



AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, March 11, 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 **2306 699 8899** as the event number and **RDC3** as the event password.

To join by phone, call **1-415-655-0001**, enter **2306 699 8899##**

*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

- February 11, 2025 Regular Meeting Minutes

3. New Business

a) Open Bids

b) 121 Franklin Parking Lot Use

- Approve granting access to real estate at 121 W. Franklin Street

c) Authorizing Offers on Real Estate

- Authorize offers to purchase parcels and the negotiation of purchase agreements.

d) Downtown & Cassopolis Area Plan Amendment

- Amend the Downtown Urban Renewal Area Plan and Cassopolis Street Corridor Economic Development Area Plan.

e) York Street Vacant Lot

- Approve side yard use agreement.

f) Annual Report

- Approve 2024 Annual Report

g) On Call Engineering Services Contract

- Approve On-Call Professional Services Agreement with DLZ Indiana

h) Downtown Allocation Area 7 Declaratory

- Amend the declaratory resolution and the redevelopment plan for the Downtown Urban Renewal Area.

i) Garrison Frazier Project – TIF Area 8

- Amend the Declaratory Resolution and the Redevelopment Plan for the Downtown Urban Renewal Area.

j) Baker Tilly Engagement Letter

- Approve engagement letter from Baker Tilly regarding TIF services.

4. Staff Updates

5. Other Business

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

9. Public Comment

10. Adjournment



REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, February 11, 2025
4:00 p.m.

PRESENT: Dina Harris, Sandi Schreiber, Wes Steffen, Willie Brown, Luke Lefever, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Jacob Wolgamood, Mary Kaczka, Ambrose Kamy, Megan Erwin and Drew Wynes

PRESENT BY WEBEX: Chris Pottratz and Dave Weaver

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 TO THE AGENDA

Ms. Schreiber asked for a motion to amend the agenda for February 11, 2025. Moved by Mr. Brown. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

Ms. Schreiber welcomed our new commissioner Luke Lefever to the Redevelopment Commission.

APPROVAL OF MEETING MINUTES

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

NEW BUSINESS

A. OPENING OF BIDS

Mr. Adam Fann addressed the commission stating we did not receive any bids.

B. 3701 SOUTH MAIN STREET PROGRESS PRESENTATION

Mr. Mike Huber introduced Jeff Martin from Industrial Commercial Properties. Mr. Martin gave a presentation to the commission and answered questions.

C. 420 SOUTH SECOND STREET RENT CREDIT

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve rent credit to the tenant in the amount of \$728.51. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

D. KAREN DRIVE APPRAISAL

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to authorize staff to order appraisals as needed for real estate and acquisition purposes in the Cassopolis Street Corridor Economic Development Area allocation Area and appropriate \$5,000 from that fund to cover the costs of the appraisals. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

E. 1701 STERLING AND 824 REN STREET REPLAT

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of JPR for survey services on properties with a cost not to exceed \$9,000, approve the engagement letter and appropriate \$9,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of services. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

F. WATER USAGE

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Public Works water invoices for payment and appropriate \$543.24 from Brownfield Special Fund for the Roundhouse site water usage and \$39.24 from Technology Park TIF Funds for Walter Piano site water usage. Moved by Mr. Steffen. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

G. 1913 YUMA AVENUE OFFERING

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve offering the property at 1913 Yuma Avenue as set forth in the resolution and approve the offering sheet attached to the resolution as well as public notice form. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

H. WINDSOR RFO

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the form in terms of the request for quotes and form of proposed agreement for professional services as attached and authorize staff to issue notice to professional engineering firms capable of performing the services to submit proposals for opening on March 11, 2025. Moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

I. RFQ FOR APPRAISAL SERVICES 2025-2027

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to authorize staff to issue the proposed requests for quotes for appraisal services for 2025-2027 as described by staff. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

J. RFQ FOR ENVIRONMENTAL SERVICES 2025-2027

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to authorize staff to issue the proposed request for quotes for environmental services for 2025-2027 as described by staff. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

K. 225 E JACKSON BLVD REIMBURSEMENT

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the form and content of the development agreement as presented and authorize the officers to execute the same. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

L. BARNES & THORNBERG ENGAGEMENT FOR PROFESSIONAL SERVICES RELATED TO SOUTH MAIN AND FREIGHT STREET PROJECTS

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Barnes & Thornberg engagement letter as submitted. Moved by Mr. Steffen. 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

- **Conn** – On pause due to government cutbacks. Any work that has been scheduled is ongoing, but no new work is being done.
- **Freight Street** – Demolition is done
- **Roundhouse** – Fence is completed
- **Woodland Crossing** – We anticipate the completed master planning document from Neighborhood Evolutions and WBK by the end of March. Infrastructure and parking lot improvements would be necessary before any new development could occur.

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$36,792.31. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

PUBLIC COMMENT

No public comment.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:52 p.m.

Sandra Schreiber, President



City of Elkhart
Redevelopment Commission

Elkhart Redevelopment Commission
Pre-Agenda Meeting Summary
For February 7, 2025

PRESENT: Willie Brown, Luke Lefever, Sandi Schreiber, Gary Boyn, Chris Pottratz, Mike Huber, Adam Fann, Sherry Weber, Mary Kaczka, Joshua Hofer, Drew Wynes, and Alexander Otto

PRESENT BY WEBEX: Megan Erwin

The Commission reviewed each agenda item and staff explained the status of each matter to date and the need for and purpose of the proposed Resolution to be acted upon at the upcoming Elkhart Redevelopment Commission meeting on February 11, 2025.

RESOLUTION NO. 25-R- 020

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY
OF ELKHART, INDIANA, GRANTING ACCESS TO REAL ESTATE AT
121 W. FRANKLIN ST.

WHEREAS, The Commission has received a request from DJ Construction Company, Inc. for right of access over and upon the Commission's property at 121 W. Franklin Street to park passenger vehicles for its work force and subcontractors needed for its off-site renovation work at 107 W. Franklin Street; and

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

NOW THEREFORE, BE IT RESOLVED:

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

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11TH
DAY OF MARCH 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 2/12/25
Re: 121 Franklin Parking Lot Use Agreement

Staff has been contacted by DJ Construction for permission to use the parking lot at the rear of 121 Franklin for DJ Construction staff and sub-contractor staff parking during the renovation of the Patrick Building. Staff is requesting the Commission approve the attached use/access agreement.

ACCESS AGREEMENT
(121 W. Franklin Street)

This Agreement is made between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, (“City”) and DJ Construction Company, Inc. of Goshen, IN (“Contractor”) effective as of March 11, 2025.

Whereas, Contractor is performing work at 107 W. Franklin Street (the “Work Site”) and has requested permission to access the City’s property at 121 W. Franklin St. (the “Property”) to provide vehicle parking spaces for its work force and subcontractors ; and

Whereas, City agrees to allow such access on the following terms.

Now, therefore, in consideration of the mutual agreements herein set forth, the parties agree as follows:

1. The City grants Contractor the right to access the Property to provide passenger vehicle parking for its workforce and subcontractors during work hours in the parking area on the South side of the former Chase Bank building from March 11, 2025 through August 31, 2025, all at Contractor’s sole cost and expense.
2. Contractor and its agents will not cause any permanent damage to the Property nor leave any materials or debris on the Property upon its vacation of the Property.
3. Prior to entry, Contractor will photograph the Property and, at the time it vacates the property, restore it to the same condition it was in on date of entry.
4. Contractor will provide City proof of its (or its agents) public liability and property damage insurance coverage, both in amounts deemed adequate by City to cover any risks to persons and property associated with Contractor’s access and temporary use of the Property. Contractor (or its agents) shall name City as an additional insured on all such insurance policies. Contractor agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from Contractor’s access and temporary use of the Property.
5. Contractor and its agents will abide by all applicable laws and regulations affecting its use and occupancy of the Property, and will maintain the Property in a clean and sightly condition during its access period, which includes debris and trash removal.
6. This Agreement shall be construed in accordance with the laws of the State of Indiana, and may only be amended in a writing signed by both parties.

In Witness Whereof, the parties executed this Agreement as of the date above set forth.

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

DJ Construction Company, Inc.

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

By: _____

Print name and title

RESOLUTION NO. 25-R- 021

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, AUTHORIZING OFFERS TO PURCHASE PARCELS AND THE NEGOTIATION OF PURCHASE AGREEMENTS

WHEREAS, The Commission has obtained appraisals on the parcels of real estate listed on Exhibit A attached hereto (the "List"), and requests that the Commission authorize the presentation of offers to purchase the properties on the List and to negotiate terms for the purchase of such properties subject to final approval of the Commission; and

WHEREAS, the Commission desires that the staff and its approved realtor present offers to purchase the parcels on the list directly to the Owners thereof for the amounts specified on the list which do not exceed the average of the appraisals and negotiate the terms of purchase in accordance with I.C. 36-7-14-19 (the "Act").

NOW THEREFORE, BE IT RESOLVED:

1. The Commission directs the staff to cause to be delivered to the Owners an offer to purchase the fee simple interest in the parcels at the prices specified on the List.
2. The Commission further authorizes the Officers and staff to negotiate a Purchase Agreement with the willing sellers subject to final approval by the Commission in accordance with the Act on such terms as they deem reasonable, provided the prices indicated on the List may not be exceeded unless specifically authorized by the Commission, and, if the negotiations are successful, present the form of Purchase Agreement to the Commission for final consideration and approval at a public meeting.
3. 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 11TH DAY OF MARCH 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 2/26/25
Re: South Main Property Offerings

Staff has received 2 independent appraisals for parcels in the Consolidated TIF that are associated with potential strategic acquisitions for the purpose of ongoing redevelopment of the South Main corridor. Staff would like to extend offers via our Real-estate representative to the below owners in the listed amounts.

