

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

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

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



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

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

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

AMENDED

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS TUESDAY, JULY 8, 2025 at 4:00 P.M.

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

To join, go

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

enter **2302 733 1211** as the event number and **RDC7** as the event password.

To join by phone, call **1-415-655-0001**, enter **2302 733 1211##**

*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
 - June 10, 2025 Regular Meeting Minutes
3. New Business
 - a) Open Bids
 - b) 2nd Street Tree and Planter RFQ
 - Grant permission to advertise the bid opportunity for planters, trees and other materials.

- c) **Woodland Crossing Renovations Phase 1 RFQ-P**
 - Approve and designate a Technical Review Committee and grant permission to issue a request for qualifications and request for proposals.
- d) **SoMa Commons Easement Parcels**
 - Approve easement allowance for Indiana Michigan Power Company on SoMa Commons parcels.
- e) **142 State Street Contract Extension (Second)**
 - Approve contract extension of time to complete renovation project at 142 State Street until December 31, 2025.
- f) **Woodland Crossing Budget Adjustment**
 - Approve budget increase adjustment for the 2025 Woodland Crossing Budget
- g) **Woodland Crossing Sign Bulbs**
 - Approve Premiere Signs quote for replacement of lights on monument sign at Woodland Crossing and appropriate \$6,157.12 from Special Fund #2560 Woodland Crossing Operating Fund to cover the cost of services.
- h) **Woodland Crossing Parking Lot Striping**
 - Approve Arnt quote for parking lot restriping at Woodland Crossing and appropriate \$19,485.00 from Special Fund #2560 Woodland Crossing Operating Fund to cover the cost of services.
- i) **Woodland Crossing Ancon Change Order for Demolition Services**
 - Approve Ancon contract change order for demolition services at Woodland Crossing and appropriate \$3910.00 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund.

4. Staff Updates

5. Other Business

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

9. Public Comment

10. Adjournment

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REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, JUNE 10, 2025
4:00 p.m.

PRESENT: Sandi Schreiber, Dina Harris Luke Lefever, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Mary Kaczka, Joshua Hofer, Chris Erb, Conway Hershberger, Greg Balsano (Baker Tilly), Alex Holtz, Crystal Welsh, Andy Jones

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

CALL TO ORDER

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

AMENDMENT OF AGENDA

Ms. Schreiber asked for a motion to amend the June 10, 2025, Regular Meeting Agenda. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

APPROVAL OF MEETING MINUTES

Ms. Schreiber asked for a motion to approve the May 13, 2025, Regular Meeting Minutes. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Minutes approved.

NEW BUSINESS

A. OPENING OF BIDS

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

B. 2025-2029 CITIZEN PARTICIPATION PLAN, 2025-2029 NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA), CDBG CONSOLIDATED PLAN, and 2025 ANNUAL ACTION PLAN PUBLIC HEARING

Ms. Mary Kaczka gave a presentation and addressed the commission to answer questions. Ms. Schreiber opened the public hearing. No one from the public was present to ask questions. Ms. Schreiber closed the public hearing.

C. BAKER TILLY PRESENTATION OF ANNUAL TIF REPORT

Mr. Greg Balsano from Baker Tilly presented the Annual TIF Report to the commission and answered questions.

D. ADOPTION OF NO EXCESS TIF STATEMENTS

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to acknowledge there is no excess TIF to be distributed. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

E. BOULDER RUN PUBLIC HEARING AND CONFIRMING RESOLUTION

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber opened the public hearing. No one from the public was present to ask questions. Ms. Schreiber closed the public hearing. Mr. Boyn noted on April 8 the commission approved and adopted a resolution which created the Boulder Run Economic Development Area, approved a plan for the area and a housing development program plan and established an allocation area for purposes of tax increment financing. That went before the Elkhart City Plan Commission. On May 5, 2025, it issued its order certifying the resolution plan conformed to the general plan of development for the City and it went before the Common Council on May 19, 2025, which approved the written order of the Plan Commission and the plan for the area to improve the designation of the area as an Economic Development area. On May 29, 2025, required public notice was published in the Elkhart Truth. Pending today is a motion to confirm that declaratory resolution, the findings determinations and designations and adopt the resolutions that were taken in that declaratory resolution, confirm the findings of fact, and determine it will be a public utility and benefit to proceed with the plan which is attached as exhibit C to that resolution. Ms. Schreiber asked for a motion to confirm that declaratory resolution all is set forth in the confirming resolution. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

F. BOULDER RUN TIF PLEDGE

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to pledge the tax increment revenues from the Boulder Run Economic Development Area to the payment of certain economic development tax increment revenue bonds of the City relating to that housing project as set with two different series of bonds with a length of 20 years and approve that resolution as presented. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

G. EMERALD CHASE ECONOMIC DEVELOPMENT AGREEMENT (B

Mr. Gary Boyn addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Emerald Chase Economic Development Agreement for Boulder Run that is attaches to the resolution and authorize the president to execute and attest that agreement in the form attached with such changes as the president shall approve, in the event there are any changes or additions that need to be made to it. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

H. ICE MILLER FUND APPROPRIATE ADDITIONAL FUNDS FOR LABOUR PUMP VRP SERVICES

Mr. Gary Boyn addressed the commission and answered questions. Ms. Schreiber asked for a motion to appropriate \$20,000 from Consolidated South Central Elkhart Economic Development/Redevelopment Area Allocation Areas Special Fund to apply to the payment of the current and future Ice Miller LaBour Pump VRP services billings as received. Any balance remaining after completion of all those services will be applied back to the appropriate account. Moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

I. AIRPORT ROOF REPLACEMENT

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the award of the Board of Aviation Commission (BOAC) project contract to Midland Engineering Company, Inc. and appropriate \$100,000 from the Aeroplex Allocation Area Special Fund to pay for the roof replacement project at the airport. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

J. ROBERTS ENVIRONMENTAL SERVICES AT 1101 EAST BEARDSLEY

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Roberts Environmental proposal to provide the services outlined in it, in an amount not to exceed \$144,000 and appropriate \$144,000 from the Brownfield Services account. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

K. PURCHASE 234 ST. JOSEPH STREET

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to appropriate \$40,000 from the Downtown Allocation Area No. 1 Special Fund to cover the costs associated with the acquisition of 234 St. Joseph Street with any excess funds remaining after closing on the purchase to be returned to the Downtown Allocation Area No. 1 Special Fund. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

L. DLZ AMENDMENT 1 TO ON-CALL CONTRACT

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the amendment to the DLZ Agreement as attached to the resolution. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

M. LABOUR PUMP EXPERT WITNESS

Mr. Gary Boyn addressed the commission and answered questions. Ms. Schreiber asked for a motion to appropriate \$29,000 from Brownfield Services Special Fund to apply payment of current and future expert witness fees as billed with any funds remaining after completion of all those services to be applied to the appropriate account. Moved by Ms. Harris. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

STAFF UPDATES

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

- **SR 19 Ribbon Cutting Ceremony** – held on June 16, 2025 at 10:30 a.m.
- **1101 Beardsley** – Roberts Environmental is on site doing additional well installations for monitoring as well as some injections.

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn May 2025 invoice in the sum of \$22,113.61. Moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

PUBLIC COMMENT

No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:57 p.m.

Sandra Schreiber, President

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 7/8/2025
Re: 2nd Street Planters - Request for Quotes

Development Services is requesting permission to receive quotes for acquiring concrete planters for trees to be placed along 2nd Street.

Public Works has planned to reconfigure 2nd Street, from Tyler St. to Jefferson St., which includes repaving and restriping for two-way traffic, angled parking, and traffic control changes. The Engineering Department met with Redevelopment Department staff to discuss an unused section of the west side of the roadway.

We have established that there is sufficient space to place planters along this unused portion of road to help calm traffic, create a more comfortable experience for pedestrians and businesses, and provide trees where there currently are none. Initial design indicates the need for 90 to 120 planters will be needed to line the west side of 2nd Street.

We are requesting the Redevelopment Commission allow for quotes to be received for the purchase of concrete planters to be placed along the west side of 2nd Street.



City of Elkhart
Community Development

REQUEST FOR QUOTES

The Redevelopment Commission of the City of Elkhart, Indiana will receive quotes for the following project: *2nd Street Planters*

Project Summary: The Redevelopment Department of the City of Elkhart has determined the need for traffic calming, pedestrian safety, and ornamental trees along 2nd Street, from Tyler St. to Jefferson St., and intends to place concrete planters in an unused portion of the roadway to fulfill this goal. It is estimated that 120 planters will be required.

Rectangular concrete planters with dimensions approximately 72” length, 36” width, and 30” height are desired. Planters should have straight or slightly tapered sides, be gray in color, have a relatively smooth finish, and an understated style in appearance. See Attachment A for conceptual illustration.

Reservoirs for planters, if available, are to be included as a separate item within the quote.

Delivery to Elkhart must be included in the quote as a separate item. The City will arrange for a delivery location along the street or in a yard permitting semi-truck traffic.

