



City of Elkhart

Redevelopment Commission

AMENDED

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, DECEMBER 12, 2023 at 4:00 P.M.

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

To join, go

<https://coei.webex.com/coei/j.php?MTID=md9760c14f241920fdda3fc1231456faa>

enter **2307 353 1075** as the event number and **RDC12** as the event password.

To join by phone, call 1-415-655-0001, enter **2307 353 1075##**

*Press *6 to unmute telephone*

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

1. Call to Order
2. Approval of Minutes
 - No minutes to approve
3. New Business
 - a) Open Bids
 - b) Parkway 17 – Holladay Properties
 - Approve Economic Development Agreement with Holladay Properties, LLC and the City of Elkhart.
 - c) Freight Street Offer to Purchase and Phase 1 Environmental Appropriation
 - Authorize an offering to purchase Freight Street lot and negotiation of a purchase agreement and appropriate funds from Downtown Allocation Area No. 1 Special Fund.
 - d) Elkhart County Convention & Visitors Bureau –Gateway Mile
 - Approve the strategy and terms of attached agreement, authorize the expenditure of Allocation Area No. 1 funds for ECCVB Gateway Mile Promotions and appropriate \$60,000 from Allocation Area No. 1 Special Fund for implementation in 2024.

- e) **Elkhart County Convention & Visitors Bureau – Cassopolis Street Corridor**
 - Approve the strategy and terms of attached agreement, authorize the expenditure of Cassopolis Street Corridor Allocation Area funds for ECCVB Cassopolis Street Corridor Premier Exit Study implementation and appropriate \$160,000 from Cassopolis Street Corridor Allocation Area Special Fund for implementation in 2024
- f) **CDBG Technical Assistance Contract – Aaron Sorrell Professional Services**
 - Approve employment of Community Planning Insights for CDBG consulting services, approve attached professional services contract and appropriates \$25,000 from the Community Development Block Grant Program Special Fund.
- g) **LaCasa Inc. Housing Rehabilitation Inspection Services**
 - Approve LaCasa Contract for Owner Occupied Home Inspection Services and appropriate \$20,000 from Community Development Block Grant Program Funds.
- h) **Update on Downtown After Dark Project**
 - Bil Murray to give update on lights
- i) **Public Hearing**
 - Public Hearing to approve creation of Downtown Elkhart Allocation Area No. 4, the Downtown Elkhart Area No. 5 and the Downtown Elkhart SF Housing Allocation Area No. 6.

4. Staff Updates

5. Other Business

- a) Warrick and Boyn Invoice
- b) October 2023 TIF Report

9. Public Comment

10. Adjournment

RESOLUTION NO. 092

**A RESOLUTION OF THE CITY OF ELKHART REDEVELOPMENT COMMISSION
APPROVING A FORM OF ECONOMIC DEVELOPMENT AGREEMENT WITH HP
CROSSROADS 41, LLC, AND THE CITY OF ELKHART, INDIANA**

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

WHEREAS, there has been presented to the Commission for its consideration an Economic Development Agreement in the form set forth at Exhibit A attached hereto and incorporated herein (the "Agreement"); and

WHEREAS, HP Crossroads 41, LLC (the "Company") is acquiring certain real estate as more fully described in the Agreement (the "Property") for the purpose of constructing a multi-family apartment complex on the Property as more fully described in the Agreement (the "Project"); and

WHEREAS, the Redevelopment Commission has previously declared and designated the Property as an economic development area and an allocation area for purposes of tax increment finance pursuant to the Act; and

WHEREAS, the Commission has determined that the completion of the Project is in the best interests of the citizens of the City, and, therefore, the Commission desires to take certain steps in order to induce the Company to complete the Project; and

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

SECTION 1. The Redevelopment Commission hereby approves the Agreement substantially in the form attached hereto and authorizes the President of the Commission to execute and attest said Agreement in the form attached hereto, with such changes as the President shall approve, such approval to be evidenced by the execution and attestation thereof.

SECTION 2. The President is hereby authorized and directed to take all such actions and to execute all such instruments, including, without limitation, the Agreement as she same shall deem proper and necessary upon the advice of counsel to carry out the transactions contemplated by this Resolution.

SECTION 3. This Resolution shall take effect, and be in full force and effect, upon passage and approval by the Commission, in conformance with applicable law.

ADOPTED at a meeting of the City of Elkhart Redevelopment Commission held on December 12, 2023.

**CITY OF ELKHART REDEVELOPMENT
COMMISSION**

By: _____
Sandi Schreiber, President

ATTEST:

Alex Holtz, Secretary

Exhibit A

(See attached Form of Economic Development Agreement)

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into as of November ____, 2023, by and among the City of Elkhart Redevelopment Commission (the “**Redevelopment Commission**”), the City of Elkhart, Indiana (the “**City**”), Holladay Properties, LLC, an Indiana limited liability company (the “**Company**”).

WITNESSETH:

WHEREAS, the Company will be the owner of the real estate described on Exhibit A hereto (the “**Project Area**”); and

WHEREAS, the Company has approached the City and the Redevelopment Commission regarding the construction and equipping of a multi-family apartment complex within the Project Area, as more particularly described in Exhibit B attached hereto (the “**Project**”); and

WHEREAS, the Project Area is located within the existing Parkway at 17 Economic Development Area and the existing Parkway at 17 Economic Development Area Allocation Area (the “**Parkway at 17 Area**”); and

WHEREAS, the City and the Redevelopment Commission desire to foster economic development and redevelopment within or serving the Project Area, the Parkway at 17 Economic Development Area and the Parkway at 17 Allocation Area; and

WHEREAS, the Company expects that the total cost of the Project will be in the approximate amount of Forty-Eight Million and 00/100 Dollars (\$48,000,000.00); and

WHEREAS, the Company has requested a certain economic development incentive from the City and the Redevelopment Commission which will consist of the issuance of certain taxable economic development tax increment revenue bonds (the “**Bonds**”) by the City, in an aggregate principal amount not to exceed Six Million Five Hundred Thousand and no/100 Dollars (\$6,500,000.00) which Bonds will be secured by a pledge of Parkway at 17 Allocation Area TIF Revenues (the “**Allocation Area Pledge**”), and which Bonds will be purchased by the Company or an affiliate of the Company, all as more specifically provided below; and

WHEREAS, the Redevelopment Commission has determined that the completion of the Project is in the best interests of the Project Area, the Parkway at 17 Economic Development Area, the Parkway at 17 Allocation Area, the City of Elkhart Redevelopment District and the citizens of the City, and, therefore, the Redevelopment Commission and the City desire to take certain steps in order to induce the Company to develop the Project; and

WHEREAS, to stimulate and induce the development of the Project, subject to further proceedings as required by law (a) the City has agreed to provide an economic development incentive consisting of the issuance of the Bonds and providing the proceeds thereof to the Company, and (b) the Redevelopment Commission has agreed to provide an economic development incentive consisting of the Allocation Area Pledge, all subject to the preconditions

set forth herein; and

WHEREAS, the Company is prepared to develop the Project in reliance upon the representations, warranties, covenants, and agreements of the City and the Redevelopment Commission set forth herein;

Now, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Section 1. RECITALS

Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement.

Section 2. MUTUAL ASSISTANCE

(a) Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including, but not limited to, the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the City and the Redevelopment Commission, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. In addition, the parties to this Agreement agree to use their best efforts to cooperate with each other and act in good faith to effectuate the intent of this Agreement.

(b) Provision of Documents. The City and Redevelopment Commission agree to provide the Company with copies of any ordinances, resolutions, agreements, or other documents that relate to this Agreement.

Section 3. PROJECT DEVELOPMENT

(a) Investment. The Company has acquired or shall acquire the Property prior to or in conjunction with the issuance of the Bonds by the City and expects to invest, by not later than December 31, 2025 (the "**Completion Date**"), not less than Forty-Eight Million and 00/100 Dollars (\$48,000,000.00) in capital expenditures for the Project and complete the Project (it being understood that completion of the Project for this purpose means the completion of all improvements pertaining to the Project as depicted on Exhibit A and Exhibit B hereto), which shall be located within the Project Area. The Company shall apply all of the proceeds of the Bonds toward the costs of the Project and shall finance all remaining costs of the Project from other available funds of the Company. The obligations of the Company to complete the Project by the Completion Date shall be deferred during any period of the existence of any event of Force Majeure, provided that the Company shall notify the City and the Redevelopment Commission within fifteen (15) days of the onset and fifteen (15) days of the end of the event of Force Majeure. For purposes of this Agreement, the term "**Force Majeure**" means the occurrence of fire,

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

(b) Project Description and Development; Job Creation. The Project is described in Exhibit B attached hereto. The Company has agreed to market the Project for lease to individuals and families for residential use with at least thirteen percent (13%) of the total units offered at rates affordable to low and moderate income families whose income is between sixty and eighty percent (60%-80%) of the Area Median Income as defined by the Department of Housing and Urban Development. The Project will create not fewer than three (3) new full-time and part-time jobs in the City, by not later than three (3) years following the date of issuance of the Bonds. Moreover, approximately two hundred twenty (220) temporary construction jobs will be created during the construction of the Project.

Section 4. THE INCENTIVES

(a) The Economic Development Revenue Bonds. (i) Subject to the provisions set forth in this Agreement, the City will issue the Bonds on behalf of the Company, as described herein. The Bonds shall be issued in one (1) or more series in an aggregate principal amount not to exceed Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00), shall have a final maturity date not later than eighteen (18) years from the date of the issuance of the Bonds and shall bear interest at 0.00% per annum. A portion of the proceeds of the Bonds shall be used to pay the costs of issuance thereof at the closing of the Bonds incurred by the City, the Commission and the Company. The balance of the proceeds of the Bonds will be deposited into a construction account established in a trust indenture (the "Trust Indenture") entered into by the City as issuer of the Bonds and a bond trustee to be selected by the City (the "Trustee") and used to pay a portion of the costs of the Project upon the submission of disbursement requests requesting the payment of Project costs to the Trustee from time to time and approved by a designated representative of the City all as set forth in the Trust Indenture. The Bonds will be purchased by the Company or an affiliate thereof, and such purchaser will execute a sophisticated investor letter agreeing among other things to purchase the Bonds for investment purposes only.

(ii) The Redevelopment Commission shall pledge the Parkway at 17 Allocation Area TIF Revenues through the Allocation Area Pledge to pay the principal of the Bonds when due. No other funds of the City or the Redevelopment Commission shall be used or made available for the payment of the Bonds. Failure by the City or the Redevelopment Commission to pay some or all of the principal of the Bonds when due as a result of an insufficient amount of Parkway at 17 Allocation Area TIF Revenues available for such purpose shall not be deemed to be a default under the Bonds and any other document entered into by the City or the Redevelopment Commission in connection with the issuance of the Bonds. In no event shall the City or the Redevelopment Commission be responsible for any payments or amounts due on the Bonds except for the Parkway at 17 Allocation Area TIF Revenues available for such purpose pursuant to the

Allocation Area Pledge. The Bonds may be prepaid at any time without premium or penalty. The Redevelopment Commission shall provide in the Allocation Area Pledge that the Redevelopment Commission shall not pledge the Parkway at 17 Allocation Area TIF Revenues to the payment of any additional bonds or other obligations without the prior written consent of the Company for so long as the Bonds remain outstanding. Based upon the information submitted to the City and the Redevelopment Commission by the Company, it is currently contemplated that the increases in assessed valuation of the real property located in the Parkway at 17 Allocation Area will generate estimated Parkway at 17 TIF Revenues in the amounts set forth at Exhibit C. Such Parkway at 17 TIF Revenues will be applied to annual expenses and the payment of the principal of the Bonds as set forth at Exhibit C.

(b) Tax Abatement. The Company agrees that it will not seek tax abatement with respect to the Project.

Section 5. AUTHORITY

(a) Actions. The City and the Redevelopment Commission represent and warrant that each has taken or will take (subject to further proceedings required by law and the Company's performance of its agreements and obligations hereunder) such actions as may be required and necessary to enable them to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on their part to be kept and performed as provided by the terms and provisions hereof.

(b) Powers. The City and the Redevelopment Commission represent and warrant that each has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform their obligations under this Agreement.

Section 6. COMPANY AGREEMENTS AND REPRESENTATIONS

(a) The Company (a) shall invest not less than Forty Million and 00/100 Dollars (\$40,000,000.00) of its own and borrowed funds into the Project (in addition to the \$6,500,000 in proceeds from the Bonds); and (b) shall proceed with due diligence to complete development of the Project.

(b) The Company represents that its execution of this Agreement has been duly authorized by valid corporate action of the Company's governing body.

(c) Prior to the issuance of the Bonds, the Company will have sufficient assets or will have otherwise secured all financing necessary to carry out and complete the Project as described herein and shall provide the City and the Redevelopment Commission written proof of such financial capacity to complete the Project.

Section 7. GENERAL PROVISIONS

(a) No Joint Venture or Partnership; Indemnity. Nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship among the City, the

Redevelopment Commission and the Company or any affiliate thereof. The Company covenants and agrees at its expense to pay and to indemnify and save the City and the Redevelopment Commission, their officers, agents and employees (the "Indemnities") harmless of, from, and against any and all claims, damages, demands, expenses, and liabilities relating to bodily injury or property damage resulting from directly or indirectly from the Company's (and/or affiliates thereof) development activities with respect to the Project unless such claims, damages, expenses, or liabilities arise by reason negligent act or omission of the City or the Redevelopment Commission or other Indemnitees.

(b) Time of Essence and Reviews and Approvals. Time is of the essence with respect to performance under this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation. The City and the Redevelopment Commission agree that they will, in good faith, expedite the review and approval of matters relating to this Agreement that are under their respective jurisdiction. The Company agrees that whenever any provision of this Agreement provides for its review and/or approval, it will make a good faith effort to take such action as expeditiously as possible.

(c) Breach. Before any failure of either party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

(d) Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties as evidenced by the execution of said amendment by the parties or their successors in interest.

(e) No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

(f) Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity, or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable. Notwithstanding the foregoing, in the event any provision of this Agreement is determined to be invalid under any applicable law and therefore deemed void hereunder (which voided provision prevents the City, the Redevelopment Commission or the Company from realizing the intended benefits of this Agreement, including, without limitation, any provision with regard to the construction of the Project), then the City, the Redevelopment Commission and the Company agree to modify this Agreement in a manner that allows the City, the Redevelopment Commission and the Company to realize the originally intended benefits of this Agreement to the greatest extent possible. If the Agreement cannot be so modified or amended

to allow the parties to realize the originally intended benefits of this Agreement, then the party which has been prevented from realizing the intended benefits of this Agreement shall have the right to terminate this Agreement, and upon such termination, all rights and obligations under this Agreement shall be extinguished, and the parties agree to execute such releases or other evidence of the extinguishment of such obligations as may be necessary.

(g) Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

(h) Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Company: Holladay Properties, LLC
Attn: Peter Gillin
3454 Douglas Rd., Ste. 250
South Bend, IN 46635

To the City: City of Elkhart, Indiana
Attn: Mayor
229 South Second Street
Elkhart, IN 46516

With a copy to: Barnes & Thornburg, LLP
Attn: Randy Rompola
100 North Michigan Street, Suite 600
South Bend, IN 46601

To the Redevelopment Commission: City of Elkhart Redevelopment Commission
Attn: President and Michael Huber (or his
successor)
229 South Second Street
Elkhart, IN 46516

With a copy to: Warrick & Boyn, LLP
Attn: Gary D. Boyn and Christopher T. Pottratz
861 Parkway Avenue
Elkhart, IN 46516

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

(i) Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

(j) Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company or any affiliate thereof, except to an affiliated entity, without the express prior written consent of the Redevelopment Commission which consent shall not be unreasonably withheld or delayed.

(k) No Third-Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

(l) Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

(m) Incorporation of Exhibits. All Exhibits attached hereto are incorporated herein by reference.

(n) Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and the Redevelopment Commission has approved or ratified this Agreement at a public meeting.

(o) Costs of Issuance. The parties hereto agree that costs or expenses incurred by any party in connection with the negotiation of this Agreement or the issuance of the will be paid from the proceeds of the Bonds.

[Signatures Follow on the Next Page]

SIGNATURE PAGE OF ECONOMIC DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Economic Development Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF ELKHART, INDIANA

By: _____
Rod Roberson, Mayor

**CITY OF ELKHART REDEVELOPMENT
COMMISSION**

By: _____
Sandra Schreiber, President

HOLLADAY PROPERTIES, LLC

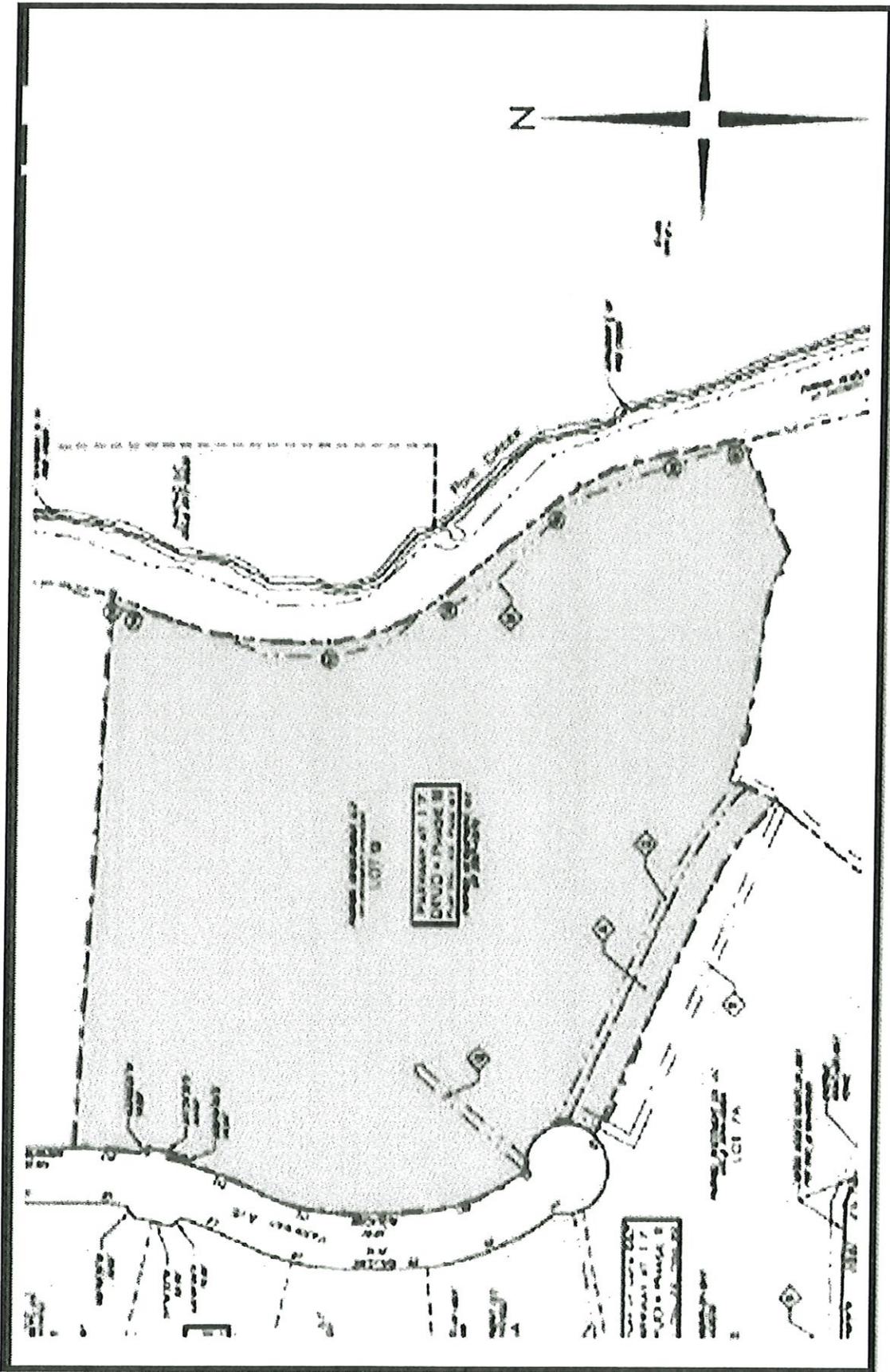
By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description

Real Estate in Elkhart County, State of Indiana, to wit:

Lot Numbered 9 as the said Lot is known and designated on the recorded plat of "Parkwell at 17 DPUD – Phase III," said plat being recorded in Plat Book 33, Page 47 as instrument No. 2010-14388 in the Recorder's Office of Elkhart County, Indiana.



