
AREA NO. 1 FUNDS FOR ECCVB DO DOWNTOWN PROMOTIONS

WHEREAS, the Commission and the Elkhart County Convention & Visitors Bureau (the "Bureau") desire to promote the Downtown and A & E District as a destination (the "Project"); and

WHEREAS, the Bureau is developing and implementing a collaborative marketing campaign and has presented a marketing and investment strategy for 2026 to carry out the Project (the "Strategy"); and

WHEREAS, ECCVB is committing to provide matching funding for the Project to that provided by the Commission; and

WHEREAS, the Commission has determined that the Strategy is sound and funding should be provided for implementation of the Strategy, in accordance with the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Strategy and the terms of the attached Agreement.

2. The Commission appropriates from the Allocation Area No. 1 Special Fund the sum of \$60,000.00 for implementation in 2026.

3. Such appropriation shall continue in effect until the completion of the Project. Any surplus shall be credited to the proper fund as provided by law.

ADOPTED BY MAJORITY VOTE AT A PUBLIC MEETING HELD ON THE 9TH DAY OF DECEMBER, 2025.

Elkhart Redevelopment Commission

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/2/25
Re: Do Downtown Elkhart Marketing Campaign

Attached is a detailed report and proposal to continue the Do Downtown Elkhart marketing campaign in 2026 with the Elkhart County Convention and Visitors Bureau. Staff is requesting the Commission appropriate \$60,000 from the Downtown Allocation Area Special Fund to fund this campaign.

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 1st day of January, 2026, between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, whose address is 229 South Second Street, Elkhart, Indiana 46516 (“City”) and the Elkhart County Convention & Visitors Bureau (“Contractor”), whose address is 3421 Cassopolis Street, Elkhart, IN 46514.

RECITALS

1. City is interested in continuing to support and implement the plan to promote the Elkhart Downtown/Gateway Mile through a collaborative marketing campaign in accordance with the 2026 Implementation Plan presented by the Contractor attached hereto (the “Services”); and
2. City desires to employ Contractor as an independent contractor and Contractor is willing to provide the services required, on that basis, in accordance with the terms of this Agreement.

In consideration of the contract price and other agreements herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Employment of Contractor. City hereby employs Contractor to perform, and Contractor agrees to perform, the Services.
2. Compensation. City will provide Contractor, for the 2026 Services to be performed, a grant of \$60,000 for the Do-Downtown Project. Contractor will submit a written annual report describing the services performed to date and the results attained.
3. Independent Contractor. Contractor shall perform as an independent contractor, and not as an agent or employee of the City. Contractor shall have no power or authority to act on behalf of the City or bind the City to any contract. Contractor shall carry adequate insurance to cover his employees, if any, and himself from any liability for injury to person or property arising from the performance of his duties, including workmen’s compensation insurance for his employees, and will provide proof of such insurance to City, on request.
4. Taxes. Contractor shall pay its own taxes incurred from income generated on this project, and understands that City will not withhold or pay on behalf of Contractor or any of Contractor’s employees: (a) federal, state or local income taxes; or (b) any other payroll tax or social security tax.
5. Indemnification. Contractor shall indemnify and hold City harmless from and against all loss, damage, cost or expense, including attorney fees, by reason of any claim arising as a result of Contractor’s performance of his duties hereunder.
6. Default. If City fails to pay Contractor as and when due for his services, or Contractor fails to perform as required hereunder, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, then the non defaulting party may claim

default, and terminate this Agreement. City will be responsible to pay for work actually performed by Contractor to the date of default, excluding any excess costs incurred in replacing Contractor and completing Contractor's duties, and Contractor will refund to City that portion of the grant funds prorated as to the portion of the calendar year remaining.

7. Bankruptcy, Insolvency. As this is a personal service contract, and City is relying on the expertise of Contractor and Contractor's ability to complete the entire scope of work, the parties agree that if an Order for Relief is entered against the Contractor under the US Bankruptcy Code, or Contractor makes an Assignment for the Benefit of Creditors, or a Receiver is appointed for Contractor, this Agreement shall terminate immediately, without further liability to Contractor, except for payment for those Services already performed all in accordance with the Default provision herein, and City shall have the right to replace Contractor.
8. Term. The term of this Contract shall be January 1, 2026 to December 31, 2026.
9. Certification of Compliance. Attached hereto as **Schedule 1** is Contractor's signed Certification of Compliance with I.C. 22-5-1.7, and Title VI Notice which are incorporated herein by reference.
10. Notices. Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown above by means sufficient to show return receipt.
11. Assignment. This contract is not assignable without the express written consent of City.
12. Amendment. This contract may only be amended in writing, signed by the parties hereto.
13. Entire Agreement. This contract contains the entire agreement of the parties, and all prior negotiations and discussions are merged herein.
14. Applicable Law, Blue Penciling. This contract shall be construed in accordance with the laws of the State of Indiana. If any provision is found by a court of competent jurisdiction to be unenforceable, such provision will be deemed stricken herefrom, and the remainder of the contract shall continue in full force and effect.
15. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original.
16. Ownership of Documents - All documents, including original drawings, estimates, specifications, field notes and data are the property of the City. The consultant may retain reproducible copies of drawings and other documents.

(The remainder of this page left blank)

City of Elkhart, Indiana
Department of Redevelopment

Elkhart County Convention & Visitors Bureau

By _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

By _____
Jon Hunsberger, Executive Director

SCHEDULE 1

CERTIFICATION OF COMPLIANCE WITH I.C. 22-5-1.7

Contractor affirms to the City of Elkhart, Indiana, ("City") under the penalties of perjury:

E-VERIFY REQUIREMENT:

1. All terms defined in Indiana Code 22-5-1.7 et.seq. apply hereto.
2. Contractor shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.
3. Contractor does not knowingly employ an unauthorized alien.
4. Any subcontractor under this Agreement shall be required to certify by affidavit that it does not knowingly employ or contract with unauthorized aliens, and it has enrolled and is participating in the E-Verify program. Contractor shall maintain a copy of such certification for the duration of each subcontract.
5. Contractor and Subcontractors shall have 30 days after notice of any violation of these terms to cure the same ("Cure Period"). Should the violation not be remedied within the Cure Period, City shall have the right to terminate this Agreement without liability to Contractor or Subcontractor.
6. The E-Verify requirements will not apply should the E-Verify program cease to exist.

ANTI-IRAN INVESTMENT REQUIREMENT

Contractor certifies that it is not now engaged in investment activities in the Country of Iran and it understands that providing a false certification could result in fines, penalties, and civil action against it.

Dated: _____, 20____.

CONTRACTOR:

Elkhart County Convention & Visitors Bureau

By _____
Jon Hunsberger, Executive Director



City of Elkhart

Title VI Notice

It is the public policy of the City of Elkhart to provide all of its citizens equal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

No person shall on the grounds of race, color, national origin, excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination in any program, service or activity receiving Federal financial assistance.

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator
1201 S Nappanee St
Elkhart, IN 46516

Email: titlevi coordinator@coei.org
Phone: (574) 293-2572
Fax: (574) 293-7658
TDD: (574) 389-0189

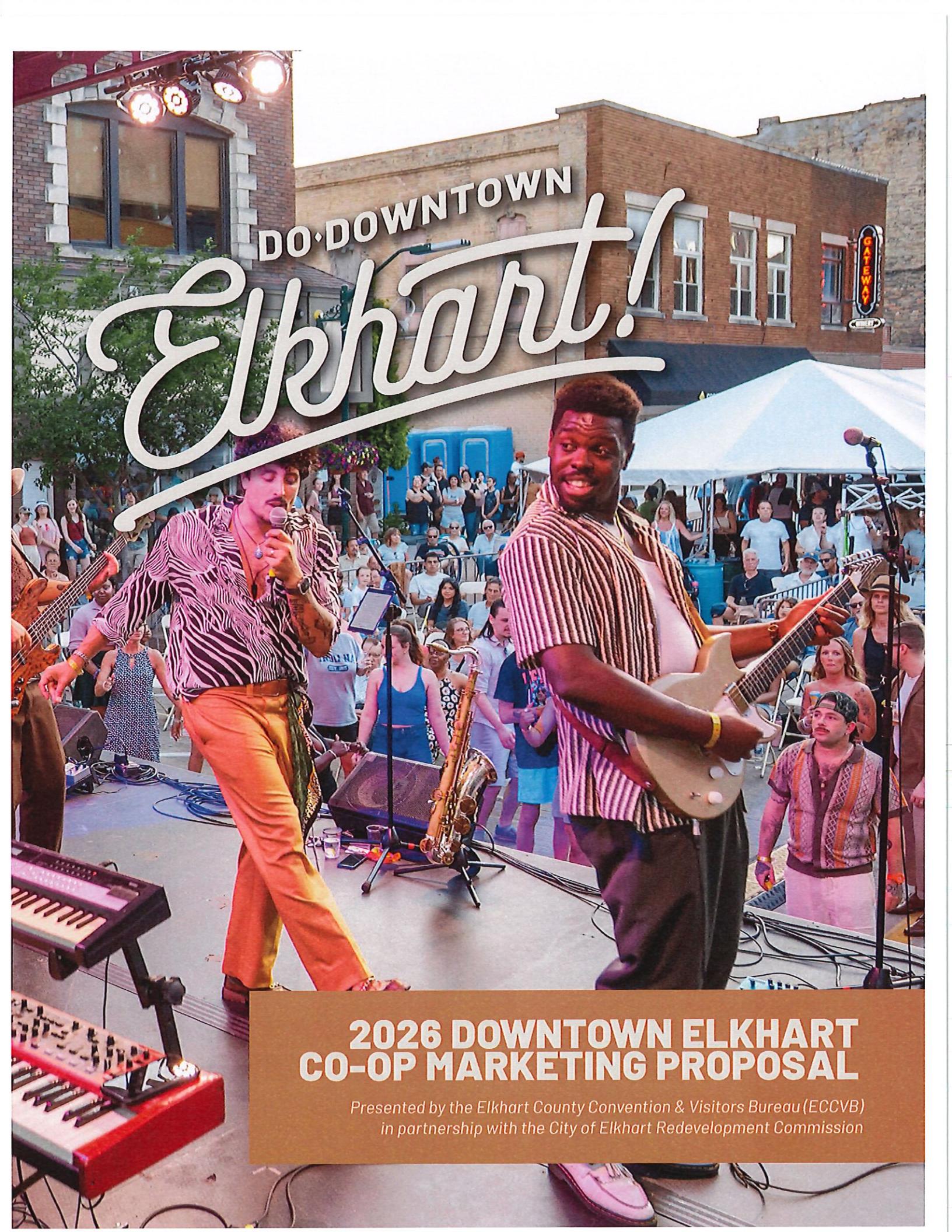
Acceptance by Contractor

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

Signed

Jon Hunsberger, Executive Director
Elkhart County Convention & Visitors Bureau

Dated



DO DOWNTOWN *Elkhart!*

2026 DOWNTOWN ELKHART CO-OP MARKETING PROPOSAL

Presented by the Elkhart County Convention & Visitors Bureau (ECCVB)
in partnership with the City of Elkhart Redevelopment Commission



AT THE HEART OF ELKHART LIES A CONNECTED, VIBRANT COMMUNITY FUELED BY PRIDE, CREATIVITY, AND SHARED VISION.

THE ELKHART COUNTY CVB, IN CONTINUED PARTNERSHIP WITH THE CITY OF ELKHART REDEVELOPMENT COMMISSION, IS COMMITTED TO TELLING THE STORY OF DOWNTOWN ELKHART THROUGH THE VOICES OF THE ENTREPRENEURS, LOCAL RETAILERS, AND RESTAURANTS THAT SHAPE ITS THRIVING ECOSYSTEM.

The **DO DOWNTOWN ELKHART** campaign focusses on showcasing and communicating the density of shopping, dining and entertainment and events in downtown Elkhart. The campaign also highlights and supports the local businesses and their owners, telling their unique stories through video. Together, this campaign continues to build momentum and to further position downtown Elkhart as a thriving destination full of energy, commerce, and diverse events.

Our efforts to showcase the unique character of downtown help position it as a must-visit destination drawing visitors from the region. Through strategic marketing initiatives, we aim to increase visibility for a range of events, boutique shops, and distinctive dining options, creating a ripple effect that enriches the local economy and strengthens community ties.

With the success of community-defining assets like Hotel Elkhart, The Lerner Theatre, Elkhart Health & Aquatics Center, and the continued River District development, our story continues to evolve, and our collective marketing efforts will ensure it's heard, seen, and experienced.

IN 2025, THE ELKHART COUNTY CVB AND ELKHART REDEVELOPMENT COMMISSION PARTNERSHIP PROPELLED DOWNTOWN ELKHART TO NEW VISIBILITY.

STRATEGIC MARKETING EFFORTS HIGHLIGHTED EVENTS, SHOPS, RESTAURANTS, AND ATTRACTIONS ACROSS DIGITAL PLATFORMS (FACEBOOK AND INSTAGRAM) DRAWING RESIDENTS AND VISITORS ALIKE.

THE CAMPAIGN EARNED SIGNIFICANT RECOGNITION WITHIN THE INDUSTRY, RECEIVING BEST COOPERATIVE PARTNERSHIP AWARD AT THE INDIANA TOURISM ASSOCIATION'S ANNUAL CONFERENCE.



KEY WINS IN 2025

WEBSITE TRAFFIC EXCEEDED EXPECTATIONS WITH LOW BOUNCE RATES AND HIGH USER ENGAGEMENT.

Facebook **IMPRESSIONS TOPPED 1.76 MILLION WITH AN 8.2% ENGAGEMENT RATE**, double industry averages. The digital-first strategy integrated short-form video, Instagram reels, YouTube, and sponsored content, supported by printed materials and posters.

The **NEW STRATEGY OF INTEGRATING A RADIO CAMPAIGN WITH 95.3 MNC'S SPOTLIGHT ON BUSINESS WITH LAURA WILTZ WAS EXTREMELY POPULAR** with the merchants and will continue in 2026. Twenty-Two businesses and/or events were highlighted through the year.

- Each business records a 4:00 interview during the 7:40am Morning Show segment on 95.3 MNC's Spotlight on business with Laura Wiltz
- An extended version of the interview airs on the weekends
- Targeted Email blasts
- On-air and stream promotional schedule
- Website banner ad and text-for-link
- Radio streaming schedule

As both a downtown business owner and the Merchant Alliance President, I truly appreciate the partnership behind the Downtown Elkhart marketing campaign, especially the 95.3 MNC 'Radio Spotlight on Business.' It gives small business owners like me the chance to highlight what we do and how we fit into the broader, thriving downtown ecosystem. Downtown Elkhart has become a vibrant hub for shopping, dining, and events, and this campaign plays a vital role in supporting and amplifying those efforts.