Longer rectangular concrete planters with dimensions approximately 96” length, 36” width, and 30” height meeting all of the above criteria are also being considered. If available, submit quotes for this size separately, including reservoir option, and delivery.

Quotes are to be mailed as:

2nd Street Planters

Attn. Sherry Weber, Development Services Office Administrator

City of Elkhart Permit Center

229 S 2nd St.

Elkhart, IN 46516

Quotes will be accepted during the hours of 8:00 a.m. to 4:30 p.m. (ET) Monday-Friday and up until 4:00 p.m. (ET) on Tuesday, August 12, 2025 (the Deadline). All quotes received by the Office Administrator prior to the Deadline will be reviewed at the meeting of the Redevelopment Commission scheduled to start at 4:00 p.m. (ET) on Tuesday, August 12, 2025. Any quote received after the Deadline will be returned unopened. After review of the quotes, the Commission will take action based on staff recommendation.

Questions may be directed to: Jacob Wolgamood at Jacob.Wolgamood@coei.org

A bid, proposal, or quotation submitted by a trust must identify each beneficiary of the trust and each settler empowered to revoke or modify the trust.

The Commission will award a contract to the lowest responsive and responsible quote. The Commission reserves the right to waive informalities or irregularities, and to reject any and all quotes or portions thereof.

City of Elkhart, Redevelopment Commission
Sandra Schreiber, President

ATTACHMENT A



Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 7/8/2025
Re: Woodland Crossing Renovations, Phase I – Technical Review Committee

It has been determined by Development Services, and its partners for the development of Woodland Crossing, that the design-build approach for project delivery is to be utilized to complete renovations in order to provide leasable spaces to future tenants.

Under IC 5-30-4, Design-Build process for Public Works projects, the appointment of a Technical Review Committee must be established to solicit qualifications and proposals, review qualifications and proposals, and make recommendation of selection of a design-build firm or team to the Commission. Membership of the Committee shall include a minimum of three members, one of whom shall be a representative of the City, and one each of a licensed architect, licensed engineer or a qualified contractor.

Development Services recommends the following members to be appointed to the Technical Review Committee:

- Jeffry Schaffer, PE, as the licensed engineer
- Zachary Flagle, RA, as the licensed architect
- Jacob Wolgamood, as a representative of the city

We are requesting the Redevelopment Commission appoint the above individuals as the Technical Review Committee for the Woodland Crossing Renovations, Phase I project.

Community and Redevelopment

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 7/8/2025
Re: Woodland Crossing Renovations, Phase I – Request for Qualifications and Proposals

It has been determined by Development Services, and its partners for the development of Woodland Crossing, that the design-build approach for project delivery is to be utilized to complete renovations in order to provide leasable spaces to future tenants.

Under IC 5-30-5, Design-Build process for Public Works projects, the City must issue a Request for Qualifications and Proposals from prospective design-build firms or teams. Additionally, the City must develop a Design Criteria Package as a portion of that request. These documents provide the basic information that allows prospective design-build firms or teams to prepare their qualifications, proposal, and pricing response. Development Services staff, with the approval of the Technical Review Committee, have prepared the required documents.

We are requesting the Redevelopment Commission approve the Request for Qualifications and Proposals and the Design Criteria Package for the Woodland Crossing Renovations, Phase I project and allow for the publication of notice.

City of Elkhart, Indiana

Woodland Crossing Renovations, Phase I
**REQUEST FOR QUALIFICATION AND
PROPSAL DOCUMENTS /
DESIGN CRITERIA PACKAGE**



July 7, 2025

1. Introduction

The Redevelopment Department of the City of Elkhart, along with its partners for the reimagining of Woodland Crossing, have identified the need for remodeling and reconstruction of existing tenant spaces which no longer serve the properties' best use. Constructed uses within the existing structure will include a barber college, a child day care facility, temporary city offices, and several white box tenant spaces. It has been determined by the City that the design-build approach is the preferred project delivery method for this project.

2. Request for Qualification and Proposal Documents / Design Criteria Package

As required by IC 5-30-6, the Redevelopment Department of the City of Elkhart has prepared this Request for Qualification and Proposal Documents / Design Criteria Package for review and consideration by design-build firms and/or teams that are interested in offering design-build services to the City of Elkhart. The City is soliciting joint qualifications and proposal documents, and the respondents should consult with this document while preparing their responses. Respondents shall demonstrate that they are qualified to design, engineer, permit, construct, and commission the project.

3. Project Description

The project location is 138-11 W. Hively Ave. (former Big Lots store) and 138-1 W. Hively Ave., both locations are within the Woodland Crossing mall.

Based on the conceptual plans developed by WBK Engineering, the barber college will have an area of approximately 4,500 square feet and the child care facility approximately 4,800 square feet with the remaining area of 138-11 W. Hively to be 400-600 square foot tenant spaces. The city offices at 138-1 W. Hively will have an area of approximately 3,100 square feet. Please note: the WBK Engineering plans are only intended to provide general design criteria and guidance and are not to be used as construction documents.

The project includes all architectural, plumbing, mechanical, and electrical design; structural engineering, environmental survey and remediation, permitting, construction, and commissioning of the remodeled areas.

Space 138-11 (former Big Lots) has completed an environmental survey and undergone remediation. Demolition of this space is near completion.

The City has established a budget of \$2,500,000 for this project.

It will be expected that the firm or team selected for this project will work directly with the lessee and the city to provide a suitable leasable space. It will be expected that the firm or team selected for this project begin with the development of the barber college design and build portion of the project and provide a timeline which allows the tenant to move in by January 31, 2025.

4. Selection Process

The City of Elkhart has issued a public notice requesting Design-Build Qualification and Proposal Documents from qualified firms and/or teams. The Public Notice will be published in the Elkhart Truth on July 12, 2025, and July 19, 2025. This document will be available for download at elkhartindiana.org/bid-opportunities/ starting on July 11, 2025.

Design-Build Qualification and Proposal Documents are due to the Technical Review Committee appointed for this project no later than Tuesday, September 9, 2025, at 4:00 PM EST. Documents shall be delivered to:

City of Elkhart
Development Services
Attn. Sherry Weber
229 South 2nd Street
Elkhart, Indiana 46516

All questions shall be submitted no later than August 29th, 2025 at 4:00 PM EST. Relevant questions along with answers will be posted to the bid-opportunities section of the city's website in a timely manner. Inquiries may be directed to: Jacob Wolgamood at Jacob.Wolgamood@coei.org

The Technical Review Committee shall meet on Tuesday, September 9, 2025, at 4:00 PM to announce the receipt of the Design-Build Qualification and Proposal Documents. The Pricing Proposal shall remain sealed.

The Technical Review Committee appointed for this project shall review the Qualifications and Proposals and score them based on the following criteria:

- General Project Approach 30%
- Assigned Project Manager 10%
- Assigned Superintendent 10%
- Assigned Architect/Engineer-of-Record 10%
- Proposed Schedule 10%
- Previous Project Experience 10%

- Overall Qualification of Team 20%

The Technical Review Committee shall meet on Tuesday, September 23, 2025, at 3:00 PM, to collect the results of each member's review. At that time, the Pricing Proposal received from the highest rated firm/team shall be opened. If the Pricing Proposal is acceptable, the Technical Review Committee shall vote to recommend that the Redevelopment Commission select said firm/team for the project. If the Pricing Proposal received from the highest rated firm/team is not acceptable, the Pricing Proposal from the next highest rated firm/team shall be opened, and so forth, until such time that the Technical Review Committee can vote to recommend that the Redevelopment Commission select a firm/team.

The Technical Review Committee shall report its recommendation to the Redevelopment Commission at its regular meeting on Tuesday, October 14, 2025, at 4:00 PM in the City Hall Council Chambers. It is anticipated that the Redevelopment Commission will award the Design-Build Agreement at that time.

5. Qualification and Proposal Documents

The Qualification and Proposal Document shall include the following information.

- Narrative of General Project Approach
- Identification and Resumes for the proposed Project Manager, Project Superintendent(s), Safety Professional, Quality Assurance and Quality Control Professional(s), Architect(s)-of-Record, and Engineer(s)-of-Record, including required professional licenses
- Schematic Drawings and Description of the Proposed Facility
- Proposed Project Schedule
- List of Previous Similar Projects completed by the firm or team (no more than six projects) with contact information for the client
- Documentation that the lead firm is prequalified by the Indiana Department of Administration for Public Works projects
- Documentation at the lead firm has the required insurance and bonding capacity
- Pricing proposal in a separate sealed envelope

The Qualification and Proposal Documents shall be no more than 20 pages in length. The format shall be on 8.5 by 11 inch standard paper, with 11 by 17 "fold out" sheets, if required. Please note that no special covers, binding, or other document features are required or designed. Color may be used as needed to convey important information but is not required.

Five copies of the Qualification and Proposal Documents shall be provided.

A single copy of the Pricing Proposal shall be provided in a separate sealed envelope; this envelope shall remain sealed until opened by the Technical Review Committee according to the process listed above. Pricing Proposal shall be a single, lump sum cost to design, engineer, permit, construct, and commission the project.