Address	Owner	Parcel #	Offering Price
726 S Main	Katrina Torres	20-06-08-227-020	\$ 77,000.00
736 S Main	Monika Holding LLC	20-06-08-227-024	\$ 24,000.00
	Monika Holding LLC	20-06-08-227-002	
738 S Main	A&M Wireless Inc	20-06-08-227-003	\$ 180,500.00
742 S Main	Isabel & German Gutierrez	20-06-08-227-022	\$ 147,850.00
	Isabel & German Gutierrez	20-06-08-227-023	
	Isabel & German Gutierrez	20-06-08-227-005	
	Isabel & German Gutierrez	20-06-08-227-021	
812 S Main	Georgia & Scott Martin	20-06-08-227-006	\$ 271,100.00
Vac Lot 800 blk	Quing Xu	20-06-08-227-011	\$ 9,150.00
900 S Main	Benjamin Lee	20-06-08-227-012	\$ 29,000.00
234 St Joseph	Keith Templeman	20-06-08-205-003	\$ 13,225.00

RESOLUTION NO. 25-R- 022

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, AMENDING THE DOWNTOWN URBAN RENEWAL AREA PLAN AND CASSOPOLIS STREET CORRIDOR ECONOMIC DEVELOPMENT AREA PLAN

Whereas, on December 10, 1985 and on February 25, 1986, the Commission adopted and confirmed resolutions which established the Downtown Urban Renewal Area (the "Downtown Area") and designated the Downtown Area as an allocation area for purposes of IC 36-7-14-39 which allocation area is known as Allocation Area No. 1 (also known as Elkhart Allocation Area No. 1, Downtown Development Area Allocation Area No. 1 and Downtown Redevelopment Area Allocation Area No. 1) (hereinafter the "Allocation Area No. 1") and approved an urban renewal plan for the Downtown Area, which has been amended from time to time (the "Downtown Area Plan"); and

Whereas, on November 8, 2005, the Commission adopted Resolution 05-R-21 which created the Cassopolis Street Corridor Economic Development Area and Allocation Area (the "Cassopolis Area") and approved the Plan for the Area (the "Cassopolis Area Plan") which was confirmed on January 10, 2006, by the adoption of Confirming Resolution 26-R-02; and

Whereas, the Commission desires to amend the Downtown Area Plan and Cassopolis Area Plan (the "Area Plans") to add the additional activities set forth herein which will increase the economic activity and growth of both of the Areas; and

Whereas, the proposed amendment to the Area Plans and supporting data were reviewed and considered at the meeting; and

Whereas, IC 36-7-14-15 through 17.5 establish procedures for adopting amendments to the Plans.

NOW THEREFORE BE IT RESOLVED:

1. The Commission now finds that the public health and welfare will be benefitted by the proposed amendment of the Downtown Area Plan and Cassopolis Area Plan, the amendments to the Area Plans are reasonable and appropriate when considered in relation to the original Area Plans and the purposes of IC 36-7-14, and the Area Plans, with the proposed amendments, conform to the comprehensive plan for the City of Elkhart.

2. The Area Plans, as previously amended, are hereby further supplemented and amended by adding the following proposed activities (the "2025 Amendment") to each Plan:

"The Commission shall support, through available TIF revenues, EDC Bonds and loans, and other available funding sources, parking lot and parking garage projects in the Area and throughout the City that are intended to help meet the parking needs of housing projects, businesses, sports, entertainment and other activities that serve the Area by drawing new residents, tourists and attendees to the Area who will utilize the Area hotels, motels, stores, restaurants, shops and businesses, and favorably impact the economic growth of the Area."

3. In all other respects, the Area Plans, as amended, shall remain unchanged and in full force and effect.

4. The Commission does not at this time propose to acquire by purchase any specific parcel or land or interests in land within the boundaries of the Areas. If at any time the Commission proposes to take such actions the required procedures for further amending the plan will be followed, including notice by publication to affected property owners and a public hearing.

5. The 2025 Amendment to the Area Plans is hereby approved.

6. The Commission directs the presiding officer to submit this Resolution to the Plan Commission for its approval, and to submit this Resolution and the approving order of the Plan Commission to the Council for its approval of the 2025 Amendment to the Area Plans.

7. The Commission directs the presiding officer, after receipt of the written order of approval of the City of Elkhart Plan Commission ("Plan Commission") which has been approved by the Common Council of the City ("Council"), to publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4 and to file notice with the Plan Commission, Board of Zoning Appeals, the building commissioner, and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The Notice must state that maps and plats of the Area have been prepared and are available for inspection at the office of the City's Department of Redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by, and will determine the public utility and benefit of, the proceedings pertaining to the 2025 Amendment to the Area Plans.

8. This Resolution shall be effective upon passage.

ADOPTED BY UNANIMOUS VOTE THE 11TH DAY OF MARCH 2025.

ELKHART REDEVELOPMENT COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

SIDE YARD USE AGREEMENT

This Agreement is effective as of the 11th day of March 2025, (the “Effective Date”) between City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission (“City”) and Ashley Thompson of 1218 Bar Street, Elkhart, Indiana (“Adjacent Owner ”)

RECITALS

1. City owns the vacant lot described on Exhibit A hereto, in the City of Elkhart (the “Lot”), and Adjacent Owner owns the residence adjacent thereto at 1218 Bar Street.
2. Adjacent Owner has requested permission to use the Lot as a side yard for her residence and the City is willing to grant such permission on the terms set forth herein.

In Consideration of the mutual agreements herein set forth, the parties agree as follows:

TERMS OF AGREEMENT

1. The parties incorporate the foregoing Recitals as part of this Agreement.
2. City grants Adjacent Owner the right to use the Lot as a side yard to her residence during the term of this Agreement.
3. Adjacent Owner will not construct or place any structures or make any permanent improvements to the Lot during the term of this Agreement, or any extension hereof, without the express prior written consent of City.
4. Adjacent owner will keep the Lot in a clean and sightful condition at all times including mowed and clean of trash and debris.
5. Adjacent Owner will include the Lot under the PL/PD Homeowner’s Policy in force for his residence, will add the City as an additional insured under that policy as its interest may appear, and agrees to hold the City harmless from any and all claims for personal injury or property damage that may occur on or about the Lot during the term hereof.
6. City and Adjacent Owner will continue discussions as to the terms of a possible purchase, or longer term lease, of the Lot by Adjacent Owner upon termination of this Agreement. Upon the expiration of this Agreement, if Adjacent Owner has not purchased the Lot, any improvements made to the Lot shall become City property.
7. This Agreement shall terminate at midnight on the two (2) year anniversary date following the Effective Date.

In Witness Whereof, the parties executed this Agreement as of the Effective Date.

City of Elkhart, Indiana
Dept. of Redevelopment

Adjacent Owner:

By _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Ashley Thompson

Drafted by the Law Firm of Warrick & Boyn, LLP by Gary D. Boyn.

RESOLUTION NO. 25-R- 023

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING 2024 ANNUAL REPORT

WHEREAS, The Department of Redevelopment is required to file an Annual Report of its activities in the preceding calendar year with the City's Executive and fiscal bodies by April 15 of each year, and electronically with the Indiana Department of Local Government Finance (the "Report"); and

WHEREAS, the Commission has reviewed the 2024 Annual Report and desires to approve it for submission.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the 2024 Annual Report and authorizes its issuance.
2. The Commission authorizes its officers and staff to submit the Report to the Mayor, Common Council and Department of Local Government Finance, and any other appropriate bodies, and to do all acts which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 11th DAY OF MARCH 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary



Redevelopment Commission Annual Report 2024

January

- The Commission approved the employment of Heron Environmental to complete Phase 1 at 1918 Markle Ave.
- The Commission approved the employment of Roberts Environmental Soil Remediation Services for 1101 Beardsley in the amount of \$5,492.45 paid from Brownfields Account Special Fund.
- The Commission approved a second amendment to Woodland Crossing Declaration of Covenants, Conditions and Restrictions.
- The Commission approved an allocation of purchase price between COEI & EGAP Elkhart 1, LLC real property \$4,700,000, intangible property \$425,000.
- The Commission approved CDBG contract for Fair Housing, approved the employment of a consultant to provide technical assistance on CDBG Fair Housing Programs and appropriate \$10,000 from CDBG Program Special Fund.

February

- The Commission approved Environmental Restrictive Covenant (ERC) contract for environmental testing at 824 Ren Street and appropriated \$35,299.05 from Consolidated TIF.
- The Commission approved the purchase agreement for 117 Freight Street for \$300,000 and appropriated \$305,000 from Downtown Allocation Area No. 1 Special Fund.
- The Commission authorized appraisals for Franklin and Forth and appropriated \$1,800 from Downtown Allocation Area No. 1 Special Fund. (CHASE)
- The Commission approved to establish operating procedures for Lots 1,3,5 & 6 in Woodland Crossing operating account and security deposit account.
- The Commission approved the CDBG YWCA amended sub-recipient agreement.
- The Commission approved RFP for Master Developer at Woodland Crossing.
- The Commission authorized BOW to continue to lease out and manage the Central Green site pending final determination of the proposed amphitheater project.

- The Commission approved the employment of Ice Miller to provide services for LaBour Pump and G&W VRP closure and appropriate \$41,111 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund.
- The Commission approved NIBCO use agreement for 515 Hug Street.
- The Commission authorized staff to make an offer to lease the parking lot at Concord Mall.
- The Commission authorized appraisals for Concord Mall Property and appropriated \$2,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund.
- The Commission approved Woodland Crossing service contracts and 2024 CAM budget.

March

- The Commission approved RFP for 1000 block of South Main Street properties, authorized its issuance and offering of real estate for sale at the price of \$300,000.
- The Commission approved redevelopment encumbrances from 2023 budget to 2024 fund summary.
- The Commission approved a change order for Metric Environmental, LLC remediation work plan for services at 1101 Beardsley Ave and appropriated \$2,157.34 from Brownfield Account Special Fund.
- The Commission approved addendum to loan, development agreement and lease agreement for Concord Mall parking lot and refer to resolution #23-R-068 for appropriation of \$2,000,000 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund.
- The Commission authorized appraisals for 1000 Block of South Main Street and appropriated \$1,500 from Downtown Tax Allocation Area No. 1 Special Fund.
- The Commission pledged certain tax increment revenue to the payment of certain table economic development revenue bonds for the City of Elkhart for the Parkway at 17 project.
- The Commission approved the employment of independent appraisers to provide appraisals and appropriated \$3,000 from Downtown Tax Allocation Area No. 1.