- Angie Rockenbaugh, Owner Interior Motives and Downtown Elkhart Merchant Alliance President



2025 DIGITAL MARKETING STRATEGY RESULTS

THE ELKHART COUNTY CVB, IN COLLABORATION WITH THE DOWNTOWN ELKHART MERCHANT ALLIANCE LEADERSHIP, WORKS CLOSELY WITH A DEDICATED DIGITAL CONTENT CREATOR TO GUIDE AND SHAPE CONTENT DEVELOPMENT.

This strategic partnership ensures that messaging aligns with downtown priorities and highlights key events (*Spring Soiree, Sidewalk Sales, Ladies Night, and Sip & Shop*), businesses, and experiences. Through targeted digital ad buys, the campaign effectively reaches a regional audience within a 25-50 mile radius of the City of Elkhart, driving awareness, engagement, and visitation from key feeder markets such as South Bend / Mishawaka / Granger.

DOWNTOWN ELKHART 2025 Q1-Q3 SOCIAL MEDIA & WEBSITE PERFORMANCE SUMMARY

Downtown Elkhart's digital presence has shown steady growth and strong engagement throughout the first three quarters of 2025. Social channels continue to drive awareness and community connection, while website analytics confirm highly engaged visitors exploring local events, dining, and attractions.

FACEBOOK PERFORMANCE

- Q1 - Strong engagement during winter; top post reached 51.6K users
- Q2 - Nearly tripled impressions; strong video performance with 105K views
- Q3 - Record performance; engagement well above 4-6% industry benchmark

Summary: Engagement rates grew each quarter, surpassing destination marketing norms. Organic reach remained high, with balanced ad support.

Strongest content: local business openings, events, and community storytelling.



INSTAGRAM (REELS) PERFORMANCE

- Q1 - Strong storytelling visuals
- Q2 - Healthy growth; reels performing well
- Q3 - Engagement above average; video content expanded with new Fall For Downtown Elkhart Campaign highlighting individual businesses

Summary: Engagement held steady across all quarters. Q3 saw significant increase in Reels output, boosting reach and visibility. Video content continues to drive the strongest engagement and shares. We will continue to build on this success in Q4 with Hometown Holidays campaign.



WEBSITE (GOOGLE ANALYTICS 4)

- Q1 - Strong start; event and restaurant pages most visited
- Q2 - Healthy growth; high engagement and repeat visitors
- Q3 - Continued growth; metrics remain above average

Summary: Website traffic grew nearly 2x from Q1 to Q3. Bounce rate remained 10-15% better than industry benchmarks. Visitors to the website engage most with events, dining, and things-to-do pages. Implementation of ITI Digital website enhancements to streamline business listing and event calendar enhanced the look and feel of the website and well as making it more user friendly.

DIGITAL RETURN ON INVESTMENT

SOCIAL MEDIA GROWTH CONTINUES TO BE A STRONG INDICATOR FOR DOWNTOWN ELKHART'S EXPANDING REACH AND ENGAGEMENT.

FACEBOOK FOLLOWERS INCREASED from 30,491 in Q1 to 32,006 in Q3, representing a gain of 1,515 new followers so far in 2025. **INSTAGRAM ALSO SHOWED POSITIVE MOMENTUM**, adding 207 new followers in Q3 alone. With steady growth each quarter, Facebook is currently on pace to surpass 2024's total follower gains by year-end, reflecting sustained audience interest and effective digital engagement strategies.

2025 Q1 - Q3 FACEBOOK ENGAGEMENT & IMPRESSIONS

IMPRESSIONS	ENGAGEMENTS	ENGAGEMENT RATE
3.1M	213.7K+ (est.)	7-8.2%

- Engagement rate climbed steadily from 7% in Q1 to 8.2% in Q3, outperforming typical 4-6% tourism benchmarks.
- 2025's impressions are on pace to surpass 2024 by year-end with one quarter remaining.

2025 Q1 - Q3 INSTAGRAM REACH & ENGAGEMENT

ACCOUNTS REACHED	ENGAGEMENTS	REELS
~158K	~6,900 (Q1-Q3 combined)	74

- Instagram Reels output more than doubled from 35 in 2024 to 74 through Q3 2025.
- Engagement per reel remained strong, with a top reel engagement of 2,121 in Q3.

2025 Q1 - Q3 WEBSITE TRAFFIC & ENGAGEMENT

USERS	VISITS / SESSIONS	ENGAGEMENT	BOUNCE RATE
14,331 users	17,914 sessions	Avg. 2+ min/session	34.9-38.6%

- Engagement is higher than tourism benchmarks, with a bounce rate under 40% and average session time of ~2 minutes.
- While total visits haven't matched 2024 yet, these are only Q1-Q3 numbers; year-end totals are likely to close the gap.

KEY TAKEAWAYS

- Facebook is trending ahead of 2024 performance in both impressions and engagement rate.
- Instagram has shifted strongly toward Reels, setting the stage for higher engagement in Q4 and beyond.
- Website engagement remains consistently strong, with highly qualified traffic and excellent bounce rates.
- Digital presence remains in the top tier among city and destination marketing pages.

OVERALL TRENDS & TAKEAWAYS

- Steady Growth: All platforms saw consistent quarterly increases in reach and engagement.
- Above-Average Engagement: Facebook and web engagement rates consistently outperformed typical tourism benchmarks.
- Video Momentum: Instagram Reels and Facebook videos are emerging as top-performing formats.
- Efficient Ad Spend: Q3 Facebook ads achieved an outstanding 10.39% CTR (Click Through Rate) and \$0.04 CPC (Cost Per Click).

PARTNERSHIPS FUELING SUCCESS

COMMUNITY & PARTNER ENGAGEMENT

The Elkhart County CVB will continue active collaboration with the Downtown Elkhart Merchant Alliance leadership, maintaining a close working relationship with President Angie Rockenbaugh and Vice President Lily Reynolds. Together, we will coordinate on key marketing campaigns, downtown events, and promotional efforts to ensure consistent messaging, strong participation, and alignment with the overall goals of the Do Downtown initiative.

In addition, the CVB remains deeply engaged with downtown businesses and their owners to foster communication and gather meaningful feedback. One-on-one conversations, and ongoing correspondence help ensure that all partners are informed, connected, and have a voice in the development and execution of downtown marketing efforts. This direct engagement supports transparency, strengthens relationships, and reinforces a shared commitment to Downtown Elkhart's continued growth and success.

NEW IN 2025: PARTNER SUCCESS THROUGH EDUCATION & INNOVATION

DESTINATION UPLIFT: EMPOWERING LOCAL BUSINESSES



The Elkhart County CVB proudly offers Destination Uplift, a free digital marketing education webinar series hosted by Brian Matson of TwoSix Digital to all of the downtown Elkhart businesses. This program provides businesses owners with valuable tools and insights to strengthen their online presence and marketing strategies. Participants can join monthly live webinars or access recordings on-demand through a free account. The platform includes a comprehensive library of tutorials, regular updates on emerging trends, and actionable strategies designed to help businesses succeed in a competitive digital landscape.

This initiative reflects our commitment to partner education and community growth and this opportunity for downtown Elkhart businesses will continue in 2026.

DO DOWNTOWN + ELKHART PARKS & RECREATION: ARTWALK COLLABORATION



The Do Downtown initiative continues to grow through strong partnerships, including its collaboration with Elkhart Parks & Recreation on ArtWalk. This vibrant monthly event, happening June through September, turns downtown into a lively hub for arts and culture. Merchants play a key role by signing up to participate and hosting local artists and musicians in their storefronts. Together, this partnership creates a dynamic, walkable arts experience that connects artists, businesses, and visitors in the heart of Downtown Elkhart encouraging both locals and visitors to explore, connect, and support local artists, businesses, and venues. This partnership enhances the overall experience and reinforces Elkhart as a hub for arts, culture, and community gatherings.

DOWNTOWN ELKHART RESTAURANT WEEKS: A FRESH FOCUS FOR 2026



New for 2026, the Elkhart County CVB is shifting its Restaurant Weeks initiative to place a focused spotlight on Downtown Elkhart. This strategic move will strengthen collaboration with downtown restaurants and elevate the city's culinary identity. Participating businesses will be featured on the Do Downtown Elkhart website, which will serve as the central hub for the campaign, hosting the landing page with participating restaurants and menus. This hyper-local approach aims to drive foot traffic, boost local dining revenue, and create a cohesive promotional platform that celebrates the flavors and experiences of Downtown Elkhart.

2026 STRATEGY OVERVIEW

THE GOAL IN 2026 IS TO ENHANCE AND EXPAND THE CAMPAIGN THROUGH STRONGER DIGITAL PERFORMANCE, STORY-DRIVEN VIDEO CONTENT, RADIO INTEGRATIONS, ALONG WITH CONTINUED COLLABORATION WITH DOWNTOWN MERCHANTS AND KEY LOCAL STAKEHOLDERS.

We're dedicated to boosting visitation and community pride through a multi-channel media strategy that highlights Elkhart's accessibility, prime location, and the vibrant mix of well-loved and unique downtown businesses.

PRIMARY TACTICS

WEBSITE

*Continued hosting, management, and updates.
ITI Digital tools for event calendar and business listings.*



The digital marketing campaign for Downtown Elkhart has been incredibly impactful in elevating the visibility of our entire district. The short-form video content and Reels, in particular, have given us fresh and engaging ways to spotlight The Lerner Theatre and connect with new audiences in our 100th year. It's exciting to see our stories come to life in such a dynamic way while also reinforcing how The Lerner contributes to a larger, thriving downtown ecosystem.

*- Jenna Brouillette, Marketing & Communications Manager,
The Lerner Theatre*

DIGITAL MEDIA

*Short-form video on Instagram, Facebook, and YouTube.
Sponsored ad campaigns targeting regional visitors.*

BROADCAST CAMPAIGN

Spotlight on Business with 95.3 MNC. Radio campaign featuring downtown business owners.

TRADITIONAL MEDIA

Explore opportunities for print placements in strategic local publications.

DESIGN GRAPHICS FOR PRINT AND DIGITAL MEDIA

Create on-brand, high-impact graphics for print and social media that capture key messages.

OVERALL INVESTMENT

- ECCVB Contribution: \$60,000
- City of Elkhart Redevelopment Commission Contribution: \$60,000
- **Total Campaign Budget: \$120,000**

This investment supports a robust, multi-channel strategy that promotes the full range of Downtown Elkhart's offerings, driving economic impact and community connection.

EXPECTED OUTCOMES

- Increased website traffic and time-on-page for dining, event, and shopping content
- Higher foot traffic to downtown businesses and events
- Growth in social media followers, impressions, and engagement
- Strengthened partnerships with local merchants, venues, and stakeholders
- A unified brand presence that elevates Downtown Elkhart as a regional destination



THIS PROPOSAL REPRESENTS A CONTINUED COMMITMENT
TO COLLABORATION, CREATIVITY, AND COMMUNITY IMPACT.
WE LOOK FORWARD TO PARTNERING WITH THE CITY OF
ELKHART REDEVELOPMENT COMMISSION TO BUILD ON OUR
SHARED SUCCESS IN 2026.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF
CONSULTANT TO PROVIDE COLLABORATIVE ASSISTANCE ON
MUSIC TOWN PROGRAM AND APPROPRIATING FUNDS

Whereas, The Commission has received and reviewed the attached Collaboration Agreement (the "Agreement") with Juke Technologies, Inc ("Juke") to provide administrative services to administer the Music Town Program (the "Program") within the City of Elkhart as set forth in the Agreement (the "Services"); and

Whereas, the Commission finds that the Program will enhance, improve and further the economic development and quality of life projects and goals within the established Development and TIF Areas of the City; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that Juke 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 Juke at a fee not to exceed \$100,000.00 to perform the Services.
2. The Commission approves the form of Collaboration Agreement attached hereto and authorizes its execution.

The Commission appropriates the sum of \$100,000.00 to be allocated among and charged in shares to each established Allocation Area to cover the cost of the Services, as follows: 25% of the total cost shall be charged to the Downtown Allocation Area No. 1, 25% of the total cost shall be charged to the Consolidated South Elkhart Allocation Area, 25% of the total cost shall be charged to the Cassopolis Street Allocation Area, and 25% of the total cost shall be charged to the Technology Park Allocation Area.

3. 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 DECEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/2/25
Re: Juke Contract

Please see the attached contract for engagement with Juke Technologies, Inc. for work to be performed in 2026. Staff is requesting the Commission appropriate \$100,000 to be split evenly among the Downtown, Cassopolis, Consolidated, and Tech Park TIF's.

COLLABORATION AGREEMENT

This Collaboration Agreement (this "Agreement") is entered into as of December 9, 2025 (the "Effective Date") by and between Juke Technologies, Inc., a Delaware corporation ("Juke") and the City of Elkhart¹ (the "City"). Juke and the City are individually referred to herein as a "Party," and collectively as the "Parties". Capitalized terms used herein are defined in Section 11.

In consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

1. Collaboration; Appointment.

a. Appointment. The Parties have identified the opportunity to collaborate with one another in order to provide an enriching program designed to foster community vibrancy and growth by leverage the Juke Platform to administer the Music Town Program within the greater Elkhart Economic Area. As such, the City desires to appoint Juke as the Administrator of Music Town, and Juke desires to accept from the City the appointment as the Administrator of Music Town on the terms and subject to the conditions set forth in this Agreement. Throughout the Term, each Party shall use reasonable efforts to endorse and promote Music Town, as well as to refer, introduce, and direct potential Sponsors to help subsidize and develop the Music Town Program.

b. Promotion and Marketing. Juke shall be responsible for preparing the marketing materials as part of the Administrator Services for the promotion and advertisement of the Music Town Program (the "Marketing Materials"). Juke will provide the City with copies of any proposed Marketing Materials, which shall be deemed accepted for use in association with the Music Town Program, unless the City objects to any Marketing Materials (in whole or in part) within five (5) business days from receipt thereof. Juke hereby grants to the City a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free, fully-paid up right to copy and distribute the Marketing Materials solely in connection with the City's efforts to promote and advertise the Music Town Program. Juke retains all right, title and interest in and to the Marketing Materials, and any derivative works, modifications or improvements to the

Marketing Materials. The Parties shall not modify the approved Marketing Materials unless the Parties agree in writing to such modification.

c. No Authority. Neither Party has the authority to bind the other Party to any contract, representation, warranty, understanding, act or deed concerning the other Party, or any services and products offered by the other Party. Neither Party shall make representations or warranties concerning the relationship with the other Party unless such warranty or representation is authorized in writing by the other Party. In addition, neither Party shall make any representations or warranties to any third parties with respect to the other Party's obligations hereunder, including without limitation, concerning prices, terms or delivery, performance or delivery of such obligations, terms of payment, or conditions of sales except to the extent such representations are authorized in writing by the other Party (except as otherwise mutually agreed upon between the Parties).

d. Subcontracting. Juke may, but is not required to, subcontract the Administrator Services on a case-by-case basis ("Subcontracting Relationship"). Each such Subcontracting Relationship shall be established via a separate agreement negotiated by and between Juke and said subcontractor. Nothing in this Agreement shall create, or otherwise be construed to imply, an affirmative obligation on behalf of Juke to enter into a Subcontracting Relationship. The City hereby approves a Subcontracting Relationship with GigFinesse, Inc.