6. Required Qualifications

a. General Qualifications

- The lead firm shall be prequalified by the Indiana Department of Administration (IDOA) for Public Works projects.
- The lead firm or design firm shall employ an Indiana-licensed Registered Architect or an Indiana-licensed Professional Engineer qualified to be the responsible design professional (architect-of-record or engineer-of-record) for the work.
- The lead firm shall document a bonding capacity that is a minimum of two times the expected cost of the project.
- The lead firm shall document insurance coverages that meet the requirements listed in Division A, Section 6, of the current edition of the City of Elkhart Standard Specifications for Construction (elkhartindiana.org/government/public-works/).
- The lead firm shall disclose any litigation or dispute history with public agencies within the last ten years.

b. Project Specific Qualifications

- The design-build firm and/or team shall document successful completion of similar facilities within the last ten years. These projects may be either public or private projects.
- The design-build firm and/or team shall document successful completion of design-build delivery method for multiple projects with the team proposed for this project within the last ten years. These projects may be either public or private projects.
- The design-build firm and/or team shall document any previous experience with public sector projects within the last ten years.
- The design-build firm and/or team shall document any previous experience with day care facility projects within the last ten years.
- The proposed project manager shall document their role with the projects listed above by the design-build firm and/or team.
- The proposed architect-of-record and/or engineer-of-record shall document their role with the projects listed above by the design-build firm and/or team.

7. Project Management Criteria

The design-build firm or team shall be responsible for the following:

- Survey, documentation, and removal of any asbestos containing materials or lead containing materials in accordance with local, state, and federal laws. Encapsulation of material is allowed where permitted.
- Site survey, foundation and subsurface investigations
- All other site investigations, as required
- Architectural, plumbing, mechanical, and electrical design; structural engineering, and permitting

- All construction activities related to the project build-out including, but not limited to, demolition and disposal of all debris in accordance with local, state, and federal laws, material staging and access, traffic control, and project site security
- Commissioning and providing operation and maintenance manuals for the new facilities
- Project management and full-time, on-site supervision
- Project site safety coordination and inspection
- Quality assurance and quality control procedures
- Scheduling, leading, and record-keeping at weekly project meetings
- Final walkthrough, completion of punch list, and request for final acceptance

The City shall be responsible for the following:

- Submission and processing of any required Planning and Zoning entitlements, such as Board of Zoning Appeals petitions and Technical Review applications
- Attendance at weekly project meetings
- Processing invoices
- Final walkthrough, review and acceptance of punch list, and final approval and acceptance

8. Project Design Criteria

The design of the facility shall meet the following criteria:

a. Project Location

- The project location is 138-11 W. Hively Ave. (former Big Lots store) and 138-1 W. Hively Ave., both locations are within the Woodland Crossing mall.
- The site is located within the municipal limits of the City of Elkhart and within a B-2 zoning district.

b. General Requirements

- The barber college will have an area of approximately 4,500 square feet
- The child care facility will have an area of approximately 4,800 square feet
- The remaining area of 138-11 W. Hively will have 400-600 square foot tenant spaces
- The city offices at 138-1 W. Hively will have an area of approximately 3,100 square feet
- All spaces shall conform to the 2014 Indiana Fire Code or the current adopted Indiana Life Safety Code

c. Site Work

- All site work shall be performed in accordance with local, state, and federal laws

d. Concrete and Asphalt

- All concrete and asphalt work shall be installed to match existing pavements and meet all local, state, and federal requirements

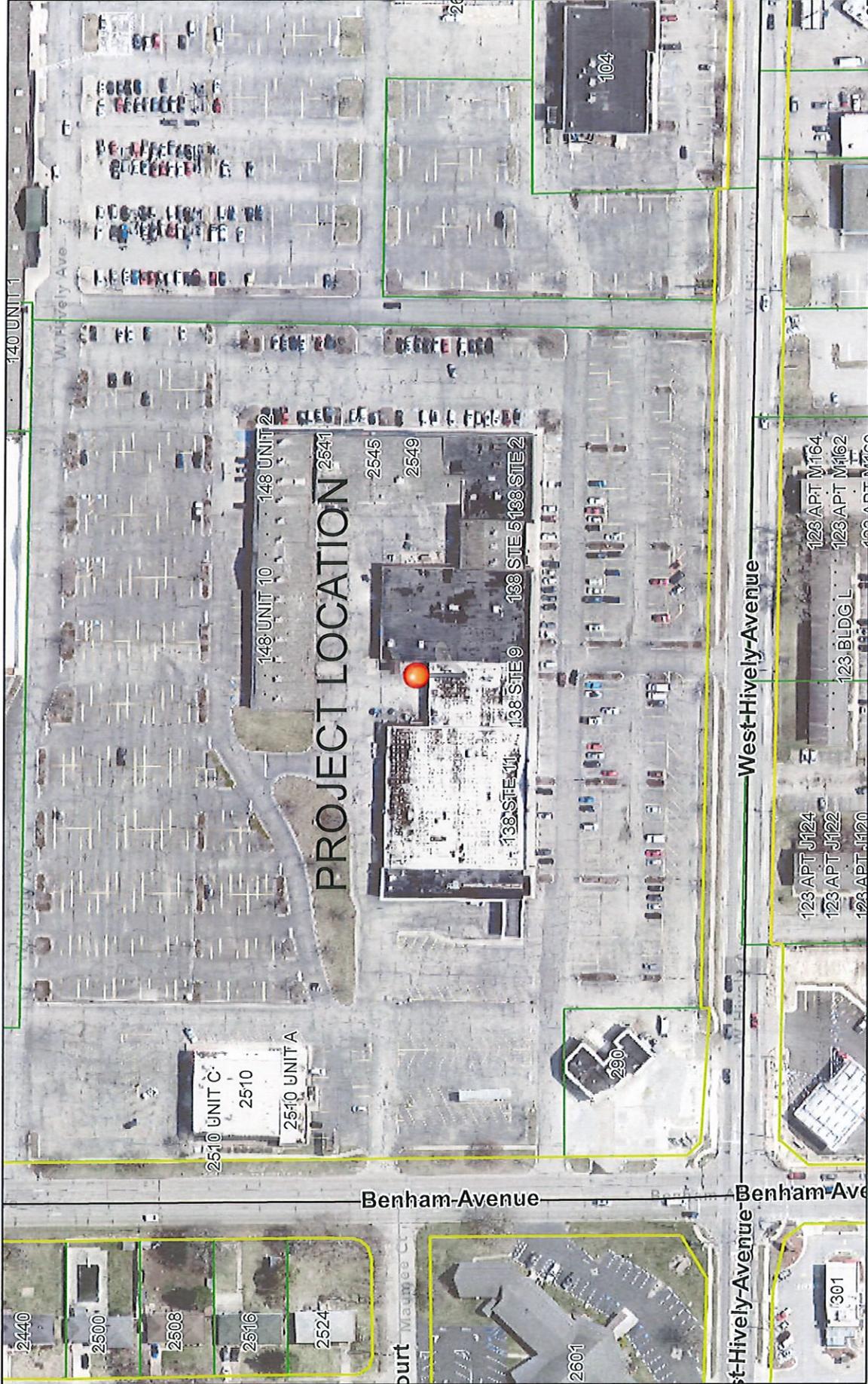
e. Building Dimensions and Materials

- All building materials shall meet or exceed industry standard requirements and the requirements of the 2012 Indiana Building Code for their use classification

f. Mechanical, Electrical, and Plumbing Systems

- Appropriately sized and zoned mechanical systems designed and installed in accordance with the 2014 Indiana Fuel Gas Code and the 2014 Indiana Mechanical Code or the current adopted Indiana Code
- Appropriately sized, configured, and metered electrical systems designed and installed in accordance with the 2009 Indiana Electrical Code and the 2010 Indiana Energy Conservation Code or the current adopted Indiana Code
- Appropriately sized and configured plumbing systems designed and installed in accordance with the 2012 Indiana Plumbing Code or the current adopted Indiana Code