April

- The Commission held public comment on the draft Annual Action Plan for CDBG 2024.
- The Commission approved the 2023 Redevelopment Annual Action Plan.
- The Commission authorized appraisal for 1043 South Main and appropriated \$400 from Downtown Tax Allocation Area No. 1 Special Fund.
- The Commission approved offering \$10,800 on Prairie Street property.
- The Commission approved Heron Environmental Phase 1 study at Freight & St. Joseph Street and appropriated \$12,220 from Brownfield Services.
- The Commission approved the Goodwill Industries use contract for the corner of 6th and Indiana.
- The Commission granted ICC Group, Inc. access to 3508 South Main Street.
- The Commission approved offering \$2,300,000 to purchase 121 West Franklin.

- The Commission approved the proposal from Stone Planning for Amphitheater advisory services.
- The Commission approved AML subordination agreement for CDBG.
- The Commission approved River Greenway Pathway Connection and authorized \$38,000 from Downtown Allocation Area No. 1.

May

- The Commission approved RFP for 1000 block South Main Street development.
- The Commission approved the employment of Heron Environmental to conduct Phase 1 at 121 West Franklin Street, 402 West Franklin Street and 1111 Prairie Street and appropriated \$4,000 from Brownfield Services.
- The Commission approved the purchase of 420 South Second Street for the price of \$150,000 and appropriated \$160,000 from Downtown Allocation Area No. 1 Special Fund.
- The Commission approved the change order for Roberts Environmental UST Soil Test services at 1000 Block South Main Street and appropriated \$6,650 from Downtown Allocation Area No. 1 Special Fund.
- The Commission approved the change order for South Main parking lot demolition project and appropriated \$9,000 from Consolidated South Elkhart TIF.
- The Commission approved the purchase agreement for 1111 Prairie Street and appropriated \$30,000 from Downtown Allocation Area No. 1 Special Fund.
- The Commission approved addendum to purchase agreement for Freight Street/St. Joseph Street properties.
- The Commission approved the site plan and offer of \$10,000 for the corner of South Main Street and Lusher Ave. (2101-2111 South Main Street).
- The Commission authorized the expenditure for Lerner on the Lawn 2024 program and appropriated \$10,000 from Downtown Allocation Area No. 1 Special Fund.
- The Commission approved the 2024 Budget Year Determination for TIF Revenues – No excess TIF funds.
- The Commission approved the purchase agreement for 121 West Franklin and related lots.
- The Commission authorized the expenditure of funds for Artwalk 2024 and appropriated \$23,000 from Downtown Allocation Area No. 1 Special Fund.

June

- The Commission listened to a presentation from Garrison Frazier on the 1000 block South Main Street development.
- The Commission listened to Dave Weaver presentation on River District Zones 2 and 3.
- The Commission approved 930 South Main access agreement with Indiana Brownfields Program Petroleum Orphans Site Initiative.
- The Commission approved 2101-2111 South Main Street purchase and development agreement with David A. Nufer, LLC. In the amount of \$10,000.
- The Commission approved offering lots on Freight Street and St. Joseph Street for sale.

- The Commission approved the Cross Excavating and Demolition contract change for South Main Demolition and appropriated \$9,020.37 from Downtown Allocation Area No. 1 Special Fund.
- The Commission authorized appraisals for 142 State Street property and authorized \$900 from CDBG Program Funds.
- The Commission approved 2440 Frances Avenue CDBG subordination agreement for \$50,000.

July

- The Commission accepted RFP from Garrison Frazier for Freight Street redevelopment and RFP from Neighborhood Evolutions for Woodland Crossing redevelopment.
- The Commission authorized appraisals for potential sales and acquisitions on vacant lots owned by the Commission and appropriated \$10,000 from Downtown Allocation Area No. 1 Special Funds and \$10,000 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund.
- The Commission approved funding for Downtown After Dark not to exceed \$50,000 from Downtown Allocation Area No. 1 Special Fund.

August

- The Commission approved the transfer of real property to the Board of Public Works (16' strip off east side of 117 Freight Street).
- The Commission approved additional PFAS testing at 824 Ren Street and appropriated \$11,937.95 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area No. 1 Special Fund.
- The Commission accepted transfer of real property from the Board of Public Works. Property is located at 2101-2111 South Main Street and Tract B on replat of Lots 51-78 Hudson Sterling Addition.
- The Commission approved amendment to purchase agreement for 121 West Franklin and related lots.
- The Commission approved the employment of WBK Engineering (Bodwe) to provide Woodland Crossing Master Plan development services and appropriated \$75,000 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area No. 1 Special Fund.
- The Commission approved the employment of Neighborhood Evolutions to provide economic development services for South Central Elkhart not to exceed \$258,000.
- The Commission approved and ratified the execution of addendum to voluntary remediation agreement for the G&W site.
- The Commission approved an invoice for LaBour Pump litigation costs and appropriated \$5,501.44 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area No. 1 Special Fund.
- The Commission approved purchase and development agreement and grant of lien and restrictive covenants for 142 State Street.

- The Commission appropriated \$440,000 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area No. 1 Special Fund for Woodland Crossing Improvements (Reroofing).
- The Commission approved River District TIF Pledge Area No. 4 TIF Revenues, Area No. 5 TIF Revenues and Area No. 6 TIF Revenues.

September

- The Commission held a public hearing to review the Consolidated Annual Performance Report (CAPER) for expenditures of CDBG funds for program year 2023.
- The Commission authorized the offering of real estate for sale under 36-7-14-22 (parcel #20-06-10-155-009-012) Lots 4, 5, & 6 Paul's East End.
- The Commission authorized the sale of real estate for sale under 36-7-14-22.6 (parcel #20-06-05-203-008-012) Grove Court Lot
- The Commission accepted the transfer of real estate from Board of Public Works (Lot 126, South Elkhart, Third Addition).
- The Commission approved HRP Construction, Inc. use agreement for 3508 South Main Street.
- The Commission approved Heron Environmental proposal for additional testing and soil management plan and appropriated \$2,700 from Brownfield Services.
- The Commission approved Cassopolis Street improvements and appropriated \$350,000 from Cassopolis Corridor Economic Development Area Allocation Area Special Fund.
- The Commission approved the Woodland Crossing listing agreement with Market Place Realty for leasing vacant spaces.
- The Commission approved Woodland Crossing snow and salt contract with DS Grounds Care, LLC.
- The Commission approved the contract and employment of Christopher B Burke Engineering, LLC for South Main Streetscape Improvements not to exceed \$156,730 and appropriated \$117,547.50 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area No. 1 Special Fund and \$39,182.50 from Downtown Allocation Area No. 1 Special Fund.
- The Commission approved the employment of Baker Tilly, LLC for municipal bond reporting services.
- The Commission approved access agreement with Great Lakes Mennonite Thrift, Inc. for access to 138-4 Woodland Crossing Shopping Center.
- The Commission approved CDBG PY24 Sub-recipient Agreements for
 - Boys and Girls Club of Elkhart County
 - Goodwill Industries of Michiana
 - Health Plus Indiana
 - Maple City Health Care Center
 - St. James AME Church
 - YWCA North Central Indiana, Inc.
- The Commission approved a second amendment to Shopping Center lease.

- The Commission authorized the Parks Department to issue an RFP for a playground while Redevelopment still owns the property and work through the process of transferring this property (Soma Commons on Division) to the Parks Board.

October

- The Commission accepted the Annual TIF Report from Baker Tilly.
- The Commission approved LaCasa property offer to sell River Vista lots.
- The Commission accepted the transfer of 17 parcels to Redevelopment Commission from the Board of Public Works.
- The Commission approved the installation of wood post barriers at 930 South Main.
- The Commission accepted the offer letter for Grove Court in the amount of \$200.
- The Commission accepted the offer and approved purchase agreement for vacant land on Indiana Avenue at the sum of purchaser exchange and deeding to seller on York Street in the City of Elkhart.
- The Commission approved the issuance of RFI for East Windsor Avenue sidewalk.
- The Commission approved the employment of Realtor Group Services and appropriated \$5,000 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area No. 1 Special Fund.
- The Commission authorized staff to receive bids for Freight Street property demolition.
- The Commission approved the CDBG PY24 Sub-recipient Agreement with the Council on Aging of Elkhart County.
- The Commission approved CDBG PY24 Annual Action Plan Grants for
 - Tolson - \$10,000 for ADA playground equipment
 - LaCasa - \$49,500 for Homebuyers Program
 - LaCasa - \$60,000 for rehab at 516 South Main Street
- The Commission approved the 2025 Redevelopment Commission meeting schedule.
- The Commission approved second amendment to Shopping Center lease.

November

- The Commission approved a lease agreement with Addiction Recovery Centers of Indiana, Inc. located at 420 South Second Street.
- The Commission approved the purchase agreement for South Main and River Vista parcels and appropriated \$46,800 from Downtown Allocation Area No. 1 Special Fund and \$25,600 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Special Fund.
- The Commission accepted an offer of \$200 from Abrams for Grove Court vacant land and approved a purchase agreement for Grove Court vacant land.
- The Commission approved airport hangar reimbursement and appropriated \$275,000 from Aeroplex Allocation Area Special Fund.
- The Commission approved the 2025 TIF Spending Plan with flexibility for adjustments as needed.

- The Commission approved the contract and employment of Pelley Excavating for Freight Street demolition and appropriate \$48,551.00 from Downtown Allocation Area No. 1 Special Fund.
- The Commission approved holding the Winter Wonderland at Woodland Crossing event in December.
- The Commission authorized the Board of Public Works and staff to receive and process all special use and event requests for Woodland Crossing and issue all permits deemed necessary and appropriate.
- The Commission approved the 2025 TIF Spending Plans as presented with flexibility for adjustments as needed.
- The Commission approved funding as requested for the Woodland Crossing roof replacement additional costs and request that the Board of Public Works enter into all contracts and take all action necessary and appropriated \$27,503.06 from Special Fund 2560 (Woodland Crossing Operating fund) to help cover the cost of the project.
- The Commission approved the employment of A&G Environmental Solutions for Freight Street asbestos removal and appropriated \$7,135.00 from Downtown Allocation Area No. 1 Special Fund.