Site Plan

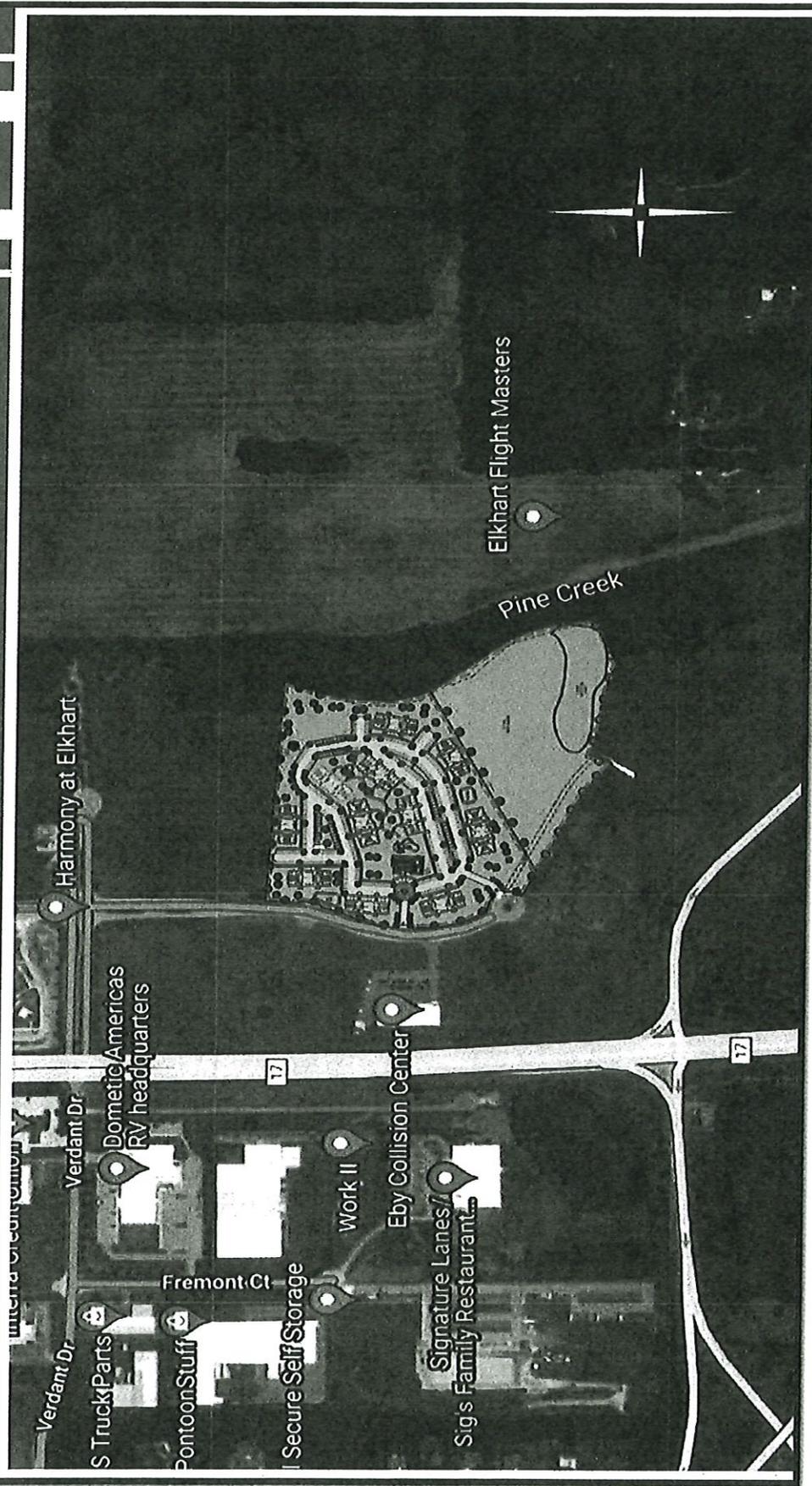
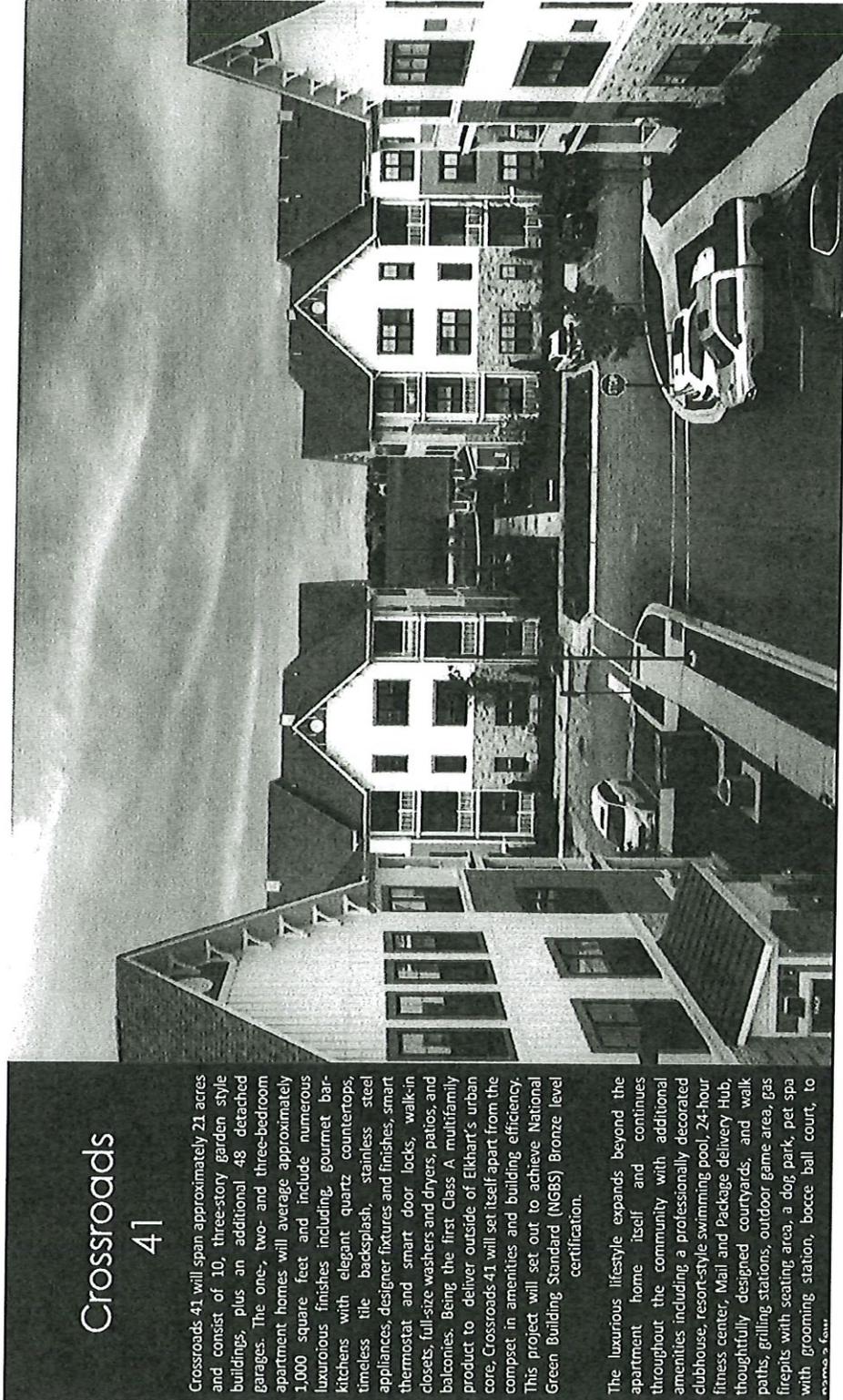


EXHIBIT B

Project Description



Crossroads 41

Crossroads 41 will span approximately 21 acres and consist of 10, three-story garden style buildings, plus an additional 48 detached apartment homes will average approximately 1,000 square feet and include numerous luxurious finishes including, gourmet bar-kitchens with elegant quartz countertops, timeless tile backsplash, stainless steel appliances, designer fixtures and finishes, smart thermostat and smart door locks, walk-in closets, full-size washers and dryers, patios, and balconies. Being the first Class A multifamily product to deliver outside of Elkhart's urban core, Crossroads 41 will set itself apart from the competition in amenities and building efficiency. This project will set out to achieve National Green Building Standard (NGBS) Bronze level certification.

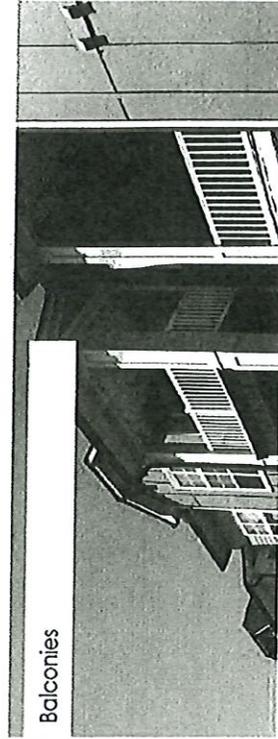
The luxurious lifestyle expands beyond the apartment home itself and continues throughout the community with additional amenities including a professionally decorated clubhouse, resort-style swimming pool, 24-hour fitness center, Mail and Package delivery Hub, thoughtfully designed courtyards, and walk paths, grilling stations, outdoor game area, gas firepits with seating area, a dog park, pet spa with grooming station, bocce ball court, to

03/2023 3 6011

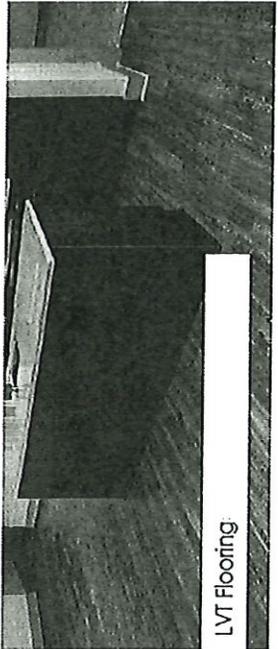
Unit Mix

	Units *Modify Unit Count on Unit Mix Sensitivity tab	% Dist	Type	Unit Desc.	Square Feet	Market Rent	Market Rent/ PSF* / mo
46.4%	30	11.9%	A2 1 BEDROOM	Entry Lvl 1	625	\$975	\$1.56
	30	11.9%	A2 1 BEDROOM	Entry Lvl 1	710	\$1,025	\$1.44
	18	7.1%	A3 1 BEDROOM	Mid Lvl 1	745	\$1,075	\$1.44
	23	9.1%	A2b 1 BEDROOM	Spacious 1	755	\$1,125	\$1.49
	16	6.3%	A3 1 BEDROOM	Spacious 1 Bd+Den	815	\$1,175	\$1.44
	30	11.9%	B1 2 BEDROOM	Entry Lvl 2	850	\$1,250	\$1.47
	10	4.0%	B1a 2 BEDROOM	Entry Lvl 2	900	\$1,325	\$1.47
46.4%	25	9.9%	B2 2 BEDROOM	Spacious 2	950	\$1,400	\$1.47
	27	10.7%	B3 2 BEDROOM	Spacious 2	1,050	\$1,475	\$1.40
	20	7.9%	B3a 2 BEDROOM	Spacious 2 Bd+Den	1,160	\$1,550	\$1.34
	5	2.0%	B4 2 BEDROOM	Spacious 2 Bd+Den	1,175	\$1,625	\$1.38
	9	3.6%	C1 3 BEDROOM	Entry Lvl 3	1,250	\$1,725	\$1.38
	5	2.0%	C2 3 BEDROOM	Mid Lvl 3	1,350	\$1,825	\$1.35
7.1%	4	1.6%	C3 3 BEDROOM	Spacious 3	1,440	\$1,925	\$1.34
	252	100.0%			223,300	\$321,075	\$1.44
			Avg SF		886	\$1,274	

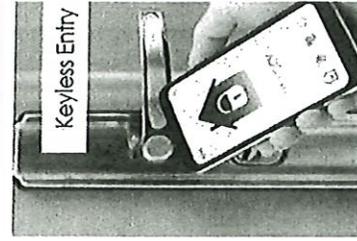
Unit Amenities

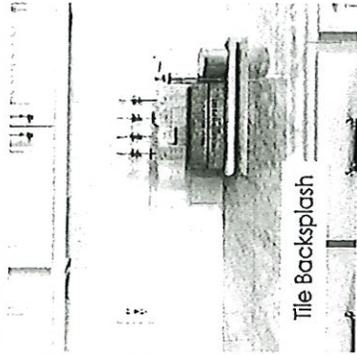
Balconies



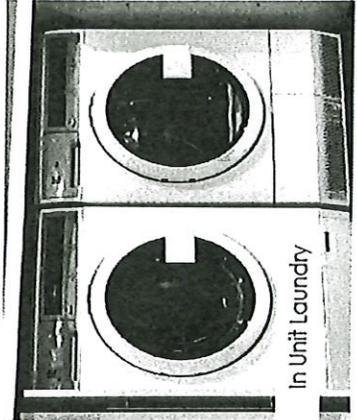
LVT Flooring



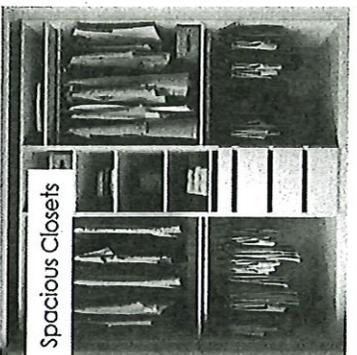
Keyless Entry



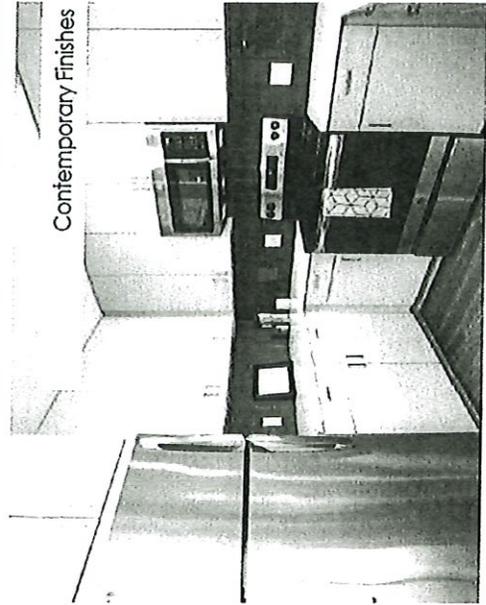
Tile Backsplash



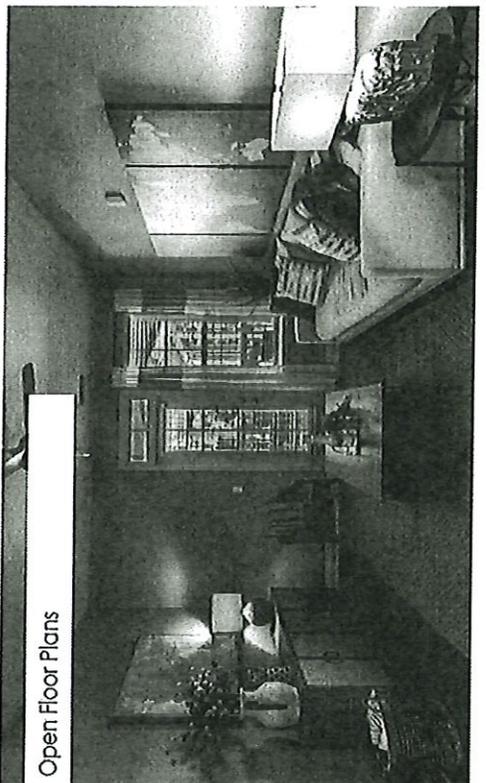
In Unit Laundry



Spacious Closets

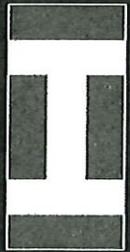
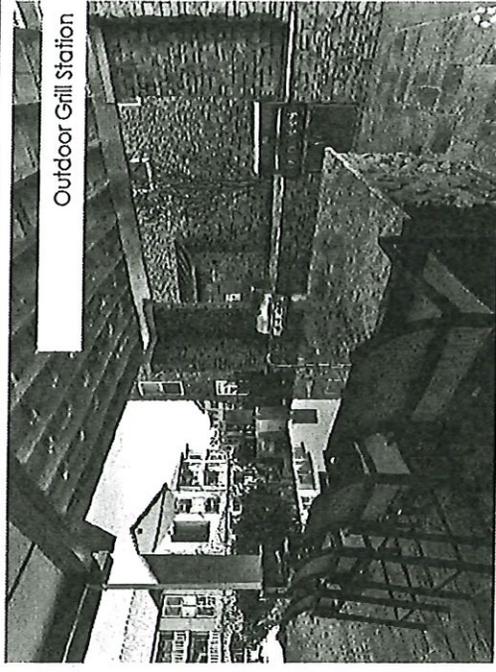