¹ NTD: Elkhart to confirm the party entering into this Agreement with Juke.

e. Collaboration. Each Party agrees to act in good faith and in a commercially reasonable manner to perform such functions as the Parties may mutually agree in writing, which may include developing budgets, scope of works, protocols, specifications, timelines, milestones, schedule of activities and similar activities, in an effort to market, promote and/or administer the Music Town initiative. Party shall pay to the other Party all amounts due hereunder in full without any set off, counterclaim, deduction or withholding.

f. No Obligation. City acknowledges that Juke is under no obligation to provide the Juke Platform to an End User and that the provision of Juke Platform to an End User shall be in the sole discretion of Juke.

2. **Compensation.**

a. Fees. In consideration of acting as the Administrator of Music Town, the City shall pay Juke fees in the aggregate amount of \$100,000 ("Administrator Fees") as follows: 1) \$30,000 promptly after the Effective Date and 2) \$10,000 each month for the subsequent seven (7) months totaling \$70,000. Any Administrator Fees will be paid to Juke in accordance with this Section 2.

b. Promotion and Marketing Activities. Juke will promote and market Music Town by and through the Administrator Fees and otherwise at its own expense. As such, Juke shall not be entitled to any reimbursement of any additional costs or expenses incurred by Juke in connection with the Administrator Services unless expressly agreed to in writing by the City.

c. Currency. All Fees under this Agreement shall be paid in U.S. dollars, unless the Parties otherwise agree in writing.

d. Taxes. All Fees are stated exclusive of any applicable sales, use, GST, HST, PST, value-added, withholding, or similar taxes or duties, whether domestic or foreign (collectively, "Taxes"). Each Party is responsible for all applicable Taxes related to the Fees. Each

e. Books and Records. Juke shall: (i) maintain books and records in order to ensure that Fees, Taxes, receipts and expenses in connection with Juke's performance under this Agreement are accurately recorded with reasonable detail and are based on accurate and sufficient supporting documentation; and (ii) maintain practices and internal controls to ensure that no "off the books" accounts are created or maintained in connection with Juke's performance under this Agreement. Unless otherwise required by applicable Law, all such books and records will be maintained by Juke for a period of two (2) years after the termination or expiration of this Agreement.

3. **Conduct.**

a. Generally. Neither Party: (i) will hold itself out as an agent, joint venturer, legal representative, or employee of the other Party, and will not otherwise suggest any affiliation with the other Party except as expressly provided herein or permitted in writing by the other Party; and (ii) will make any legal representations, guarantees or warranties of any type on behalf of the other Party or with respect to the Juke Platform, or describe the Juke Platform in a manner inconsistent with any descriptions or specifications communicated by Juke.

b. Compliance with Laws. Each Party represents and warrants that it has complied, and covenants that it shall comply, with all applicable Laws and that it has used and shall use only legitimate and ethical business practices in connection with the negotiation of, and performance of, its duties pursuant to this Agreement.

c. Anti-Corruption and Trade Compliance. Juke represents and warrants that it has not engaged in, and covenants that it and they shall refrain from, offering, promising, paying, giving, authorizing the paying or giving of,

soliciting, or accepting money or Anything of Value, directly or indirectly, to or from: (i) any Government Official to (a) influence any act or decision of a Government Official in his or her official capacity, (b) induce a Government Official to use his or her influence with a government or instrumentality thereof, or (c) otherwise secure any improper advantage; or (ii) any person in any manner that would constitute bribery or an illegal kickback, or would otherwise violate applicable anti-corruption law, in each case, in connection with the negotiation of, and performance of it and their duties pursuant to, this Agreement. Juke has not made a voluntary or other disclosure to, received any notice, subpoena, request for information, or citation from, or is aware of any past or present investigation of Juke by a Governmental Authority related to alleged violations of any anti-corruption Law. Juke acknowledges that U.S. and EU trade sanction Laws are applicable to Juke and the Juke Platform and, as such, Juke represents and warrants that it is not subject to any U.S. or EU trade sanctions or economic restrictions. Juke will ensure that any subcontractors retained by Juke in connection with its performance under this Agreement expressly agree to anticorruption and trade compliance undertakings, representations, and warranties substantially similar to the provisions set forth in this Section 3.c.

d. Non-Discrimination. The Parties shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement by reason of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, union membership, or any other characteristic protected under applicable federal, state, or local law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Genetic Information Nondiscrimination Act, and any other similar laws, rules, or regulations.

e. Notice of Violation. If either Party becomes aware that it or the other Party has violated, or any employee or representative has requested that the other Party violate, any of the terms of this Section 3, said Party shall provide prompt notice to the other Party of the facts and circumstances associated with such violation or request.

4. Term and Termination.

a. Term. Unless earlier terminated as permitted in this Agreement, this Agreement will commence on the Effective Date and will continue for an initial term of twelve (12) months (the “**Initial Term**”); thereafter, this Agreement will automatically renew for successive twelve (12) month periods unless either party gives the other written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a “**Renewal Term**”) (the Initial Term and any Renewal Term(s), the “**Term**”).

b. Termination for Breach. Either Party may terminate this Agreement upon ten (10) business days’ written notice in the event of a material breach of any term of this Agreement by the other Party that is not cured within such ten (10) business day period. Notwithstanding the foregoing, either Party may terminate this Agreement immediately (without the right to cure) upon notice to the other Party in the event of a breach of Section 3.

c. Effect of Termination. Upon expiration or termination of this Agreement for any reason, each Party agrees to (i) cease any activity with respect to the other Party and to return to the other Party all property of the other Party, (ii) immediately cancel, to the greatest extent possible, any third-party obligations pertaining to the Music Town Program, and (iii) within thirty (30) days after termination of this Agreement, Juke will provide the City with a written itemized statement of all work performed by it pertaining to the Music Town Program, and the costs associated, therewith, and either (x) promptly refund any recoverable costs to the City or (y) credit any recoverable costs toward another existing or future offering, at the election of the City.

d. Survival. Section 3 (Conduct), this Section 4 (Term and Termination), Section 5 (Confidential Information), Section 6 (Limitation on Liability; Indemnification), Section 7 (Audits), Section 10 (General) and Section 11 (Definitions) shall survive any expiration or termination of this Agreement. Further, except in cases of Termination for Breach pursuant to Section 4.c. hereof, the obligation to pay the Referral Fees shall survive any expiration or termination of this Agreement.

5. Confidential Information. Each Party (the “Receiving Party”) agrees to hold in confidence and not disclose to any third-party nor use for any purpose except as necessary to perform its respective obligations under this Agreement any Confidential Information received from the other Party (the “Disclosing Party”). Receiving Party shall return or certify its destruction of all Confidential Information (including all copies and extracts thereof) of Disclosing Party upon the earlier to occur of termination or expiration of this Agreement or written request by Disclosing Party. Receiving Party acknowledges that any disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or under this Agreement. Notwithstanding any other provision of this Agreement, or any nondisclosure agreement between the Parties, Receiving Party may freely disclose the existence and terms of this Agreement to any third party whenever Receiving Party considers it necessary or prudent to disclose the terms of this Agreement, including to any Governmental Authority in connection with a violation or potential violation of Section 3.

6. Limitation on Liability; Indemnification.

a. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR DAMAGES RELATED TO LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES HEREUNDER IN THE AGGREGATE IN EXCESS OF THE TOTAL FEES PAID UNDER THIS AGREEMENT DURING THE 12-CONSECUTIVE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST APPLICABLE EVENT, ACT OR OMISSION GIVING RISE TO SUCH DAMAGES. The foregoing shall not exclude or limit either Party's liability for: (a) death or personal injury arising from negligence; (b) fraud; (c) gross negligence; or (d) willful misconduct. The limitations in this Section 6.1 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

b. Indemnification. Each Party (the “Indemnifying Party”) shall defend, indemnify and hold the other Party, its affiliates and its and their officers, directors, employees and agents (the “Indemnified Party”) harmless from and against any losses, damages, liabilities (including settlements, judgments, fines and penalties) and costs and expenses (including reasonable external attorneys' fees) of any type (collectively, “Losses”) arising out of or relating to a third party assertion, or an actual or threatened claim, action, suit or proceeding (collectively, “Third Party Claim”) in connection with Indemnifying Party's activities hereunder, including any breach of this Agreement (including Section 3) by Indemnifying Party.

c. Indemnification Procedures. If a Third Party Claim is commenced against an Indemnified Party, prompt notice thereof shall be given by the Indemnified Party to the Indemnifying Party. The failure to deliver such notice, however, shall not release the

Indemnifying Party from its indemnification obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. At the Indemnifying Party's reasonable cost and expense: (i) the Indemnifying Party shall immediately take control of the defense of such Third Party Claim and shall engage attorneys reasonably acceptable to the Indemnified Party to defend such Third Party Claim; and (ii) the Indemnified Party shall cooperate with the Indemnifying Party (and its attorneys) in the defense of such Third Party Claim. The Indemnified Party may, at its own cost and expense, participate (through its attorneys or otherwise) in such defense. The Indemnifying Party shall not enter into a settlement of such Third Party Claim that does not include a full release of the Indemnified Party or involves a remedy other than the payment of money, without the Indemnified Party's written consent. If the Indemnifying Party does not assume control over the defense of such Third Party Claim as set forth herein, the Indemnified Party may defend such Third Party Claim in such manner as the Indemnified Party may reasonably deem appropriate, at the cost and expense of the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume control of the defense of any Third Party Claim that could impose criminal liability on the Indemnified Party, and unless otherwise agreed by the Parties, the Indemnified Party shall have the right (but not the obligation) to defend such Third Party Claim, at the cost and expense of the Indemnifying Party.

7. Audits. Upon reasonable prior notice to Juke, Juke shall provide City and its auditors with reasonable access to, and assistance and information that they may reasonably require with respect to, Juke's books and records for purposes of auditing Juke's compliance with this Agreement (including Section 3). Upon notification that an audit identifies that Juke is not in compliance with this Agreement, Juke shall promptly correct such noncompliance no later than twenty (20) business days after such notice.

8. Use of Name. Subject to the limitations set forth herein, each Party shall be free to mention or otherwise use the name, logo, or

Trademark of the other Party (or any abbreviation or adaptation thereof) (the "Marks") in any publication, press release, marketing and promotional material, or other form of publicity (collectively, "Publication"); provided, that it receives prior written (including email) approval of such other Party in each such instance. Notwithstanding the foregoing, Juke shall be permitted to use the City's Marks in any Publication without the prior written approval of the City to disclose, market or advertise (subject to applicable Laws, including relevant securities laws) (i) the City's collaboration with Juke as further contemplated herein, and (ii) the City's financial contribution in Music Town. The restrictions imposed by this Section 8 shall not prohibit either Party from making any disclosure identifying the other Party that, in the opinion of the disclosing Party's counsel, is required by applicable Law.

9. Public Announcements. Each Party and their respective affiliates shall have the right to publicly disclose the collaboration, development and commercial information described in Exhibit C attached hereto and incorporated herein (the "Press Release"). The Parties have agreed upon the content of the Press Release and the release of which the Parties will coordinate in order to accomplish such release promptly upon execution of this Agreement.

10. General.

a. Successors and Assigns. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

b. Assignment. Either Party may cede, delegate, and/or assign this Agreement (in whole or in part) to any of its affiliates or in connection with a merger, corporate reorganization, acquisition, change in control or similar such transaction or sale of all or substantially all of its assets or voting securities.

c. Governing Law and Venue. To the maximum extent permitted by law, this Agreement shall be governed by the laws of the State of Indiana and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The prevailing Party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

d. Cumulative Remedies. No specific remedy under this Agreement shall limit a Party's right to exercise all other remedies available to such Party at law, in equity or under this Agreement, and all such remedies shall be cumulative.

e. Severability. If a provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement shall remain in full force and effect, except to the extent such remaining provisions are not capable of substantial performance as a result of such holding.

f. Notice. Any notice under this Agreement shall be given in writing and shall be deemed effective to the Party to be notified: (i) upon confirmed receipt by personal delivery; (ii) one (1) business day following deposit for delivery with any internationally recognized overnight courier; or (iii) three (3) business days after deposit with a nationally recognized mail carrier with packaging tracking capability, sent by certified mail with return receipt requested. Notice shall be addressed to each Party at the location specified on the signature page to this Agreement (as may be updated by either Party upon written notice to the other Party).

g. Entire Agreement. This Agreement, together with the Exhibits, constitutes the complete agreement between the Parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter set forth herein.

h. Amendment and Waiver. This Agreement may not be modified except in a writing duly executed by the Parties. Any waiver must be in writing signed by the Party claimed to have waived.

i. Counterparts and Electronic Signature. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement and any amendments hereto, to the extent signed and delivered by electronic means (e.g., facsimile or email), shall be treated in all respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

j. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and each Party intends that this Agreement shall not benefit, or create a right or cause of action in or on behalf of, any person or entity other than the Parties, their permitted successors and assigns, and with respect to Section 6, the Indemnified Parties.

k. Independent Contractor. It is the express intention of the Parties that each Party is an independent contractor of the other Party and not an employee, agent, joint venture or partner of the other Party. Nothing in this Agreement shall be read as creating the relationship of employer and employee between either Party. For the avoidance of doubt, neither Party is entitled to participate in any benefits provided by the other Party, including its pension plans, bonus, stock or similar benefits that it makes available to its employees.

l. Interpretation. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified. The words "herein" and "hereunder" and words of similar import when used in this Agreement

shall refer to this Agreement as a whole and not to any particular provision in this Agreement. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so requires. In this Agreement, references to "day" refers to a calendar day, unless otherwise indicated. In this Agreement, references to Sections or Exhibits shall be to Sections of, or Exhibits to, this Agreement, unless otherwise indicated. The word "will" shall be construed to have the same meaning and effect as the word "shall". The term "or" is not exclusive. The headings in this Agreement will not be referred to in connection with the construction or interpretation of this Agreement. This Agreement is in the English language only, which language shall be controlling in all respects, and all notices under this Agreement shall be in the English language.

11. Definitions. For the purposes herein, the following definitions shall apply:

"Administrator" means the Party appointed to provide the Administrator Services in accordance with the terms and conditions set forth under this Agreement.

"Administrator Services" means the provision of certain technology, managerial and administrative services in furtherance of the Music Town Program, including those services set forth on Exhibit A attached hereto and incorporated herein.

"Administrator Fees" has the meaning set forth in Section 2.a.

"Anything of Value" means anything of value, including cash or a cash equivalent (including "grease", "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, use of materials, facilities or equipment, transportation, lodging, or promise of future employment.

"Confidential Information" means any and all technology, know how, business information and other material of any type, which is either marked confidential at the time of disclosure or which from the context of its disclosure or the nature of the information itself should reasonably be understood to be confidential information, including the terms and conditions of this Agreement.