December

- The Commission granted permission to release the RFP to local businesses for maintenance services of properties owned by the Redevelopment Commission.
- The Commission approved the employment of Juke Technologies, Inc. consultant at a fee not to exceed \$125,000 to provide collaborative assistance on Music Town programs and appropriated \$75,000 to be divided amongst the five TIF accounts as follows:
 - 30% Downtown TIF
 - 30% Consolidated TIF
 - 30% Cassopolis TIF
 - 5% Aeroplex TIF
 - 5% Technology TIF
- The Commission approved the lease form for lots 1, 3, 5 and 6 in Woodland Crossing.
- The Commission authorized an extension of the Applewhite contract to provide for beginning construction by August 2025 and completion of construction within 12 months of that date with detail to be worked out with staff.
- The Commission approved the Exit 92 strategy, the agreement updates and authorize the expenditure of \$160,000 Cassopolis Street Corridor Allocation Area Special Fund for ECCVB Premier Exit 92 Study for implementation in 2025.
- The Commission approved the strategy for Do Downtown promotions presented and the terms of updating agreement and authorized the expenditure of \$85,000 Downtown Allocation Area No. 1 Special Fund for ECCVB Do Downtown Promotions including the Lerner 100th Anniversary for implementation in 2025.

2024 Commissioners

Mrs. Sandra Schreiber, President
Mr. Wes Steffen, Vice President
Ms. Dina Harris, Secretary
Mr. Gerry Roberts
Mr. Alex Holtz through 2/27/2024
Mr. Willie L. Brown beginning 2/27/2024

School Board Representative

Ms. Dorisanne Nielsen (non-voting member)

2024 Staff

Mike Huber (Director of Development)
Adam Fann (Asst. Director of Development Services)
Jacob Wolgamood (TIF infrastructure Project Supervisor)
Mary Kaczka (Asst. Director of Community Development)
Sherry Weber (Recording Secretary)

The Commission had no employees in calendar year 2024

RESOLUTION NO. 25-R- 024

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PROFESSIONAL
SERVICES AGREEMENT

Whereas, The Commission and Board of Public Works desire to employ DLZ Indiana, LLC (“DLZ”) to provide engineering, planning, landscape, architecture and other professional services, as needed, to support development, redevelopment and other City projects (the “Services”) in accordance with the Standard Form of Agreement for Professional Services attached hereto (the “Agreement”); and

Whereas, DLZ shall provide a scope of work and proposed fee schedule for such Services for each project to be agreed upon by the parties prior to commencement of any project Services, all as more fully set forth in the Agreement; and

Whereas, the funds to pay for such Services are already budgeted; and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the form and content of the Agreement and authorizes the employment of DLZ to perform the Services, as needed.
2. The Officers of the Commission are hereby authorized to execute the Agreement and do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 11TH DAY OF MARCH 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary



MEMORANDUM

DATE: March 11, 2025 (Redevelopment Commission)
March 18, 2025 (Board of Public Works)

TO: Redevelopment Commission and Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JS*

RE: **On-Call Professional Services Agreement (PSA) with DLZ Indiana**

The attached professional services agreement, to be accepted by the Redevelopment Commission and the Board of Public Works, has been requested by the Engineering and Community Development staff. This PSA will allow the City staff to request engineering, planning, landscape architecture, and other services, as needed, to support development, redevelopment, and other City projects. Prior to starting any work, DLZ Indiana will prepare a scope of work and proposed fee schedule for the services to be provided.

The action requested by the Redevelopment Commission and the Board of Public Works, respectively, is as follows:

Authorize the [Commission or Board] President to Execute the On-Call Professional Services Agreement with DLZ Indiana.

CITY OF ELKHART, INDIANA
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES
(Edition 2025)

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”)

between The City of Elkhart, Indiana, acting by and through its Board of Public Works and Redevelopment Commission (“Owner”) and DLZ Indiana, LLC (“Engineer”).

For the following Project: (“On-Call Engineering Services”)

Owner and Engineer agree as follows:

Article 1 SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer 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. Owner shall pay Engineer as set forth in **Exhibit C**.
- C. Owner shall make available to Engineer reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Engineer may rely upon said documents without independent verification unless advised by the Owner that verification may be needed such as information from “record drawings” and GIS.

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. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with **Exhibit A**, Part 2, of this Agreement.
 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. *Conflict of Interest* - Conflict of interest means that because of other activities or relationships with other persons, a person or entity is unable or potentially unable to render impartial assistance or advice to the City, or the person's or entity's objectivity in performing the contract work is or might be otherwise impaired, or a person or entity has an unfair competitive advantage.
 4. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to **Exhibit B** of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or

standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
7. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
8. *Documents* – Data, reports, Drawings, Specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Contractor to Owner pursuant to this Agreement.
9. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
10. *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.
11. *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.
12. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
13. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the construction phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner.
14. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
15. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to

properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to **Exhibit B** of this Agreement.

16. *Work* – The entire construction or the various identifiable parts required to be provided under the contract documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the contract documents.

Article 4 SCHEDULE FOR RENDERING SERVICES

4.01 Commencement

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

4.02 Time for Completion

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

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, shall be extended for the period of such delay or Owner shall authorize Engineer to work overtime to make up such lost time, and Engineer'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 Engineer's services are impaired, or Engineer's services are delayed by reason of any error, inconsistency or omission of Engineer, Engineer shall compensate Owner for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages exceed ten percent (10%), in the aggregate of Engineer's compensation. In addition, Engineer 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 Engineer's services, and the rates and amounts of Engineer's compensation, shall be mutually agreed upon by the parties.
- E. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

Article 5 INVOICES AND PAYMENTS

5.01 *Invoices*

- A. *Preparation and Submittal of Invoices* - Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of **Exhibit C**, and in a manner acceptable to Owner. Engineer 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 forty (40) days after receipt or as Owner's standard practices allow.

5.02 *Payments*

- A. Prior to final payment to Engineer, Engineer 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 Engineer 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 Engineer's services, Engineer 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 Engineer in accordance with the terms of this Agreement.
- C. Should Engineer 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.
- D. Engineer's expense records shall be maintained in accordance with generally acceptable accounting principles and shall be available to Owner at mutually convenient times for all services to be compensated on the basis of actual cost

Article 6 ESTIMATE OF COST

6.01 *Construction Cost Estimate*

- A. Engineer's estimate of the Construction Cost is made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. It is understood, however, that Engineer does not have control over the cost of labor, materials, or equipment, and does not warrant that bids or negotiated prices will not vary from the estimate of the Construction Cost.

6.02 *Designing to Construction Cost Limit* – Not Applicable

Article 7 GENERAL CONSIDERATIONS

7.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer shall be responsible to Owner for the costs of any errors or omissions of the Engineer or of consultants retained by Engineer.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may retain such Consultants as Engineer 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 Engineer's obligations to Owner under this Agreement.
- D. Subject to the standard of care set forth in Paragraph 7.01(A), Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing.

- F. Engineer shall not be required to sign any documents that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- J. All Contract Documents and Applications for Payment shall be subject to Owner approval.
- K. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other construction phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the bidding phase; (2) Engineer shall have no shop drawing review obligations during construction; (3) Owner assumes all responsibility for contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (4) the interpretation of the bid documents remains the Engineer's responsibility.

7.02 *Use of Documents*

- A. Upon the making of final payment to Engineer, Owner shall receive ownership of the property rights of all of the Documents prepared, provided or

procured by Engineer or by consultants retained by Engineer. All Documents prepared, provided or procured by Engineer or by consultants retained by Engineer shall be distributed to Owner. Engineer may keep copies for its records. 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 Engineer 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 Engineer or its consultant. However, Owner's use of the Documents for derivative work without Engineer's authorization or involvement is at Owner's sole risk unless negligence of the Engineer's work is the cause of any damages.
- C. Similarly, Engineer shall obtain from its consultants, property rights and rights of use that correspond to the rights given by Engineer 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 Engineer 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.

7.03 *Insurance*

- A. Before commencing its services and as a condition of payment, Engineer 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 Engineer 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. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Engineer 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. Engineer shall maintain Professional Liability insurance with a company satisfactory to Owner for claims arising from any negligent act, error, or omission of Engineer under this Agreement, which shall be a practice policy written for the amounts set forth in **Exhibit D**, "Insurance" with a self-insured retention not to exceed \$500,000. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Engineer for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Engineer. The deductible shall be paid by Engineer.
- D. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in **Exhibit D** "Insurance", and a copy of its Professional Liability policy. Such certificates and policy shall be furnished prior to commencement of Engineer'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. Engineer 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 Engineer's Professional Liability insurance carrier of a claim against the policy.

7.04 *Suspension*

A. *Suspension*

1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.
2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven 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 fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. By Engineer:
 - a) upon seven (7) days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional: or
 - b) upon seven (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Engineer's control.
3. For convenience:
 - a) By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination* - The terminating party under Paragraph 7.04(B) may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, 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, Engineer 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 Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer.

7.05 *Controlling Law*

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

7.06 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.06(B) the assigns of Owner and Engineer) 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 Engineer 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 Engineer 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 Engineer and not for the benefit of any other party.

7.07 *Dispute Resolution*

- A. Owner and Engineer 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.

7.08 *Environmental Condition of Site*

- A. Owner represents to Engineer that to the best of its knowledge, no known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern are located at or near the Site, including type, quantity, and location.
- B. If Engineer encounters an undisclosed Constituent of Concern, Engineer shall notify the Owner and the appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

7.09 *Indemnification by Engineer*

- A. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, engineers, 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 Engineer or Engineer's officers, directors, partners, employees, or Consultants.