Contemporary Finishes

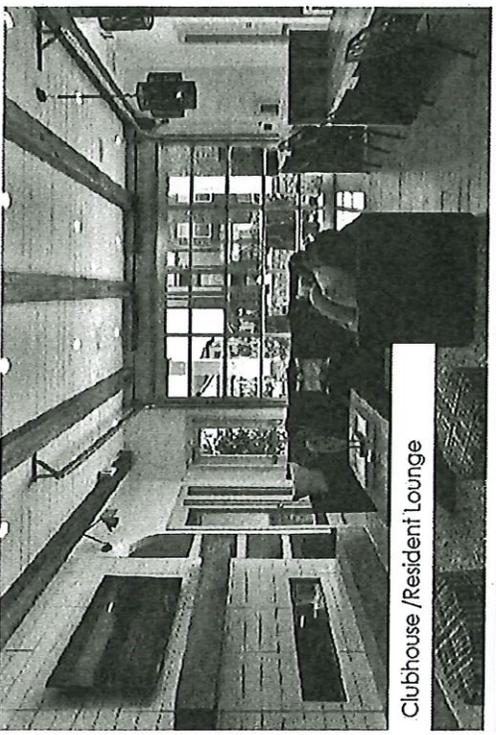


Open Floor Plans

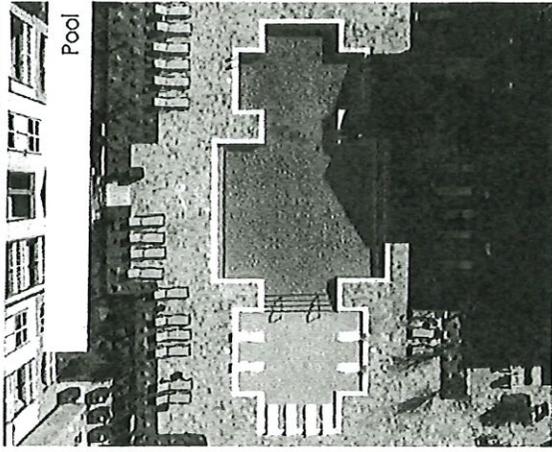
Community Amenities

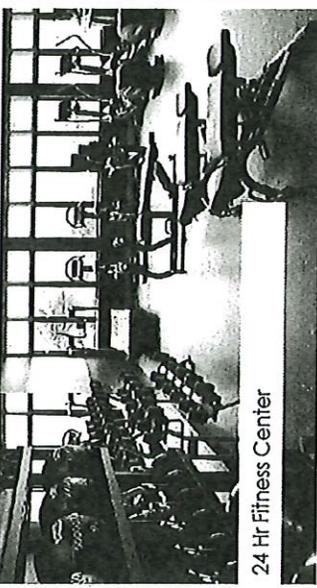
Outdoor Grill Station



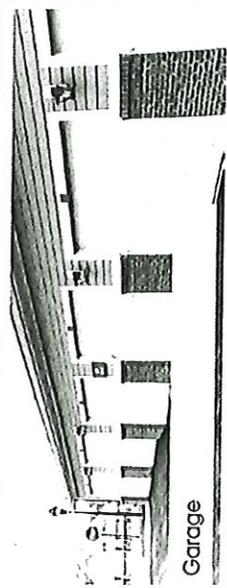
Clubhouse / Resident Lounge



Pool



24 Hr Fitness Center



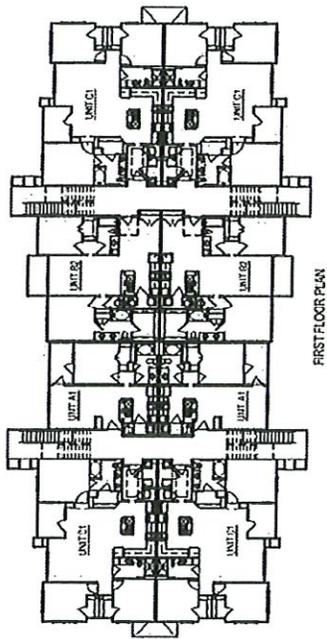
Garage



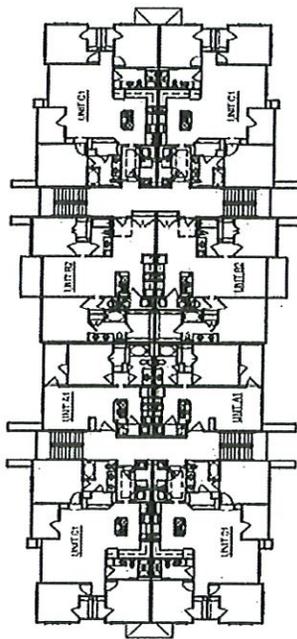
Pet Friendly



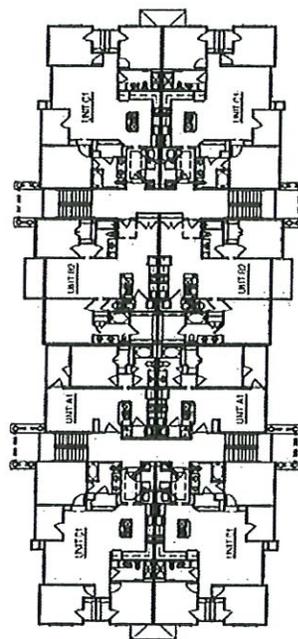
Coffee Station



FIRST FLOOR PLAN

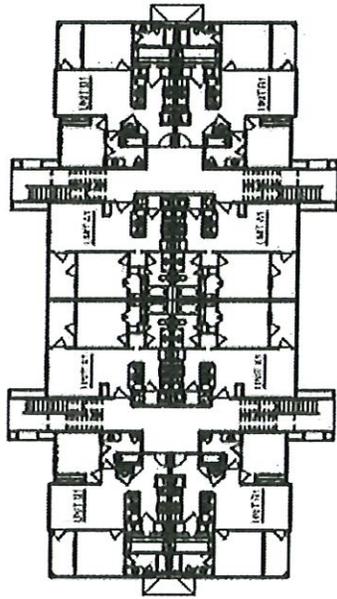


SECOND FLOOR PLAN

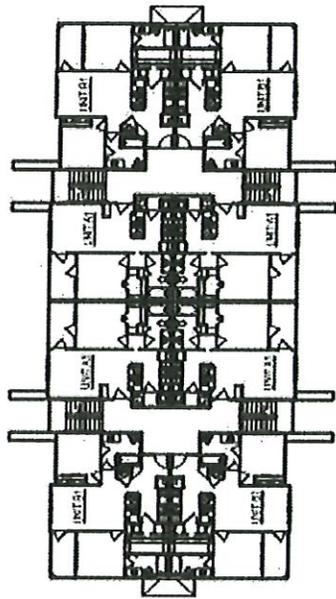


THIRD FLOOR PLAN

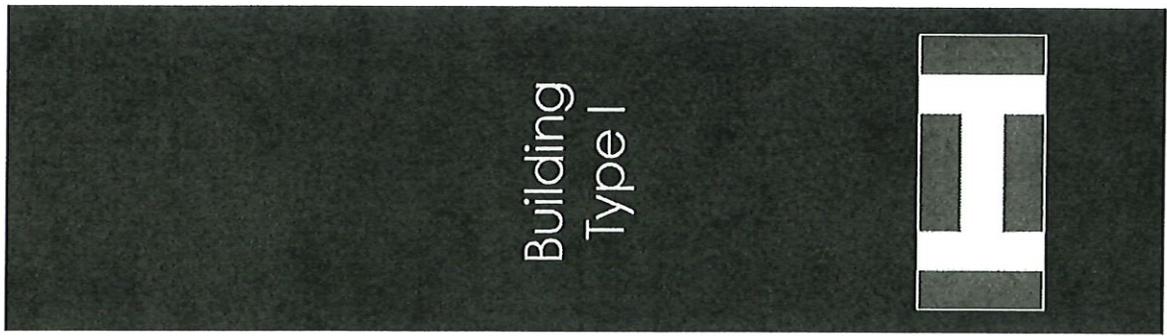
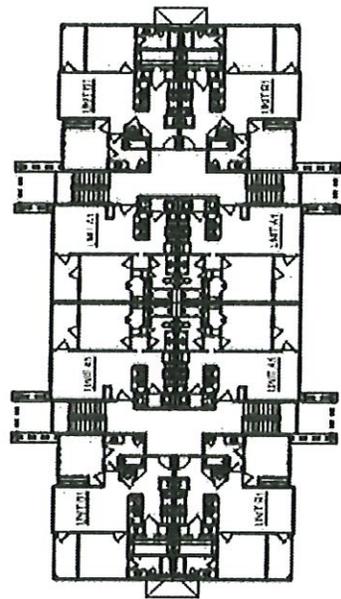
Building
Type I

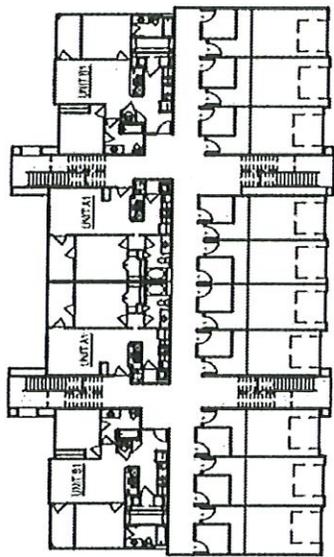


FIRST FLOOR PLAN

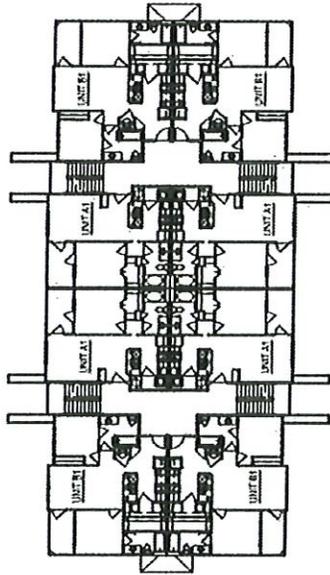


SECOND FLOOR PLAN

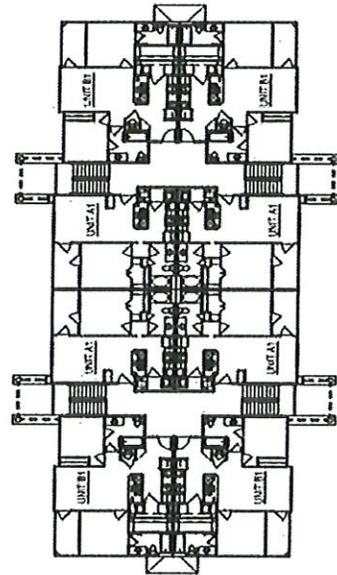




FIRST FLOOR PLAN



SECOND FLOOR PLAN



Building
Type II

EXHIBIT C

TAX INCREMENT REVENUE PROJECTIONS AND BOND REPORT

(See Attached Baker Tilly Municipal Advisors LLC Report)



MUNICIPAL ADVISORS

Baker Tilly Municipal Advisors, LLC
8365 Keystone Crossing, Ste 300
Indianapolis, IN 46240
United States of America

T: +1 (317) 465 1500
F: +1 (317) 465 1550
bakertilly.com

October 11, 2023

Mr. Mike Huber, Development Services Director
City of Elkhart
229 S. Second Street
Elkhart, Indiana 46516

Re: Proposed Parkway at 17 (Crossroads 41) District Development

Dear Mr. Huber:

Per your request, we have prepared this illustrative analysis to assist you in the discussion and consideration of the proposed Parkway at 17 (Crossroads 41) District Development project. The attached schedules (listed below) present unaudited and limited information. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

Page

- 2 Estimated Tax Increment for the Proposed Development
- 3 Illustrative Project Costs and Funding

Scenario 1: 75% TIF Pledge

- 4 Illustrative Amortization of \$6,500,000 Principal Amount of
[Taxable] Economic Development Revenue Bonds
- 5 Comparison of Estimated Pledged Tax Increment and Illustrative Annual Debt Service

Scenario 2: 100% TIF Pledge

- 6 Illustrative Amortization of \$6,500,000 Principal Amount of
[Taxable] Economic Development Revenue Bonds
- 7 Comparison of Estimated Pledged Tax Increment and Illustrative Annual Debt Service

In the preparation of these schedules, certain assumptions were made as noted regarding certain future events. As is the case with such assumptions regarding future events and transactions, some or all may not occur as expected and the resulting differences could be material. We have not examined the underlying assumptions, nor have we audited or reviewed the historical data. Consequently, we express no opinion thereon nor do we have a responsibility to prepare subsequent reports.

We would appreciate your questions or comments on this information and would provide additional information upon request.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

Jason G. Semler, Partner

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Proposed Parkway at 17 (Crossroads 41) Development

ESTIMATED TAX INCREMENT FOR THE PROPOSED DEVELOPMENT

	<u>Estimated Sq. Ft./ Estimated Acres</u>	<u>Estimated Assessed per Sq. Ft./per Acre</u> (1)	<u>Estimated Assessed Value</u>
Proposed Development			
Apartment Units	223,300 (2)	\$95	\$21,213,500
Land (3)	20.69	30,000	<u>620,700</u>
Estimated Net Assessed Value			21,834,200
Less: Base Assessed Value (4)			<u>(26,700)</u>
Estimated Incremental Assessed Value			21,807,500
Times: Net Tax Rate (5)			<u>\$3.4198</u>
Sub-total			745,770
Less: Estimated Circuit Breaker Credit (6)			<u>(309,630)</u>
Estimated Net Property Taxes			436,140
Plus: Additional TIF from LIT PTRC (7)			<u>39,710</u>
Estimated Net Tax Increment			<u>\$475,850</u>
Estimated 75% Net Tax Increment			<u>\$356,890</u>

(1) Assumes the proposed 223,300 square foot building will be assessed at \$95 per square foot and the land at \$30,000 per acre, based upon comparable properties located in Indiana. The actual assessed value will be determined by the Elkhart County Assessor upon completion, and the actual value may vary materially from the value assumed in this illustration.

(2) Per Developer representatives.

(3) Assumes the project is located on parcel 07-07-300-029-039 (the "Project Parcel") and that the Project Parcel will be assessed as primary commercial land.

(4) Assumes the County Redevelopment Commission removes the parcel from its existing tax increment allocation area and the City Redevelopment Commission establishes a new tax increment allocation area consisting of the Project Parcel. For the new allocation area, the base assessed value will be equal to the area's net assessed value as of the assessment date set forth in the Resolution. Represents the January 1, 2023 taxes payable 2024 net assessed value for the Project Parcel.

(5) Represents the certified pay 2023 tax rate for the Elkhart City Jefferson Township taxing district of \$3.6019, net of the pay 2023 LIT PTRC of 5.0555%.

(6) Assumes the Circuit Breaker Tax Credit, which limits property tax liability to 2% of gross assessed value for a rental residential parcel, is applied. Accounts for the application of the pay 2023 LIT PTRC of 5.0555%.

(7) Represents the taxes from the LIT PTRC that will be reimbursed to the Redevelopment Commission in the form of Tax Increment.

Note: This analysis assumes no additional growth in assessed values or changes in tax rates. Changes to these assumptions or to those outlined above may have a material effect on the tax increment estimates contained in this analysis.

(Subject to the attached letter dated October 11, 2023)

(Preliminary - Subject to Change)

(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Proposed Parkway at 17 (Crossroads 41) Development

ILLUSTRATIVE PROJECT COSTS AND FUNDING

<u>Illustrative Project Costs:</u>	<u>Scenario 1</u>	<u>Scenario 2</u>
Net proceeds available for the Project	\$6,350,000	\$6,350,000
Allowance for Bond issuance costs and contingencies	<u>150,000</u>	<u>150,000</u>
Total Illustrative Project Costs	<u><u>\$6,500,000</u></u>	<u><u>\$6,500,000</u></u>
 <u>Illustrative Project Funding:</u>		
Illustrative [Taxable] Economic Development Revenue	<u><u>\$6,500,000</u></u>	<u><u>\$6,500,000</u></u>

(1) Assumes the bonds will be purchased by the Developer or a related subsidiary and will be payable solely from project tax increment.

(Subject to the attached letter dated October 11, 2023)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Scenario 1: 75% TIF Pledge

Proposed Parkway at 17 (Crossroads 41) Development

**ILLUSTRATIVE AMORTIZATION OF \$6,500,000 PRINCIPAL AMOUNT OF
[TAXABLE] ECONOMIC DEVELOPMENT REVENUE BONDS**

Assumes Bonds dated February 1, 2024

Payment Date	Principal Outstanding	Illustrative Principal Payment	Illustrative Interest Rate (1)	Illustrative Interest	Illustrative Total Debt Service	Illustrative Fiscal Year Debt Service
08/01/25	\$6,500,000					
02/01/26	6,500,000					
08/01/26	6,500,000					
02/01/27	6,500,000					
08/01/27	6,500,000	\$171,000	0.00%	\$0	\$171,000	
02/01/28	6,329,000	171,000	0.00%	0	171,000	\$342,000
08/01/28	6,158,000	171,000	0.00%	0	171,000	
02/01/29	5,987,000	171,000	0.00%	0	171,000	342,000
08/01/29	5,816,000	171,000	0.00%	0	171,000	
02/01/30	5,645,000	171,000	0.00%	0	171,000	342,000
08/01/30	5,474,000	171,000	0.00%	0	171,000	
02/01/31	5,303,000	171,000	0.00%	0	171,000	342,000
08/01/31	5,132,000	171,000	0.00%	0	171,000	
02/01/32	4,961,000	171,000	0.00%	0	171,000	342,000
08/01/32	4,790,000	171,000	0.00%	0	171,000	
02/01/33	4,619,000	171,000	0.00%	0	171,000	342,000
08/01/33	4,448,000	171,000	0.00%	0	171,000	
02/01/34	4,277,000	171,000	0.00%	0	171,000	342,000
08/01/34	4,106,000	171,000	0.00%	0	171,000	
02/01/35	3,935,000	171,000	0.00%	0	171,000	342,000
08/01/35	3,764,000	171,000	0.00%	0	171,000	
02/01/36	3,593,000	171,000	0.00%	0	171,000	342,000
08/01/36	3,422,000	171,000	0.00%	0	171,000	
02/01/37	3,251,000	171,000	0.00%	0	171,000	342,000
08/01/37	3,080,000	171,000	0.00%	0	171,000	
02/01/38	2,909,000	171,000	0.00%	0	171,000	342,000
08/01/38	2,738,000	171,000	0.00%	0	171,000	
02/01/39	2,567,000	171,000	0.00%	0	171,000	342,000
08/01/39	2,396,000	171,000	0.00%	0	171,000	
02/01/40	2,225,000	171,000	0.00%	0	171,000	342,000
08/01/40	2,054,000	171,000	0.00%	0	171,000	
02/01/41	1,883,000	171,000	0.00%	0	171,000	342,000
08/01/41	1,712,000	171,000	0.00%	0	171,000	
02/01/42	1,541,000	171,000	0.00%	0	171,000	342,000
08/01/42	1,370,000	171,000	0.00%	0	171,000	
02/01/43	1,199,000	171,000	0.00%	0	171,000	342,000
08/01/43	1,028,000	171,000	0.00%	0	171,000	
02/01/44	857,000	171,000	0.00%	0	171,000	342,000
08/01/44	686,000	171,000	0.00%	0	171,000	
02/01/45	515,000	172,000	0.00%	0	172,000	343,000
08/01/45	343,000	171,000	0.00%	0	171,000	
02/01/46	172,000	172,000	0.00%	0	172,000	343,000
Totals		<u>\$6,500,000</u>		<u>\$0</u>	<u>\$6,500,000</u>	<u>\$6,500,000</u>

(1) The actual interest rate will be determined through negotiation with the Developer, in its role as Bond purchaser. The actual interest rate may vary materially from the rate assumed in this analysis.