ArcGIS Web Map

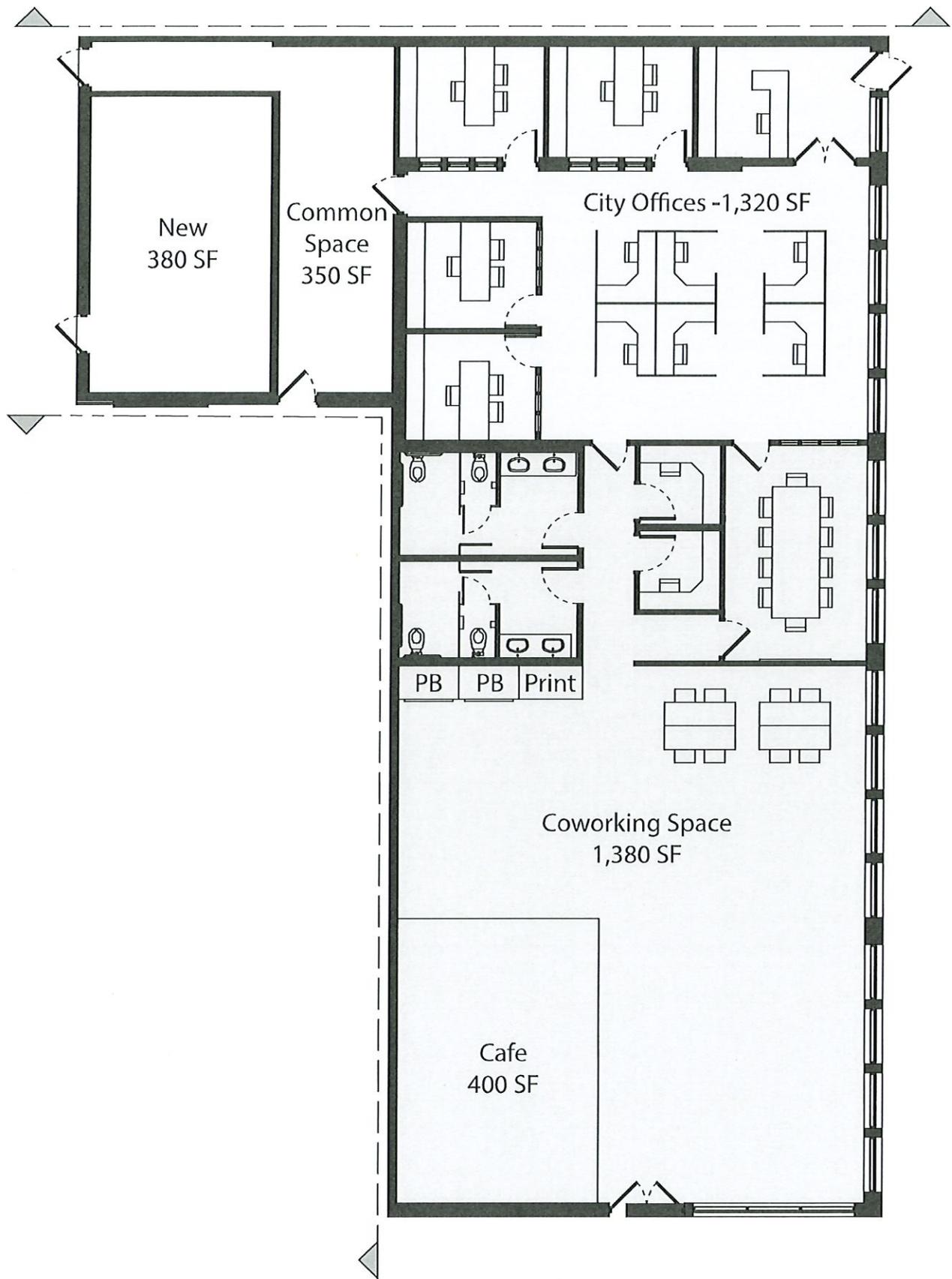


7/3/2025, 10:48:01 AM

Override 1
 Road Centerlines
 Address Points
 Parcels
 Arterial
 Road ROW
 Local
 Green: Band_2
 Blue: Band_3
 Red: Band_1

0 0.01 0.03 0.05 mi
0 0.02 0.04 0.09 km

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FLOOR PLAN - UNITS 13801 & 13819

SCALE: 1/16" = 1'-0"

LEGAL NOTICE - ELKHART TRUTH – PUBLISH JULY 12, 2025, AND JULY 19, 2025.

NOTICE TO QUALIFIED DESIGN-BUILD CONTRACTORS AND/OR TEAMS

As required by IC 5-30-6, the City of Elkhart, Indiana, through a Technical Review Committee appointed its Redevelopment Commission for this project, will receive Design-Build Qualification and Proposal Documents (D-B Proposals) for the following:

Woodland Crossing Renovations, Phase I

Project Summary: The project includes all architectural, plumbing, mechanical, and electrical design; structural engineering, environmental survey and remediation, permitting, construction, and commissioning of the remodeled areas. The planned areas include 4500 square feet of business space and 4500 square feet of educational space with the remainder divided into white box tenant spaces for business or mercantile use. Another 3000 square feet of business space is planned for a former restaurant.

Design-Build Qualification and Proposal Documents shall be filed with:

City of Elkhart

Development Services Department

Attn. Sherry Weber

229 S 2nd St.

Elkhart, Indiana 46516

(574) 522-4855

Design-Build Qualification and Proposal Documents will be accepted during the hours of 8:00 A.M. to 5:00 P.M. (ET), up until 4:00 P.M. (ET) on Tuesday, September 9th, 2025 (the "Deadline"). All Design-Build Qualification and Proposal Documents received by the Deadline will be announced at the meeting of the Redevelopment Commission scheduled to start at 4:00 P.M. (ET) on Tuesday, September 9th, 2025. Any Design-Build Qualification and Proposal Documents received after the Deadline will be returned to the design-build contractor and/or team unopened.

The Request for Qualification and Proposal Documents and Design Criteria Summary documents will be available for download at elkhartindiana.org/bid-opportunities/ starting on July 11, 2025 or by contacting the Development Services Department at (574) 522-4855.

City of Elkhart, Redevelopment Commission

Sandy Schreiber, President

RESOLUTION NO. 25-R-

**RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF
ELKHART, INDIANA, APPROVING AEP EASEMENT**

WHEREAS, The Commission owns real estate described on the attached Right of Way & Electric Distribution Easement for overhead and underground electric facilities (the “Easement”); and

WHEREAS, the Commission has reviewed the Easement and believes it is in the best interest of the City and its inhabitants that the Easement be granted.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the form and content of the Easement and all attachments and exhibits thereto.
2. The Commission authorizes its officers to execute and deliver the Easement and to do all acts which they deem necessary and desirable to carry out the terms and obligations contemplated therein.

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF JULY, 2025.

**CITY OF ELKHART, REDEVELOPMENT
COMMISSION**

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary



PLEASE READ AND FOLLOW THE INFORMATION BELOW

What to do when I receive this email and what is expected of me

1. Look carefully over the attached document(s) any question please ask.
2. Print the attachment out making sure to use standard letter white paper (8.5" X 11") and only print on one side.
3. You will now take your printed document to a Notary Public who you will sign the document while they witness your signature.
4. **VERY IMPORTANT THAT THE NAME(S) ON THE DOCUMENT MATCH IN EVERY PLACE IT APPEARS.**
5. If you are signing other than as an individual, you need your title (owner member partner trustee etc.) after each printed name(s).
6. Now the notary will complete the notarial certificate on the document.
7. Before leaving the notary make sure they filled out completely and applied their stamp and or seal to the document.
8. Now you need to scan the properly signed and notarized document to sorlowski@aep.com this is the first step.
9. **THE ORIGINAL DOCUMENT NOW SIGNED AND NOTARIZED MUST BE MAILED TO:**
INDIANA MICHIGAN POWER COMPANY
ATTENTION STEVEN ORLOWSKI
6480 Adams Road
SOUTH BEND INDIANA 46628
10. Email sorlowski@aep.com with the date and carrier (FedEx, UPS, USPS, etc.) used to return original document.

ALL OF THIS SHOULD BE COMPLETED WITHIN 31 DAYS OF RECEIVING THIS EMAIL

If for some reason more time is needed, please advise me as extended timelines can cause delays to projects.

Steven Orłowski

STEVEN ORLOWSKI
RIGHT OF WAY AGENT
AEP-INDIANA MICHIGAN POWER COMPANY
SOUTH BEND/ELKHART DISTRICT

**RIGHT OF WAY &
ELECTRIC DISTRIBUTION
EASEMENT
IN251052**

Easement No. IN251052

WR#89419507

MAP No. 681

PARCEL No. I

STATE PARCEL No. 20-06-05-479-015.000-012

PARCEL No. II

STATE PARCEL No. 20-06-05-479-016.000-012

PARCEL No. III

STATE PARCEL No. 20-06-05-479-023.000-012

PARCEL No. IV

STATE PARCEL No. 20-06-05-479-024.000-012

THIS INDENTURE, by and between the **CITY OF ELKHART, INDIANA FOR THE BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT**, whose address is 229 S. 2nd Street, Elkhart, Indiana 46516 (hereinafter referred to as "Grantor"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana Corporation, whose post office address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana 46801 ("Grantee").

WITNESSETH, that for One (\$1.00) Dollar and other good and valuable consideration in hand paid, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor does hereby grant and convey to Grantee **A FIFTEEN (15) FOOT WIDE EASEMENT AND RIGHT OF WAY ON FOUR (4) PARCELS OF LAND** (see Exhibit "A" attached hereto for the specific dimensions and locations of said easement) for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy and for communication purposes, including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the said easement, which easement is located on the following described REAL ESTATE, to-wit

ALL FOUR (4) parcels are a part of the Southeast Quarter of Section Five (5), Township Thirty-seven North (37 N), Range Five East (5 E), within the City of Elkhart, Concord Township, Elkhart County, Indiana, and more particularly described as follows:

PARCEL No. I

Beginning at a point on the North line of Division Street which point is 8 feet East of the East line of Out Lot 28 as said lots platted in the City of Elkhart, Indiana; thence Northwardly parallel with the East line of Jauriet Court, 132 feet; thence Eastwardly parallel with the North line of Division Street to a point which is 259.5 feet West of the West line of East Street, as the same is platted in the City of Elkhart, Indiana, said point being on the West line of land conveyed by Francis Jauriet and his wife Mary J. Jauriet to William Ellison September 07, 1875 as shown in Elkhart County Deed Record 49, page 491; thence Southwardly along the West line of said Ellison Track, 132 feet to the North line of said Division Street; thence westwardly along the North line of said Division Street, to the place of beginning.