7.10 *Conflict of Interest*

- A. The Engineer acknowledges and agrees that it does not have a current Conflict of Interest, as defined in Section 3.01, with the Owner and will not have a Conflict of Interest with the Owner during the term of this Agreement, regardless of whether that Conflict of Interest is real or perceived.
- B. The Engineer further acknowledges and agrees that the Engineer and its Consultants are not currently providing any services to any third parties and will not provide services for at least twenty-four (24) months after the Project is completed that will financially benefit the Engineer and/or its Consultants directly or indirectly.
- C. The Owner, in its sole discretion, may waive a Conflict of Interest if the Engineer notifies the Owner of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.
- D. If the Engineer fails to disclose a Conflict of Interest before the effective date of this Agreement, the Owner may terminate this Agreement as provided in paragraph 7.04.
- E. If the Engineer or its Consultants breach Subsection 7.10(B), the Owner may disqualify the Engineer from bidding or quoting on any future projects by the Owner, or reject any bids or quotes by the Engineer as not responsible.
- F. If the Engineer disputes the determination of the Owner's designated representative that the Engineer has a Conflict of Interest, the Engineer may appeal the designated representative's determination to the Board of Public Works. The Board of Public Work's decision on the matter shall be final.

7.11 *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 Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver* - A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims* - To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of final payment.
- F. The provisions of this Agreement shall be construed according to the laws of the State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.
- G. The Engineer will not participate in the Owner's selection of other consultants for professional services.
- H. The Engineer will not participate in the designation of projects or work tasks that are to be assigned to consultants.
- I. The Engineer will not approve payment or contract modifications for contracts between the Owner and Engineer.
- J. By providing services under this Agreement, the Engineer is not precluded from providing professional services on any other current or future projects with the Owner.

Article 8 E-VERIFY REQUIREMENTS

8.01 *Terms*

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

8.02 *Enrollment and Participation*

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

8.03 *Affidavit*

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

8.04 *Subcontractors*

- A. Should Engineer subcontract for the performance of any work under this Agreement, the Engineer 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. Engineer shall maintain a copy of such certification for the duration of the term of any subcontract.
- C. Engineer shall also deliver a copy of the subcontractor certification to the Owner within seven days of the effective date of the subcontract.

8.05 *Employment of Unauthorized Aliens*

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

- B. Should the Engineer or any subcontractor of Engineer 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.

8.06 *When E-Verify is not Required*

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

Article 9 EXHIBITS AND SPECIAL PROVISIONS

9.01 *Exhibits Included:*

- A. Exhibit A, "Engineer's Services," consisting of one (1) page(s).
- B. Exhibit B, "Owner's Responsibilities," consisting of one (1) page(s).
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of one (1) page.
- D. Exhibit D, "Insurance," consisting of one (1) 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 (1) page.
- G. Exhibit G, "Title VI Notice," consisting of two (2) pages.
- H. Exhibit H, "DLZ Indiana, LLC – Standard Fee Structure – 2025, Engineering/Architectural", consisting of one (1) page.

9.02 *Total Agreement*

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

9.03 *Designated Representatives*

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

9.05 *Investments in Iran*

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

9.06 *Title VI Notice*

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

(Remainder of this page intentionally left blank)

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

OWNER: City of Elkhart, Indiana, acting by and through its Board of Public Works and Redevelopment Commission		ENGINEER: DLZ Indiana, LLC	
By:		By:	
Printed:		Printed:	Andrew C. Lemberis, P.E.
Title:		Title:	Vice President
Date:		Date:	March 3, 2025
Attest:			Engineer License No.: 10100882
	Clerk		State of Indiana

By:	
Printed:	
Title:	
Date:	

Address for giving notices:	Address for giving notices:
Elkhart City Board of Public Works	DLZ Indiana, LLC
229 S. Second Street	2211 E. Jefferson Boulevard
Elkhart, Indiana 46516	South Bend, Indiana 46615

	Designated Representative:		Designated Representative:
			Andrew C. Lemberis, P.E.
Title:		Title:	Vice President
Phone Number:		Phone Number:	574-236-4400
E-Mail Address:		E-Mail Address:	alemberis@dlz.com

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

Engineer's Services

PART I - PROJECT DESCRIPTION

1. The Project includes providing on-call professional engineering and other professional services as directed by the Owner.

PART II - BASIC SERVICES

1. At the direction of the Owner, the Engineer will provide as-needed professional services. The schedules and deliverables of activities to be performed under this Agreement shall be defined and agreed upon, prior to commencement of those activities, through written correspondence (task order, email, etc).
2. If the services performed are more general in nature and not part of a specific task order, upon the Owner's request, the Engineer will provide a weekly written summary identifying the services performed and the hours per day spent.

PART III - SCHEDULE OF SERVICES

1. The schedules of activities to be performed under this Agreement shall be defined and agreed upon, prior to commencement of those activities, through written correspondence (task order, email, etc).

(Remainder of this page intentionally left blank.)

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

Owner's Responsibilities

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

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered for this project. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to the Engineer's services for the project.
- B. Provide all criteria and full information as to Owner's requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- C. Provide available data and information as requested by Engineer and as deemed necessary to complete the services. Data could include utility infrastructure, roadway, and or other public improvements in an AutoCAD or GIS compatible format.
- D. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals, agreements and other documents presented by Engineer, obtain advice of attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- F. Furnish all legal services as may be required.
- G. On every work assignment/task order, provide written authorization to begin work and written approval of completed work. Accomplish reviews and provide written approvals in a timely manner.

(Remainder of this page intentionally left blank.)

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

Payments to Engineer for Services and Reimbursable Expenses

Engineer'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 Engineer's attention immediate so that any problem can resolved quickly.

In consideration of the Basic Services presented in **Exhibit A**, Engineer will be compensated on an hourly rate basis according to the fee structure provided in **Exhibit H**. The maximum obligation for payment of funds for all authorizations processed under this agreement is \$50,000.00.

Invoices will be submitted on a monthly basis based upon actual hours worked at the hourly rate identified in **Exhibit H**.

The Owner shall reimburse the Engineer all fees paid to review agencies to secure permits necessary for the project.

(Remainder of this page intentionally left blank.)

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

Insurance

Paragraph 7.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

Insurance

A. The limits of liability for the insurance required by paragraph 7.04 of the Agreement for Engineer 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 Engineer for Professional Services**

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, **Andrew C. Lemberis** 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 **DLZ Indiana, LLC** (“Engineer”) in the position of **Vice President**.
3. I am familiar with the employment policies, practices, and procedures of Engineer and have the authority to act on behalf of the Engineer.
4. Engineer 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. Engineer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Engineer 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 3rd day of March, 2025.



Printed: Andrew C. Lemberis, P.E.
Vice President
DLZ Indiana, LLC

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

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, **Andrew C. Lemberis** 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 3rd DAY OF March, 2025.



Printed: Andrew C. Lemberis, P.E.
Vice President
DLZ Indiana, LLC

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services



Title VI Notice

Title VI Policy

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

The Title VI Coordinator is:

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

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

Acceptance by Engineer

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

Andrew C. Lemberis

Printed Name

March 3, 2025

Dated

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

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

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

DLZ INDIANA, LLC - STANDARD FEE STRUCTURE - 2025 ENGINEERING/ARCHITECTURAL		
Bill Class Code	Employee Classification	Hourly Rate
001	Officer / Principal Architect	\$305.00
005/003	Division Manager/Director	\$285.00
007	Department Manager	\$260.00
246/14/B33	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$170.00
008/B10	Senior Project Manager / Project Manager II	\$250.00
B09/708	Project Manager I / Group Manager	\$237.50
A12/A72/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	\$245.00
A11/A71/A94/B03	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	\$240.00
A10/A70/A80/A93/A60/B02	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	\$225.00
216/102/112/264/B01	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	\$200.00
217/107/A78/A91/265	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	\$170.00
218/106/A77/A90/266/246	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	\$135.00
902	Designer I	\$122.50
901	Designer II	\$135.00
900/258	Designer III / Utility Coordinator	\$185.00
906	Technician	\$100.00
903	Technician IV	\$130.00
B33	Right of Way Agent II	\$130.00
220	Construction Observer Manager /Administrator	\$180.00
221	Construction Observer	\$145.00
043	Clerical	\$82.50
041	Office Services Coordinator	\$122.50
980	Intern / Apprentice	\$85.00
Activity Code	Crew Classification	Hourly Rate
142/99	2 - person Topographic Survey Crew	\$295.00
142/99	2 - person Topographic Survey Crew (overtime)	\$365.00
336/127	1 - person Field Crew / Party Chief	\$175.00
336/127	1 - person Field Crew / Party Chief (overtime)	\$245.00
GPS/339	1 - person GPS/RTK Field Crew	\$245.00
SCAN	HDS Laser / UAS Scanning Crew	\$350.00
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$125.00
Reimbursable Expenses		Rate
Mileage		\$0.70/mil
Travel Expenses		@ Cost
Living Expenses		@ Cost
Reproduction		Cost plus 20%
Subconsultants		Cost plus 20%
Equipment Rental		Cost plus 20%
Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.		