(Subject to the attached letter dated October 11, 2023)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Scenario 1: 75% TIF Pledge

Proposed Parkway at 17 (Crossroads 41) Development

COMPARISON OF ESTIMATED PLEDGED TAX INCREMENT AND
ILLUSTRATIVE ANNUAL DEBT SERVICE

Taxes Payable Year	Estimated Pledged Tax Increment (1)	Allowance for TIF Administration Fees (2)	Estimated Net Pledged Tax Increment	Illustrative Debt Service (3)(4)	Estimated Pledged Tax Increment Remaining/(Shortfall) (4)
2025				\$0	\$0
2026				0	0
2027	\$356,890	(\$7,500)	\$349,390	(342,000)	7,390
2028	356,890	(7,500)	349,390	(342,000)	7,390
2029	356,890	(7,500)	349,390	(342,000)	7,390
2030	356,890	(7,500)	349,390	(342,000)	7,390
2031	356,890	(7,500)	349,390	(342,000)	7,390
2032	356,890	(7,500)	349,390	(342,000)	7,390
2033	356,890	(7,500)	349,390	(342,000)	7,390
2034	356,890	(7,500)	349,390	(342,000)	7,390
2035	356,890	(7,500)	349,390	(342,000)	7,390
2036	356,890	(7,500)	349,390	(342,000)	7,390
2037	356,890	(7,500)	349,390	(342,000)	7,390
2038	356,890	(7,500)	349,390	(342,000)	7,390
2039	356,890	(7,500)	349,390	(342,000)	7,390
2040	356,890	(7,500)	349,390	(342,000)	7,390
2041	356,890	(7,500)	349,390	(342,000)	7,390
2042	356,890	(7,500)	349,390	(342,000)	7,390
2043	356,890	(7,500)	349,390	(342,000)	7,390
2044	356,890	(7,500)	349,390	(343,000)	6,390
2045	356,890	(7,500)	349,390	(343,000)	6,390
Totals	<u>\$6,780,910</u>	<u>(\$142,500)</u>	<u>\$6,638,410</u>	<u>(\$6,500,000)</u>	<u>\$138,410</u>

- (1) See page 2. Assumes 75% of the Tax Increment is pledged for debt service on the Bonds.
- (2) Includes annual fees and expenses incurred by the Commission related to monitoring Tax Increment, filing required annual reports, post-issuance questions related to the Bonds, and annual fees of the Trustee.
- (3) See page 4.
- (4) Assumes any interest that is not paid is forgone. Assumes any excess Tax Increment can be applied to pay down the Bonds. The final treatment of unpaid principal and interest will be determined in the Economic Development Agreement and the financing documents.

(Subject to the attached letter dated October 11, 2023)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2: 100% TIF Pledge

Proposed Parkway at 17 (Crossroads 41) Development

**ILLUSTRATIVE AMORTIZATION OF \$6,500,000 PRINCIPAL AMOUNT OF
[TAXABLE] ECONOMIC DEVELOPMENT REVENUE BONDS**

Assumes Bonds dated February 1, 2024

Payment Date	Principal Outstanding	Illustrative Principal Payment	Illustrative Interest Rate (1)	Illustrative Interest	Illustrative Total Debt Service	Illustrative Fiscal Year Debt Service
08/01/25	\$6,500,000					
02/01/26	6,500,000					
08/01/26	6,500,000					
02/01/27	6,500,000					
08/01/27	6,500,000	\$232,000	0.00%	\$0	\$232,000	
02/01/28	6,268,000	232,000	0.00%	0	232,000	\$464,000
08/01/28	6,036,000	232,000	0.00%	0	232,000	
02/01/29	5,804,000	232,000	0.00%	0	232,000	464,000
08/01/29	5,572,000	232,000	0.00%	0	232,000	
02/01/30	5,340,000	232,000	0.00%	0	232,000	464,000
08/01/30	5,108,000	232,000	0.00%	0	232,000	
02/01/31	4,876,000	232,000	0.00%	0	232,000	464,000
08/01/31	4,644,000	232,000	0.00%	0	232,000	
02/01/32	4,412,000	232,000	0.00%	0	232,000	464,000
08/01/32	4,180,000	232,000	0.00%	0	232,000	
02/01/33	3,948,000	232,000	0.00%	0	232,000	464,000
08/01/33	3,716,000	232,000	0.00%	0	232,000	
02/01/34	3,484,000	232,000	0.00%	0	232,000	464,000
08/01/34	3,252,000	232,000	0.00%	0	232,000	
02/01/35	3,020,000	232,000	0.00%	0	232,000	464,000
08/01/35	2,788,000	232,000	0.00%	0	232,000	
02/01/36	2,556,000	232,000	0.00%	0	232,000	464,000
08/01/36	2,324,000	232,000	0.00%	0	232,000	
02/01/37	2,092,000	232,000	0.00%	0	232,000	464,000
08/01/37	1,860,000	232,000	0.00%	0	232,000	
02/01/38	1,628,000	233,000	0.00%	0	233,000	465,000
08/01/38	1,395,000	232,000	0.00%	0	232,000	
02/01/39	1,163,000	233,000	0.00%	0	233,000	465,000
08/01/39	930,000	232,000	0.00%	0	232,000	
02/01/40	698,000	233,000	0.00%	0	233,000	465,000
08/01/40	465,000	232,000	0.00%	0	232,000	
02/01/41	233,000	233,000	0.00%	0	233,000	465,000
Totals		<u>\$6,500,000</u>		<u>\$0</u>	<u>\$6,500,000</u>	<u>\$6,500,000</u>

(1) The actual interest rate will be determined through negotiation with the Developer, in its role as Bond purchaser. The actual interest rate may vary materially from the rate assumed in this analysis.

(Subject to the attached letter dated October 11, 2023)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2: 100% TIF Pledge

Proposed Parkway at 17 (Crossroads 41) Development

COMPARISON OF ESTIMATED PLEDGED TAX INCREMENT AND
ILLUSTRATIVE ANNUAL DEBT SERVICE

Taxes Payable Year	Estimated Pledged Tax Increment (1)	Allowance for TIF Administration Fees (2)	Estimated Net Pledged Tax Increment	Illustrative Debt Service (3)(4)	Estimated Pledged Tax Increment Remaining/(Shortfall) (4)
2025				\$0	\$0
2026				0	0
2027	\$475,850	(\$7,500)	\$468,350	(464,000)	4,350
2028	475,850	(7,500)	468,350	(464,000)	4,350
2029	475,850	(7,500)	468,350	(464,000)	4,350
2030	475,850	(7,500)	468,350	(464,000)	4,350
2031	475,850	(7,500)	468,350	(464,000)	4,350
2032	475,850	(7,500)	468,350	(464,000)	4,350
2033	475,850	(7,500)	468,350	(464,000)	4,350
2034	475,850	(7,500)	468,350	(464,000)	4,350
2035	475,850	(7,500)	468,350	(464,000)	4,350
2036	475,850	(7,500)	468,350	(464,000)	4,350
2037	475,850	(7,500)	468,350	(465,000)	3,350
2038	475,850	(7,500)	468,350	(465,000)	3,350
2039	475,850	(7,500)	468,350	(465,000)	3,350
2040	475,850	(7,500)	468,350	(465,000)	3,350
Totals	<u>\$6,661,900</u>	<u>(\$105,000)</u>	<u>\$6,556,900</u>	<u>(\$6,500,000)</u>	<u>\$56,900</u>

- (1) See page 2. Assumes 100% of the Tax Increment is pledged for debt service on the Bonds.
- (2) Includes annual fees and expenses incurred by the Commission related to monitoring Tax Increment, filing required annual reports, post-issuance questions related to the Bonds, and annual fees of the Trustee.
- (3) See page 6.
- (4) Assumes any interest that is not paid is forgone. Assumes any excess Tax Increment can be applied to pay down the Bonds. The final treatment of unpaid principal and interest will be determined in the Economic Development Agreement and the financing documents.

(Subject to the attached letter dated October 11, 2023)
(Preliminary - Subject to Change)
(For Internal Use Only)

093

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, AUTHORIZING AN OFFER TO PURCHASE FREIGHT STREET LOT AND THE NEGOTIATION OF A PURCHASE AGREEMENT

WHEREAS, The Commission has obtained appraisals on 6 lots of real estate located on Freight Street owned by David Osborne (the "Owner"), excluding the lot at the NW Corner of Lot 9 and NE Corner of Lot 10, the legal description of which is attached hereto as Exhibit A (the "Real Estate"); and

WHEREAS, the Commission desires that the staff present an offer to the Owner to purchase the Real Estate in accordance with IC 36-7-14-19 (the "Act").

NOW THEREFORE, BE IT RESOLVED:

1. The Commission directs the staff to deliver to the Owner an offer to purchase the Real Estate, not including Tax Code 20-06-08-205-011, at a price of \$70,500.00.
2. The Commission further authorizes the Officers and staff to negotiate a Purchase Agreement with the Owner in accordance with the Act on such terms as they deem reasonable and, if the negotiations are successful, present the form of Agreement to the Commission for final consideration at a public meeting.
3. The Commission approves Heron Environmental as the contractor to perform a Phase 1 Environmental Review on the Real Estate and appropriates \$3,000.00 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of those Services. Any unused funds shall be returned to the appropriate account.
4. The Officers and staff of the Commission are hereby authorized to execute and deliver offers and do all acts which they deem necessary and desirable to carry out the terms of this Resolution.

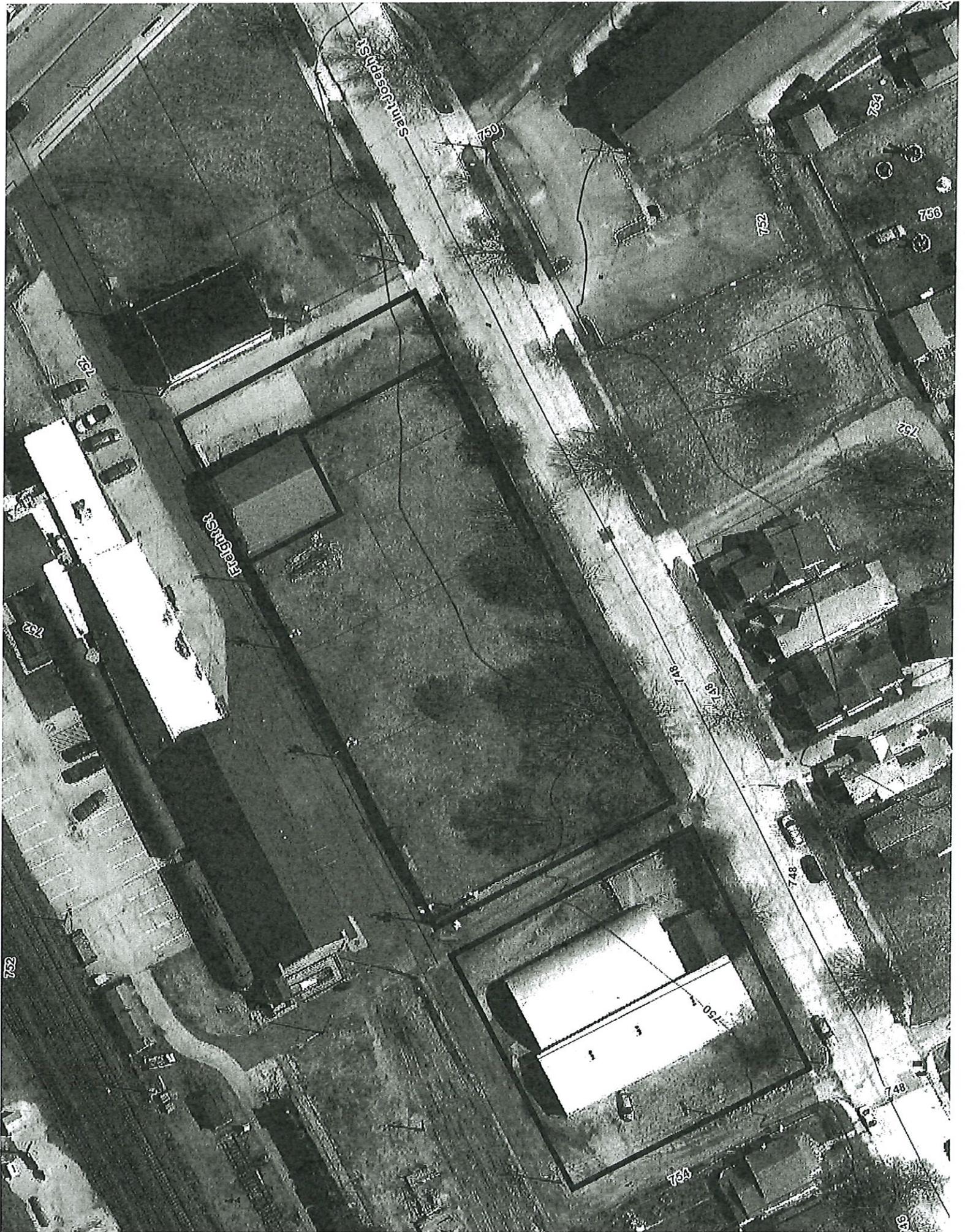
ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12TH DAY OF DECEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary



RESOLUTION NO. 23-R- 094

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 GATEWAY MILE PROMOTIONS

WHEREAS, the Commission and the Elkhart County Convention & Visitors Bureau (the "Bureau") desire to promote the Gateway Mile 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 2024 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 2024.
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 12TH DAY OF DECEMBER, 2023.

ELKHART REDEVELOPMENT COMMISSION

BY _____
Sandra Schreiber, President

ATTEST:

BY _____
Alex Holtz, Secretary

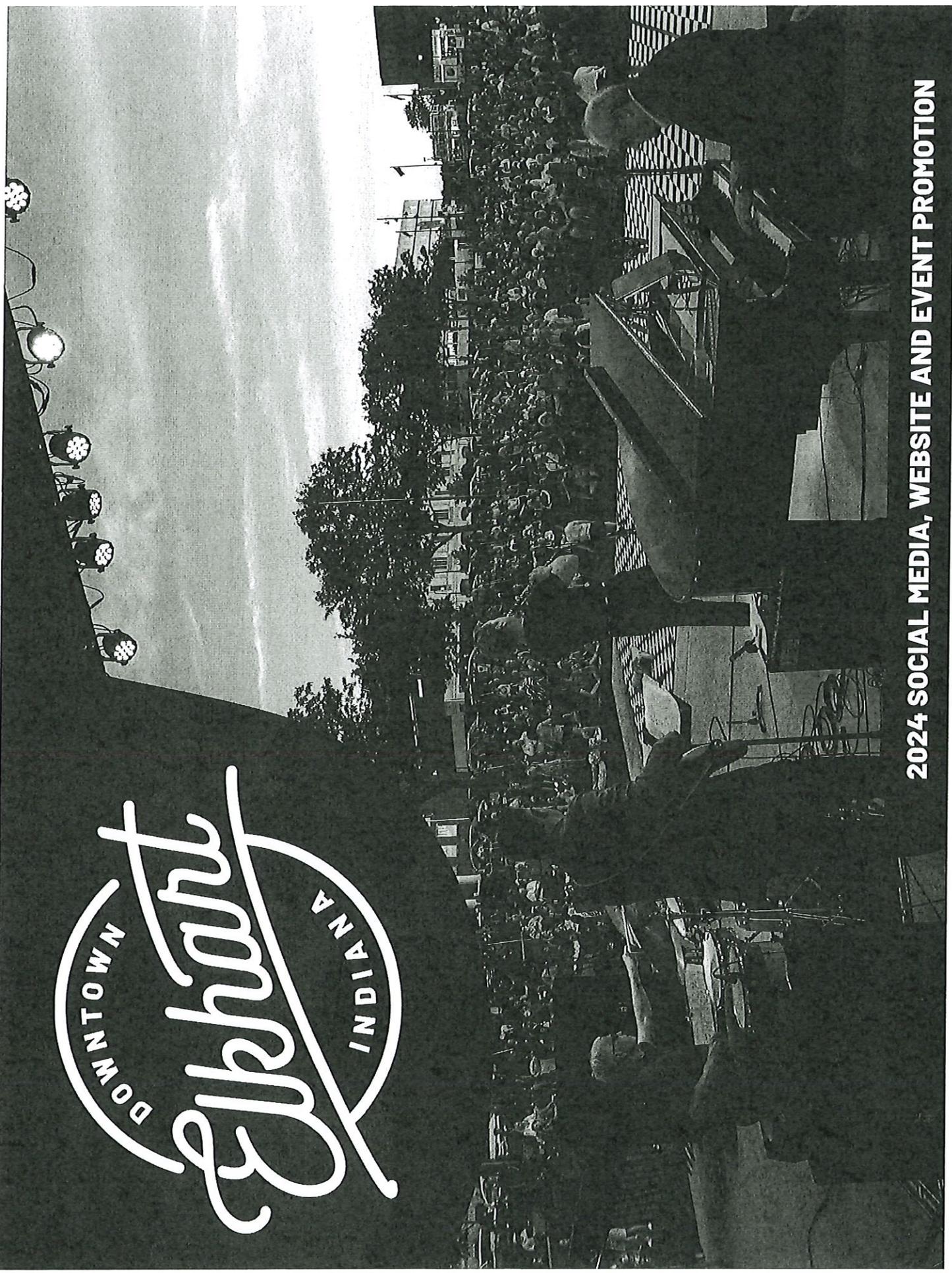
Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/6/23
Re: Downtown Ad Campaign

For the last several years, the Elkhart Redevelopment Commission has collaborated with the Elkhart County Convention and Visitors Bureau (ECCVB) on a joint marketing initiative to promote downtown events and special attractions. In 2023 the ECCVB was updated the strategy and materials.

New this year are Biweekly Email campaign highlighting things happening during the week/weekend, blogs on the website, discounts, and merchant spotlights. Create campaigns around growing the email list during targeted events and times of the year. The ECCVB will provide \$60,000 toward this initiative, and is requesting matching funds from the Redevelopment Commission of \$60,000.

Staff is requesting the Redevelopment Commission's consideration and approval of \$60,000 from the Downtown TIF to support this project



2024 SOCIAL MEDIA, WEBSITE AND EVENT PROMOTION



THE STORY

The heartbeat of Elkhart lies in its strong sense of community, making it truly the city with a heart. It's crucial that we rally behind our local businesses and embrace events that add to the lively spirit of downtown Elkhart.