"Elkhart Economic Area" means the geographical location encompassing the city of Elkhart, Indiana, and the surrounding townships encompassing Elkhart County, Indiana.

"End User" means any person or entity who is authorized by Juke to access and use the Juke Platform under the rights granted to End User pursuant to the agreement(s) governing the rights, obligations and restrictions associated with the access and use of the Juke Platform.

"Governmental Authority" means a U.S. or non-U.S. multinational, national, regional, federal, state, municipal, local, territorial, provincial or other governmental department, regulatory authority, commission, board, bureau, agency, ministry, self-regulatory organization or legislative, judicial or administrative body, including any other entities funded in whole or in part by any of the foregoing.

"Government Official" means: (1) any official or employee of any multinational, national, regional, territorial, provincial or local government in any country, including any official or employee of any government department, agency, commission, or division; (2) any official or employee of any government-owned or - controlled enterprise; (3) any official or employee of any public educational, scientific, or research institution; (4) any political party or official or employee of a political party; (5) any candidate for public office; (6) any official or employee of a public international organization; or (7) any person acting on behalf of or any relatives, family, or household members of any of those listed above.

"Indemnified Party" has the meaning set forth in Section 6.b.

"Indemnifying Party" has the meaning set forth in Section 6.b.

"Initial Term" has the meaning set forth in Section 4.a.

"Juke Platform" means the web-based software platform that provides certain End Users with an enhanced interactive experience during live performances at designated venue locations, and any related websites, apps, online services and content of Juke, as may be modified by Juke from time to time.

"Laws" means all applicable local, state, provincial, territorial, federal and international laws, regulations, rules and conventions, including those related to data privacy and data transfer,

international communications, and the exportation of technical or personal data.

“**Losses**” has the meaning set forth in Section 6.b.

“**Marks**” has the meaning set forth in Section 8.

“**Marketing Materials**” has the meaning set forth in Section 1.b.

“**Music Town**” or “**Music Town Program**” means the community-based program designed to sponsor a series of live music events to better integrate the artistic musical community with the greater community to foster a vibrant atmosphere that celebrates diversity, inclusion, small businesses, tourism, and engagement, in furtherance of the Core Objectives set forth on Exhibit B attached hereto and incorporated herein.

“**Party**” or “**Parties**” has the meaning set forth in the preamble.

“**Press Release**” has the meaning set forth in Section 9, as further described in Exhibit C attached hereto and incorporated herein.

“**Publication**” has the meaning set forth in Section 8.

“**Renewal Term**” has the meaning set forth in Section 4.a.

“**Sponsor**” means any person or entity who agrees to, directly or indirectly, provide Anything of Value in support and furtherance of the Music Town Program.

“**Subcontracting Relationship**” has the meaning set forth in Section 1.d.

“**Taxes**” has the meaning set forth in Section 2.d.

“**Term**” has the meaning set forth in Section 4.a.

“**Third Party Claim**” has the meaning set forth in Section 6.b.

The remainder of this page is intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

JUKE TECHNOLOGIES, INC.

By: _____

Name:

Title:

Notice Address:

Email

Email: _____

THE CITY OF ELKHART

By: _____

Name:

Title:

Notice Address:

Email: _____

Exhibit A

Administrator Services:

Music Town's delivery of platform services will continue, shifting from initial outreach and activation to program enhancement focusing on promotion, resident interactivity, community engagement, and programming.

During the Term, Juke shall be responsible for providing and administering the following Administrator Services in furtherance of, and in connection with, the procurement, recruitment, management, administration, and support of the Music Town Program:

1. Technology:

- Provide the Juke Platform free of charge to end users (e.g. venues, local artists, etc.), subject to their respective compliance with Juke's then-standard terms and conditions governing the use and access of the Juke Platform.
- Market, recruit, and onboard venues and businesses located within the Elkhart Economic Area onto the Juke Platform.
- Provide tools to improve their ability to promote shows and identify the other shows being booked across the region.

2. Show Curation and Booking:

- Conduct market research and audience surveys to identify and implement community preferences.
- Source, procure, and secure engagements with artistic musical talent (i.e. musicians, bands, instrumentalists, etc.) by (i) engaging local talent, as well as (ii) soliciting talent from outside the region to perform in the Elkhart Economic Area.
- Work with venues located within the Elkhart Economic Area to secure, coordinate, and schedule Music Town events by leveraging (in part) the Juke Platform.
- Work with the City to leverage sponsorship commitments to serve the diverse needs of community members located within the Elkhart Economic Area.

3. Marketing and Promotion:

- Develop a targeted marketing campaign leveraging the Juke Platform, social media channels, and local partnerships to promote, foster and encourage community participation in the Music Town Program.
- Collaborate with regional tourism agencies, committees, and organizations to foster greater tourism to the Elkhart Economic Area.
- Engage local media outlets and community groups to promote Music Town events.

4. Artist Development:

- Identify and provide booking support to emerging artistic musical talent.

5. Community Engagement:

- Encourage feedback and input from community members located within the Elkhart Economic Area via surveys and questionnaires.
- Facilitate periodic meetings with community stakeholders located within the Elkhart Economic Area to brainstorm unique and creative events for the Music Town Program.

6. Data Collection and Analysis:

- Track attendance, spending, and fan engagement through the Juke Platform.
- Work with the City to generate periodic reports to measure the economic and social impact of Music Town Program.
- Leverage data insights and extrapolations to refine programming and marketing strategies.

Exhibit B

Music Town: Core Objectives

- **Enhance Community Events:** Offer needle-moving event sponsorships that bring elements of novelty to the Elkhart Economic Area.
- **Boost Local Economy:** Drive economic growth by attracting visitors and encouraging spending at local businesses located within the Elkhart Economic Area.
- **Promote Cultural Engagement:** Increase community participation in cultural events and support for local venues and artistic musical talent within the Elkhart Economic Area.
- **Enhance Community Livability:** Improve the quality of life for residents located in the Elkhart Economic Area by providing more robust and diverse entertainment options.
- **Foster Talent Development:** Offer platforms for emerging and/or local artistic musical talent to showcase their talents and gain recognition.

Exhibit C

Press Release

[attached]

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING UNDERPASS MURAL
CONTRACT AND APPROPRIATING FUNDS

Whereas, The Commission has received and reviewed the attached Elkhart Underpass Mural Project Contract (the "Contract") with Alex Ann Allen, Brittany Johnson and Efren Rebugio, Jr. (the "Artists") for the design, creation and installation of 2 painted murals and associated vinyl art for the Benham Avenue Underpass as more fully described in the Contract (the "Services"); and

Whereas, the Commission finds that the mural project will enhance, improve and further the economic development and quality of life projects and goals within the established Development and TIF Areas of the City; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the named Artists 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 the Artists at a base fee of \$162,625.000, and the proposed 5% contingency fund, to perform the Services.
2. The Commission approves the form of Contract attached hereto and authorizes its execution.
3. The Commission appropriates the sum of \$170,756.25 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the project, with any unused funds remaining upon completion of the Services to 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 DECEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Elkhart Underpass Mural Project Contract

This Agreement is made on 12/3/25 by and between The Redevelopment Commission (the "Client") and the following **Artists**: **Alex Ann Allen, Brittany Johnson, and Efren Rebugio, Jr.** (collectively referred to as the "Artists"). This Agreement outlines the terms and conditions for the design, creation, and installation of two painted murals and associated digital vinyl art panels for the Elkhart Underpass mural project in Elkhart, Indiana. The parties agree to the following:

1. Scope of Work

The Artists shall design and execute the following artwork components for the project:

- **Painted Mural 1:** A painted mural approximately 130 feet wide by 19 feet high, to be installed on the designated underpass wall.
- **Painted Mural 2:** A painted mural approximately 120 feet wide by 19 feet high, to be installed on another section of the underpass wall.
- **Digital Vinyl Artwork:** Two printed vinyl art panels, each approximately 245 feet wide by 4 feet high, to be installed in the underpass area as specified by the Client.

Total Artwork Area: The project will encompass roughly 4,750 square feet of painted mural surface and approximately 1,960 square feet of vinyl artwork. The Artists will create original artwork for all the above components, consistent with the project's creative vision agreed upon by the parties.

2. Budget

The Client shall pay the Artists a **total project fee of \$162,625.00 (USD)** for all work and materials associated with the project. This amount is all-inclusive and covers all aspects of the project (e.g. artist fees, materials, equipment rentals, travel, and any other expenses). The total fee is presented as a lump sum for the entire project **[Please see Budget Summary in Exhibit A].**

5% Contingency Fund: A five percent (5%) contingency is additional and not included in the total project fee (approximately \$8,131.25). This contingency fund is reserved for unforeseen project expenses that may arise. The contingency **shall only be used upon mutual written agreement** between the Client and the Artists, and only for unexpected costs that are outside the initial project scope (for example, unanticipated site conditions or additional materials due to changes in plan). If not used, the contingency portion remains with the Client or is handled as mutually agreed at project conclusion.

3. Payment Schedule

The Client agrees to pay the total project fee to the Artists in the following installments:

- **25% Design Fee:** Artist engagement and concept development.
- **25% Mobilization Costs:** Payable upon concept approval.
- **50% Completion Fee:** Payable upon satisfactory installation and formal acceptance of all murals and vinyl panels by the Client.

The Artists' ability to complete the scope of work, including design development, documentation, and deliverables, is dependent upon the timely receipt of the invoiced deposit amounts. These funds are required to allocate internal design resources, secure necessary materials, and maintain project scheduling continuity. Accordingly, the project schedule and delivery milestones are contingent upon payment of the invoiced percentages as outlined, recognizing that completion of the project cannot occur without the required funds being received.

Payments shall be made payable to the Artists (or their designated representative) as a lump sum according to the above schedule. The Client agrees to remit each payment within 30 days of receiving an invoice for the respective milestone. In case of any payment delays, the Artists reserve the right to pause work until payment is received or to renegotiate the timeline accordingly.

4. Wall Preparation

Client Responsibilities: The Client is responsible for all initial wall and site preparation to ensure the surfaces are suitable for art installation. This includes, but is not limited to: patching cracks or surface damage, addressing any structural issues, and ensuring the surfaces are clean and in good condition for painting or vinyl application. The Client shall complete all necessary preparation work **before** the Artists begin on-site artistic work.

Artist Responsibilities: The Artists will handle the final preparation steps immediately before artwork installation. This includes power washing, priming the wall surfaces with appropriate primer/sealer and applying masking tape or other necessary protective measures on adjacent areas before painting the murals. The Artists shall inspect the surfaces upon arrival; if any additional preparation (outside of powerwashing, priming and masking) is found necessary, they will notify the Client to address those issues. All parties will ensure that wall preparation meets mutually agreed standards to promote the longevity and quality of the murals and vinyl artwork.

5. Maintenance

Anti-Graffiti Coating: Upon completing the painted murals, the Artists shall apply a clear anti-graffiti protective coating to the mural surfaces. This coating is intended to protect the artwork from vandalism (such as graffiti or tagging) and to allow for easier cleaning of such defacement. The cost and application of this coating are included in the project budget.

Repair of Vandalism/Defacement (First 3 Years): For a period of three (3) years after the project's completion, the Artists agree to be available, upon the Client's request, to perform repairs in the event the murals are significantly defaced or vandalized (for example, graffiti tagging or other willful damage). Any such repair work will be subject to a separate fee to be negotiated at the time of the request. The fee will be reasonably based on the size and scope of the damage and the effort required for restoration. For instance, a small tag in one area might incur a lower fee, whereas extensive graffiti across a large portion of a mural would require a higher fee. Upon notification of damage by the Client, the Artists will promptly assess the mural and provide a cost estimate for the repair. The Artists will proceed with the repair once the Client approves the scope and cost in writing. The Client is responsible for any costs associated with such repair work.

Ongoing Maintenance: After the initial three-year period post-completion (during which the Artists may assist with major vandalism repairs as described above), all maintenance and repair responsibilities rest with the Client. The Client may choose to contact the Artists for consultation or additional restoration work beyond the three-year period, but any such work would be subject to a new agreement and compensation as agreed by the parties at that time.

6. Insurance

Each Artist shall maintain their own general liability insurance coverage for the duration of the project. Prior to commencing any on-site work, the Artists will furnish the Client with certificates of insurance evidencing adequate general liability coverage (and, if required, workers' compensation or other necessary coverage for themselves or any assistants they engage). The insurance policies shall be with reputable insurers and with coverage limits reasonably acceptable to the Client (typically at least [specify coverage amount, e.g., \$1,000,000] in liability coverage). Each Artist's insurance will cover any claims for bodily injury, property damage, or other liability that may arise from the Artist's own actions or omissions during the execution of this project. All costs for such insurance shall be borne by the Artists. The Client, at its discretion, may also require to be named as an additional insured on the Artists' liability policies for the duration of the project; if so, the Artists agree to arrange this and provide documentation to the Client.

7. Intellectual Property Rights

Copyright: The artwork (including designs for the murals and vinyl artwork) created by the Artists under this Agreement is considered original work. The Artists retain all intellectual

property rights and copyright to the artwork they create. This means the Artists remain the authors and owners of the artwork's designs and imagery.

License for Public Display: The Artists hereby grant the Client an irrevocable, perpetual, royalty-free license to display the completed artwork in public at the project location (**The Elkhart Underpass [304 Benham Street, Elkhart, IN]**) for the enjoyment of the community. This license includes the right for the City to photograph or video the installed artwork and to use those images for non-commercial purposes such as press releases, public information, city newsletters, educational materials, and the City's website or social media, provided that the Artists are appropriately credited in such uses. **Please use Artists Credit Guidelines shown in [Exhibit B].**

Reproduction and Merchandise: Any use of the artwork beyond the scope of public display at the project site or standard informational uses requires the Artists' prior written permission. The Client agrees not to reproduce the artwork in physical or digital form for distribution, sell prints or merchandise featuring the artwork, or use the artwork's image in commercial advertisements without entering into a separate agreement with the Artists. If the City or any third party wishes to create merchandise, promotional materials for sale, or otherwise commercially exploit the artwork, they must obtain express written consent from the Artists and negotiate a separate license or royalty agreement as appropriate. In summary, the City's rights are limited to displaying the artwork and using images for non-commercial publicity, while the Artists retain all other rights to their work.

8. Project Timeline

Implementation is projected to begin in **Spring 2026**, with on-site work projected duration of **21 to 28 days**. This schedule is preliminary and may be adjusted by mutual agreement as necessary.

- **Design and Approval:** The Artists develop and present conceptual designs for Client approval prior to mural painting and vinyl production.
- **Site Work Start:** Scheduled for tentatively **Spring 2026**, contingent upon weather and confirmation of completed wall preparation by the Artists. The Artists shall commence on-site surface preparation, priming, and mural installation on or around this date.
- **Installation Duration: 21 - 28 days.** Painting of murals and overseeing production/installation of vinyl artwork. This includes any necessary breaks for weather or other delays. The Artists will work continuously during this period as conditions allow to complete the project in a timely manner.
- **Completion: 21 - 28 days** from start date. The artwork is expected to be fully completed and installed by this date, followed by a final inspection and acceptance by the Client.