Together with an Easement for Ingress and Egress as set out in Deed Record 303, page 667 in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 150 Division Street, Elkhart, Indiana 46516

PARCEL No. II

Beginning at the North side of Division Street in the City of Elkhart, 13 Rods 3 feet and 9 inches West from the Southeast corner of lands formerly owned by Philo J. Parmater; thence West 2 ½ Rods; thence North parallel with the West line of East Street in said City, 8 Rods; thence East parallel with the North line of Division Street 2 ½ Rods; thence South 8 Rods to the place of beginning, it being intended to convey hereby the West half of the South part of the same land which William Ellison conveyed to Harriet W. Ellison by Deed recorded in the County Recorder's Office in Elkhart County, Indiana in Deed Record 90, page 288.

EXCEPTING THEREFROM:

The East Twenty Feet by parallel lines from and off Parcel No. II, and being conveyed and warranted to David Blea and Gwenda Blea, husband and wife, by Warranty Deed instrument number 2012-025185 and recorded on October 18, 2012, in the County Recorder's Office in Elkhart County, Indiana.

Commonly known as vacant land Division Street, Elkhart, Indiana 46516.

PARCEL No. III

Beginning at the intersection of the North line of Division Street, as the same is platted in the City of Elkhart, Indiana, with the East line of Out Lot 28; thence Eastwardly along the North of said Division Street 8 feet; thence northwardly parallel with the East line of said Out Lot 28 132 feet; thence Westwardly parallel with the North line of said Division Street 8 feet to the East line of said out lot 28 132 feet to the place of beginning.

Together with an Easement for Ingress and Egress as set out in Deed Record 303, page 667 in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as vacant land Division Street, Elkhart, Indiana 46516.

PARCEL No. IV

A part of Out Lot Number 28 as the said Out Lot is known and designated on the recorded Corporate Plat of the Town (Now City) of Elkhart; said plat being recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Beginning on the North line of Division Street in Kimball & Chapman's Addition to Elkhart, 32 Rods Eastwardly from Main Street; thence Northwardly parallel with said Main Street 8 Rods; thence Westwardly parallel with said Division Street 3 Rods; thence southwardly parallel with said Main Street 8 Rods to the North line of said Division Street; thence East along the North line of said Division Street, 3 Rods to the place of beginning.

Commonly known as 144 Division Street, Elkhart, Indiana 46516.

BEING THE SAME (or a part of the same) property conveyed to the **CITY OF ELKHART, INDIANA, FOR THE BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT** for Parcels I and II by Warranty Deed 2006-10644 and being recorded on April 21, 2006, in the Office of The Elkhart County Recorder. Also being the same (or part of the same) property conveyed to the **CITY OF ELKHART, INDIANA, FOR THE BENEFIT OF ITS DEPARTMENT OF REDEVELOPMENT** for Parcels III and IV by Warranty Deed 2013-13954 and being recorded on June 11, 2013, in the Office of The Elkhart County Recorder.

July 3, 2025

Memorandum

To:
Elkhart Redevelopment
Commission

From:
Mike Huber, Director,
Development Services
Mary K Kaczka
Assist. Director
Community
Development

Re: 142 State Street
Elkhart, IN 46516

Dear RDC Members:

Bruce Jones of JILS Contracting, the owner of 142 State, has requested another extension of the time to complete renovation of the home to December 31, 2025.

As we previously discussed, he experienced an issue with the replacement windows he purchased which were disallowed by the historic preservation commission. He has agreed to purchase windows acceptable to the historic preservation commission.

City of Elkhart

Tel 574.294.5471 x1062

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org



June 27, 2025

Memorandum

To:
Elkhart Redevelopment
Commission

From:
Mike Huber, Director,
Development Services
Mary K Kaczka
Assist. Director
Community
Development

Re:
Woodland Crossing
2025 Budget Adjustments

Dear RDC Members:

We are halfway through 2025 and our Woodland Crossing operating budget requires some adjustments, ie increases.

Several changes have occurred that impacted the Woodland Crossing operations.

- Increase in property taxes
- Increase in property insurance
- Increase in unrecoverable expenses
- Increase in salt and snow expense
- Maintenance and repairs due to deferred maintenance
- Increased investment in redevelopment activities, ie Big Lots, etc.

The attached chart, Variance Budget July – December, indicates the increases in the general ledger accounts to cover the projected expense through the end of 2025.

City of Elkhart

Tel 574.294.5471 x1062

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org



Woodland Crossing Budget Adjustment 2025	Current Budget	Fiscal Activity	Variance	Budget July- December	Variance - Budget July - December
Professional Fees	\$ 79,000.00	\$ 59,500.00	\$ 19,500.00	\$ 62,700.00	\$ (43,200.00)
Liability Insurance	\$ 16,000.00	\$ -	\$ 16,000.00	\$ 30,000.00	\$ (14,000.00)
Electric	\$ 14,832.00	\$ 10,992.68	\$ 3,839.32	\$ 10,794.00	\$ (6,954.68)
Gas	\$ 9,300.00	\$ 9,105.51	\$ 194.49	\$ 10,926.00	\$ (10,731.51)
Water and Sewer	\$ 5,490.00	\$ 4,483.55	\$ 1,006.45	\$ 5,220.00	\$ (4,213.55)
Repairs and Maintenance	\$ 104,048.06	\$ 98,100.04	\$ 5,948.02	\$ 154,633.81	\$ (148,685.79)
Maintenance Contracts	\$ 233,110.00	\$ 210,802.50	\$ 22,307.50	\$ 62,586.64	\$ (40,279.14)
Contract Services	\$ 191,452.96	\$ 42,941.57	\$ 148,511.39	\$ 42,257.00	\$ 106,254.39
Property Taxes	\$ 115,000.00	\$ 82,688.06	\$ 32,311.94	\$ 82,688.06	\$ (50,376.12)

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING QUOTE FOR
REPLACEMENT OF LIGHTS ON MONUMENT SIGN

Whereas, The Commission owns Lots 1,3,5 and 6 in the recorded Plat of Woodland Crossing (the "Real Estate"), requested quotes for the replacement of lights on the monument sign at the Real Estate with LED bulbs (the "Services"), and desires to approve the quote of Premiere Signs and enter into a contract with Premiere Signs for the Services (the "Contract"); and

Whereas, the Commission has reviewed the quotes and believes it is in the best interest of the City and its inhabitants to approve Premiere Signs' quote and enter the Contract for the Services, with the officers and staff authorized to negotiate certain provisions further and to enter into such agreement at such time as they find the final draft acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the quote of Premiere Signs for the Services at the Real Estate.
2. The Commission authorizes the staff and officers to negotiate, execute and deliver the final Contract at such time as they reach acceptable terms thereon with Premiere Signs.
3. The Commission appropriates \$6,157.12 from Special Fund #2560, the Woodland Crossing Operating Fund, to cover the cost of the Services, with any unused funds to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to execute and deliver all Documents, and do all acts, which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY UNANIMOUS VOTE AT A MEETING OF THE COMMISSION THIS 8TH
DAY OF JULY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Dina Harris, Secretary



"Our Signs Mean Business"

400 N. Main St. • Goshen, In 46528 • 574-533-8585 Fax 574-533-4575

June 12 2025

Cressy Commsrcial

Re: Woodland crossing Tenant sign Repair Existing lighting
attn: Jamie

Quotation

CONTRACTOR AGREES TO PERFORM THE FOLLOWING:

- To supply and install 20=84" & 20 72" fluorescent bulbs.
- To supply and install 8- new Sockets.
- To supply and install 4- 696-ballasts (this is worst case)

The price for the above stated work would be \$3,360.02.(this includes tax).
NOTE- THIS IS WORST CASE SCENARIO

Notes: - All work done by Premiere signs carries a full 2 year warranty on parts and labor excluding acts of god, vandalism, and damage done by others.
Terms:-Standard 50% down payment balance due 30 days after completion.

Quoted By Brent Holdeman Date 6/12/2025

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work above specified. Payment to be due in full no more than 30 days from completion of work unless otherwise stated above. A 1.5% interest charge per month will be incurred for any balance of 30 days or more. Any or all signs are the property of Premiere Signs until such is paid in full.

Accepted By _____ Date _____



"Our Signs Mean Business"

400 N. Main St. • Goshen, In 46528 • 574-533-8585 Fax 574-533-4575

June 12 2025

Cressy Commsrcial

Re: Woodland crossing Tenant sign Convert sign to led lighing
attn: Jamie

Quotation

CONTRACTOR AGREES TO PERFORM THE FOLLOWING:

- To supply and install 20=84" & 20= 72" Sign Hero led bulbs
- To supply and install 8- new Sockets.
- To rewire the sign to accept the new led bulbs.