By increasing awareness of the rich cultural assets of downtown Elkhart, we strengthen community pride and encourage residents and visitors to enjoy the numerous restaurants, shopping options, museums, entertainment venues, and events.

As we enter 2024, we expect the unique stories and fascinating backstories of downtown Elkhart's renaissance to spark continued interest, with the success of Hotel Elkhart, growing events at the Elkhart Aquatics Center and The Lerner Theatre plus the continued development of the River District.



2023 RECAP

The Elkhart County CVB takes immense pride in the vital role we play in promoting downtown events and businesses, serving as a dynamic catalyst for community engagement and economic growth.

By showcasing the vibrant tapestry of events and the unique offerings of local businesses, we contribute to the allure of our downtown area as a must-visit destination. Our collaborative efforts not only draw visitors seeking memorable experiences but also stimulate increased foot traffic, fostering a thriving ecosystem for local enterprises.

Through strategic marketing initiatives, we elevate the visibility of downtown events, creating a ripple effect that positively impacts businesses, from boutique shops to unique local restaurants.

Our commitment to showcasing the heart and soul of this vibrant community amplifies the distinctive charm of downtown Elkhart, making it a beacon for both residents and visitors alike.



2023 RECAP

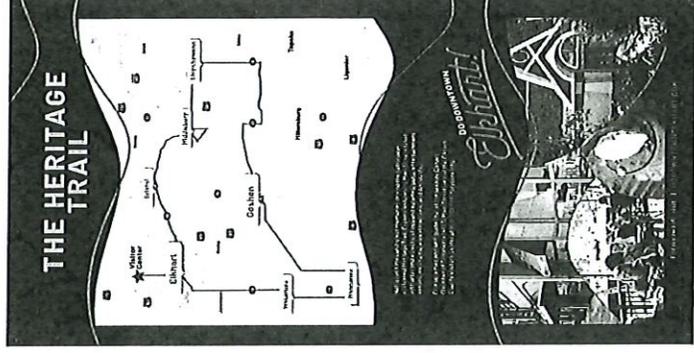
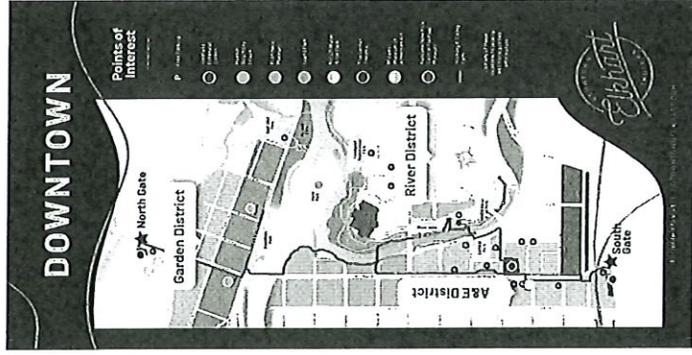
REFRESHED LOGO



REFRESHED WEBSITE



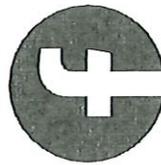
REFRESHED KIOSKS



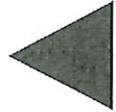


2023 DIGITAL CAMPAIGN RESULTS

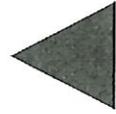
IN 2023, MORE VIDEOS WERE CREATED WITH AN EMPHASIS ON STORIES AND REELS FOR
INSTAGRAM WHICH RESULTED IN AN IMPRESSIVE INCREASE



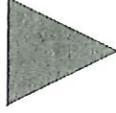
339,212
Engagements (20.2%)



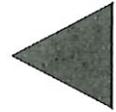
24,230
Post Link Click (25.9%)



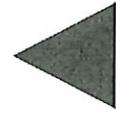
3,941,818
Impressions (-18.6%)



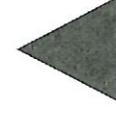
18,740
Engagements (168%)



312
Profile Actions (358.6%)



790,103
Impressions (+26.6%)





THE FEEDBACK

"I am writing today in support of continued collaborative funding for the ECCVB in assistance of downtown Elkhart's marketing efforts. Stephenson's has been serving customers on Main Street for over 92 years. For many of those years, our advertising reach was essentially a solo effort, as we sought to attract customers to our store. Occasional downtown group ad buys and efforts were essentially our only "strength in numbers" outreach opportunities. However, in the years since the "CVB" has had the opportunity to collectively support us all, organically and through digitally targeted and boosted efforts, the improved results have been noticeable and clear to all who participate. Their marketing support and assistance have brought a definite cohesion to the downtown retailing efforts, and truly helped establish our neighborhood as a regional shopping destination. As the legacy anchor of this increasingly popular retail area, and with an eye on anticipated downtown development and improvements, I ask that you strongly consider continuing to fund this vital component of downtown growth. If our downtown is the heart of the city with a heart, then programs like this supplement the air we breathe."



Danny Reynolds, Owner,
Stephenson's of Elkhart



2024 APPROACH

AS CHAMPIONS AND PROMOTERS OF THE CITY OF ELKHART, COLLABORATION IS A PILLAR OF THE ELKHART COUNTY CVB.

We deeply value our partnerships and believe that it is only through our collaborations that we can raise awareness about our community and promote its numerous assets to both residents and visitors.

We are committed to working with our partners to expand and embrace the Well Crafted destination brand, as well as leveraging the power of social media to amplify our messages.

We also will use the most up-to-date research and data trends to identify the audiences and messages that will be most desirable and effective at reaching residents and regional visitors.



2024 STRATEGY

- Define marketing objectives and prioritize goals
- Collaborate with stakeholders
- Create and implement a comprehensive 12-month digital strategy that follows the content calendar and aligns with the objectives and goals
- Create and promote dynamic content including photography and video to be used across digital channels
- Create graphic design for print and digital
- Develop and execute an email marketing strategy to promote downtown events and businesses while increasing the audience
- Continue website maintenance and update content including creating new blogs and vlogs to be used to promote downtown Elkhart across all digital platforms



2024 TACTICS

NEW TACTIC FOR 2024!

NEWSLETTER/EMAIL MARKETING

- Biweekly Email campaign highlighting things happening during the week/weekend
- Share and link to blogs on the website, discounts, and merchant spotlights
- Create campaigns around growing the email list during targeted events and times of the year

SOCIAL MEDIA

- More focus on Reels and Shorts & Short form video content
- Youtube Management - Shorts & Blog/Vlog Videos
- Continue Youtube Advertising
- Host lives with merchants when they are having a sale or event
- **NEW:** Join Threads with quick, attention-grabbing campaigns showcasing Downtown Elkhart vibrancy

WEBSITE

- Blogging & Video Blogs with event coverage, things to do, what to do during the fall, merchant spotlights - spotlight on the people & places that make Downtown Elkhart vibrant
- Coupon page on the Website
- Hosting, Management, Updates

ADVERTISING

- Youtube Video
- Social Media
- Digital Kiosk Display ads



EXPECTED RESULTS

Through this comprehensive digital strategy, we will continue to build and grow our social media reach, followers and engagement. Resident outreach has become more important than ever but visitors to our community are simply temporary residents and are therefore important as well. We continue to communicate with the Elkhart Health & Aquatics Center to amplify outreach and messaging to visitors that connects them to downtown Elkhart assets.

By implementing this digital strategy, we can be more responsive to the needs and preferences of our audience. Our focus is on delivering the right message to the right people, at the right time and in the right tone.

We anticipate that this approach will result in increased foot traffic to the downtown area and surrounding businesses along with continued increases in social engagement through clicks and impressions.



FINANCIAL SUMMARY

By leveraging an ECCVB investment of \$60,000 to a partner investment from the City of Elkhart Redevelopment Commission of \$60,000, the ECCVB will communicate downtown Elkhart's assets across digital platforms.

Downtown Elkhart Digital Media Buys	\$40,000
Event Promotion & Support Materials	\$20,000
Video Production & Content	\$30,000
Website Maintenance & Content Updates	\$18,000
Email Marketing	\$12,000
2024 Downtown Elkhart Campaign Total	\$120,000

DO·DOWNTOWN

Elkhart!



RESOLUTION NO. 23-R- 095

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 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 the attached marketing and investment strategy for 2024 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 2024.
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 12TH DAY OF DECEMBER, 2023.

ELKHART REDEVELOPMENT COMMISSION

BY _____
Sandra Schreiber, President

ATTEST:

BY _____
Alex Holtz, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 12/6/23
Re: Exit 92 Campaign

Staff has worked with the Elkhart County Convention and Visitors Bureau (ECCVB) over the last five years on a marketing campaign to promote Exit 92 as the premiere stop along the Indiana Toll Road. This campaign has proven successful in promoting our community in many markets over the last several years. Expansion of the campaign will include supporting sports related activities including events at the Beacon Sports and Aquatic Center and The Moose Lodge Rugby Fields. Staff is requesting an appropriation of \$160,000 from the Cassopolis TIF as matching funds for the continuation of the campaign with the ECCVB

Elkhart

EXIT 92

2024 EXIT 92 CAMPAIGN

LODGING | DINING | RETAIL | ENTERTAINMENT



Elkhart **EXIT 92**

THE APPROACH

- Target the 12.5 million travelers 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 an enticing sports promotion strategy that assists the sports venues with attracting new events and retaining existing events
- Messaging, when appropriate, will communicate a downtown destination experience

Elkhart **EXIT 92**

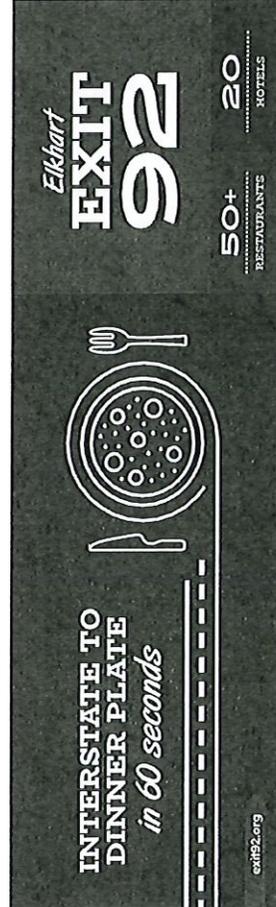
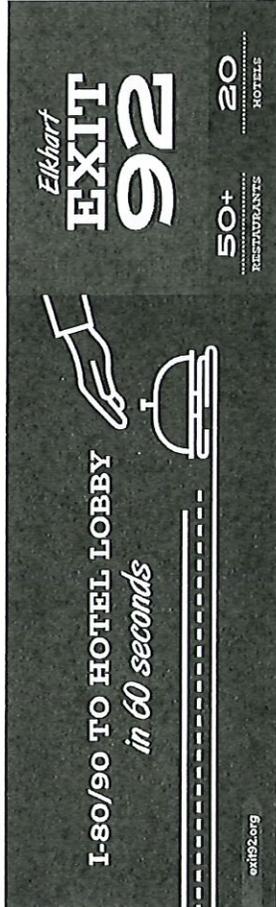
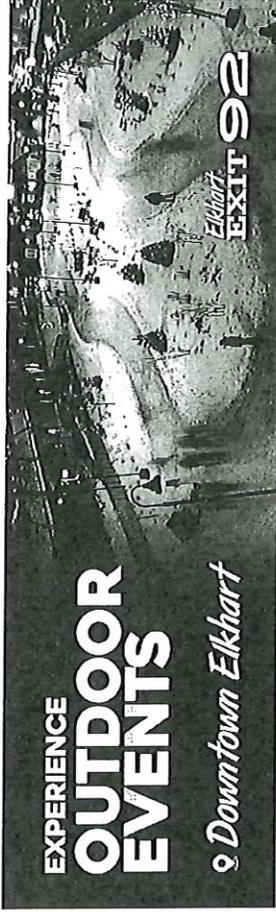
THE OBJECTIVE

The Elkhart County, IN Convention & Visitors Bureau (ECCVB) in partnership with the Redevelopment Commission will utilize Elkhart City Tax Increment Financing (TIF) and ECCVB funds to promote I-80/90 Exit 92 as the premier stop along the Indiana Toll Road through a comprehensive marketing campaign.

The goal of the campaign is to increase the demand for hotel, restaurant and retail services in the Cassopolis Street corridor and just beyond, resulting in more patrons at restaurants, more rooms sold, and higher retail sales.

The primary message is Exit 92 provides the density and proximity of lodging, retail and dining brands that are known and trusted. In addition, the message highlights locally owned businesses, engaging attractions and the close proximity to Downtown Elkhart.

Elkhart EXIT 92 BILLBOARDS



- Billboard advertising reaches 99% of consumers on a typical day and drive 4x more search and online activity than any other medium
- Nearly half of all consumers who see a billboard conduct an online search to learn more about the advertiser and billboards generate more social media interactions per dollar spend than TV, radio or print
- Billboard advertising increases the reach of mobile advertising up to 340%

Source: Neilsen, Out of Home Advertising Association of America (OAAA)

Elkhart
EXIT
92

Wake up and tailgate!

1-800/90 Exit 92 gives you immediate access to 20 hotel brands you know and trust and 50+ restaurants ready for Irish fans. Plus it's just 20 minutes from campus!



Scan for deals & discounts exclusively for Irish fans!



More to do at
EXIT 92

Downtown Elkhart's Gateway Mile offers shopping, dining, attractions and Hotel Elkhart, Tapestry Collection by Hilton.

Exit92.org/ND

Elkhart
EXIT
92

NOTRE DAME 2023 DIGITAL

During 2023, digital ads were directed at Notre Dame, Tennessee State, and The Ohio State fans, guiding them to the Exit92.org website for discounted Elkhart hotel deals. A full-page Exit 92 ad was highlighted in each Notre Dame gameday program.



Notre Dame Football 2023 Campaign

Highlighted Games: Tennessee State & The Ohio State

1,168,338 impressions

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

3,296 clicks (0.49% CTR)

to landing page at Exit92.org promoting deals

246 mobile device visits

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

Elkhart EXIT 92 TRUCKING 2023 DIGITAL

The objective is to engage and shape the lodging habits of truckers along their routes, aimed at reaching them during breaks at rest areas and truck stops.

The campaign encourages hotel accommodations at Exit 92 instead of opting to sleep in their trucks.

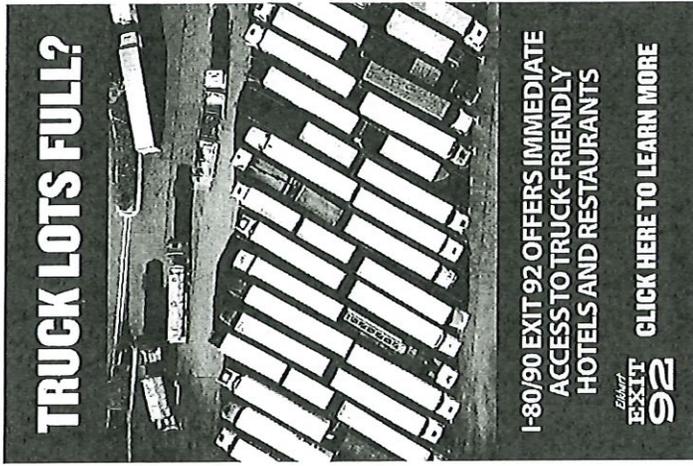
Digital Trucking 2023 Campaign

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

546,533 impressions
from geo-targeting

2,672 clicks (0.73% CTR)
to landing page at Exit92.org promoting deals

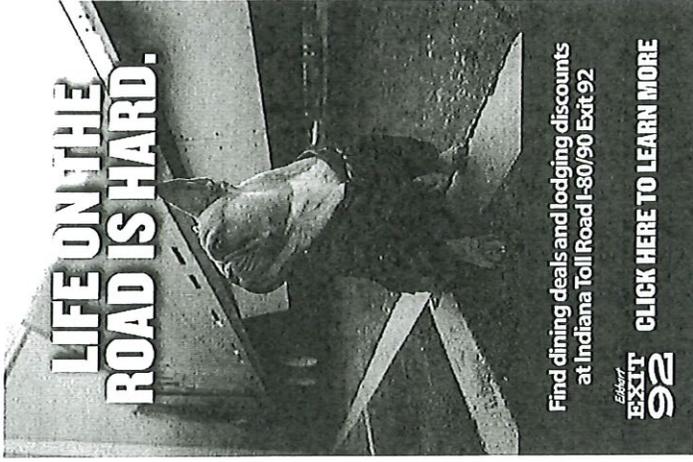
4,955 mobile device visits
observed staying at least 8 hours at hotels at Exit 92



TRUCK LOTS FULL?

I-80/90 EXIT 92 OFFERS IMMEDIATE ACCESS TO TRUCK-FRIENDLY HOTELS AND RESTAURANTS

Elkhart
EXIT
92 [CLICK HERE TO LEARN MORE](#)



LIFE ON THE ROAD IS HARD.

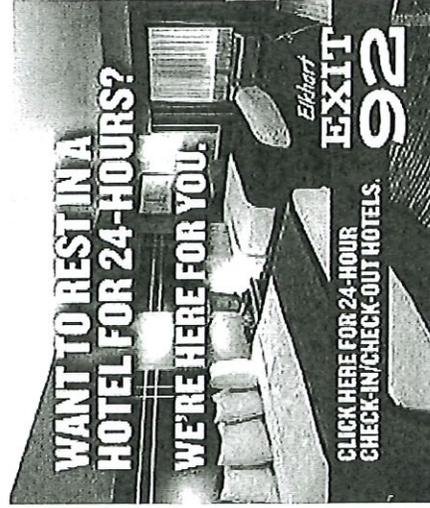
Find dining deals and lodging discounts at Indiana Toll Road I-80/90 Exit 92

Elkhart
EXIT
92 [CLICK HERE TO LEARN MORE](#)



CLICK HERE FOR BEST HOTEL RATES FOR DRIVERS

Elkhart
EXIT
92



WANT TO REST IN A HOTEL FOR 24-HOURS? WE'RE HERE FOR YOU.

Elkhart
EXIT
92 [CLICK HERE FOR 24-HOUR CHECK-IN/CHECK-OUT HOTELS.](#)



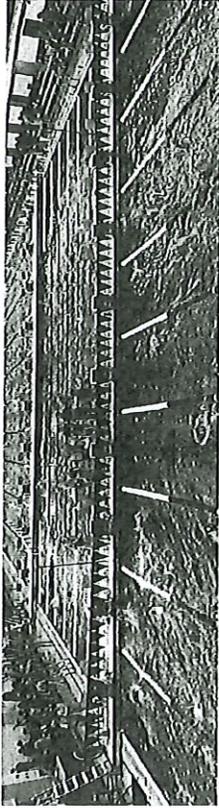
LOOKING FOR 24-HOUR CHECK-IN/CHECK-OUT? WE GOT YOU COVERED.