Schedule Flexibility: The parties acknowledge that this timeline is a good-faith estimate.

Unforeseen delays may occur due to inclement weather, extreme temperatures, or other conditions not ideal for outdoor painting, as well as delays in equipment delivery, lift availability, or vinyl printing logistics. The Artists are not responsible for delays caused by such factors outside their control. Should any delay occur, the Artists will promptly notify the Client, and the timeline will be adjusted accordingly by mutual agreement. Both the Client and Artists agree to cooperate and remain flexible, with the shared goal of completing the project successfully in Spring 2026.

9. Liability and Indemnification

Artists' Liability Limitations: The Client acknowledges that the Artists shall not be held liable for issues or damages that are beyond the Artists' control. This includes, but is not limited to, pre-existing conditions of the project site (e.g., structural flaws in the underpass walls, unseen moisture or chemical issues with the wall surface), damage caused by third parties or the general public, and delays or damages resulting from force majeure events such as weather emergencies, natural disasters, acts of vandalism after completion, or other unforeseen events not caused by the Artists. The Artists will exercise due care and professionalism in executing their work, but once the artwork is installed and accepted, responsibility for the site and protection of the artwork largely resides with the Client (except as otherwise noted in Section 5 regarding limited repair services).

Indemnification by Client:

To the fullest extent permitted by law, the Client (The Redevelopment Commission) agrees to indemnify and hold harmless the Artists (Alex Ann Allen, Brittany Johnson, and Efren Rebugio, Jr.) from and against any and all claims, liabilities, damages, or expenses arising out of or related to the project, except to the extent that such claims are caused by the negligence, willful misconduct, breach of duty, or violations of law by the Artists. In other words, if a third party brings a claim related to the artwork or project site and it is due to factors beyond the Artists' control (for example, a claim arising from the condition of the wall or an accident on-site that was not caused by the Artists' actions), the City will defend and indemnify the Artists against such a claim. The City will not seek to hold the Artists responsible for any loss or damage that is not the fault of the Artists.

Indemnification by Artists:

To the fullest extent permitted by law, the Artists agree to indemnify and hold harmless the Client (The Redevelopment Commission), its officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses arising out of or related to the project to the extent caused by the negligence, willful misconduct, breach of duty, or violations of law by the Artists.

Safety and Site Conditions: The Artists and Client will work together to ensure a safe work environment. The Client will ensure the site is safe and will secure any necessary permits or traffic control (if the underpass is near roads) to allow the Artists to work safely. The Artists will follow safety best practices while on site. Both parties agree to communicate promptly about

any safety concerns or incidents. Nothing in this Agreement shall be construed as a waiver of any party's rights under applicable Indiana law regarding liability or governmental immunity.

10. Termination and Cancellation

Termination by Client: The Client reserves the right to terminate this Agreement at any stage of the project. However, if the Client terminates the project after design work has begun, the initial 50% deposit paid by the Client shall be deemed non-refundable and will be retained by the Artists. This is to compensate for time spent on design and any materials or preparatory work already completed. If termination occurs after on-site work has commenced, the Client is additionally responsible for paying the Artists for **all work performed and expenses incurred up to the effective date of termination**. This includes compensation for any completed portions of the murals or vinyl designs, materials purchased (paint, primer, vinyl printing costs if already ordered), equipment rentals, and any other costs the Artists have reasonably incurred for the project. The Client will not be required to pay for portions of work that have not been performed due to termination, except the non-refundable deposit as noted and any non-cancellable commitments made by the Artists.

Termination by Artists: The Artists may terminate this Agreement if the Client materially breaches its obligations. Examples of a Client breach include failure to pay the required installments within the agreed timeframe, or failure to prepare the site as promised, resulting in prolonged delay. In such a case, the Artists will provide written notice to the Client detailing the breach and allow the Client a reasonable opportunity to cure the issue. If the Client does not remedy the breach in a reasonable time, the Artists may terminate the Agreement. If termination by the Artists occurs due to Client's breach, it will be treated similarly to a Client-initiated termination in terms of payment: the Client is still responsible for payment for work completed and expenses incurred up to that point, and the 50% deposit remains non-refundable.

Rights to Designs upon Termination: If the project is terminated before completion, any preliminary designs, sketches, or concepts created by the Artists remain the property of the Artists. The Client agrees not to use any of the Artists' designs or partially completed artwork for any purpose (including hiring another party to complete the mural using the Artists' design) without the Artists' explicit written permission. Separate terms would need to be negotiated should the Client wish to make use of the Artists' designs after a termination.

Mitigation of Expenses: In the event of a termination, the Artists agree to make a good-faith effort to minimize any additional costs. For example, if the project is canceled before vinyl printing has started, the Artists will attempt to cancel any pending orders to avoid unnecessary charges. The Client will likewise cooperate in good faith to minimize the impact of termination. Any materials or equipment purchased that can be returned or repurposed will be handled in a reasonable manner to reduce waste and cost for both parties.

11. Vinyl Printing and Installation

Artists' Role (Design): The Artists are responsible for creating the digital artwork designs for the two vinyl areas, each 245' x 4' as described in the Scope of Work. The designs will be delivered in a format and resolution suitable for large-scale printing. The Artists will ensure the

designs meet the specifications (dimensions, bleed, color profile, etc.) required by the printing vendor. The content of these designs will be coordinated with the painted murals to ensure a cohesive overall aesthetic for the underpass project.

City's Role (Production & Installation): The Client (City of Elkhart) will contract with a professional printing vendor to **print and install** the vinyl art panels. The cost of printing and installation is **not included** in the total project budget, but for practical purposes, the City will handle the procurement of these services directly. The City will select a vendor (in consultation with the Artists, if needed) who has experience with large-format outdoor vinyl installations. The City is responsible for ensuring the vendor prints the panels on durable, weather-resistant vinyl material and installs them securely at the site.

Collaboration: The Artists will collaborate as necessary with the Client and the printing vendor during this process. This may include reviewing print proofs or color samples to ensure fidelity to the Artists' vision, and advising on placement or installation concerns. The Artists should be given the opportunity to **approve the final proof** of the vinyl artwork before mass printing, to verify that colors and details are accurate. If possible, the Artists may also be present or on-call during the installation of the vinyl panels to address any aesthetic concerns on site.

Quality and Warranty: The printing vendor will be expected to provide any standard warranties for the vinyl product (e.g., warranty against fading or material defects for a certain number of years). While the Artists are responsible for the artwork design, the **printing and installation** are the responsibility of the vendor/Client. The Client agrees that any defects in printing or installation are not the fault of the Artists. However, if a design issue (e.g., a resolution problem or formatting error) on the Artists' end is discovered, the Artists will cooperate with the vendor to promptly correct the design file. All parties will strive for a high-quality outcome for the vinyl panels that matches the quality of the painted murals.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Indiana**, without regard to its conflict of law principles. The parties agree that any legal action or proceeding concerning this Agreement or the activities hereunder shall be brought in the courts of appropriate jurisdiction located in Indiana. The Client and Artists each consent to the jurisdiction of such courts and waive any objection to such venue.

In the event any provision of this Agreement is found to be illegal or unenforceable under Indiana law, that provision shall be severed and the remainder of the Agreement shall remain in full force and effect. Any modifications to this Agreement must be made in writing and signed by all parties. This Agreement constitutes the entire understanding between the parties regarding the Elkhart Underpass Mural Project and supersedes any prior discussions or agreements, whether written or oral, relating to the subject matter herein.

Exhibit A

Budget Summary:

- **Artist Fees & Labor:** Mural design development, vinyl artwork design development, coordination, mural execution, and documentation.
 - \$134,150.00
- **Materials & Supplies:** Paints, primers, coatings, prep supplies and other materials.
 - \$11,830.00
- **Equipment Rentals:** Lifts, scaffolding, and related safety gear.
 - \$6,394.50
- **Travel & Accommodations:** Transportation, lodging, and associated per diem costs.
 - \$5,510.00
- **Finish/Varnish:** Application of UV protectant & anti-graffiti coating
 - \$4,740.50
- **Contingency:** Ten percent (5%) reserved for unforeseen costs, subject to prior written approval by the Client before use. **Not included in the total project fee.** ◦ \$8,131.25

Exhibit B**Artist Credit**

The Client agrees to provide appropriate public credit to the Artists in all instances where the artwork or related project materials are displayed, published, or promoted.

1. Credit Format:

Whenever the artwork, project, or related imagery appears in print, online, or broadcast media — including press releases, marketing materials, social media posts, or public signage — the Artists shall be credited as follows:

- Alex Ann Allen – Instagram: @alexannallen
- Brittany Johnson / Britt Paints – Instagram: @brittpaintsalot
- Efren Rebugio Jr. / Everyday Research – Instagram: @everydayresearch

2. Social Media Guidelines:

On social media posts by the Client or any associated partners that feature the murals or digital vinyl artwork, the above Instagram handles shall be tagged directly in the post caption and/or image whenever possible.

3. Physical Credit:

If a project plaque, interpretive sign, or printed program accompanies the murals or vinyl installation, the Artists' names and the year of completion shall be included on or near the display. The final format and placement of such credit will be mutually agreed upon.

4. Cross-Promotion:

The Artists may likewise post, publish, and promote the project on their own platforms, acknowledging the City of Elkhart as the commissioning client and tagging any official project or city accounts provided by the Client.

5. Corrections:

If the Client becomes aware that the Artists have not been properly credited, they agree to correct the omission in future uses or reprints where reasonably possible.

13. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above. The signatories below represent that they are authorized to enter into this Agreement on behalf of the parties they represent and that they agree to the terms and conditions stated herein.

Client (The Redevelopment commission):

Name: _____

Title: _____

Signature: _____ Date: _____

Artists:

Alex Ann Allen

Signature: _____ Date: _____

Brittany Johnson

Signature: _____ Date: _____

Efren Rebugio, Jr.

Signature: _____ Date: _____

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF
ELKHART, INDIANA, APPROVING AMENDMENT NO. 1 TO C.B. BURKE
CONTRACT FOR DESIGN-BID SERVICES ON SOUTH MAIN STREET STREETSCAPE
IMPROVEMENTS AND APPROPRIATING FUNDS

Whereas, the Commission has contracted with Christopher B. Burke Engineering, LLC to provide design-bid services on the South Main Street Streetscape Improvements Project (the "Contract") and desires to amend the Contract to include additional survey and geotechnical coordination services, a retaining wall type study, preparation of retaining wall plans, specifications and cost estimate, and preparation of mural wall and parking lot plans, specifications and cost estimates, (the "Additional Services"), all as more fully described on the attached Amendment No. 1; and

Whereas, the Additional Services are estimated to increase the original cost estimate for the Project by \$93,580 and the Commission believes it is in the best interest of the City and its inhabitants to approve the Additional Services, the increase of the Total Contract Price to \$250,310, and appropriate \$93,580 to cover the cost of the Additional Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves Amendment No. 1 to the Contract and the increase of the Total Contract Price to \$250,310.00.
2. The Commission appropriates the sum of \$93,580.00 from the Downtown Tax Allocation Area No. 1 Special Fund to cover the cost of the Additional Services.
3. The Officers of the Commission are hereby authorized to do all acts and execute all Amendment No. 1 and all other agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 9th DAY OF DECEMBER 2025.

CITY OF ELKHART REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/1/25
Re: C.B. Burke Contract Amendment

Staff has been working with our consultant developing plans for the South Main streetscape project and has found that an amendment to the contract to add additional services to the scope is needed. The scope is attached and includes survey work, geotechnical work, retaining wall, and parking lot design. These additional services are needed as part of a parking lot needed for the development at the end of Freight St. Staff requests the Commission appropriate \$93,580 from the Downtown Allocation Area Special Fund to cover these costs.



Christopher B. Burke Engineering, LLC
220 W. Colfax Ave., Suite 700 | South Bend, IN 46601
574.282.8001 | cbbel-in.com

November 19, 2025

Adam Fann
Assistant Director of Redevelopment
City of Elkhart
201 S. Second St.
Elkhart, IN 46516-3112

Subject: **South Main Street Streetscape Improvements, Phase 4 (Middlebury St. to Prairie St.)
Amendment No. 1**

Dear Mr. Fann,

In accordance with our contract, we are notifying you of a change in the scope of work for this project that will result in additional work that was not included in our original contract. These additional scope items were presented by Burke in a meeting on September 11, 2025. The specific scope changes and resulting additional fees are outlined below.

BACKGROUND

Burke was originally retained to provide design and bid documents for South Main Street Streetscape Improvements (Phase 4), St. James Church parking lot improvements, and the new Stocker Court parking lot. The original scope included survey confirmation, roadway and parking lot design, utility replacements, stormwater management, and bid assistance. The intent was to improve accessibility, maximize parking, and enhance streetscape aesthetics while addressing drainage and utility needs.

During the course of project development, the City identified additional needs to accommodate site constraints and enhance the visual character of the improvements. Specifically, the proposed parking lot along Benham Avenue and St. Joseph Street requires a retaining wall with a maximum retained height of approximately ten feet. In addition, the City requested the inclusion of a mural wall, six to eight feet in height, at the corner of Benham Avenue and St. Joseph Street to serve as a prominent aesthetic feature. These elements were not part of the original scope and require specialized structural design.

To address these requirements, Burke will obtain additional survey and a geotechnical report to confirm site conditions and determine the appropriate type of retaining wall. The retaining walls will support a parking lot located at the top of the wall and accommodate stairs and an ADA-compliant ramp providing access down to the sidewalks. Based on this information, Burke will prepare plans, specifications, and cost estimates for the selected wall type, and incorporate architectural features as requested by the City. Similarly, Burke will design the mural wall, coordinating with the geotechnical engineer to determine the appropriate foundation type. These additional services are necessary to ensure structural stability, meet grading requirements, and achieve the City's aesthetic objectives for the project.

ADDITIONAL SCOPE OF WORK ITEMS

Task 1 - Additional Survey and Geotechnical Coordination: Burke will confirm existing survey information and acquire additional topographic survey for the proposed parking lot areas along Benham Avenue and St. Joseph Street. We will coordinate with the geotechnical engineer to obtain soil data necessary for retaining wall and mural wall foundation design.

Task 2 - Retaining Wall Type Study: Burke will review the geotechnical report to determine suitable wall types (e.g., precast modular block, cantilevered concrete, soldier pile for deep foundations). We will prepare a memo summarizing pros and cons of applicable wall types and assist the City in selecting the best option.

Task 3 - Retaining Wall Plans, Specifications, and Cost Estimate: Burke will prepare structural plans, specifications, and cost estimate for the selected wall type. The plans will include general plan and elevation, notes, bill of materials, typical sections, and details. We will also incorporate architectural/aesthetic features (form liners, staining, etc.).

Task 4 - Mural Wall Plans and Parking Lot, Specifications, and Cost Estimate: Burke will prepare plans, specifications, and cost estimate for the mural wall, parking lot, steps, and ADA-compliant ramp, including general plan, elevation, and details. We will coordinate with the geotechnical engineer for foundation recommendations.