The price for the above stated work would be \$6,157.12.(this includes tax).

Notes: - All work done by Premiere signs carries a full 2 year warranty on parts and labor excluding acts of god, vandalism, and damage done by others.
Terms;-Standard 50% down payment balance due 30 days after completion.

Quoted By Brent Holdeman Date 6/12/2025

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work above specified. Payment to be due in full no more than 30 days from completion of work unless otherwise stated above. A 1.5% interest charge per month will be incurred for any balance of 30 days or more. Any or all signs are the property of Premiere Signs until such is paid in full.

Accepted By _____ Date _____

RESOLUTION NO. 25-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING QUOTE FOR
PARKING LOT RESTRIPIING

Whereas, The Commission owns Lots 1,3,5 and 6 in the recorded Plat of Woodland Crossing (the "Real Estate"), requested quotes for the restriping of the parking lot on the Real Estate (the "Services"), and desires to approve the quote of Arnt Asphalt Sealing, Inc. ("Arnt") and enter into a contract with Arnt for the Services (the "Contract"); and

Whereas, the Commission has reviewed the quotes and believes it is in the best interest of the City and its inhabitants to approve Arnt's quote and enter the Contract for the Services, with the officers and staff authorized to negotiate certain provisions further and to enter into such agreement at such time as they find the final draft acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the quote of Arnt for the Services at the Real Estate.
2. The Commission authorizes the staff and officers to negotiate, execute and deliver the final Contract at such time as they reach acceptable terms thereon with Arnt.
3. The Commission appropriates \$19,485.00 from Special Fund #2560, the Woodland Crossing Operating Fund, to cover the cost of the Services, with any unused funds to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to execute and deliver all Documents, and do all acts, which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY UNANIMOUS VOTE AT A MEETING OF THE COMMISSION THIS 8TH
DAY OF JULY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Dina Harris, Secretary

Proposal



1240 South Crystal Avenue
Benton Harbor, MI 49022
Phone: (269) 927-1532 Fax: (269) 927-1547
Toll Free: (877) 880-2768

Niles Office
(269) 684-2644

Elkhart Office
(877) 880-2768

Email Address
bkhouston@arntasphaltco.com

Customer: Attn: Becky Reese Cell# 574-485-1504
Cressy Commercial Real Estate
200 N. Church St., Suite 200
Mishawaka, IN 46544

Date: June 12, 2025
Job Name: Asphalt repairs
Location: Woodland Crossing
Elkhart, IN

Phone: 574-271-4060

Fax: 574-271-4292

Email: breese@cressy.com

- 1,614 PARKING STALLS
- 56 HANDICAPS
- 9 ARROWS
- 40 AREAS TO BE HASHED OFF
- 78 STOP BARS
- 123 BALLARDS
- 92 LIGHT POLES
- 600 LINEAR FEET OF CURBING

TOTAL JOB COST: \$19,485.00

NO ENGINEERING WAS INCLUDED IN BID. NO GUARANTEE ON STANDING WATER OR NEW ASPHALT CRACKING. CUSTOMERS RESPONSIBLE FOR OBTAINING ALL PERMITS, NO BACKFILLING EDGES OF ASPHALT WITH TOPSOIL, LANDSCAPING, GRASS SEEDING, MOVING ANY SPRINKLER SYSTEM, ELECTRICAL WIRES AND ANY OTHER UNDERGROUND PIPES, WIRE OR ETC. IF TRAFFIC CONTROL IS REQUIRED THIS WILL BE AN ADDITIONAL CHARGE. IF YOUR COMPANY REQUIRES A WAIVER OF SUBGRADATION IT WILL BE AN ADDITIONAL COST OF \$50.00 ADDED TO THE CONTRACT. NO PREVAILING WAGES INCLUDED IN BID. STRIPING COULD TAKE UP TO 14 DAYS. NO GUARANTEE ON SEALER AFTER 10/01/25.

ARNT ASPHALT SEALING, INC. WILL MAKE EVERY EFFORT TO MATCH ANY QUALIFIED COMPETITOR'S PRICE!

PAYMENT TERMS: 25% DOWN WITH SIGNED PROPOSAL – BALANCE DUE 10 DAYS FROM INVOICE DATE

There shall be a one (1) year guarantee on the material and all workmanship, except that as applied to cracks. The guarantee shall be limited to the replacement of the material and application of the same. Any alterations or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Signature **BRIAN HUSTON CELL # 269-208-4915**

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Legal fees and court costs incurred in the collection of monies according to this contract will be borne by the customer.

1 ½% interest will be charged on past due accounts over 30 days from date of billing – NO EXEMPTIONS. This is an ANNUAL PERCENTAGE RATE OF 18%.

Date of Acceptance: _____

Signature _____

Shembarger Asphalt Sealing
 6951 Deans Hill Rd
 Berrien Center, MI 49102 US
 +12694714944
 shembarger.asphalt@hotmail.com
 www.shembarger.com



ADDRESS
 Cressy- Jamie Demitruk
 123 Franklin Place
 574-485-1526
 South Bend, IN 46601

SHIP TO
 WOODLAND CROSSING
 154 W HIVELY AVE,
 ELKHART, IN 46517

Estimate 11962

DATE 06/02/2025

ACTIVITY	DESCRIPTION	S.F./L.F	AMOUNT
8.Stripe Yellow	* Painting of 4" parking stripes, arrows, and no parkings in YELLOW * Marking of handicap spaces BLUE * Performed with SelfFast acrylic paint that meets federal spec TTP-1952	1	21,800.00
Note	1,614 PARKING STALLS 9 ARROWS 40 AREAS HASHED OFF 78 STOP BARS 56 HANDICAPS 123 BALLARDS 92 LIGHT POLES 600 LINEAR FEET OF CURBING	1	0.00