RESOLUTION NO. 25-R- 025

**RESOLUTION OF THE ELKHART REDEVELOPMENT COMMISSION AMENDING
THE DECLARATORY RESOLUTION AND THE REDEVELOPMENT
PLAN FOR THE DOWNTOWN URBAN RENEWAL AREA**

WHEREAS, the City of Elkhart (the “City”) Redevelopment Commission (the “Commission”) pursuant to IC 36-7-14 (the “Act”) serves as the governing body of the City of Elkhart Redevelopment District; and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the “**Declaratory Resolution**”) which established and expanded an urban renewal area needing redevelopment known as the Downtown Urban Renewal Area (the “Area”), designated the Area as an Allocation Area for purposes of IC 36-7-14-39 which allocation area is known as Allocation Area No. 1 (and also known as Elkhart Allocation Area No. 1, Downtown Development Area Allocation Area No. 1 and Downtown Redevelopment Area Allocation Area No. 1) (hereinafter, the “**Allocation Area No. 1**”), all in accordance with the Act, and approved an urban renewal plan for the Area (the “**Plan**”) pursuant to the Act; and

WHEREAS, the Declaratory Resolution was amended in 2016 to create Allocation Area No. 2 (sometimes referred to as Downtown Elkhart Allocation Area No. 2); in 2018 to carve out and create Allocation Area No. 3 (sometimes referred to as Downtown Allocation Area No. 3), and in 2024 to carve out and create Allocation Area Nos. 4, 5, and 6 (sometimes referred to as Downtown Allocation Areas 4, 5, and 6) and to update the Plan for development of the Area; and

WHEREAS, the Commission has outstanding certain: (i) Tax Increment Revenue Bonds, Series 2015, dated June 30, 2015, now outstanding in the amount of \$6,085,000 and maturing on February 1, 2035 (“**2015 Bonds**”); and (ii) Taxable Economic Development Revenue Bonds, Series 2017, dated December 21, 2017, now outstanding in the amount of \$4,505,000 and maturing on February 1, 2035 (“**2017 Bonds**”);

WHEREAS, the bond resolutions authorizing the 2015 Bonds and the 2017 Bonds (hereinafter, collectively, “**Outstanding Obligations**”), allow alteration of Allocation Area No. 1 if, in the judgment of the Commission, the alteration does not: (i) adversely affect the owners of the Outstanding Obligations; or (ii) impair the pledge of Tax Increment (as defined in the bond resolutions) to the Outstanding Obligations; and

WHEREAS, the Commission now desires to amend the Declaratory Resolution and Plan to: (A) reduce Allocation Area No. 1 by removing certain parcels/area from Allocation Area No. 1 as shown on the map attached hereto as Exhibit A from Allocation Area No. 1 (“**Area No. 7 Parcels**”) and designate the Area No. 7 Parcels as

a separate allocation area pursuant to Section 39 of the Act to be known as the Downtown Elkhart Allocation Area No. 7 (the “**Allocation Area No. 7**”); Allocation Area No. 1, as reduced, will continue to be known as the Downtown Allocation Area No. 1; (B) adopt a supplement to the Plan attached hereto as Exhibit B (the “**2025 Plan Supplement**”) to include the projects set forth therein (the “**2025 Projects**”), in, serving or benefiting the Area, including the construction of two (2) or more buildings consisting of a minimum of Eighty-Nine (89) for-rent residential units, 8,500 square feet of office space, 8,500 square feet of retail space, and a parking garage, together with all necessary appurtenances, related improvements, and equipment, needed to support the proposed development (“**Area 7 Projects**”), in, serving or benefiting the Area (clauses (A)-(B), collectively, the “**2025 Amendments**”); and

WHEREAS, if the property is re-platted at a future date it will be filed with the Elkhart County Auditor and the Department of Local Government Finance; and

WHEREAS, the Downtown Allocation Area, as reduced, shall maintain the same base assessment date as the original Downtown Allocation Area No. 1; and

WHEREAS, Allocation Area No. 7 shall have a base assessment date of January 1, 2025; and

WHEREAS, the 2025 Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, IC 36-7-14-15 through 17.5 establish the procedures for adopting amendments to the Declaratory Resolution and Plan; and

WHEREAS, the Commission now desires to approve the 2025 Amendments.

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

1. It will be of public utility and benefit to amend the Declaratory Resolution and the Plan for the Area as provided in the 2025 Amendments and to continue to develop the Area, including the Allocation Area and the Plan, as amended herein, under the Act.

2. If all or a portion of the Allocation Area needs to be re-platted at a future date, any revised parcel lists will be filed with the Elkhart County Auditor and the Department of Local Government Finance.

3. The Commission hereby finds that: (i) the current assessed value in the proposed Allocation Area is \$1,044,500.00; (ii) the current estimated annual property tax revenue from the proposed Allocation Area is \$9,579.50; (iii) the 2017 Bonds have a minimum annual property tax payment of \$400,000 (“**Minimum Taxpayer Payment**”); (iv) the 2017 Bonds have a primary pledge of Tax Increment generated in Allocation Area No. 2; (v) the Tax Increment estimated to be generated in Allocation Area No. 1, when taking into account the Minimum Taxpayer Payment and Tax Increment generated in Allocation Area No. 2 exceeds 253% of the debt service due on the Outstanding Obligations; and (vi) additional growth has occurred in Allocation Area No. 1 subsequent to issuance of the Outstanding Obligations and, therefore, the Commission finds that altering Allocation Area No. 1 in the manner set forth herein will not adversely affect the owners of the Outstanding Obligations in any material way.

4. The Commission finds that the 2025 Projects will be of public utility and benefit as measured by the provision of residential units and an increase in the property tax base. The Commission further finds that the

public health and welfare will be benefited by the accomplishment of the 2025 Projects by: (i) providing additional housing options to attract new residents to the community and retain existing residents that are looking for new housing options in the community; (ii) increasing the property tax base; and (iii) through the development of an approximately +/- 1.36 acre area, supporting residential development allowing more residents the opportunity to live and work within the City.

5. Allocation Area No. 1, as reduced, shall maintain its original base assessment date.

6. Allocation Area No. 7 shall have a base assessment date of January 1, 2025.

7. The 2025 Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution and Plan and the purposes of the Act.

8. In support of the findings and determinations set forth in Sections 1 through 4 above, the Commission hereby adopts the specific findings set forth in Exhibit C.

9. The Commission does not at this time propose to acquire by purchase any specific parcel of land or interests in land within the boundaries of Allocation Area No. 7. If at any time the Commission proposes to purchase specific parcels of land, the required procedures for amending the Plan, as amended by the 2025 Plan Supplement, under the Act will be followed, including notice by publication to affected property owners and a public hearing.

10. The Commission finds that no residents of the Area will be displaced by any project resulting from the 2025 Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

11. The 2025 Amendments are hereby in all respects approved.

12. This paragraph shall be considered the allocation provision for the Allocation Area for purposes of IC 36-7-14-39. The Allocation Area shall constitute allocation areas as defined in IC 36-7-14-39 and shall become a part of the Area for all purposes other than the base assessment date. Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of real property taxes on taxable property in the Allocation Area shall be allocated and distributed in accordance with IC 36-7-14-39 or any applicable successor provision. With respect to Allocation Area No. 7 this allocation provision shall expire no later than twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues generated in Allocation Area No. 7.

13. The Commission hereby finds that the creation of the Allocation Areas, along with the implementation of the 2025 Amendments, will result in new property taxes that would not have been generated but for the adoption of the new allocation provisions and amendments as specifically evidenced by the findings set forth in Exhibit C attached hereto.

14. The Commission hereby finds that the initial estimated costs of the 2025 Projects, to be funded by the Commission through the pledge of tax increment from the Allocation Areas, is in the estimated amount of \$8,000,000.00.

15. The Plan of the Allocation Area No. 1 as previously amended and as amended by the 2025 Plan Supplement, approved herein, shall serve as the Redevelopment Plan for the Area.

16. The Commission also directs the presiding officer, after receipt of the written order of approval of the City of Elkhart Plan Commission (“**Plan Commission**”) which has been approved by the Common Council of the City (“**Council**”), to publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4 and to file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that original maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed 2025 Amendments and will determine the public utility and benefit of the proposed 2025 Amendments. Copies of the notice must also be filed with the officer authorized to fix budgets, tax rates and tax levies under IC 6-1.1-17-8 for each taxing unit that is either wholly or partly located within the proposed Allocation Areas.

17. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of the creation of the Allocation Areas including the following:

- i. The estimated economic benefits and costs incurred, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and
- ii. The anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the new Allocation Areas.

A copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Section 17 of the Act at least ten (10) days before the date of the hearing described in **Section 16** of this resolution.

18. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Plan Commission for its approval. The Commission further directs the presiding officer to submit this resolution and the approving order of the Plan Commission to the Council for its approval of the 2025 Amendments.

19. The Declaratory Resolution and the Plan, as amended by this resolution and the 2025 Plan Supplement, conform to the comprehensive plan for the City.

20. In all other respects, the Declaratory Resolution, as amended, the Plan, as amended, and actions of the Commission are consistent with this resolution are hereby ratified and confirmed.

21. This resolution shall be effective upon passage.

Adopted this 11th day of February, 2025.

CITY OF ELKHART REDEVELOPMENT COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Dina Harris, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sandra Schreiber and Dina Harris, known to me to be the President and Secretary, respectively, of the City of Elkhart, Indiana, Redevelopment Commission, and acknowledged the execution of the foregoing instrument for and on behalf of said Commission being authorized so to do, this 11th day of February, 2025.

Gary D. Boyn
Notary Public

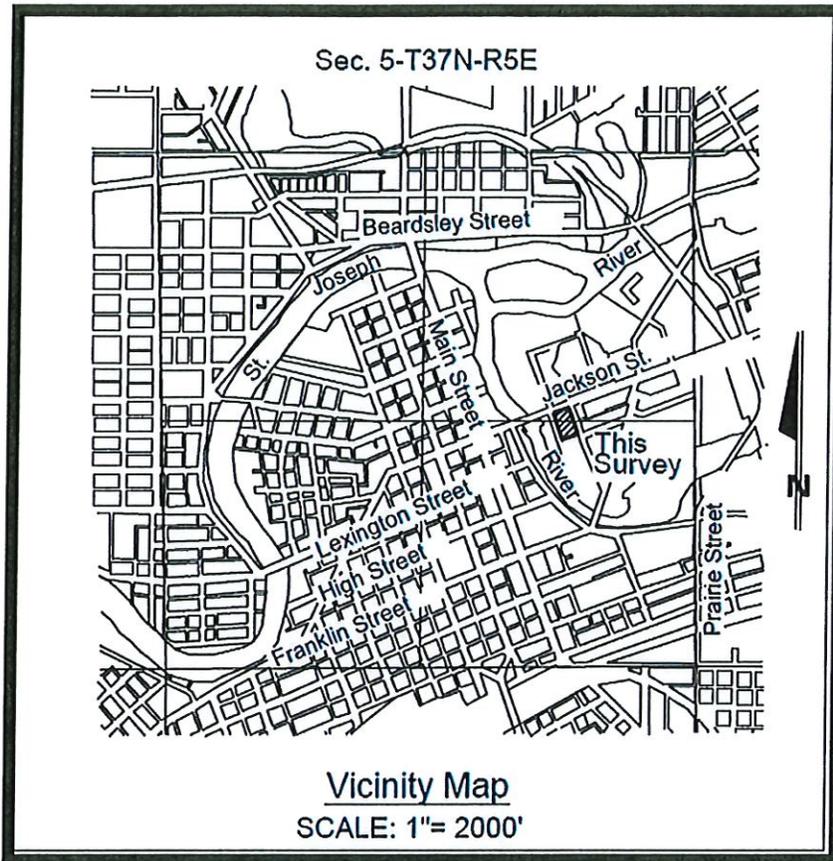
This Instrument was prepared by Gary D. Boyn of the law firm of Warrick & Boyn, LLP, 861 Parkway Avenue, Elkhart, Indiana 46516. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Gary D. Boyn

EXHIBIT A

Map and Parcel List of Downtown Elkhart Allocation Areas No. 7

(Attached)

NOTE: Allocation Area No. 7 will consist of the parcels attached, but may be re-platted at a later date and the individual parcel numbers in each area will be provided to the County Auditor and Department of Local Government Finance.