Elkhart
EXIT
92 [CLICK HERE TO LEARN MORE](#)

Elkhart

EXIT 92

SPORT-RELATED VISITOR SPENDING



March 9 - 11, 2023
**National Invitational Swimming
& Diving Championships (CSCAA)**

5,781 Total Attendees

1,585 Total Room Nights Sold in Block

\$2,001,975.25 Total Visitor Spending

Source: Team Indiana Economic Impact Calculator



May 24 - 28, 2023
**Boys High School Rugby National
Championships**

8,500 Total Attendees

1,150 Total Room Nights Sold in Block

\$1,150,697.13 Total Visitor Spending

Source: Team Indiana Economic Impact Calculator

Elkhart EXIT 92

THE FEEDBACK

"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



"Why Elkhart? It's easy. A strong positive voiced by teams that have attended the Boys HS National Championship is that the town has easy access to amenities facilities (restaurants, grocery stores, sports retailers, etc.) but is also relatively small and therefore easy to get around. Hotels are also all very close to the venue - just a 10-minute drive - meaning teams can plan their day better, and even if you forget your team kit at the hotel you have time to go back and get it."

Alex Goff, writer, The Goff Rugby Report

Elkhart

**EXIT
92**

2024 TACTICS

Produce a comprehensive campaign including:

- 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
- 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 promotional deals, discounts and packages cross-promoted on VisitElkhartCounty.com
- Online hotel booking referral
- Digital Ad Placement
- Sports promotion fees

Elkhart EXIT 92

FINANCIAL SUMMARY

By leveraging an ECCVB investment of \$160,000 to a partner investment from the City of Elkhart Redevelopment Commission of \$160,000, the ECCVB will promote the density and proximity of familiar and trusted lodging and dining brands as well as locally owned and operated properties and access to engaging attractions at I-80/90 Exit 92.

Billboards	Supportive Materials	Digital	
LaMar / LaPorte Co (4)	Indiana Toll Road placements & distribution	Digital Ads	\$6,000
LaMar / St. Joe Co (3)	Ohio Turnpike distribution	Digital Geo-Targeting	\$15,000
LaMar / Elkhart Co (1)	NITDC Toll Road Exit-by-Exit Guide & Maps	Online Hotel Booking Referral	\$6,000
LaMar / Lake Co (2)	I-80/90 Toll Plaza video advertising		
Outfront / Elkhart Co (3)	Exit 92 rackcards	Sports	
Outfront / Steuben Co (1)	Elkhart County Area Guide Full Page Ad	Marketing	\$12,500
Billboard Production	Notre Dame Football Program Ad	Promotional Fees	\$40,000
	Exit 92 Photography & Videography Assets	Professional Services	\$20,000
	Branding Refresh		
			\$15,000
Total	Total	Total	\$99,500
	\$140,550	\$79,950	\$99,500

2024 EXIT 92 CAMPAIGN TOTAL = \$320,000



Elkhart
EXITS
2022

RESOLUTION NO. 23-R-0916

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

Whereas, The Commission has received and reviewed the attached Standard Form of Agreement for Professional Services to be performed by Community Planning Insights (“CPI”) to provide technical assistance for CDBG and CDBG-CV programs as set forth in the Contract (the “Services”); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that CPI 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 CPI at the hourly rate of \$100.00 at a fee not to exceed \$25,000.00 to perform the Services.
2. The Commission approves the form of Contract for Services attached hereto and authorizes its execution.
3. The Commission appropriates the sum of \$25,000.00 from the Community Development Block Grant Program Special Fund to cover the cost of the Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 12th DAY OF DECEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

CITY OF ELKHART, INDIANA
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES
(Edition 2019)

THIS IS AN AGREEMENT effective as of January 1, 2024 to December 31, 2024 (“Effective Date”) between The City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission (“Owner”) and Community Planning Insights (“Provider”).

For the following Project:
Technical assistance for the CDBG and CDBG-CV programs, including the following scope of services:

Elkhart staff assistance:

1. Assist staff with any CDBG / CDBG-CV related questions or program recommendations
2. Prepare and/or review required Environmental Reviews
3. Prepare and/or review IDIS Plans and Activity set-up
4. Assist with on-site program monitoring, if necessary
5. Prepare or review of HUD submissions such as Annual Action Plans, Amendments, or Assessment of Impediments to Fair Housing, CAPER
6. Other assistance as requested
7. Assist with CDBG subrecipient planning, application process, and necessary technical assistance
8. On-call phone or email support related to the CDBG program as needed

(collectively, the “Project”)

Owner and Provider agree as follows:

ARTICLE 1 – SERVICES OF PROVIDER

1.01 Scope

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

B. The Agreement is structured as a time and materials contract, with technical assistance services to be billed at an hourly rate of \$100.00. Direct costs (travel, printing, postage, etc.) will be billed at cost. The total amount of the contract is not to exceed \$25,000.

C. Owner shall be responsible for, and Provider may rely upon, the accuracy and completeness of all written requirements, programs, instructions, data, and other written information furnished by Owner pursuant to this Agreement. Provider may use said documents in performing or furnishing services under this Agreement.

ARTICLE 3 – DEFINITIONS

3.01 *Defined Terms*

A. The terms used in this Agreement and Exhibits, including the singular and plural forms, have the meanings indicated in the following provisions:

1. Reserved.

2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Consultants* - Individuals or entities having a contract with Provider to furnish services with respect to this Project as Provider's independent professional associates, consultants, subcontractors, or vendors.

4. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

5. *Documents* - Data, reports, Drawings, Specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Provider to Owner pursuant to this Agreement.

6. *Effective Date of the Agreement* - The date indicated in this Agreement on which it becomes effective. If no such date is indicated, it means the date on which the last party duly executes this Agreement.

7. *Laws and Regulations; Laws or Regulations* - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, and authorities.

8. *Reserved.*

9. *Reserved.*

10. *Work* – The various identifiable parts required to be provided under the Contract Documents. Work includes and is the result of performing or providing all equipment, labor, services, and documentation.

ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES

4.01 Commencement

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

4.02 Time/or Completion

A. Provider shall complete its obligations within a reasonable time. Specific periods of time for rendering specific services are set forth in Exhibit C, and are hereby agreed to be reasonable.

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

C. If, through no fault of Owner, such periods of time or dates are changed, or the orderly and continuous progress of Provider's services are impaired, or Provider's services are delayed by reason of any error, inconsistency or omission of Provider, Provider shall compensate Owner for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay. In addition, Provider shall provide all necessary services at its own cost, including any overtime costs and expenses, required to make up time lost to Owner because of such delay.

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

ARTICLE 5 – INVOICES AND PAYMENTS

5.01 Invoices

A. Preparation and Submittal of Invoices. Provider shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Provider shall submit its invoices to Owner no more than once per month along with

reasonable supporting detail. Owner shall pay approved amounts no later than 60 days after receipt or as Owner's standard practices allow.

5.02 Payments

A. Prior to final payment to Provider, Provider shall furnish evidence satisfactory to Owner that there are no claims, obligations or liens outstanding in connection with its services. Acceptance of final payment shall constitute a waiver of all claims by Provider for compensation for its services.

B. Should there be any claim, obligation or lien asserted before or after final payment is made that arises from Provider's services, Provider shall reimburse Owner for any costs and expenses, including attorneys' fees, costs and expenses, incurred by Owner in satisfying, discharging or defending against any such claim, obligation or lien, including any action brought or judgment recovered, provided Owner is making payments or has made payments to Provider in accordance with the terms of this Agreement.

C. Should Provider or its consultants fail to perform or otherwise be in default under the terms of this Agreement, Owner 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 Owner from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professionals providing the related services performed or furnished by Provider 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. Provider shall be responsible to Owner for the costs of any errors or omissions of the Provider or of consultants retained by Provider.

B. Reserved

C. Provider may retain such Consultants as Provider deems necessary to assist in the performance or furnishing of the services, subject to written approval of Owner. The retention of such Consultants shall not reduce the Provider's obligations to the Owner under this Agreement.

D. Reserved.

E. Provider and Owner shall comply with applicable Laws and Regulations. Provider shall comply with Owner-mandated standards that Owner has provided to Provider in writing.

F. Provider guarantees the performance of any Sub-Contractor and assumes responsibility for any Sub-Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

G. All Contract Documents and Applications for Payment shall be subject to Owner approval.

6.02 Use of Documents

A. Upon the making of final payment to Provider, Owner shall receive ownership of the property rights of all of the Documents prepared, provided or procured by Provider or by consultants retained by Provider. All Documents prepared, provided or procured by Provider or by consultants retained by Provider shall be distributed to Owner. All Documents whether printed or electronic media format, and including AutoCad drawings, shall be provided to Owner at anytime upon the Owner's request. If this Agreement is terminated pursuant to Paragraph 7.04.B, Owner shall receive ownership of the property rights of the Documents upon payment for all services rendered according to this Agreement, at which time, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Provider or one of its Consultants.

B. Owner may use, reproduce or make derivative works from the Documents for extensions of the Project or other projects without the prior authorization of Provider or its consultant. However, Owner's use of the Documents for derivative work without Provider's authorization or involvement is at Owner's sole risk unless negligence of the Provider's work is the cause of any damages.

C. Similarly, Provider shall obtain from its consultants property rights and rights of use that correspond to the rights given by Provider to Owner in this Agreement.

D. 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.

E. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

F. The Provider may not use the information gathered or the Documents created for this Project at the Owner's expense without the written consent of the Owner.

6.03 Insurance

A. Before commencing its services and as a condition of payment, Provider shall procure and maintain insurance as set forth in Exhibit D, "Insurance", which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Provider or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Provider shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Provider.

B. Provider shall require its consultants to maintain Comprehensive General Liability, Automobile Liability, Workers Compensation and Professional Liability coverage with a company satisfactory to Owner and with limits acceptable to Owner.

C. Provider shall maintain Professional Liability insurance with a company satisfactory to Owner for claims arising from any negligent act, error, or omission of Provider under this Agreement, which shall be a practice policy written for the amounts set forth in Exhibit D, "Insurance" with a deductible not to exceed \$100,000. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Provider for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Provider. The deductible shall be paid by Provider.

D. Provider shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit D, and a copy of its Professional Liability policy. Such certificates and policy shall be furnished prior to commencement of Provider'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 Owner. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Provider and its Professional Liability insurance carrier shall notify Owner within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. Owner shall have the right to notify directly Provider's Professional Liability insurance carrier of a claim against the policy.

6.04 *Suspension and Termination*

A. *Suspension.*

1. By Owner: Owner may suspend the Project upon 30 days written notice to Provider.

2. By Provider: If Provider's services are substantially delayed through no fault of Provider, Provider may, after giving 30 days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. 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.

b. By Provider:

1) upon seven days written notice if Owner demands that Provider furnish or perform services contrary to Provider's responsibilities as a licensed professional; or

2) upon seven days written notice if the Provider's services for the Project are delayed or suspended for more than 90 days for reasons beyond Provider's control.

2. For convenience,

a. By Owner effective upon Provider's receipt of notice from Owner.

C. Effective Date of Termination. The terminating party under Paragraph 6.04 B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Provider 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 7.04, Provider will be entitled to invoice Owner 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 Owner. Prior to the effective date of termination, the Provider will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Provider.

F. Term of the Contract. If this agreement is not breached or terminated by either party prior to one year from the Effective Date, all terms of the contract automatically terminate and are void and null as of that date unless both parties agree in writing and attach to this document as an addendum an alternate date of the termination of the contract declaring the contract no longer enforceable.

6.05 *Controlling Law and Venue*

A. This Agreement shall be governed by the law of the State of Indiana and venue shall be in the state courts of Elkhart County, Indiana.

6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Provider each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Provider (and to the extent permitted by Paragraph 7.06B the assigns of Owner and Provider) 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 Owner nor Provider 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 Owner or Provider to any Contractor, Contractor's subcontractor, supplier, 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 Owner and Provider and not for the benefit of any other party.

6.07 Dispute Resolution

A. Owner and Provider 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 Provider

A. To the fullest extent permitted by law, Provider shall indemnify and hold harmless Owner, and Owner'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 Providers, 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 Provider or Provider's officers, directors, partners, employees, or Consultants.

6.09 *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 Owner and Provider, 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. Reserved.

G. Reserved

ARTICLE 7 – E-VERIFY REQUIREMENT

7.01 *Terms*

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

7.02 *Enrollment and Participation*

A. Pursuant to I.C. § 22-5-1.7 *et seq.*, Provider 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. Provider shall provide Owner with documentation that it is enrolled and participating in the E-Verify program.

7.03 Affidavit

A. Provider 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 Provider and delivered to Owner along with the documentation of the E-Verify program enrollment and participation.

7.04 Subcontractors

A. Should Provider subcontract for the performance of any work under this Agreement, the Provider 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. Provider shall maintain a copy of such certification for the duration of the term of any subcontract.

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

7.05 Employment of Unauthorized Aliens

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

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

7.06 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 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "Provider's Services," consisting of 1 page.
- B. Exhibit B, "Owner's Responsibilities," consisting of 1 page.
- C. Exhibit C, "Payments to Provider for Services and Reimbursable Expenses," consisting of 1 page.
- D. Exhibit D, "Insurance," consisting of one page.
- E. Exhibit E, "Affidavit of E-Verify Enrollment and Participation" consisting of one page.
- F. Exhibit F, "Certification Statement Regarding Investments in Iran," consisting of one page.
- G. Exhibit G, "Title VI Notice" consisting of two pages."

8.02 *Total Agreement*

A. This Agreement constitutes the entire agreement between Owner and Provider 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.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Provider and Owner shall designate specific individuals to act as Provider's and Owner's representatives with respect to the services to be performed or furnished by Provider and responsibilities of Owner 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. Provider 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. Provider 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 Owner.

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

OWNER: City of Elkhart, Indiana, Redevelopment Commission		PROVIDER: Community Planning Insights	
By:	Sandra Schreiber	By:	Aaron Sorrell
Title:	Chairperson	Title:	Owner and Principal
Date Signed:		Date Signed:	
Address for giving notices:		Address for giving notices:	
City of Elkhart, Community Development		128 McDaniel Street	
201 S. Second Street		Suite D	
Elkhart, Indiana 46516		Dayton, Ohio 46405	

Designated Representative:		Designated Representative:	
Title:	Community Development Department	Title:	Aaron Sorrell
Phone Number:	574-294-5471	Phone Number:	937-331-8333
Facsimile Number:		Facsimile Number:	
E-Mail Address:		E-Mail Address:	aaron.sorrell@cpi-planning.org

This is **EXHIBIT A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Provider for Professional Services**

Provider's Services

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

Owner's Responsibilities

Owner shall be responsible for providing the following to Provider for use on this project:

- A. Designate in writing a person to act as Owner's representative with respect to the Provider Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Provider services for the Project, subject to the approval of the Owner.
- B. Provide all criteria and full information as to Owner's requirements for the project, including performance requirements, flexibility and expandability, and any budgetary limitations.
- C. Assist Provider by providing all available information pertinent to the Project including, but not limited to, the following:
 - 1. Previous reports and any other data relative to the Project.
 - 2. Data prepared by others and professional interpretations relating to such data.

This is **EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Provider for Professional Services**

Payments to Provider for Services and Reimbursable Expenses

Technical assistance services will be billed at an hourly rate of \$100.00. Direct costs (travel, printing, postage, etc.) will be billed at cost. Provider's services will be billed monthly. Payment shall be made under the provisions of Article 5. If the Owner has questions or comments concerning our services or charges during the course of the work, they are to be brought to Provider's attention immediate so that any problem can resolved quickly.

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

Insurance

The limits of liability for the insurance required by paragraph 6.03 of the Agreement for Provider 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 E**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Provider for Professional Services**
AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, **Aaron Sorrell** 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 **Community Planning Insights** (“Provider”) in the position of **Owner and Principal**.
3. I am familiar with the employment policies, practices, and procedures of Provider and have the authority to act on behalf of the Provider.
4. Provider 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. Provider does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Provider 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 _____, 2023.

Printed: _____

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the
Agreement between Owner and Provider for Professional Services
CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, _____, certify to the following:

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

EXECUTED THIS _____ DAY OF _____, 2023.

Printed: _____

RESOLUTION NO. 23-R-097

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING LACASA CONTRACT
FOR OWNER OCCUPIED HOME INSPECTION SERVICES

Whereas, The Commission desires to employ LaCasa, Inc. to provide Owner Occupied Home Inspection Services (the "Services") under the City's Owner Occupied Housing Rehabilitation Program on a 2-year contract all as more fully described in the attached Contract for CDBG Owner Occupied Home Inspection Services Agreement attached hereto (the "Agreement"); and

Whereas, the Commission has reviewed the Agreement and believes it is in the best interest of the City and its inhabitants to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of LaCasa, Inc. to provide the Services pursuant to the terms set forth in the Agreement;
2. The Commission approves the form and content of the Agreement and all attachments and exhibits thereto.
3. The Commission appropriates the sum of \$20,000 from the Community Development Block Grant Program Funds to cover the cost of the Services.
4. The Officers of the Commission are hereby authorized to execute and deliver the Agreement and to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF DECEMBER 2023.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

Contract for CDBG Owner Occupied Home Inspection Services

This contract for professional services is by and between the City of Elkhart, Community Development, Department of Planning & Development, Community and Redevelopment Division, hereinafter called ("Community Development,") acting herein by and through its Redevelopment Commission, and _____ an Indiana not-for-profit corporation, ("Consultant");

WHEREAS, Community Development desires to engage the consultant as an Independent Contractor to render certain technical assistance services in connection with its Owner Occupied Rehabilitation Program; and

WHEREAS, Consultant is willing to provide the services required, on that basis, in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Employment of Consultant

Community Development employs the Consultant to perform, and the Consultant agrees to perform the following Scope of Services in accordance with the terms hereof.

2. Scope of Services

Contractor will provide the following services:

- Visually inspect for lead-based paint hazards and any other hazardous material containers on property
- Prepare scope of work and notify city staff when lead risk assessments are required, identifying code and/or safety issues
- Prepare lead requirement work sheet (if applicable)
- Prepare cost estimates consistent with CDBG guidelines for owner occupied rehabilitation program
- Conduct a walkthrough of the property with contractors during bidding process
- Take before and after pictures
- Perform a final inspection report certification
- Other services in furtherance hereof as Community Development reasonably determines are necessary

3. Term of Contract

The original term of this contract shall commence on **January 1, 2024** (the "Effective Date") and shall terminate on **December 31, 2025**. **Notwithstanding the above, either party may terminate this contract at any time during the term hereof by providing the other party 30 days prior written notice, in which event all services will be terminated upon the expiration of that notice period. In the event of such termination, Community Development will pay for only those services actually performed to the date of termination.**

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available to Community and Redevelopment and necessary for the carrying out of the work outlined above, shall be furnished to the Consultant by Community and Redevelopment and its agencies. No charge will be made to the Consultant for such information, and Community and Redevelopment and its agencies will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

City will pay Consultant for the Services performed at the rate of \$65.00 per hour, not to exceed a total contract fee of \$20,000.00.

The consultant shall submit monthly invoices for services performed on the 15th day of each month to Community Development for payment. The invoices will be paid in accordance with City's standard payment cycle. Each invoice shall summarize the assigned tasks completed per property during the preceding payment period. The Consultant agrees to keep accurate records and shall make them available to Community and Redevelopment for inspection and copying upon request.