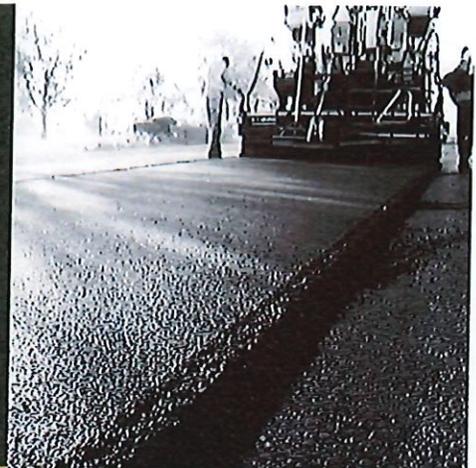
25 PERCENT DOWN WITH Signed Contract

SUBTOTAL 21,800.00

TOTAL \$21,800.00

Accepted By

Accepted Date



EDUCATION, HONESTY, & QUALITY SINCE 1975

Project proposal: Woodland Crossing - 154 W. Hively Ave Elkhart, IN 46517

Client: Cressy Commercial Real Estate

Delivered on: 06/13/2025

Submitted by: Michael A. Davis

Bid Number: 9880



BLACK HAWK
PAVING & CONSTRUCTION



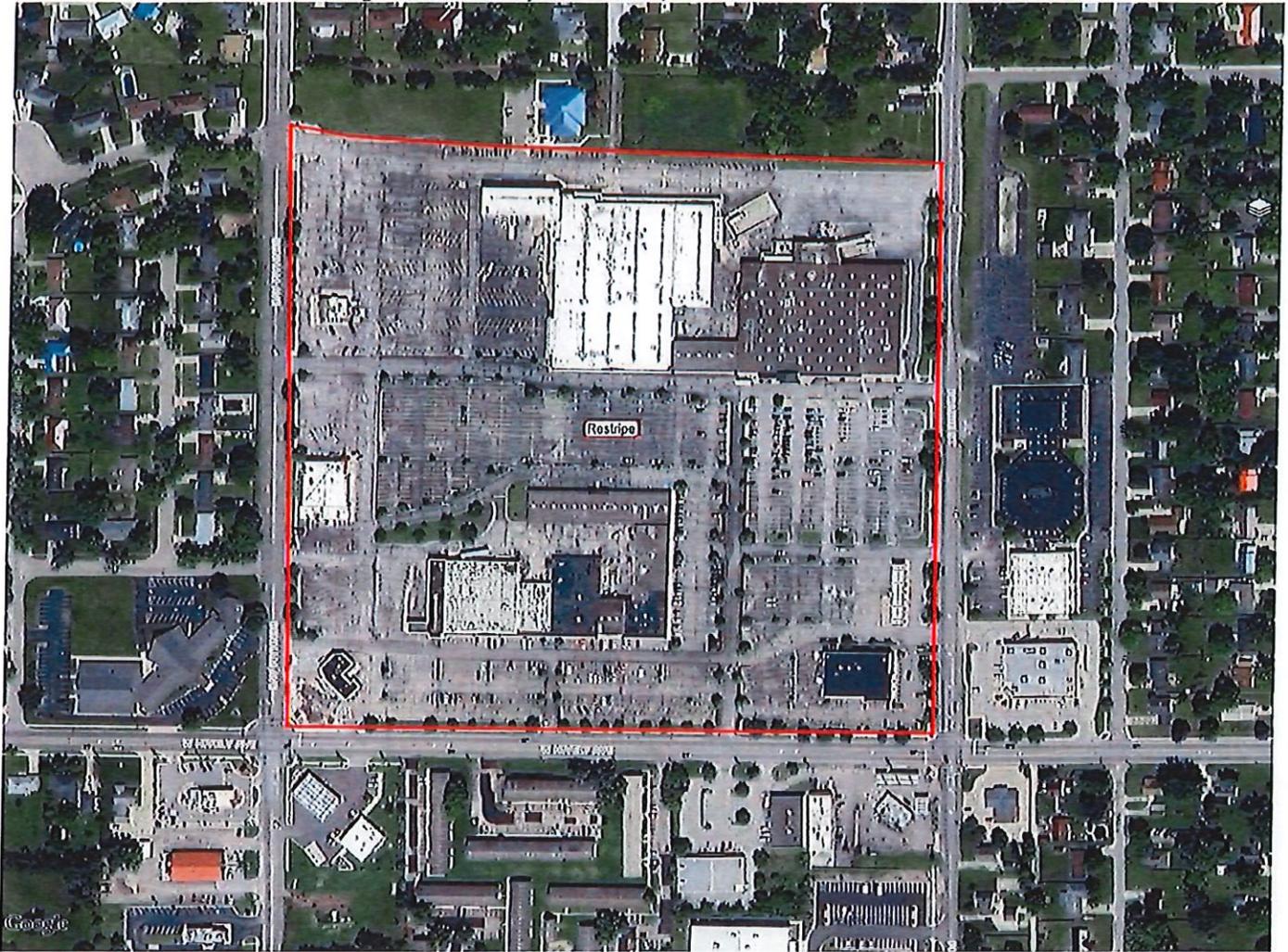
YOUR INVESTMENT

Below is a list of the proposed work with the total investment cost.

*Note: If there are multiple options please check the box of the option that you would like and the price will be adjusted automatically. It's that easy!

ITEM DESCRIPTION	QTY	SUBTOTAL
<input checked="" type="checkbox"/> Lot Marking Restripe parking lot per existing layout. Striping includes 1,483 stalls, 9,000 LNFT 4" lines, 56 ADA symbols, 18 cross hatch stalls, 2 speed bumps, 9 arrows, 78 stop bars, 123 bollards, 92 light bases, and large stencils of numbers "1, 2 and 3". Price is based on completing work at night in (3) phases.	LUMP SUM	\$28,901.40
Total		\$28,901.40





Black Hawk Paving & Construction Terms and Conditions

deletions or revisions in the Materials or services to be provided, and Black Hawk shall not be obligated to make any such change without the formal execution of a written change order signed on behalf of Black Hawk by Black Hawk's authorized representative. If Black Hawk commences work to implement a change order at Customer's request before price and time adjustments are agreed to in writing, it shall be entitled to fair compensation, including profit and appropriate extensions to schedule.

- b. If changes in the work, conditions not reasonably foreseeable, force majeure events described above, or any act or omission of Customer, its agents, or employees or any party retained by, through or under any of them, cause an increase in the cost or time required for performance, the Purchase Price and schedule shall be equitably adjusted.

7. Acceptance

The Materials will be deemed accepted by Customer upon the earlier of (i) express written acceptance, (ii) 5 days after delivery, unless Customer shall have notified Black Hawk in writing of deficiency in the Materials, or (iii) commencement of beneficial use of the Materials. Upon such acceptance, payment of any unpaid balance of the purchase price will be due. Payment in full shall also constitute acceptance and waiver of all claims other than claims relating to warranty or liens.

8. Project Site; Subsurface and Surface Conditions; Grading and Sub-grading

- a. Black Hawk shall not be required to independently determine all conditions and limitations affecting the work to be done and Materials to be furnished. Unless otherwise agreed by Black Hawk in writing, Black Hawk assumes no responsibility or liability for the physical condition of any project site, or any improvements located on any project site. Black Hawk disclaims any representation or warranty of any nature whatsoever to Customer concerning the physical conditions of any project site.
- b. Customer is responsible to ensure that the project site is available for work and installation of Materials. Customer shall notify all separate contractors, including landscapers and garbage companies, to vacate the project site on the day(s) Black Hawk is scheduled to perform its work. In the event Black Hawk must reschedule its workday(s) due to unforeseen circumstances, Customer shall notify all separate contractors.
- c. Black Hawk's pricing is based on Customer preparing a work site that is free of all obstructions, including, without limitation, cars, people, debris or other objects that may impact Black Hawk's work. Customer is responsible for clearing the project site before Black Hawk is scheduled to perform work. Customer agrees to have all vehicles, weeds, brush, landscaping, or other obstructions removed from the project site no later than 6:00 AM local time on the first day Black Hawk is scheduled to perform work. If obstructions are not cleared from the project site as set forth above, Customer shall be responsible for costs incurred by Black Hawk for additional mobilizations and/or removal of any obstructions.
- d. Black Hawk expressly reserves the right to refuse to perform work based on project site conditions, including, without limitation, project site surface grading that is not sufficient to allow for proper surface drainage. If Customer directs Black Hawk to perform work on a surface that is less than 1% grade, Customer understands and

acknowledges that water ponding may occur. If, at Customer's direction, Black Hawk performs work on a grade that is less than 1%, Customer agrees that no warranty will attach to the work or Materials as they relate to proper surface drainage. Black Hawk shall not be responsible for redesign of plan grades in order to establish at least 1% grade for surface drainage.

- e. Customer represents that it has investigated all subsurface conditions. Customer shall notify Black Hawk of any known subsurface conditions, including underground utilities or other obstructions that may prevent Black Hawk from performing its work or installing Materials. Black Hawk shall not be responsible for damage to underground utilities or other obstructions, known or unknown. Customer shall indemnify and hold Black Hawk harmless for any loss, expense, or damage resulting from, arising out of, or in any way related to such subsurface obstructions, known or unknown.

- f. Customer understands and acknowledges that Black Hawk will not place Materials on wet, unstable, frozen, or otherwise unsuitable sub-grades. Customer shall furnish a suitable sub-grade to Black Hawk as a condition precedent to performance or any work or installation of any Materials. Customer shall grade all sub-grade to within approximately 0.10 feet. The surface must be dry prior to the first day Black Hawk is scheduled to provide work or install Materials. Customer shall turn off all sprinklers twenty-four (24) hours prior to the first day Black Hawk is scheduled to work. Customer shall not turn sprinklers back on until forty-eight (48) hours after the last day Black Hawk installs Materials or performs work. Customer understands and acknowledges that newly sealed pavement may wear prematurely if it is not kept dry.

- g. Customer understands and acknowledges that, when resurfacing concrete, brick, or asphalt, cracks and expansion joints may occur. Black Hawk shall not be responsible for the reproduction of cracks or expansion joints when resurfacing concrete, brick, or asphalt. Customer understands and acknowledges that major cracks are only those that are between ¼ and ¾ of an inch thick. Crack filling on site is at Black Hawk's sole discretion.

- h. Customer shall take reasonable measures to prepare the sub-grade before Black Hawk is scheduled to begin work, including proof-rolling to approximately 0.10 inches of grade. Black Hawk shall not be responsible for soft or yielding soil sub-grades. Black Hawk shall be entitled to charge additional costs to Customer for any undercutting that may be required.

- i. Customer understands and acknowledges that newly sealed pavement will take at least thirty (30) days to fully cure and, during that time, is sensitive to debris and foreign objects, including water and tire tracks. Normal staining may occur during the cure period when the surface comes in contact with foreign object debris. Limestone or other base material may be drawn to the surface, resulting in normal collection of white residues. Once driving on a sealed surface, avoid turning wheels unless the vehicle is moving. Failure to do so can result in scuffing and tire marks.

9. Confidential Engineering Data

- a. Customer understands and acknowledges that Black Hawk shall not be required to obtain any drawings, plans, or specifications. However, should Black Hawk obtain such drawings, plans, or specifications for any proposal or bid, the same shall be considered confidential engineering data and represent Black Hawk's investment in



Black Hawk Paving & Construction Terms and Conditions

government and industry codes and standards is solely Customer's responsibility.

behalf of Customer; this includes, without limitation, personal injury or death to any person (whether an employee of Customer or any other person) and damage to any property.

15. Lien; Security Interest

a. Black Hawk will protect Customer against any lien asserted against Customer's property for materials or services furnished by others under contract with Black Hawk, provided that Customer makes the payments required under this Contract and provides Black Hawk timely notice of lien claims.

b. Customer grants Black Hawk a security interest and lien running with the land in any and all Materials and labor provided pursuant to any agreement or any orders, quotations, proposals, sales, or deliveries from Black Hawk to Customer, until the purchase price, and other costs, fees, and expenses authorized hereunder, are fully paid. Customer hereby authorizes filing of a financing statement evidencing Black Hawk's security interest.