RECORD LEGAL DESCRIPTION
(per File No. 24-13038)

Lots Numbered One (1) through Seven (7), inclusive and a part of Lot Numbered Eight (8) as the said Lots are known and designated on the recorded Plat of FIELDHOUSE'S 7TH, an Addition to the City of Elkhart, Indiana, said Plat being recorded in Deed Record 107, page 107; and part of Out Lot Numbered Twelve (12) at the said Lot is known and designated on the recorded CORPORATION PLAT of the Town (now City) of Elkhart, Indiana, including vacated street and alley, said Plat being recorded in Deed Record 27, page 154, all in the Office of the Recorder of Elkhart County, Indiana; and part of the Southeast Quarter (SE ¼) of Section Five (5), Township Thirty-seven (37) North, Range Five (5) East, Concord Township, Elkhart County, Indiana, more particularly described as follows: Beginning at a chisel cut on the West line of Clark Street at the intersection of the Westerly extension of the South line of East Lexington Avenue; thence North One (1) degree Thirty-four (34) minutes East along the West line of said Clark Street, a distance of Three Hundred thirty (330) feet to a chisel cut on the South line of Jackson Boulevard; thence North Eighty-eight (88) degrees Forty-three (43) minutes West along the South line of said Jackson Boulevard, a distance of Two Hundred sixteen and fifty hundredths (216.50) feet to a chisel cut on the East line of Junior Achievement Drive; thence South One (1) degree Seventeen (17) minutes West along the East line of said Drive, a distance of Two Hundred (200) feet to a point; thence South One (1) degree Fifty-eight (58) minutes East along said Drive, a distance of Eighty and Thirteen hundredths (80.13) feet to a point on the North line of vacated Lexington Avenue; thence South Zero (0) degrees Fifteen (15) minutes East, a distance of Fifty and two hundredths (50.02) feet to a point on the South line of said vacated Lexington Avenue; thence South Twenty-two (22) degrees Eight (8) minutes East, a distance of One Hundred eighteen and sixty hundredths (118.60) feet to a point; thence South Fourteen (14) degrees Sixteen (16) minutes East, a distance of Eighty-nine and forty-three hundredths (89.43) feet to a point; thence North Eighty-five (85) degrees Five (5) minutes Thirty (30) seconds East, a distance of One Hundred Forty-two and eighty hundredths (142.80) feet to a

point on the West line of said Clark Street; thence North Zero (0) degrees Zero (00) minutes East along the West line of said Clark Street, a distance of One Hundred Seventy-nine and sixty-three hundredths (179.63) feet to the place of beginning of this description.

EXCEPTING THEREFROM THE FOLLOWING:

A part of Lot Number 1 as the said Lot is known and designated on the recorded Plat of Riverwalk Minor Subdivision, said Plat being recorded in Plat Book 23, page 30 in the Office of the Recorder of Elkhart County, Indiana, a part of vacated Lexington Avenue, and part of the Southeast Quarter of Section 5, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, and being more particularly described as follows: Commencing at the West line of Clark Street at the intersection of the Westerly extension of the South line of East Lexington Avenue; thence South $0^{\circ}16'33''$ West along the West boundary of Clark Street 11.57 feet to a bar and cap and the point of beginning of this description; thence continuing South $0^{\circ}16'33''$ West along the West boundary of Clark Street 168.26 feet to an "L" cut in the concrete at the Southeast corner of that tract of land conveyed to Riverworld Holdings, LLC, by Deed Record 99-14089; thence continuing along the said West boundary South $0^{\circ}00'10''$ West 26.85 feet to a bar and cap; thence North $88^{\circ}40'30''$ West 130.03 feet to a bar and cap; thence North $0^{\circ}00'11''$ East 6.35 feet to a bar and cap; thence North $89^{\circ}59'50''$ West 10.74 feet to a point on the Northeast line of Lot Number 1 as the said Lot is known and designated on the recorded Plat of Riverwalk Minor Subdivision; said Plat being recorded in Plat Book 23, page 30 in the Office of the Recorder of Elkhart County, Indiana; thence continuing North $89^{\circ}59'50''$ West 16.27 feet to a bar and cap; thence Northwesterly 0.71 feet along a non-tangent arc to the left having a radius of 175.04 feet and subtended by a chord bearing North $16^{\circ}22'22''$ West 0.71 feet to a bar and cap; thence North $16^{\circ}29'13''$ West 159.09 feet to a bar and cap; thence 37.86 feet along an arc to the right having a radius of 125.00 feet and subtended by a chord bearing North $7^{\circ}48'50''$ West 37.71 feet to a bar and cap; thence North $0^{\circ}51'44''$ East 4.40 feet to a bar and cap; thence North $45^{\circ}51'44''$ East 24.04 feet to a bar and cap; thence South $89^{\circ}08'16''$ East 164.88 feet to a bar and cap; thence South $48^{\circ}00'44''$ East 35.12 feet to the point of beginning.

ALSO EXCEPTING:

A part of Lots Numbered 3 through 8 as the said Lots are known and designated on the recorded Plat of Fieldhouse's 7th, an Addition to the City of Elkhart, Indiana, said Plat being recorded in Deed Record 107, page 107 in the Office of the Recorder of Elkhart County, Indiana; a part of vacated Lexington Avenue, and part of the Southeast Quarter of Section 5, Township 37 North, range 5 East, Concord Township, Elkhart County, Indiana, as depicted on the attached Parcel Plat, marked Exhibit "B" and being more particularly described as follows: Beginning at the West line of Clark Street at the intersection of the Westerly extension of the South line of East Lexington Avenue; thence South $0^{\circ}16'33''$ West along the West boundary of Clark Street 11.57 feet to a bar and cap; thence North $48^{\circ}00'44''$ West 35.12 feet to a bar and cap; thence North $89^{\circ}08'16''$ West 164.89 feet to a bar and cap; thence South $45^{\circ}51'44''$ West 23.51 feet to a point on the East line of Lot 1 Riverwalk Minor Subdivision recorded in Plat Book 23, page 30; thence North $22^{\circ}34'30''$ West along the said East line 7.40 feet to an "X" cut in the asphalt at a point on the South line of vacated Lexington Avenue; thence North $0^{\circ}35'22''$ East along the East boundary of Junior Achievement Drive 49.94 feet to a point on the North line of vacated Lexington Avenue; thence continuing North $1^{\circ}55'30''$ West along the said East boundary 3.40 feet; thence South $89^{\circ}08'16''$ East 211.73 feet to a bar and cap set on the aforesaid West boundary of Clark Street; thence South $1^{\circ}24'54''$ West along said West boundary 55.04 feet to the point of beginning.

Legend

●	Existing Monument (Origin Unknown Unless Otherwise Noted)
×	'X' Scribed in Conc. Fnd. or Set
(r)	Record Dimension
(m)	Measured Dimension
(c)	Calculated Dimension
Fl.	Mon. Flush with Ground
-0.1'	Elev. of Mon. above Ground (Typ.)
☒	Clean Out
⊙	Sanitary Manhole
▣	Catch Basin
⊗	Inlet Grate
⊙	Gas Meter
⊗	Air Conditioner Unit
⊗	Control Cabinet
⊙	Electric Meter
⊙	Electric Manhole
↑	Guy Anchors
⊙	Light Pole
⊙	Power Pole
⊙	Traffic Manhole
⊙	Telephone Handhole
⊙	Telephone Pedestal
⊙	Fire Hydrant
⊙	Curb Stop
⊙	Water Valve
●	Bollard
⊙	Trash Can
+	Sign
⊙	Stop Sign
— OH —	Overhead Line