6. Independent Contractor

Consultant shall perform as an independent contractor, and not as an agent or employee of City or any Department thereof. Consultant shall have no power or authority to act on behalf of the City or bind the City or any Department thereof to any Contract. Consultant shall carry adequate insurance to cover its employees and itself from any liability for injury to person or property arising from the performance of its duties, including workmen's compensation insurance for its employees, and will provide proof of such insurance to Community and Redevelopment on request.

7. Taxes

Consultant shall timely file all tax returns required by law and pay its own taxes incurred from income generated on this project, and understands Community and Redevelopment will not withhold or pay on behalf of Consultant or any of its employees: (a) federal, state, or local income taxes; (b) any payroll tax or social security tax; or (c) any kind of employee benefit.

8. Compliance with Law

The Consultant affirms it will perform its duties hereunder in compliance with all applicable laws and regulations including its duty to not discriminate against any employee or applicant for employment relating to this contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee's or applicant's race, religion, age, color, sex, disability, national origin, ancestry, status as a veteran or any other characteristic protect by federal, state or local law ("Protected Characteristics"). Consultant certifies compliance with the applicable laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of the Services. Breach of this paragraph may be regarded as a material breach of the contract.

9. Indemnification

The Consultant shall indemnify and hold harmless City, its Departments, Boards and Commissions, Community and Redevelopment, its officers, agents and employees from and against all loss, damage, cost, or expense, including attorney's fees, by reason of any claim arising as a result of Consultant's performance of its duties hereunder.

10. Default

If Community Development fails to pay Consultant for its Services as required herein, or Consultant fails to perform as required herein, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, the non-defaulting party may claim default, and terminate this agreement. Community Development will be responsible to pay for work actually performed by Consultant to the date of termination.

11. Bankruptcy, Insolvency

As this is a personal service contract, and Community Development is relying on the expertise of Consultant and its ability to complete the entire scope of work, the parties agree that if an order for Relief is entered against Consultant under the US Bankruptcy Code, or Consultant makes an Assignment for the Benefit of Creditors, or a receiver is appointed for Consultant, the Consultant shall be deemed in default hereunder and this Agreement shall terminate immediately, without notice of default or further liability to Consultant, except for payment for those services already performed, and Community Development shall have the right to replace Consultant.

12. Drug-Free Workplace

Consultant covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Consultant will give written notice to Community Development within ten (10) days after receiving actual notice that the Consultant, or an employee of the Consultant in the state of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, termination of this Contract and/or debarment of contracting opportunities with the City for up to three (3) years.

13. Certification of Compliance

Attached hereto as **Schedule 1** is Consultant's signed Certification of Compliance with I.C. 22-5-1.7, which is incorporated herein by reference.

14. Notices

Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown herein, as amended from time to time, by means sufficient to show return receipt.

15. Amendment

This Contract may only be amended in writing, signed by the parties hereto.

16. Entire Agreement

This Contract and all attachments hereto contain the entire agreement of the parties, and all prior

negotiations and discussions are merged herein.

17. Terms and Conditions

This Contract is subject to the provisions titled, "Part II Terms and Conditions," attached hereto and incorporated by reference herein.

18. Addresses of Notices and Communications

City of Elkhart:
Assistant Director
Community Development
201 S 2nd Street Elkhart, IN 46516

Consultant: _____
Address
City, State and Zip

19. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or applications.

20. 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 shall be deemed stricken here from, and the remainder of the Contract shall continue in full force and effect.

21. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original.

22. Authorization

This Contract has been duly authorized by the governing boards of each party.

In Witness Whereof, this Contract is entered into by the parties as of the Effective Date. City of Elkhart, Indiana. Department of Planning & Redevelopment acting by and through its Redevelopment Commission

Sandy Schreiber, President Date

Consultant Date

CONTRACT FOR HOME INSPECTION

TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, Community Development shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

2. Termination for Convenience of Community Development

Community and Redevelopment may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Consultant. If the contract is terminated by Community Development as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes

Community Development may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultants compensation, which are mutually agreed upon by and between Community Development and the Consultant, shall be incorporated in written amendments to this contract.

4. Personnel

A.) The Consultant represents that it has, or will secure, at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with Community Development.

B.) All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

C.) None of the work or services covered by this contract shall be subcontracted without the prior approval of Community Development. Any work or services subcontracted hereunder shall be subject to each provision of this contract.

5. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Community Development; provided, however, that claims for money by the Consultant from Community Development under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to Community Development.

6. Compliance with the Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Consultant shall hold Community Development harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this contract.

7. Access to Records

The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the Community Development to assure proper accounting for all project funds. These records will be made available for audit purposes to Community Development or any authorized representative, and will be retained for three years after the expiration of this contract unless permission to destroy them is granted by the Community Development.

8. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Section 109 of the Housing and Community and Redevelopment Act of 1974

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

10. Conflict of Interest Clauses

Interest of Members of Community Development

No member of the governing body of the Community Development and no other officer, employee, or agent of Community Development who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and the Consultant shall take appropriate steps to assure compliance.

Interest of Consultant and Employees

The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants

that in the performance of this contract, no person having any such interest, shall be employed.

Executive Order 11246, Section 202 Equal Opportunity Clause (contracts over \$10,000)

During the performance of this contract, the Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Community Development setting forth the provisions of this non-discrimination clause.

B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each sub-Consultant, provided that the foregoing provisions shall not apply to contracts or sub-Consultants for standard commercial supplies or raw materials.

D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City's Department of Community Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Consultant's noncompliance with the non-compliance clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the provisions of paragraphs (A) through (G) in every sub contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant or vendor. The Consultant will take such

action with respect to any subcontract or purchase order as the City's Department of Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub- Consultant or vendor as a result of such direction by the City's Department of Community Development, the Consultant may request the United States to enter such litigation to protect the interests of the United States.

Special Equal Opportunity Provisions

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended. During the performance of this contract, the Consultant agrees as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Consultant shall incorporate foregoing requirements in all subcontracts.

Rehabilitation Act of 1973, Section 504 Handicapped (If \$2,500 or over)

Affirmative Action for Handicapped Workers

A. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals. The terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Consultant will include the provisions of this clause in every subcontract of purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Age Discrimination Act of 1975 (for contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal financial assistance.

Executive Order 13465 of June 6, 2008 CE-Verify)

Consultant agrees to participate in the E-Verify system to confirm employment eligibility.

_____ (Consultant) the undersigned, has read and fully agrees to this Affirmative Action Plan, and becomes a part to the full implementation of this program.

Consultant _____
Address _____
City, State and Zip _____

SCHEDULE 1
CERTIFICATION OF COMPLIANCE WITH I.C. 22-5-1.7.

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

E-VERIFY REQUIREMENT:

1. All terms defined in Indiana Code 22-5-7.1 et.seq. apply hereto.
2. Consultant 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. Consultant does not knowingly employ an unauthorized alien.
4. Any Sub Consultant 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. Consultant shall maintain a copy of such certification for the duration of each subcontract.
5. Consultant and Sub Consultants 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 Consultant or Sub Consultant.
6. The E-Verify requirements will not apply should the E-Verify program cease to exist.

ANTI:IRAN INVESTMENT REOUIREMENT

Consultant 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.

Date: _____

Consultant: _____



City of Elkhart

Title VI Notice

It is the public policy of the City of Elkhart to provide all of its citizen's 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: titlevicoordinator@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

Printed Name

Date

The City of Elkhart Title VI Policy may be accessed here:
<https://elkhortindiana.org/government/humon-resources/#tab-b900fced1bdffd36578>



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

thefirm@warrickandboyn.com

www.warrickandboyn.com

Taxpayer I.D. 35-1036189

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

Page: 1
 November 30, 2023
 Account No: 26399-000M
 Statement No: 180500

Attn: Sherry Weber

Re: General Services

Payments received after 11/30/2023 are not included on this statement.

Previous Balance \$78,145.41

Fees

		Hours	
11/01/2023	CTP Review and revise Loan and Development Agreement re: CONCORD MALL	2.10	624.75
	CTP Draft opinion letter on use of TIF for staff education.	1.60	476.00
	CTP Review RFP. Email M. Huber re: same. RE: WOODLAND CROSSING	0.80	238.00
	GDB Respond to Mike re: whether ready to RFP in November without title. Review our last draft of Amendment 2 to Declaration and teleconf with Mary re: sending that draft for Kroger's review re: WOODLAND CROSSING	0.80	255.00
	GDB Review memorandum re: BPW transfer of title and response from John E. E-mail Mike to clarify. Revise two Resolutions and send to John E. re: CENTRAL GREEN/CENTRAL PARK	1.00	318.75
	GDB Review Herkamp e-mails and Closing Statement with Heart City re: closing on that sale. Update Commissioners re: WOODLAND CROSSING	0.30	95.63
	GDB Review proposed legal opinion on TIF funding of Ed. Sessions and respond	0.30	95.63
	GDB Review Jamie's update on back due payments re: LEXINGTON PARK LOAN	0.20	63.75
11/02/2023	CTP Telephone call with S. Herkamp re: Amendment to Declaration. Review redraft of Amendment. Email M. Huber re: same. RE: WOODLAND CROSSING	0.90	267.75
	CTP Video call with ICP team. Research requirements for use of EDIT funds. RE: CONCORD MALL	2.30	684.25
	CTP Review Economic Development Agreement. Summarize potential changes. Video call with Holladay team. RE: PARKWAY AT 17	2.30	684.25
	GDB Review J. Espar's request for Word copy of		

Re: General Services

		Hours	
	Council Resolution. Forward to Ice Miller to provide. Check file. Confirm 12/4 Public Notice was sent to Truth re: EOZ/ZONE 1	0.50	159.38
GDB	Review draft of Development Agreement in preparation for Teams meeting. Teleconf with Randy Rompola re: removing loan provision and Barnes & Thornburg providing revisions. Teams meeting with Mike and Developer. E-mail Randy re: results of teleconf re: PARKWAY @ 17	1.60	510.00
GDB	E-mails with Brent re: issues with getting parties to sign off on Settlement Agreement. Review e-mail chain among counsel re: ICE MILLER/G & W	0.40	127.50
GDB	Review RFQ and Form of Contact for demolition. Draft Resolution to award contract re: 1000 BLOCK S. MAIN	1.00	318.75
GDB	Finalize and print Resolution with legals accepting BPW transfers re: CENTRAL GREEN	0.30	95.63
GDB	Teleconf with Developer and staff re: proposed loan terms. Research issues raised and e-mail all re: revisions to be made to draft of Development Agreement re: CONCORD MALL	1.80	573.75
GDB	Review latest revisions to Amendment 2 made by Herkamp re: WOODLAND CROSSING	0.20	63.75
11/03/2023	CTP Multiple emails with S. Weber and G. Balsano re: Notice of Hearing and Tax Impact Statement re: ZONE 1	0.50	148.75
	CTP Review old correspondence and resolution. Email A. Fann re: BERGERSON SCREW PROPERTY	0.70	208.25
	CTP Research public access to confidential financial records re: CONCORD MALL	0.90	267.75
	GDB Review draft of 2012 agreement re: HABITAT/BERGERSON	0.20	63.75
	GDB Respond to Jason Semlar re: who gets the Guaranty financials re: CONCORD MALL	0.10	31.88
	GDB Review draft of Agenda and Mike's changes. Respond re: same. E-mails re: BOAC requests. Review Resolutions	1.00	318.75
	GDB Review revised Resolutions and add Notary/Prepared By language for recording re: PARKWAY @ 17	0.20	63.75
	GDB Review revised Resolutions and add Notary/Prepared By language for recording re: EOZ/ZONE 1	0.20	63.75
11/06/2023	CTP Review and revise latest draft of Development Agreement RE: CONCORD MALL	1.70	505.75
	CTP Review latest draft of Development Agreement RE: PARKWAY AT 17	0.80	238.00
	GDB Review and finalize Resolution copies to be recorded re: WEST 78	0.30	95.63
	GDB Review and finalize Resolution copies to be recorded re: PARKWAY @ 17	0.30	95.63
	GDB Review R. Rompola's revisions to Development		

Re: General Services

		Hours	
	Agreement and respond to Mike. Review and print Resolution for meeting re: PARKWAY @ 17	0.80	255.00
GDB	Review two Council Ordinances and timetable. and respond re: EOZ/ZONE 1	0.30	95.63
GDB	Review J. Espar's e-mail re: need for legal description, color-coded map, cover letter and Mike's response re: EOZ/ZONE 1	0.30	95.63
GDB	Review Developer's re-draft of Loan Agreement and exhibits re: CONCORD MALL	2.00	637.50
GDB	Teleconf with Mike re: procedure to offer to purchase and negotiation of purchase agreement. Review \$36-7-14-19 and 19.5 and e-mail procedure to Mike. Check Acquisition List re: CASE BUILDING	1.00	318.75
11/07/2023	CTP Conference re: Development and Loan Agreement. Email M. Huber re: suggested revisions. RE: CONCORD MALL.	0.80	238.00
GDB	Review Developer's revisions and e-mail Mike and Kristin comments. Conference re: additional concerns re: Exhibit E detail and note/due on sale re: CONCORD MALL	1.60	510.00
11/08/2023	CTP Telephone call with M. Huber re: revisions to Development and Loan Agreement. Revise Development and Loan Agreement and email same to M. Huber RE: CONCORD MALL.	2.80	833.00
CTP	Video conference with M. Huber, R. Rompola, and Baker Tilly RE: PARKWAY AT 17.	0.50	148.75
GDB	Review Mike's e-mail and respond re: due dates and test for forgiveness re: CONCORD MALL	0.30	95.63
GDB	Team meeting with Randy, Mike and Baker Tilly re: timetable and information needed for drafting re: PARKWAY @ 17	0.60	191.25
GDB	Review and revise Development and Loan Agreements. Review Mike's response to Developer and conference re: same re: CONCORD MALL	1.20	382.50
GDB	Confirm average of two appraisals. E-mail re: CHASE BUILDING	0.20	63.75
11/09/2023	CTP Attend pre-agenda meeting	0.50	148.75
CTP	Revise Economic Development Agreement. Multiple emails with bond counsel and Developer RE: PARKWAY AT 17	1.40	416.50
CTP	Revise Loan and Development Agreement. Email M. Huber re: same. RE: CONCORD MALL	0.80	238.00
GDB	Conference re: final changes to Development Agreement. Review file for total project cost. Review Randy R.'s proposed change to 4(a)(i) and respond. Finalize Agreement and Resolution re: PARKWAY @ 17	1.20	382.50
GDB	Attend Pre-Agenda meeting	1.30	414.38
GDB	Conference with Mike re: additional proposal on forgivable note. Conference re: same.		

Re: General Services

		Hours	
	Draft revisions. Review final changes re: CONCORD MALL	1.10	350.63
GDB	Review and print Plan Commission Resolution 23-R-079 and related documents re: EOZ/ZONE 1	0.30	95.63
11/13/2023	CTP Review latest draft of Development and Loan Agreement RE: CONCORD MALL	0.60	178.50
	CTP Update final version of Economic Development Agreement RE: PARKWAY AT 17	0.30	89.25
	GDB Review B. Huber's e-mail and SFI proposal. Draft Resolution and circulate to Commissioners re: potential addition to Agenda re: ICE MILLER/LA BOUR	0.70	223.13
	GDB Finalize and attach revised Development Agreement to Resolution. Review same. Review and respond to Mike re: moving to December Agenda re: PARKWAY @ 17	0.80	255.00
	GDB Prepare final Resolutions for meeting and contract for demolition re: 1000 BLOCK S. MAIN	0.20	63.75
	GDB Review latest draft of Development Agreement and e-mail Mike re: whether financial statements should be reviewed and guarantor approved before submitting loan documents for approval. Review e-mail to putting on December Agenda re: CONCORD MALL	1.00	318.75
	GDB Review Adam's e-mail re: tax credits pending with Advantix and affect of VRP. Conference re: same and respond to Adam re: Advantix proposed use. Review Purchase/Development Agreement and e-mail Brent Huber, et al. re: provisions on clean-up plan. Scan and e-mail Purchase/Development Agreement to Brent, et al. re: ICE MILLER/LA BOUR	1.30	414.38
11/14/2023	CTP Telephone call with M. Huber re: Loan and Development Agreement. Revise Loan and Development Agreement. Email Developer re: same RE: CONCORD MALL	1.10	327.25
	CTP Research simultaneous position on Redevelopment and Economic Development Commissions. RE: GENERAL	0.50	148.75
	CTP Attend Commission meeting	0.80	238.00
	GDB Review Mike H.'s e-mails re: response to Developer's changes. Conference re: same and revise Resolution. E-mail to all re: same and Agenda changes. E-mail to J. Espar re: procedure for final review and revisions re: CONCORD MALL	1.50	478.13
	GDB E-mail Sherry with follow-up list for Agenda items	0.60	191.25
	GDB E-mails with Brent re: who signs contract with EFI re: ICE MILLER/LA BOUR	0.20	63.75
	GDB Review revised Planning calendar. E-mail Randy R. to confirm they will send Public Notice to Truth for EDC meeting. E-mail Mike,		

Re: General Services

		Hours	
	et al. re: need to set time and place for EDC meeting re: PARKWAY @ 17	0.50	159.38
GDB	Review B. Huber's update and IDEM response to Roux proposal. Review B. Huber's e-mail with signed Settlement Agreement. E-mail client on desire to employ Ice Miller to supervise or oversee contract performance re: ICE MILLER/G & W	0.90	286.88
GDB	Review updated Resolution List and e-mail Sherry re: status of Quorum Count for meeting. Update Resolutions	1.00	318.75
GDB	Respond to Mary re: EGAP responsibility for '23/'24 billing on Common Areas re: WOODLAND CROSSING	0.20	63.75
GDB	Attend Aurora and Commission meetings	1.60	510.00
11/15/2023	CTP Research public bidding requirements. Email A. Fann re: same RE: DOWNTOWN	1.90	565.25
	CTP Review correspondence from Developer. Email Developer re: suggested revisions to Development and Loan Agreement RE: CONCORD MALL	0.40	119.00
	GDB E-mail Mary and Mike re: EGAP request to revise agreement to allow back rent collections re: WOODLAND CROSSING	0.30	95.63
	GDB E-mail Sandy re: conflicts issue. Follow-up on adopted Resolutions and Resolutions for December meeting. E-mail re: four December Agenda items	0.70	223.13
	GDB Revise Resolution for 12/4 meeting re: PARKWAY @ 17	0.20	63.75
	GDB Review latest draft to Resolution. Re-format and date same re: BROWNFIELDS ACCOUNT	0.30	95.63
	GDB Revise Resolution re: award of Demolition Contract and e-mail for review to Adam F. and Jacob Wolgamood. Review request for bids re: whether material defect on lowest bid and respond re: 1000 BLOCK S. MAIN	1.00	318.75
	GDB Review e-mail with IDEM closure letter and Request for Closing of real estate purchase by Millmark re: 1918 MARKLE/LE ROY'S	0.30	95.63
11/16/2023	CTP Research public bidding for property management services. Email M. Kaczka re: same RE: WOODLAND CROSSING	0.60	178.50
	CTP Letter to Council re: Ordinance for Creation of Economic Development Target Area RE: ZONE 1	0.80	238.00
	GDB Respond to B. Huber re: invite on EDC meeting. Respond to Sherry re: status of Public Notice. Respond to Sherry re: members of EDC re: PARKWAY @ 17	0.30	95.63
	GDB Review TIS and e-mail re: issues. Review cover letter re: EOZ/ZONE 1	0.60	191.25
	GDB Respond to Mary re: getting quote on service contracts re: WOODLAND CROSSING	0.30	95.63