ESTIMATED FEE

We have estimated the total cost for the tasks outlined above to be **\$93,580**. This amendment would increase the total estimated fee for this project to \$250,310 and is subject to the general terms and conditions included in the original contract dated September 10, 2024 and the attached standard charges for professional services.

We appreciate your consideration regarding this matter and look forward to working with you towards successful completion of this project. Please contact me at 317.266.8000 or Michael Carey at the number listed above if you have any questions.

Sincerely,



Jon D. Stoltz, PE
Managing Vice President

THIS AMENDMENT AND ESTIMATED FEE ARE ACCEPTED BY THE CITY OF ELKHART:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: 2025 Standard Charges for Professional Services



Personnel	(\$/Hr)
Engineer VI	300
Engineer V	270
Engineer IV	215
Engineer III	190
Engineer I/II	160
Resource Planner V	215
Resource Planner IV	180
Resource Planner III	150
Resource Planner I/II	130
Engineering Technician IV	185
Engineering Technician III	165
Engineering Technician I/II	125
CAD II	155
CAD I	125
GIS Specialist IV	185
GIS Specialist III	185
GIS Specialist I/II	125
Environmental Resource Specialist V	215
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	130
Environmental Resource Technician	115
Administrative	100
Engineering Intern	75
Information Technician I/II	100

*Charges include overhead and profit

Direct Costs

Outside copies, messenger, delivery services, mileage	Cost + 12%
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Christopher B. Burke Engineering, LLC reserves the right to increase these rates after December 31, 2025.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF
CONSULTANT TO PROVIDE ECONOMIC DEVELOPMENT PROJECT
SERVICES FOR SOUTH CENTRAL ELKHART

Whereas, The Commission has received and reviewed the attached Agreement for Professional Services (the “Contract for Services”) to be performed by Neighborhood Evolution, LLC (“NEVO”) to provide services to expand and redevelop the Woodland Crossing Shopping Center as described in the Contract for Services (the “Services”); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that NEVO be employed to perform the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of NEVO at a fee not to exceed \$59,500.00 to perform the Services.
2. The Commission approves the form of Contract for Services attached hereto, and authorizes its execution.
3. The Commission appropriates \$95,500.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area (“Consolidated TIF”) Special Fund to cover the cost of the Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 9th DAY OF DECEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

CITY OF ELKHART, INDIANA

**STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES
(Edition 2020)**

THIS IS AN AGREEMENT effective as of January 1, 2026 ("Effective Date") between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission("City") and Neighborhood Evolution LLC (NEVO) ("Consultant").

For the following Project: ("Project").
2026 Scope Extension for Implementation Support – Woodland Crossing
Rezoning, Infrastructure and Housing Partnership Implementation, Commercial Repositioning & Asset Management

City and Consultant agree as follows:

ARTICLE 1- SERVICES OF CONSULTANT

1.01 *Scope*

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

ARTICLE 2 - CITY'S RESPONSIBILITIES

2.01 *General*

A. City shall have the responsibilities set forth herein and in Exhibit A.

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

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

ARTICLE 3 -SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time/or Completion*

A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Consultant's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than July 31, 2026.

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

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

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

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

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

the withholding have been removed.

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

ARTICLE 5 - GENERAL CONSIDERATIONS

5.01 *Standards of Performance*

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

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

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

ARTICLE 6 - USE OF DOCUMENTS

6.01 *Use of Documents*

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

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

C. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished

only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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

6.02 *Insurance*

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

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

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

6.03 *Suspension and Termination*

A. *Suspension.*

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

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

B. *Termination.*

1. The obligation to provide further services under this Agreement may be terminated for cause, by either party upon 14 days written notice in the event of substantial

failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

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

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

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

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

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

6.05 *Controlling Law*

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

6.06 *Successors, Assigns, and Beneficiaries*

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

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

any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

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

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

6.07 Dispute Resolution

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

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

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

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

6.08 Indemnification by Consultant

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

ARTICLE 7. CONFLICT OF INTEREST

7.01 *Conflict of Interest*

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

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

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

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

7.02 *Miscellaneous Provisions*

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

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

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

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

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

F. The provisions of this Agreement shall be construed according to the laws of the

State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

ARTICLE 8 -E-VERIFY REQUIREMENT

8.01 *Terms*

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

8.02 *Enrollment and Participation*

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

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

8.03 *Affidavit*

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

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

8.04 *Subcontractors*

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

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

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

8.05 *Employment of Unauthorized Aliens*

A. If Consultant, or any subcontractor of Consultant, knowingly employs or

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

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

8.06 *When E-Verify is not Required*

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

ARTICLE 9 - EXHIBITS AND SPECIAL PROVISIONS

9.01 *Exhibits Included*

- A. Exhibit A, "Consultant's Services," consisting of two (2) page(s).
- B. Exhibit B, "Insurance," consisting of one (1) page.
- C. Exhibit C, "Affidavit of E-Verify Enrollment and Participation" consisting of one (1) page.
- D. Exhibit D, "Certification Statement Regarding Investments in Iran," consisting of one (1) page.
- E. Exhibit E, "Title VI Notice," consisting of two (2) pages.

9.02 *Total Agreement*

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

9.03 *Designated Representatives*

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

9.04 *Suspension and Debarment*

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

transaction by any state department or agency. Necessary certification forms shall be provided by the City.

9.05 Investments in Iran

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

9.06 Title VI Notice

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

[signature page follows]

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

CITY

City of Elkhart, Indiana, Department of Redevelopment
acting by and through its Redevelopment
Commission

By: _____
Sandra Schreiber
Title: President, Redevelopment Commission

Date: _____

Attest: _____
Clerk

Address for Giving Notices
Elkhart City Department of Redevelopment
229 South Second Street
Elkhart, Indiana 46516

Designated Representative

Title: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

CONSULTANT

Neighborhood Evolution LLC

By: _____
Jim Kumon
Title: Vice President of Neighborhood
Evolution LLC

Date: _____

Consultant License or
Certification No.: _____
State of: _____

Address for Giving Notices

Designated Representative

Title: Jim Kumon, VP
Phone Number: _____
Fax Number: _____
Email Address: jkumon@electrichousing.com

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

Consultant's Services

**Neighborhood Evolution
2026 Scope Extension for Implementation Support
Woodland Crossing - Elkhart, Indiana**

December 1, 2025

This scope of work provides technical assistance to the City of Elkhart and its designees for the expansion and redevelopment of Woodland Crossing shopping center. The project will be staffed by Neighborhood Evolution Principals Jim Kumon and Monte Anderson, with support from Mike Keen, Bernice Radle and Mags Hawley for a duration of 7 months from January-July 2026.

PART 1: Rezoning, Infrastructure and Housing Partnership Implementation

The following scope outlines owners representative services to advise on the master plan implementation strategy for surface and underground infrastructure and new vertical construction for housing and commercial spaces. In addition, this scope includes drafting a Planned Development zoning document and assisting the city with evaluating potential buyers and positioning properties to be sold via a land condominium process.

This includes tasks such as:

- Advise as needed during engineering and construction for third party utility installation, underground water and sewer lines, site condo map finalization, green spaces, site circulation and alignment of legal easements.
- Refine development proformas to finalize land sales prices for site condos that will be building pads as infrastructure construction costs become available. Work with city and legal team to devise standard development agreement framework and contract for land sales to be used to start negotiations with buyers.
- Write Planned Development zoning language that will be the basis for rezoning the site. This will enable new uses on the site outside the base zone and ensure a physical urban design that will promote walkability and high quality spaces for people.
- Assist with preparation steps for launching a community development organization to become the future land holder and operator of Woodland Crossing.
- Participating in bi-weekly project management and coordination meetings, approximately 2 hours in duration.

Fee: \$35,000 - 7 Month Scope - \$5000 per month

PART 2: Commercial Repositioning and Asset Management

The following scope outlines owners representative services to supervise leasing, property management and asset management for city owned properties in Woodland Crossing and to

interface with projects in the adjacent mall surrounding. This advisory role will provide advice and strategic direction for the lease up and build out of existing and renovated commercial buildings of approximately 95,000 SF.

- Assist leasing agent in devising strategies behind repositioning small scale vacant spaces (for suites already existing), including tenant improvement financing and construction management oversight to fill and occupy such suites. Work towards achieving 2026 leasing targets as outlined in leasing 3 year projection.
- Review on at least a quarterly basis budgets and tasks for O&M, capital maintenance plan costs as they pertain to other capital improvements being made to the property.
- Participating in bi-weekly meeting for leasing, property management, construction oversight and asset management.

Fee: \$24,500 - 7 Month Scope - \$3500 per month

Total Fee: \$59,500

Fees billed monthly in lump sum format.

Additional scope

- Additional biweekly meetings related to both Tasks 1 and 2, August-December (5 months at \$2000 per month) - not to exceed \$10,000
- On call consulting hours - \$250 per hour or \$2000 per month - total not to exceed \$10,000

Total additional scope - not to exceed \$20,000.

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

Insurance

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

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

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

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

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

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

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

EXECUTED on the ____ day of _____, 20____.

Printed: Jim Kumon, Vice President

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

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

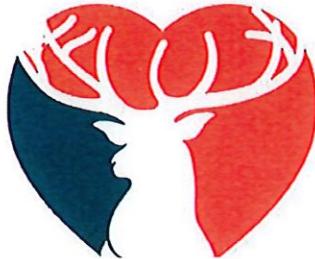
I, Jim Kumon, certify to the following:

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

EXECUTED this _____ day of _____, 2024.

Jim Kumon, Vice President
Neighborhood Evolution

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



City of Elkhart, Indiana

the city with a heart

Title VI Notice

Title VI Policy

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

The Title VI Coordinator is: _____

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

Voice: (574) 294-5471
Fax: (574) 293-7658
TDD: (574) 389-0198
Email: titlevi coordinator@coei.org

Acceptance by Consultant

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

Signed

Jim Kumon, Vice President
Neighborhood Evolution

Dated

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

<https://elkhartindiana.org/government/human-resources/#tab-b900fcfd1bdffd36578>

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CHANGE ORDERS FOR ANCON CONSTRUCTION CONTRACT FOR PHASE 1 RENOVATION DESIGN-BUILD SERVICES AT WOODLAND CROSSING SHOPPING CENTER

Whereas the Commission owns the real estate at 138-11 and 138-1 West Hively Avenue in the City of Elkhart and has a contract with Ancon Construction for renovation of those spaces for a barber college, child day care center, temporary city offices and several white box tenant spaces; and

Whereas, the Commission has received and reviewed Change Orders 1 and 2 attached hereto (the "Change Orders") which reduce the size of the space being renovated and the cost thereof, and add services to upgrade the electrical equipment required for the space, which result in a net increase of \$58,594.80 in the contract price; and

Whereas the Commission believes it is in the best interest of the City and its inhabitants that the change orders be approved and the Ancon contract be amended to increase the total contract price by an additional \$58,594.80 and the funds appropriated to pay the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Change Orders and the increase of the Ancon Contract Price to \$3,401,347.80.
2. The Commission appropriates the sum of \$58,594.80 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the additional cost of the Services. All unused funds to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to execute and deliver the Change Orders and do all other acts as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF DECEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Members

From: Jacob Wolgamood

Date: 12/8/25

Re: Woodland Crossing, Change Order #1

Ancon Construction has provided a change order for the Woodland Crossing Project. This change order reflects a reduction in the amount of space being built-out for the project due to the anticipated day care facility suspending their interest in the space. The deductive change order amount is \$234,531.40.

We are requesting the Redevelopment Commission approve the Ancon Construction change order for the amount of \$234,531.40.



2121 W. Wilden Ave., Goshen, IN 46528
Ph (574) 533.9561 | Fx (574) 534.5546
BEFORE WE DESIGN, BEFORE WE BUILD... WE LISTEN

PROPOSED CHANGE ORDER #01

Deduction of Daycare Center

265011 - Woodland Crossing

December 08, 2025

INCLUSIONS

Deduction of interior build out of former daycare center including the following:

Casework and countertops

Metal stud framed walls within firewall

Insulation in wall cavities

5/8" Type X drywall on both sides of most walls

Tile backer board in areas of tiled walls

Hollow metal door frames, door slabs, and hardware

(1) Aluminum storefront door (former door 143) and 4'-0" x 4'-0" storefront window

Flooring

Acoustical ceiling grid and tile

Finish and paint drywall

Mechanical ductwork and plumbing with fixtures

Electrical panels and branch circuitry

EXCLUSIONS

Fire protection--per code, this must remain within the space.

PRICE

The changes described above will result in a contract pricing

DEDUCT of **\$234,531.40**

SCHEDULE

The changes described above will result in a project schedule

EXTENSION of **0** working days

If you wish to proceed with the changes outlined in this Proposed Change Order, please notify the project manager promptly of your acceptance. A Contract Change Order incorporating these changes will be emailed to you via DocuSign for signature.

Memo

To: Redevelopment Commission Members

From: Jacob Wolgamood

Date: 12/8/25

Re: Woodland Crossing, Change Order #2

Ancon Construction has provided a change order for the Woodland Crossing Project. This change order reflects additional costs due to a change in site conditions. The additive change order amount is \$293,126.20.

Ancon Construction, along with their subcontractor Final Phase Electric, discovered noncompliant electrical equipment such as meters, cabinets, and panels, which will be required to be updated in order to serve the multi-tenant build-out project. Conversations were also had with a representative from American Electric Power who indicated the necessary update in order to connect to the transformer supplying power to this section of Woodland Crossing.

We are requesting the Redevelopment Commission approve the Ancon Construction change order for the amount of \$293,126.20.



2121 W. Wilden Ave., Goshen, IN 46528
Ph (574) 533.9561 | Fx (574) 534.5546
BEFORE WE DESIGN, BEFORE WE BUILD... WE LISTEN

PROPOSED CHANGE ORDER #02

Electrical Metering Upgrades

265011 - Woodland Crossing

December 08, 2025

INCLUSIONS

Furnish and install (1) multi-gang 1200A meter main with sub feed breakers to replace existing to conform with NEC and AEP standards.

Furnish and install (1) custom NEMA 3R wireway.

Furnish and install connections to existing feeders to tenants.

Demolish and dispose of existing meter main equipment as identified during exterior inspection with AEP.

Furnish and install connection to new AEP transformer from new meter main breaker.

Furnish private locates of the propose dig site.

Vacuum excavate proposed dig area.

Place flowable fill back in trench.

Replace removed asphalt.

Furnish and install temporary fencing around exposed trench sections (Note: trenches to remain open during construction for installation of new feeders and coordination of utility conduits).

Existing tenants serviced by existing meter bank will experience a power outage lasting 5-7 days. This proposal includes temporary generators for power for up to 7 days, 24 hours per day, 3.5 gallons of diesel fuel per hour at \$4/gallon plus fuel truck surcharges. While not anticipated, any additional fuel expenditure and days needed to rent generators could result in additional costs not covered under this proposal.