16. Termination; Cancellation

a. If Customer defaults in its obligations hereunder or materially breaches this Agreement, including but not limited to Customer's failure to timely pay all amounts due hereunder, then, in addition to any other available remedies in equity or at law, Black Hawk may terminate this Agreement upon notice.

b. If Black Hawk agrees to permit Customer to return Materials purchased, Customer shall pay a 25% restocking fee for returned Materials. If Customer cancels or repudiates this Agreement in whole or in part except as permitted hereunder, Black Hawk shall, in addition to those remedies provided under applicable law including, without limitation, the Uniform Commercial Code, be entitled to recover from Customer (1) the portion of the purchase price chargeable for work completed in manufacturing or delivering the Materials as of the date of termination (2) any direct liabilities, obligations, damages, and/or claims incurred by Black Hawk in performing under the parties' agreement and (3) gross profit on the terminated portion of the order, equal to not less than fifteen percent (15%) of the unpaid portion of the purchase price.

c. Nothing herein shall be construed to waive, limit, or otherwise deprive Black Hawk of any remedy available at law or in equity for Customer's cancellation or repudiation of this Agreement.

d. Customer shall not have the right to reject specified, approved, and delivered Materials unless the Materials are proven defective.

17. Costs of Collection; Indemnification

a. In the event Customer shall default in its obligations hereunder, or materially breaches any agreement with Black Hawk, in addition to all other remedies, Customer shall be liable for Black Hawk's costs of collection, including reasonable attorneys' fees, costs of collection, litigation costs, expert witness fees and any other costs associated with collection, regardless of whether or not a lawsuit is actually filed.

b. Customer agrees to indemnify, defend and hold harmless Black Hawk, its affiliates, successors and assigns from and against any liabilities, claims, demands, damages, losses and expenses (including attorneys fees) arising from any act or omission of Customer or its employees or agents or any party under Customer's direction or anyone acting on

18. Media Usage Release

Black Hawk shall have the right to reproduce photographs, images, and/or video of any Customer project site, grounds, parking lots, and logos for purposes of publication, promotion, illustration, advertising, or trade in any commercially reasonable manner or medium. Customer hereby releases Black Hawk, including its agents, employees, and representatives, from any and all liability or claims relating to said photographs, images, and/or video. Customer hereby waives its right to compensation for any commercially reasonable use of the same.

19. General; Assignment; Entire Agreement; Waiver; Interpretation

a. Customer shall not assign the rights and/or obligations of any agreement with Black Hawk, in whole or in part, to any other party without written consent of Black Hawk. Black Hawk shall be entitled to assign its rights and/or obligations hereunder.

b. Customer acknowledges that these Terms and Conditions, and Black Hawk's proposal and/or bid, if any, constitute the entire agreement between Black Hawk and Customer and supersede any prior agreements and representations. Customer acknowledges and agrees that any prior or contemporaneous promises, agreements, or representations, whether oral or written, or created through custom, usage, or course of dealing are also superseded by these terms and conditions. No waiver of any of these terms and conditions will be valid unless in writing and signed by an authorized representative of Black Hawk. Waiver of any breach or default will not be deemed a waiver of any subsequent breach or default. Delivery of these Terms and Conditions constitutes either an offer or an acceptance by Black Hawk. If these terms and conditions constitute an offer by Black Hawk, Customer's acceptance shall be limited to these terms and conditions. If Customer has made an offer and if these terms contain different or additional terms or conditions than the terms or conditions of Customer's offer, then any acceptance of Customer's offer by Black Hawk is expressly made conditional on assent by Customer to the additional or different terms or conditions hereof. Customer shall be bound by these Terms and Conditions. Any terms and conditions which are not enforceable are deemed severed only to the extent of such non-enforceability.

c. Customer and Black Hawk acknowledge and understand that each party and its counsel have reviewed and approved of these Terms and Conditions. Customer and Black Hawk hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of these Terms and Conditions.

d. The person signing any agreement between Black Hawk and Customer, whether on behalf of himself, as agent, representative, or attorney-in-fact of Customer, represents that such signing is done with full knowledge, authority, and direction of Customer.

e. The headings contained herein are for convenience only and shall not affect interpretation.

20. Notice



RESOLUTION NO. 25-R-060

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CONTRACT CHANGE ORDER FOR DEMOLITION SERVICES

Whereas, The Commission owns the real estate 224 W. Hively in the City of Elkhart formerly occupied by Big Lots (the "Real Estate") and has contracted with Ancon Construction to perform demolition services thereon; and

Whereas, it is necessary to demolish a portion of the partition wall that was not originally part of the renovation plan to accommodate the site plan for the Barber College at an additional cost of \$3,910 (the "Change Order"); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Change Order to the Ancon Contract to perform additional work on the partition wall at a cost of \$3,910.00.
2. The Commission appropriates the sum of \$3,910.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of the additional demolition services.
3. The Officers of the Commission are authorized and directed to execute and deliver the Contract for Demolition Services and such other Agreements as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 8TH DAY OF JULY 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

July 8, 2025

Memorandum

To:
Elkhart Redevelopment
Commission

From:
Mike Huber, Director,
Development Services
Mary K Kaczka
Assist. Director
Community
Development

Re:
Woodland Crossing
Big Lots Demolition
Ancon
Change Order #1

Dear RDC Members:

The commission previously approved a contract with Ancon to perform interior demolition of the Big Lots space at Woodland Crossing in preparation for a buildout to accommodate a new utilization of the space. The space layout of the a new tenant, Eden Barber Academy, requires that a section of a partition wall be removed to accommodate the new tenant. This is change order #1 from the original contract of \$ 148,917.00.

Change Order #1 is \$ 3,910.00

Thank you.

City of Elkhart

Tel 574.294.5471 x1062

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org



NEXT STEPS

Date: 06/13/2025

Between "us", Black Hawk Paving & Construction, Inc., and "you", Cressy Commercial Real Estate

You Cressy Commercial Real Estate, located at are hiring Black Hawk Paving & Construction, Inc. located at 19148 South 104th Ave. in Mokena, Illinois to perform Parking Lot Improvement work at Woodland Crossing - 154 W. Hively Ave Elkhart, IN 46517 for the estimated total price of \$28,901.40 as outlined in our previous correspondence.

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. Sign in the box that pops up to make the acceptance official.
5. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
6. We'll email you a separate copy of the signed contract for your records.
7. If you'd like to speak to us by phone, don't hesitate to call 708.479.0400

 SIGNATURE
Michael A. Davis

 SIGNATURE
Jamie Demitruk

Michael A. Davis
Managing Partner

Jamie Demitruk
Cressy Commercial Real Estate





PROPOSED CHANGE ORDER

Job Name: Big Lots Demo
Job Num: 255015

PCO: 01
Ref: Additional metal stud wall demolition

Date: 7/7/2025

Included: Remove and dispose of 24'-2" metal stud gypsum covered wall per updated drawings.

Excluded: Additional demolition work outside of contract scope

Proposed Change Order Amount: \$ 3,910.00

Should you need any additional supportive documentation or cost breakout, please contact us at your convenience. If this proposal is accepted, a Contract Change Order reflecting the updated contract amount will be issued. Thank you for your prompt review and cooperation.

Sincerely,

Carlyn McClelland
Project Manager
Ancon Construction

I accept these changes and authorize the work to be completed:

Authorized Signature: _____

Date of Approval: _____

Rod Roberson
Mayor

Michael Huber
Director of Development Services



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

Warrick & Boyn

June 2025

Invoice

Total Current

Work

\$13,949.33



City of Elkhart

City of Elkhart

Treasurers Report Summary

Date Range: 01/01/2025 - 05/31/2025

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	60,166.62	4,671.49	2,092.08	0.00	0.00	62,746.03	62,746.03	0.00
4445 - TIF DOWNTOWN ALLOCATION	6,011,171.42	0.00	1,170,489.12	0.00	0.00	4,840,682.30	4,840,682.30	0.00
4446 - TIF ALLOCATION PIERRE MOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	2,533,485.49	0.00	6,012.57	0.00	0.00	2,527,472.92	2,527,472.92	0.00
4449 - TIF ALLOCATION STERLING E	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4450 - TIF ALLOCATION CASS ST AR	14,568,408.12	0.00	1,774,206.11	0.00	0.00	12,794,202.01	12,794,202.01	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,121,149.52	0.00	7,982.85	0.00	0.00	1,113,166.67	1,113,166.67	0.00
4452 - TIF ALLOCATION S.MAIN GAT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4453 - TIF CONSOLIDATED S ALLOCA	5,115,209.67	0.00	553,421.27	0.00	0.00	4,561,788.40	4,561,788.40	0.00
4692 - TIF DOWNTOWN CAPITAL	68,478.32	0.00	0.00	0.00	0.00	68,478.32	68,478.32	0.00
Report Total:	29,478,069.16	4,671.49	3,514,204.00	0.00	0.00	25,968,536.65	25,968,536.65	0.00