Re: General Services

		Hours	
11/17/2023	CTP	Review Tax Impact Statement. Email G. Balsano re: revisions.	0.50 148.75
	CTP	Review Developer's revisions to Development and Loan Agreement. Telephone call with M. Huber re: same. RE: CONCORD MALL	0.60 178.50
	CTP	Review and email G. Balsano re: costs of issuance RE: ZONE 1	0.30 89.25
	GDB	Teleconf from G. Balsanore: our estimated fees to be recovered from bond proceeds re: PARKWAY @ 17	0.30 95.63
	GDB	Review Bradley quote. Draft Resolution. Review potential contract for services terms. E-mail Mary re: contract terms to clarify with Resolution draft re: WOODLAND CROSSING	1.70 541.88
	GDB	Update Economic Development Agreement draft re: PARKWAY @ 17	0.20 63.75
	GDB	Review Developer's revisions. E-mail Mike, Kristen and John E> re: problem with cure period request re: CONCORD MALL	0.50 159.38
	GDB	Conference re: Auditor's requirement to include site drawing with Resolutions to be recorded. Review file for same and attach to Resolutions to record re: WEST 78	0.60 191.25
	GDB	Conference re: calculating Warrick & Boyn, LLP fees on Phase 2 bonds in relation to Amendment 1 Cap on fees Developer to pay and what Baker Tilly needs in bond cost estimate re: EOZ ZONE 1	0.70 223.13
	BAS	Went to Elkhart Co. Recorder to have Resolution Nos. 23-R-077 and 22-R-080 recorded. Resolutions rejected for recording.	0.30 45.00
	BAS	Went to Elkhart Co. Recorder to have Resolution Nos. 23-R-049 and 23-R-078 recorded. Resolutions rejected for recording. Print and add Exhibit A map to resolutions	0.50 75.00
11/20/2023	CTP	Review email correspondence. Email J. Hurtuk re: approval of revisions to Agreement. RE: CONCORD MALL	0.30 89.25
	GDB	Review revised TIS and Public Notice and respond. Review updated timetable re: EOZ/ZONE 1	0.60 191.25
	GDB	Review and approve Restrictive Covenant(s) for signature. Check recording requirements. E-mail Mary re: LA CASA/1308 MAGNOLIA	0.40 127.50
	GDB	Prepare for Teams meeting. Review issues to discuss re: WOODLAND CROSSING	0.30 95.63
	GDB	Teleconf with developer's counsel re: getting Non-Disclosure Agreement from Baker Tilly and who needs to be on phone call re: CONCORD MALL	0.30 95.63
	GDB	Review Mary's response re: property management/maintenance/leasing contracts and duties re: WOODLAND CROSSING	0.30 95.63

Re: General Services

			Hours	
11/21/2023	CTP	Video call with EGAP team RE : WOODLAND CROSSING	0.30	89.25
	CTP	Video call with ICP team re: finalizing Development and Loan Agreement RE: CONCORD MALL	0.30	89.25
	GDB	Teleconf with EGAP and Mike re: collection of past due accounts and status of Kroger's response re: WOODLAND CROSSING	0.40	127.50
	GDB	Review e-mails with legals for 3A and 4A. Review Mike's e-mail re: dates for Council action and Redevelopment Confirming Resolution and Public Meeting re: EOZ ZONE 1	0.40	127.50
	GDB	Teleconf with parties re: financial statements for guaranty and procedure for execution of agreement and funding loans re: CONCORD MALL	0.40	127.50
	GDB	Download and scan legals as Exhibit A to Deed. Revise first page of Deed. E-mail to Nancy to insert and then record. E-mails to Adam, et al. re: same re: 535 W. LEXINGTON	0.70	223.13
	GDB	Review Baker Tilly's revisions to Non-Disclosure Agreement. E-mail agreement to Kristen to collect signatures re: CONCORD MALL	0.50	159.38
	GDB	Teleconf with LaVon Johnson re: Steve Watts' billing rate as new loan processor. E-mail Board and staff re: AURORA	0.40	127.50
11/22/2023	BAS	Went to Elkhart Co. Recorder to have Resolution Nos. 23-R-077 and 22-R-080 recorded.	0.30	45.00
	BAS	Went to Elkhart Co. Recorder to have Resolution Nos. 23-R-049 and 23-R-078 recorded.	0.30	45.00
11/27/2023	GDB	Review issues with signature page. E-mail Nancy W. and Maggie M. re: what is needed re: 535 W. LEXINGTON	0.40	127.50
	GDB	Review draft of Amendment 1 to agreement and respond to Mike and Mary re: WOODLAND CROSSING	0.60	191.25
11/29/2023	CTP	Research bond requirements for demolition contractor. Email J. Wolgamood re: same RE: DOWNTOWN	1.40	416.50
	GDB	Email Jacob W. re: bond requirements for contractor re: 1000 BLOCK S. MAIN	0.30	95.63
	GDB	Review EDC Resolution and report and respond re: same re: PARKWAY @ 17	0.50	159.38
	GDB	Review Mary's email re lease prorated at closing re: WOODLAND CROSSING	0.30	95.63
11/30/2023	CTP	Video call with M. Huber and A. Fann re: Freight Street RE: DOWNTOWN	0.40	119.00
	CTP	Revise Amendment to Purchase Agreement. Email same to S. Herkamp RE: WOODLAND CROSSING	0.90	267.75
	GDB	Review revisions to amendment to purchase agreement. E-mail Mary re: account to pay		

Re: General Services

	Hours	
Bradley re: WOODLAND CROSSING	0.40	127.50
GDB E-mails re: 'on hold' till 12/12 meeting.		
Review proposed timetable re: PARKWAY @ 17	0.30	95.63
GDB Review e-mails and respond to Sherry re:		
status of EDC Resolution for 12/4 meeting re:		
EOZ ZONE 1	0.30	95.63
GDB Revise Resolution to reject bid and award		
contract to Cross. E-mail re: status of		
contract re: 1000 BLOCK S. MAIN	0.50	159.38
GDB Review agreement and memoranda. Review update		
on Resolution appropriating funds from Adam		
re: KIOSKS	0.40	127.50
GDB Attend Teams meeting with Lisa Lee, et al. re:		
amended timetable and upcoming EDC and Council		
meetings re: EOZ/ZONE 1	0.30	95.63
GDB Review contract terms for Bradley contract.		
E-mail Mary re: need for detailed scope of		
services. Revise Resolution and send for		
packet. Draft form of contract and e-mail for		
review and formatting re: WOODLAND CROSSING	2.80	892.50
For Current Services Rendered	88.00	27,104.20

Advances

11/22/2023	Online legal research - October services, as follows: (General \$47.07; Concord Mall \$87.12; \$386.84 Woodland Crossing; \$28.06 EOZ/Zone 1)	549.09
	Total Advances	549.09
	Total Current Work	27,653.29

Payments

11/10/2023	Fee Payment - ACH payment	-31,036.43
11/10/2023	Advance Payment - ACH payment	-94.09
	Total Payments	-31,130.52
	Balance Due	<u>\$74,668.18</u>

Aged Due Amounts					
0-30	31-60	61-90	91-120	121-180	181+
74,668.18	0.00	0.00	0.00	0.00	0.00
Please Remit					<u>\$74,668.18</u>

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



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

thefirm@warrickandboyn.com

www.warrickandboyn.com

Taxpayer I.D. 35-1036189

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

Page: 1
November 30, 2023
Account No: 26399M

Attn: Sherry Weber

Payments received after 11/30/2023 are not included on this statement.

26399-000 Re: General Services

Balance
\$74,668.18

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

City of Elkhart
TIF Budget Summary
As of October 31th, 2023
(Unaudited)

	4445 - Downtown		4446 - Pierre Moran		4447 - Southwest	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		4,652,673.38		-		-
Revenues						
Spring Property Taxes	-	1,683,912.51	-	178,813.69	-	704,388.95
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	72,963.50	-	-	-	-
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	1,756,876.01	-	178,813.69	-	704,388.95
Expenses						
Personnel Services	6,771.46	51,223.80	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	35,866.72	148,816.30	-	-	-	-
Debt Service (Principle)	-	700,000.00	-	-	-	-
Major Moves Loan Payment	-	151,897.55	-	-	-	-
Interest Expense	-	599,343.26	-	-	-	-
Admin & Trustee Fee	-	1,500.00	-	-	-	-
Brownfield Services	-	3,072.75	-	-	-	-
State Grant Expense	-	-	-	-	-	-
Other Services & Charges	4,681.50	263,999.31	-	-	-	-
Contract Services	4,690.00	298,137.17	-	-	-	-
Infrastructure	-	200,574.25	-	-	-	-
Transfers (Out)	-	-	-	178,813.69	-	704,388.95
Total Expenses	52,009.68	2,418,564.39	-	178,813.69	-	704,388.95
Ending Cash		3,990,985.00		-		-
Less: Encumbrances		256,901.83		-		-
Estimated Ending Cash		3,734,083.17		-		-

City of Elkhart
TIF Budget Summary
As of October 31th, 2023
(Unaudited)

	4448 - Aeroplex		4449 - Sterling		4450 - Casopolis	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		1,407,076.75		-		12,412,196.31
Revenues						
Spring Property Taxes	-	242,634.60	-	187,693.81	-	1,870,718.32
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	918,500.00	918,500.00
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	-
Total Revenue	-	242,634.60	-	187,693.81	918,500.00	2,789,218.32
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	-	4,985.66	-	-	10,467.62	49,969.98
Debt Service (Principle)	-	-	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	-	-	-	-	-	-
State Grant Expense	-	-	-	-	-	-
Other Services & Charges	-	1,655.03	-	-	-	294,535.73
Contract Services	-	1,539.19	-	-	-	1,539.19
Infrastructure	-	-	-	-	-	968,173.29
Transfers (Out)	-	-	-	187,693.81	-	-
Total Expenses	-	8,179.88	-	187,693.81	10,467.62	1,314,218.19
Ending Cash		1,641,531.47		-		13,887,196.44
Less: Encumbrances		1,660.81		-		10,319,594.21
Estimated Ending Cash		1,639,870.66		-		3,567,602.23

City of Elkhart
TIF Budget Summary
As of October 31th, 2023
(Unaudited)

	4451 - Tech Park		4452 - Main Gateway		4453 - Consolidated	
	Current Month	Year to Date	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		996,801.90		-		6,791,100.64
Revenues						
Spring Property Taxes	-	143,190.15	-	190,702.06	-	16,545.70
Fall Property Taxes	-	-	-	-	-	-
State Grants	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	500.00
Rent Income	-	-	-	-	-	-
Sale of Property	-	-	-	-	-	-
Transfers (In)	-	-	-	-	-	1,261,598.51
Total Revenue	-	143,190.15	-	190,702.06	-	1,278,644.21
Expenses						
Personnel Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Professional Services	79.69	5,611.40	-	-	431,271.76	467,229.67
Debt Service (Principle)	-	-	-	-	-	-
Major Moves Loan Payment	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-
Admin & Trustee Fee	-	-	-	-	-	-
Brownfield Services	-	-	-	-	-	-
State Grant Expense	-	-	-	-	-	349,189.09
Other Services & Charges	-	3,615.05	-	-	-	355,742.74
Contract Services	400.00	3,139.19	-	-	2,237.50	561,823.69
Infrastructure	-	-	-	-	4,825.00	-
Transfers (Out)	-	-	-	190,702.06	-	-
Total Expenses	479.69	12,365.64	-	190,702.06	438,334.26	1,733,985.19
Ending Cash		1,127,626.41		-		6,335,759.66
Less: Encumbrances		135,548.41		-		1,029,555.92
Estimated Ending Cash		992,078.00		-		5,306,203.74

City of Elkhart
TIF Budget Summary
As of October 31th, 2023
(Unaudited)

	4692 - Downtown Capital		2552 - Redevelopment	
	Current Month	Year to Date	Current Month	Year to Date
Beginning Cash		68,478.32		-
Revenues				
Spring Property Taxes	-	-	-	-
Fall Property Taxes	-	-	-	-
State Grants	-	-	-	-
Miscellaneous	-	-	-	-
Rent Income	-	-	-	-
Sale of Property	-	-	-	44,068.50
Transfers (In)	-	-	-	-
Total Revenue	-	-	-	44,068.50
Expenses				
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Professional Services	-	-	-	-
Debt Service (Principle)	-	-	-	-
Major Moves Loan Payment	-	-	-	-
Interest Expense	-	-	-	-
Admin & Trustee Fee	-	-	-	-
Brownfield Services	-	-	-	-
State Grant Expense	-	-	-	-
Other Services & Charges	-	-	-	440.88
Contract Services	-	-	-	-
Infrastructure	-	-	-	-
Transfers (Out)	-	-	-	-
Total Expenses	-	-	-	440.88
Ending Cash		68,478.32		43,627.62
Less: Encumbrances		39,451.72		-
Estimated Ending Cash		29,026.60		43,627.62

Crossroads 41



Deal Points & Economics

Statistics

Units	252
Buildings	11
Site	21 Acres
Projected Residents	396+/-
Total Investment	\$49,044,557

Unit Mix

1 Bd, 1 Bath	126	730 SF	50%	\$950
2 Bd, 2 Ba	108	920	43%	\$1,435
3 Bd, 2 Ba	18	1,351 SF	7%	\$1,795

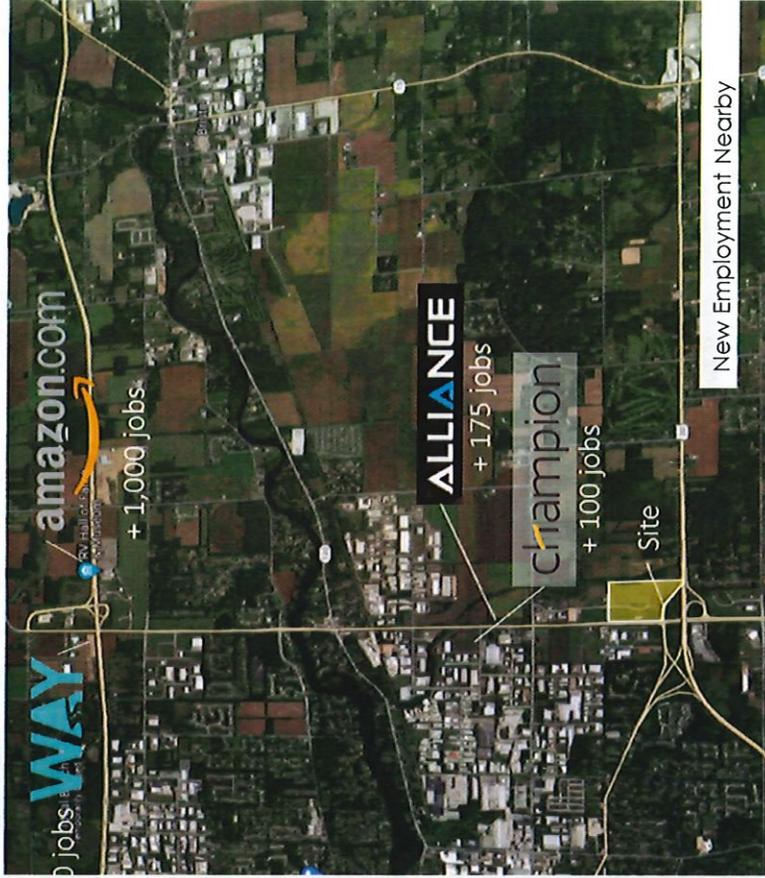
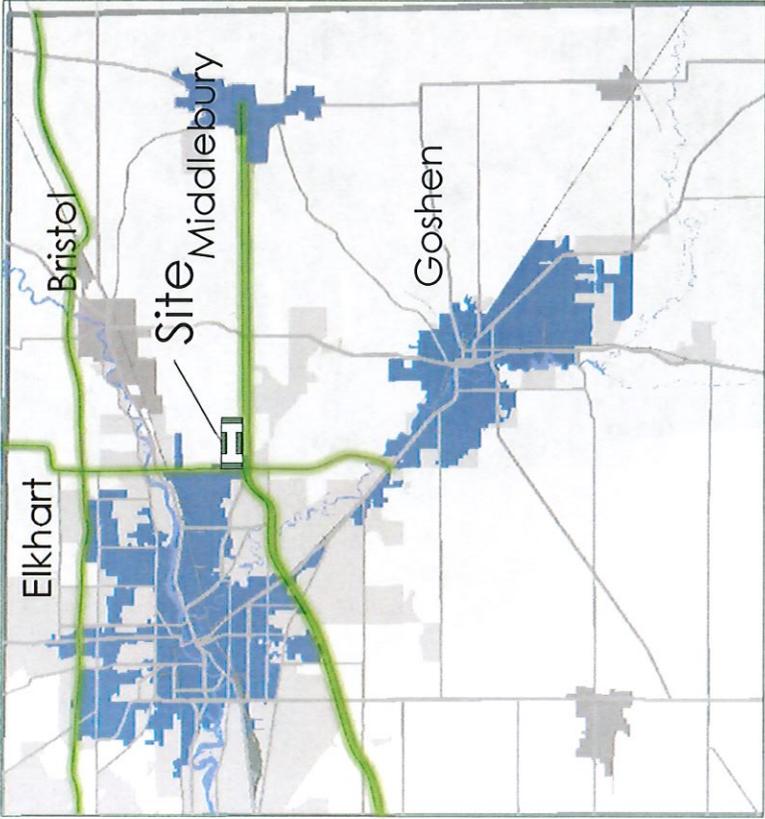
Drivers of Financing Gap

Interest Rates	Start of Project	Today
	4.52%	8.07%
Construction Pricing	\$160 psf	\$165 psf
Rental Rates	\$1.62 psf	\$1.41

* Interest Rate assumed Secured Overnight Financing Rate +2.75% based on feedback from regional financing institutions.

Proximity to Employment Nodes

- The location for the site provide superior access to work nodes within Elkhart and surrounding communities.
- With Holladay's track record of delivering quality communities, we strive to capture a large segment of the transient cohort who commutes into Elkhart on a day-to-day basis for work. **~37,000 Average Daily Commuters.**



Schedule

Start Date: 8/1/2024