Note: Given long lead times and market volatility, the scope of work described herein may not be complete by the barber college substantial completion date of April 30, 2026. Should this be the case due to factors outside of the control of GC and subcontractor, existing equipment may be used to temporarily distribute power to the barber college until such completion of work is possible. GC will not incur any financial penalty as long as a temporary solution is completed in good faith to gain a certificate of occupancy.

EXCLUSIONS

Any utility charges from AEP as resulting from replacement of new transformer.

Additional generator costs beyond 7 days or 1300 gallons of fuel at \$3.69/gallon.

Environmental remediation and concrete encasement of conduit or conductors.

Electrical work in tenant spaces not specifically identified in this scope of work.

PRICE

The changes described above will result in a contract pricing

ADD

of

\$293,126.20

SCHEDULE

The changes described above will result in a project schedule

EXTENSION

of

If you wish to proceed with the changes outlined in this Proposed Change Order, please notify the project manager promptly of your acceptance. A Contract Change Order incorporating these changes will be emailed to you via DocuSign for signature.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING CONTRACT FOR DESIGN SERVICES FOR PORTIONS OF THE
WOODLAND CROSSING SHOPPING CENTER

Whereas, the Commission owns Lots 1, 3, 5 and 7 in the Woodland Crossing Shopping Center (the "Property") and desires to employ Bodwe-WBK Engineering, LLC ("Bodwe") to perform site design and engineering services on portions of the site to create a mixed-use neighborhood hub (the "Design Services") all as more fully described in the attached proposal (the "Engagement Letter"); and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve the employment of Bodwe to perform the Design Services and appropriate the necessary funds.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Bodwe to provide Design Services for the Property at a projected cost of \$321,450.00.
2. The Commission approves the form of Engagement Letter.
3. The Commission appropriates the sum of \$385,800.00, which includes additional funds to cover any contingencies that may arise, from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund, with any excess remaining upon completion of the Design Services to be returned to the appropriate account.
4. The Officers of the Commission are authorized and directed to perform all acts and enter into the attached Engagement Letters and any other Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF DECEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Members

From: Jacob Wolgamood

Date: 12/2/2025

Re: Woodland Crossing, Preliminary and Final Design and Engineering Services

Bodwé-WBK Engineering has provided the Department of Redevelopment with a scope of design and engineering services proposal for the Woodland Crossing redevelopment area. Their proposal aligns with the city's master plan and includes a mix of housing types, walkable streetscapes, and improved public spaces in proximity to a reactivated commercial center. Bodwé-WBK's services will take a practical approach to refining cross sections and alignments, developing planned utility improvements, evaluating grading strategies, and designing drainage improvements to support both immediate needs and long-term flexibility.

Estimated costs for services are as follows and will be funded by the Consolidated TIF District.

Task #	Task Name	Fee
Task One	Preliminary Design	\$124,500
Task Two	Final Design	\$196,200
Reimbursable Expenses (estimated budget)		\$750
Total		\$321,450

We are requesting the Redevelopment Commission approve the Bodwé-WBK Engineering proposal for Preliminary and Final Design and Engineering Services, and appropriate \$385,800 from the Consolidated TIF District to cover the costs.

October 17, 2025

City of Elkhart
c/o Michael Huber
229 S 2nd Street
Elkhart, IN 46516

Bodwé-WBK Engineering is pleased to provide this proposal to the City of Elkhart, (known hereafter as "the City") for preliminary and final design and engineering services for the redevelopment of Woodland Crossing in Elkhart, IN. Included below is our project understanding, scope of services, assumptions/exclusions, and estimate of fees.

PROJECT UNDERSTANDING

The Woodland Crossing redevelopment represents a significant opportunity for the City of Elkhart to transform an underutilized retail center into a mixed-use neighborhood hub that strengthens connectivity, enhances livability, and supports economic sustainability for the established Benham Neighborhood. Situated on approximately 17 acres within the former Pierre Moran Mall, the plan envisions a vibrant community anchored by a mix of residential, commercial, and civic uses. The master plan emphasizes incremental redevelopment, introducing a variety of housing types, walkable streetscapes, and improved public spaces while retaining and reactivating existing retail buildings. A phased implementation strategy will guide the transition from current conditions toward a more integrated and sustainable urban neighborhood that aligns with the City's broader vision for inclusivity, connectivity, and long-term growth.

In support of this vision, preliminary and final design will focus on preparing detailed engineering plans that translate the master plan into permitting and construction ready documents. During the design process Bodwé will bring forward a practical approach that emphasizes constructability, coordination, and compliance with local requirements. Our team will build upon the framework established by the master plan by refining cross sections and alignments, developing planned utility improvements, evaluating grading strategies, and designing drainage improvements to support both immediate needs and long-term flexibility. Bodwé will apply its experience with similar redevelopment efforts to anticipate challenges such as phased construction, integration with existing infrastructure, and maintaining site access during improvements. Our process will prioritize a clearly articulated design, a collaborative spirit and responsiveness to City of Elkhart review, and efficient delivery of design plans and documents that smoothly transition from project permitting to construction.

By aligning the civil engineering effort with the adopted master plan, Bodwé-WBK will deliver the City's vision of Woodland Crossing as a connected neighborhood that contributes to the long-term vitality of the City of Elkhart.

A Scope of Services with anticipated deliverables and our fee breakdown is shared below.



SCOPE OF SERVICES

Task One – Preliminary Design

Task 1.01 – Site Plan Design Development

Based on comments and feedback from the City, Bodwé will coordinate and finalize the site plan for the proposed redevelopment. This includes updates of the overall geometry to align with the updated topographic survey (provided by others) and coordination with future proposed lot lines. Bodwé will further develop the design of proposed cross sections updating streetscapes and frontages for improvements within the public right-of-way. The finalized site geometric plan will be used to complete the design development of preliminary engineering plans.

Deliverable

1. One (1), preferred Geometric Site Plan Exhibit.
2. One (1), updated Typical Street Cross Sections exhibit.

Task 1.02 – Preliminary Engineering

Bodwé will continue design development for the preferred geometric site plan and prepare preliminary engineering drawings.

It is anticipated that Preliminary Engineering Plans will include the following sheets:

- Cover Sheet
- Existing Conditions
- Geometric Plan
- Grading Plan
- Utility Plan
- Preliminary Project Phasing Plan

Preliminary Drainage Plan

This project drains to an existing stormwater impoundment that provides stormwater detention and water quality benefits to the watershed. It is our understanding that, because the development will reduce the amount impervious surface on the overall site, and the existing stormwater impoundment is providing adequate runoff attenuation currently, the City will not require any new stormwater storage or water quality improvements for this project. Bodwé will prepare preliminary storm sewer sizing calculations and coordinate with the City to assess the condition of the existing outfall structure to determine if any improvements are needed.

Geotechnical Investigation Review

It is recommended that a geotechnical investigation be obtained, including pavement cores, borings and recommendations for building foundation design, pavement design, retaining wall design, utilities, general earthwork, BMP infiltration and construction feasibility. The cost to complete a geotechnical investigation is not included in our scope and fee, but we will assist the City in obtaining proposals, if requested, and review them with you. The contractual obligations for any geotechnical investigation will be directly between the City and the Geotechnical Consultant. If provided, Bodwé will review a geotechnical investigation and will discuss inconsistencies or challenges presented by the existing pavement and soil conditions with you.

Preliminary Landscape Design

We have excluded landscape design from our scope of work. Green spaces will be designed with turf grass only and hardscape plaza areas will be designed with typical concrete surfaces allowing for positive drainage with aesthetic improvements (i.e. decorative pavers, landscaping, street furniture) reserved for future design development by others. We will coordinate with a landscape architect if one is



hired by the City. Should the City desire us to provide these services as part of our scope, we can amend this agreement or provide a separate proposal as needed.

Preliminary Lighting Design

We have excluded lighting design from our scope of work. We will coordinate with a lighting designer if one is hired by the City, or we will incorporate City of Elkhart standard streetlight fixture locations if provided. Electrical engineering design is not included in our scope and is assumed to be performed by others. Should the City desire us to provide these services as part of our scope, we can amend this agreement or provide a separate proposal as needed.

Preliminary Engineer's Opinion of Probable Construction Cost

Based upon the information contained in the Preliminary Engineering plans, Bodwé will prepare a Preliminary Opinion of Probable Construction Cost for the site/civil improvements. This cost analysis will also consider and reflect assumed project phasing. The cost opinion WILL NOT include an estimate for improvements to existing or proposed buildings.

Task Two – Final Design

Construction Documents

Based on the preliminary engineering plans developed in Task One above, and approved by the City, Bodwé will prepare the final construction documents for the site infrastructure, such as pavement, utilities, drainage systems, and walks. The documents will be divided into a maximum of four construction phases based on the phasing plans developed in Task One, and are assumed to substantially conform to the current plan for the following phases:

- Base Plan
- Benham Avenue
- Hively Avenue (West)
- Hively Avenue (East)

Following the City's review and approval of the preliminary plans, Bodwé-WBK will add additional detail to bring plans to a level suitable for review and issuance of site construction permits. The site grading will be finalized and a SWPPP and soil erosion and sedimentation (SESC) plan will be developed sufficient for future contractor(s) to obtain a permit and submit an NOI to the Indiana Department of Environmental Management (IDEM). We anticipate that the final plan set will include the following:

- General Notes and Specifications
- Existing Conditions and Removals Plan
- Construction Staging/Phasing Plan
- SWPPP/SESC Plans
- Geometric Plans
- Grading Plans
- Utility Plans
- Utility Plan & Profile Drawings (if required)
- Roadway Typical Cross Sections
- Construction Details

We assume that FINAL architectural building footprints and layouts will be provided to us in AutoCAD format prior to the start of final engineering design for each redevelopment site. If final building footprints are unavailable, generic building footprints will be used. Future engineering revisions required based on actual building footprints, once available, are not included in our scope and would be handled as an additional service.



Bodwé-WBK assumes that specifications will be listed within the engineering plans, and that separate CSI specifications will not be required for inclusion in a project manual. It is also our assumption that boilerplate bidding and contract documents will be provided to us, and that the development of new documents will not be required. If CSI format specifications are required, or boilerplate bidding/contract documents are not available, Bodwé-WBK will provide a supplemental proposal for this work.

Final Landscape Design

As noted above, we have excluded landscape design from our scope of work. We will coordinate with a landscape architect if one is hired by the City. Should the City desire us to provide these services as part of our scope, we can amend this agreement or provide a separate proposal as needed.

Final Lighting Design

As noted above, we have excluded lighting design from our scope of work. We will coordinate with a lighting designer if one is hired by the City, or we will show locations for City of Elkhart standard streetlight fixtures if provided. We assume that electrical engineering design will be performed by others. Should the City desire us to provide these services as part of our scope, we can amend this agreement or provide a separate proposal as needed.

Final Engineer's Opinion of Probable Construction Cost

Based upon the information contained in the Construction Documents, Bodwé will prepare a final opinion of probable construction cost for the site improvements in each phase. The cost opinion WILL NOT include an estimate for improvements to existing or proposed buildings.

Final Coordination & Permitting

Bodwé will revise the final engineering plans based on feedback provided during the City of Elkhart review process. In addition, Bodwé will assist with obtaining construction permits (only providing necessary site-related design information to support the permitting process) for proposed site development improvements. We anticipate that the following permits will be required:

- Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for Stormwater
- Indiana Department of Environmental Management (IDEM) for Water Main Construction
- Indiana Department of Environmental Management (IDEM) for Sanitary Construction
- City of Elkhart Construction Permits (Site Only)



PROJECT ASSUMPTIONS AND EXCLUSIONS

Project Assumptions

In preparing this proposal, Bodwé has made assumptions which may require further verification during the design process. Any deviations from our assumptions that may increase professional service costs will be reviewed and discussed with the City prior to proceeding. Our assumptions are as follows.

- All public utilities proposed to be used are of adequate capacity and depth and no offsite utility/drainage improvements or analysis will be required.
- No new stormwater management (detention or water quality BMPs) will be required.
- Specifications for street furniture and pedestrian amenities (lighting fixtures, waste receptacles, benches, tree wells, et.al.) will be selected by others and provided to the Bodwé team.
- All meetings will be held virtually, unless specified otherwise above.
- All environmental assessment, permitting and mitigation will be performed by others.

Project Exclusions

Bodwé's Scope & Fees do not include the following services:

- Electrical/lighting design.
- Landscape and irrigation design.
- Signage design including but not limited to design of monument signs and overall wayfinding signage.
- Surveying and construction staking.
- Any survey plats, easements, final plats of subdivision, etc.
- Traffic/parking studies.
- Assistance during the bidding process (except for answering questions related to our design documents).
- Construction administration or inspection services.
- Offsite roadway improvements.
- Wetland delineation and permitting.
- Flood studies and permitting.
- Stormwater modeling for detention/retention storage or stormwater BMPs.
- Tree survey and landscape management plan.
- Offsite utility design.
- Modeling or analysis of existing utility/drainage systems.
- Mechanical or structural design.
- Fire Protection Engineering.
- Geotechnical investigation.
- Environmental assessment, remediation recommendations and permitting.
- Permit and application fees.
- Printing and delivery costs for submittals.
- Other services unless explicitly as part of the scope of services listed above.



ESTIMATE OF FEES

This proposal is presented as a lump sum for completion of the design & engineering services as outlined above, encompassing all identified tasks. The fee is based on the current understanding of the project scope, schedule, and assumptions provided at the time of this proposal. Reimbursable expenses will be invoiced on a time and materials basis and are not included in the lump sum fees for each task. We reserve the right to increase any remaining fee by 5% after December 31, 2026. Should there be a substantial change to the scope of services, project requirements, regulatory standards, site conditions, or schedule, or if additional services are reasonably determined to be necessary in the professional judgment of the Engineer, Bodwé-WBK will submit a supplemental proposal for the additional services. No additional services beyond the scope of this proposal will be undertaken without prior written authorization from the Client.

Task #	Task Name	Fee
Task One	Preliminary Design	\$124,500
Task Two	Final Design	\$196,200
Reimbursable Expenses (estimated budget)		\$750
	Total	\$ 321,450

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of Bodwé - WBK Engineering. No portion of this proposal may be shared with another firm providing similar services without our permission.

We propose to invoice monthly based on percentage of task(s) completed. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the City of Elkhart. If you have any questions, please do not hesitate to call.

Sincerely,

Bodwé - WBK Engineering, LLC

Joanne Zuo

Joanne Zuo, PE, SE
Board Member

Andy Sikich, PE, CFM
Vice President – Civil Engineering

Encl: 2025 Standard Hourly Rates
General Terms & Conditions



THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR CITY OF ELKHART.

Signature:

Authorized By (Name):

Position:

Date:

AUTHORIZATION FOR FINAL DESIGN & ENGINEERING FOR WOODLAND CROSSING REDEVELOPMENT IN ELKHART, IN.

WBK ENGINEERING, LLC
2025 Standard Charges for Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 254
Engineer VI	\$ 215
Engineer V	\$ 196
Engineer IV	\$ 170
Engineer III	\$ 152
Engineer II	\$ 135
Engineer I	\$ 120
Urban Planner VI	\$ 242
Urban Planner V	\$ 182
Urban Planner IV	\$ 172
Urban Planner III	\$ 149
Urban Planner II	\$ 125
Environmental Resource Specialist V	\$ 158
Environmental Resource Specialist IV	\$ 142
Environmental Resource Specialist III	\$ 125
Environmental Resource Specialist II	\$ 110
Environmental Resource Specialist I	\$ 99
Technician V	\$ 182
Technician IV	\$ 160
Technician III	\$ 145
Technician II	\$ 110
Technician I	\$ 98
Intern	\$ 75
Administrative	\$ 85
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

Charges include overhead and profit.

WBK Engineering, LLC reserves the right to increase these rates by 5% annually.

**WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Client:** WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.
2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and 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, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period
5. **Termination:** This Agreement may be terminated by either party upon thirty (30) 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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.
Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement 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 as of the date of this Agreement.

9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

12. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

13. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

16. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

17. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

18. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

19. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

21. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

22. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

23. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

24. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

25. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

27. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING CONTRACT FOR SURVEY SERVICES FOR PORTIONS OF THE
WOODLAND CROSSING SHOPPING CENTER

Whereas, the Commission owns Lots 1, 3, 5 and 7 in the Woodland Crossing Shopping Center (the "Property") and desires to employ Jones Petrie Rafinski ("JPR") to perform topographic survey services on portions of the site (the "Survey Services") all as more fully described in the attached proposal (the "Engagement Letter"); and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve the employment of JPR to perform the Survey Services and appropriate the necessary funds.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of JPR to provide the Survey Services for the Property at a not-to-exceed cost of \$20,500.00.
2. The Commission approves the form of Engagement Letter attached hereto.
3. The Officers of the Commission are authorized and directed to perform all acts and enter into the attached Engagement Letters and any other Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF DECEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/1/25
Re: JPR Topographic Survey

As part of the Woodland Crossing redevelopment a topographic survey is needed in order to design the new roadways and drainage for the site. The attached proposal from JPR includes these services, staff requests the Commission appropriated \$20,500 from the Consolidated TIF to cover these costs.



Land Surveying • Civil Engineering • Planning • Architecture • Project Funding • GIS • Environmental • Renewable Energy • Landscape Architecture

October 24, 2025

City of Elkhart
229 South Second Street
Elkhart, IN 46516

Attention: Mr. Adam Fann
Assistant Director of Redevelopment

RE: SURVEYING SERVICES FOR PORTIONS OF WOODLAND CROSSING SUBDIVISION, HIVELY AVENUE AND BENHAM AVENUE, ELKHART, INDIANA

Dear Mr. Fann

Thank you for contacting JPR regarding this project. Per our various phone and email correspondence you are requesting JPR provide our topographic surveying services for a portion of the Woodland Crossing Subdivision, located on Hively Avenue and Benham Avenue in Elkhart, Indiana. JPR has previously provided our surveying services for this site and look forward to continuing our relationship with you as this site develops. Refer to the attached sketch that shows the limits of the topographic survey.

The topographic survey for this project will consist of the following:

- Establish horizontal and vertical control for each site
- Request utility locates for each site utilizing the "Call Before You Dig" (811) utility locating service. Please note that this service only locates those utilities that are members of this service. Any nonmembers or private utilities located within the project limits will not be marked by the 811 service. A private utility locating firm would need to be contacted to locate any private utilities. This proposal does not include any costs associated with private utility locates.
- Please note that this proposal is for preparing a topographic survey only and that the location of any boundary lines (side lines) shown will be based upon the boundary lines and lot lines of the Woodland Crossing subdivision plat.
- Collect topographic information such as, but not limited to, edges of pavement or concrete surfaces, natural ground elevations, trees, or groups of trees, such as a wood line or tree row, observed utilities such as power poles, telephone pedestals and utility lines marked per the utility locate request. JPR will use our survey grade GPS units and conventional survey equipment to collect the topographic data. Our drone equipment will not be utilized for this project.
- Prepare a topographic survey drawing of the data collected at a scale specified by the client. A surface model will be created to generate the existing contours. Upon completion an Autocad file for each project site can be provided.

JPR can provide this survey for a lump sum fee of **\$20,500.00**.

Work can begin upon receiving a signed copy of this proposal. Should the fieldwork be delayed due to unforeseen delays, such as adverse weather conditions, you would be notified. This proposal is valid for 60 days.

Our services will be billed monthly unless the amounts in any month are not significant. Our monthly statements may include charges for some expenses that we incur on your behalf. Payment is due upon receipt of our invoice. A late charge of 1½% will be added to any unpaid balance after 30 days. Work will be suspended on any account which is 30 days past due until the account is paid in full. If you have any

questions or comments concerning our services or charges, please bring them to our attention immediately so that any problem can be resolved quickly.

AUTHORIZATION
SURVEYING SERVICES FOR PORTIONS OF WOODLAND CROSSING SUBDIVISION, HIVELY
AVENUE AND BENHAM AVENUE, ELKHART, INDIANA

Jones Petrie Rafinski appreciates the opportunity to be of service to you on this project and is prepared to commence work immediately upon your acceptance of this Proposal. Should you have any questions or require additional information, please contact me at (574) 232-4388. If acceptable, please execute the Proposal by signature, where indicated and return a copy to my attention by email at jbarnes@jpr1source.com.

Sincerely,



Jeffrey S. Barnes
Professional Land Surveyor

PROPOSAL ACCEPTANCE

This proposal is hereby accepted and authorization to proceed hereby granted:

Accepted By: _____ Date: _____

Printed name and title: _____

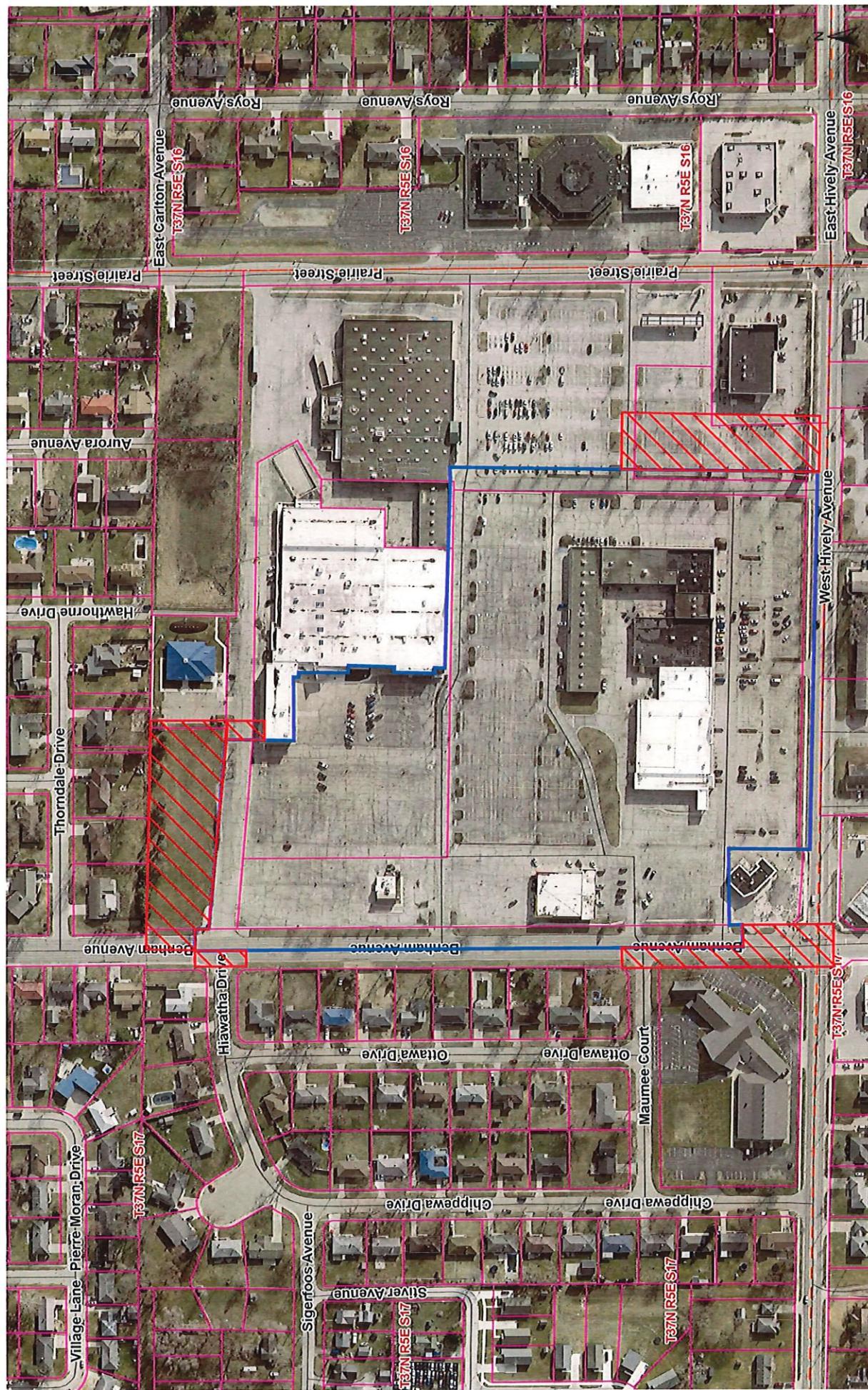
Business name: _____

Billing address: _____

Billing/account manager: _____

Phone No.: _____ Fax No.: _____ E-mail: _____

The party that signs this proposal is directly responsible for all charges incurred during the course of our work.



RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING AMENDMENT TO WOODLAND
CROSSING OPERATIONS BUDGET FOR CALENDAR YEAR 2025

Whereas, the Woodland Crossing Operations Budget for calendar year 2025 needs amended to increase the professional services line by \$22,000 to cover lease commissions due on renewed leases and the December property management fee (the "Amendment"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Amendment to the 2025 Operations Budget be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Amendment.
2. The Commission requests the Controller increase the Incode budget for the Woodland Crossing professional services general ledger 2560-5-000-4310400 by \$22,000.00 and the contract services budget general ledger by \$60,216.39.
3. The Officers and staff of the Commission are authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 9TH DAY OF DECEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

December 4,
2025

Memorandum

To:
**Elkhart Redevelopment
Commission**

Elkhart Redevelopment Commission:

From:
**Mary K Kaczka
Assist. Director
Community
Development
x3131**

I am requesting an increase to Woodland Crossing Professional Service general ledger account in the amount of \$22,000.00 to pay for lease commission on renewed leases and December property management fee.

Re:
**Woodland Crossing
2025 Budget Increases**

I am also requesting an increase to Woodland Crossing Contract Services general ledger account in the amount of \$ 60,216.39 to cover a deficit in the Incode budget for this general ledger account.

Mary

City of Elkhart

Tel 574.294.5471 x1062

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org



RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING WOODLAND
CROSSING OPERATIONS BUDGET FOR CALENDAR YEAR 2026

Whereas, the Commission has received and reviewed the proposed Woodland Crossing Operations Budget for calendar year 2026, a copy of which budget is attached hereto (the "2026 Operations Budget"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the 2026 Operations Budget be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the 2026 Operations Budget.
2. The Officers and staff of the Commission are authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 9TH DAY OF DECEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

November 12,
2025

Memorandum

To:
**Elkhart Redevelopment
Commission**

Dear Elkhart Redevelopment Commission Members:

From:
Mary K Kaczka
Assist. Director
Community
Development
x3131

This is a summary of the Woodland Crossing 2026 Budget.

REVENUE

Base rent revenue, \$ 437,019.52 is from all current leases including the projected base rent of the new Big Lots tenant.

CAM revenue, \$475,360.51 is from all current leases, including the projected CAM of the new Big Lots tenant and an admin fee from the CVS real estate agreement.

Total Revenue = \$ 914,080.03

EXPENSES

Operating expenses include all *recoverable* expense of the shopping center, \$ 646,786.11

This is the base amount that is assessed as Common Area Maintenance (CAM) to the leases.

Non recoverable operating expenses are costs of vacant space, \$ 61,000.00.

Total Operating Expense is \$ 707,796.11(recoverable and non-recoverable expense)

NET INCOME

Revenue – Expense = Net Income, \$ 206,293.92

Total Revenue	\$ 914,080.03
Total Operating Expense	-707,786.11
Net Operating Income	=206,293.92
Tenant Improvements	-18,000.00
Cash Flow	=188,293.92

Leakage	
Recoveries – CAM Revenue	\$ 475,360.51
Recoverable Operating Expense	-646,786.11
Leakage	=171,425.60

Leakage is due to expenses of the vacancies that the owner covers. We cover leakage out of the base rent revenue. Currently we have 94,905 s.f of leasable space, of that amount 47,159.12 s.f.(49.69%) is vacant, (includes the current Big Lots vacancy).

City of Elkhart

Tel 574.294.5471 x1062

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Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org



Rod Roberson
Mayor

Michael Huber
Director of Development Services



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

Warrick & Boyn
November 2025

Invoice

**Total Current
Work**

\$12,354.52

Treasurers Report

Summary

Date Range: 01/01/2025 - 10/31/2025

City of Elkhart



City of Elkhart

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	60,166.62	4,671.49	2,092.08	0.00	0.00	62,746.03	62,746.03	0.00
4445 - TIF DOWNTOWN ALLOCATION	6,011,171.42	1,794,157.46	1,978,034.34	0.00	0.00	5,827,294.54	5,827,294.54	0.00
4446 - TIF ALLOCATION PIERRE MOR	0.00	101,060.32	101,060.32	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	0.00	851,778.61	851,778.61	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	2,533,485.49	326,562.30	13,570.37	0.00	0.00	2,846,577.42	2,846,577.42	0.00
4449 - TIF ALLOCATION STERLING E	0.00	239,693.02	239,693.02	0.00	0.00	0.00	0.00	0.00
4450 - TIF ALLOCATION CASS STAR	14,568,408.12	2,433,012.96	3,237,750.96	0.00	0.00	13,763,670.12	13,763,670.12	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,121,149.52	148,009.24	16,961.84	0.00	0.00	1,252,196.92	1,252,196.92	0.00
4452 - TIF ALLOCATION S.MAIN GAT	0.00	144,202.24	144,202.24	0.00	0.00	0.00	0.00	0.00
4453 - TIF CONSOLIDATED SALLOCA	5,115,209.67	1,366,387.64	1,019,819.16	0.00	0.00	5,462,378.15	5,462,378.15	0.00
4692 - TIF DOWNTOWN CAPITAL	68,478.32	0.00	0.00	0.00	0.00	68,478.32	68,478.32	0.00
Report Total:	29,478,069.16	7,410,235.28	7,604,962.94	0.00	0.00	29,283,341.50	29,283,341.50	0.00