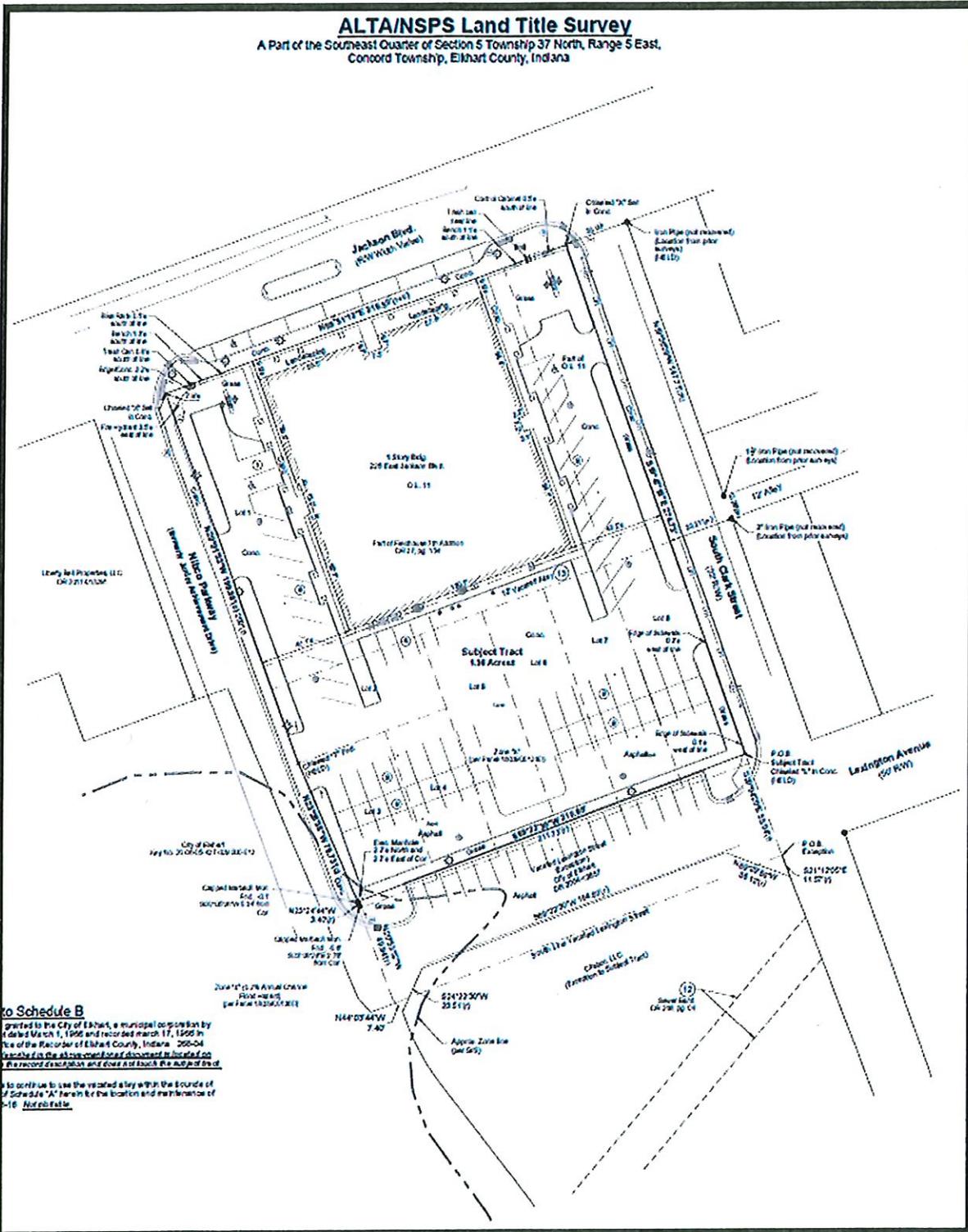
Notes Corresponding to Schedule B

- 12- Easement and associated rights granted to the City of Elkhart, a municipal corporation by Willard Corporation in an instrument dated March 1, 1966 and recorded March 17, 1966 in Deed Record 268, page 4 in the Office of the Recorder of Elkhart County, Indiana. 268-04. The 20 foot wide sewer easement described in the above-mentioned document is located on the first exception tract described in the record description and does not touch the subject tract.
- 13- Rights of public utility companies to continue to use the vacated alley within the bounds of the real estate described in Item 4 of Schedule "A" herein for the location and maintenance of utility lines as set forth in IC 36-07-3-16. Not plottable.

Overview

ALTA/NSPS Land Title Survey

A Part of the Southeast Quarter of Section 5 Township 37 North, Range 5 East,
Concord Township, Elkhart County, Indiana



to Schedule B
 granted to the City of Elkhart, a municipal corporation by
 dated March 1, 1996 and recorded March 17, 1996 in
 the office of the Recorder of Elkhart County, Indiana. 200-04
 is hereby incorporated by reference into this plat and shall be
 a part of this record and shall be deemed to be a part of this
 record and shall be deemed to be a part of this record.

To continue to use the vested alley with the bounds of
 of Schedule "A" herein for the location and maintenance of
 S-16. Not to state.

EXHIBIT B

2025 Plan Supplement No. 1

The Plan is hereby supplemented and amended by adding the following projects to the Plan:

- (i) Commission support, through EDC bonds and loans supported by project TIF revenues, of the economic development project to a mixed-use development that transforms the property at 225 East Jackson Blvd. in downtown Elkhart and its River District, new office and retail space complemented by approximately 89 residential units for rent with parking garage with 110 tenant spaces and 140 public spaces.
- (ii) The expenditure of revenues collected in the Area for police and fire services for both capital and operating expenditures.

Based on representations of the Developer of the mixed-use project, the Commission has determined that the development will not proceed as planned without the contribution of tax increment revenues to be derived from Allocation Area No. 7 to the projects described above.

EXHIBIT C

Specific Findings of Fact

1. The Developer proposes to construct:
 - (i) A building with parking garage in 1 phase at a projected cost of \$38,375,029.00 as follows:
 - Developer shall construct a building consisting of 89 residential units, 8,500 square feet of office space and 8,500 square feet of retail space all to be owned by Developer and offered for lease to third parties.
 - As part of the Project, Developer shall construct a parking garage consisting of not less than 250 parking spaces with 110 spaces dedicated to tenants of the attached building and 140 spaces dedicated to public use.
 - (ii) All as shown on the attached Site Plan.
2. The completed project is projected to create additional annual tax increment of approximately \$239,000 as shown on the attached TIF Projection.
3. The additional tax increment would not be created or collected without the proposed investment of the Developer.
4. The public health and welfare will be benefitted by the Amendment to the Declaratory Resolution and Plan for the existing redevelopment property area.
5. The amendment to the Declaratory Resolution and Plan is reasonable and appropriate when considered in relation to the original Declaratory Resolution and Plan and the purposes of the Act.
6. The Declaratory Resolution and Plan, with the proposed amendments, conform to the comprehensive plan for the unit.

DRAFT



MUNICIPAL ADVISORS

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Indianapolis, IN 46240
United States of America

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

November 12, 2024

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

Re: Proposed New River District Project

Dear Mr. Huber:

Per your request, we have prepared this illustrative analysis to assist you in the discussion and consideration of the proposed New River District 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.

<u>Page</u>	
2	Estimated Annual Tax Increment Revenues from the Proposed Development
3	Illustrative Project Costs and Funding
4	Illustrative Amortization of \$9,360,000 Principal Amount of [Taxable] Economic Development Revenue Bonds
5	Comparison of Estimated 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

DRAFT

Jason G. Semler, Principal

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ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Proposed New River District Project

ESTIMATED ANNUAL TAX INCREMENT REVENUES FROM THE PROPOSED DEVELOPMENT

<u>Proposed Development</u>	<u>January 1 Completion Date</u>	<u>Estimated Sq. Ft</u>	<u>Estimated Assessed Value per Sq. Ft.</u>	<u>Estimated Assessed Value</u>
		(1)	(2)	
Retail	2028	8,500	\$95	\$807,500
Office	2028	8,500	135	1,147,500
Rental Residential	2028	73,150	110	<u>8,046,500</u>
Estimated Incremental Assessed Value				10,001,500
Times: Net Tax Rate (3)				<u>\$3.3222</u>
Sub-total				332,270
Less: Estimated Circuit Breaker Credit (4)				<u>(92,340)</u>
Estimated Net Project Tax Increment				<u>\$239,930</u>

- (1) Per the Developer.
- (2) Based upon comparable properties located in Elkhart County. The actual assessed value will be determined by the Concord Township and Elkhart County Assessor upon completion, and the actual value may vary materially from the value assumed in this illustration.
- (3) Represents the pay 2024 Elkhart City Concord Township taxing district tax rate of \$3.3467 less the Elkhart Community School Corporation post 2009 referendum rate of \$0.0245.
- (4) Assumes the Circuit Breaker Tax Credit, which limits property tax liability to 3% of gross assessed value for a commercial parcel, 2% for a rental residential parcel, and 1% for a homestead residential parcel, is applied. Accounts for the application of the pay 2024 LIT PTRC of 6.1240%

Note: No assessed value assumption for land was included in order to account for the potential base assessed value for the project site. Changes in land value due to a change in use may generate incremental assessed value which may be captured by the Redevelopment Commission, which could have a material effect on the assessed value assumptions included in this illustration. Changes to the assumptions outlined above may have a material effect on the tax increment revenue illustrations contained in this analysis.

(Subject to the attached letter dated November 12, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION
DRAFT

Proposed New River District Project

ESTIMATED PROJECT COSTS AND FUNDING

Estimated Project Costs:

Net proceeds available for project	\$8,000,000
Allowance for debt service reserve	1,097,138
Allowance for placement fee/underwriter's discount	93,600
Allowance for Bond issuance costs and contingencies	<u>169,262</u>
Total Estimated Project Costs	<u><u>\$9,360,000</u></u>

Estimated Project Funding:

Illustrative [Taxable] Economic Development Revenue Bor \$9,360,000

Note: Assumes the Bonds are paid from Project Tax Increment and Cassopolis Street Corridor Economic Development Area Allocation Area Tax Increment with a City Redevelopment District Special Benefits Tax backup.

(Subject to the attached letter dated November 12, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

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ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Proposed New River District Project

ILLUSTRATIVE AMORTIZATION OF \$9,360,000 PRINCIPAL AMOUNT OF [TAXABLE] ECONOMIC DEVELOPMENT REVENUE BONDS Bonds dated April 15, 2025

Table with 7 columns: Payment Date, Principal Outstanding, Illustrative Principal, Illustrative Interest Rate, Illustrative Interest, Illustrative Total Debt Service, Illustrative Fiscal Year Debt Service. Rows include dates from 08/01/25 to 02/01/37 and a Totals row.

(1) We have prepared the interest rate assumptions using our evaluation of the underlying credit pledge to this financing and current market conditions. These factors are subject to change. Changes may result in the actual interest rates varying from the interest rates assumed for this analysis and that variance may be material.

(Subject to the attached letter dated November 12, 2024) (Preliminary - Subject to Change)

DRAFT

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Proposed New River District Project

COMPARISON OF ESTIMATED TAX INCREMENT
AND ILLUSTRATIVE ANNUAL DEBT SERVICE

Taxes Payable Year	Estimated Pledged Project Tax Increment (1)	Allowance for TIF Administration Fees	Estimated Net Pledged Project Tax Increment	Illustrative Debt Serv (2)
2025				(\$1,09
2026				(1,09
2027				(1,09
2028				(1,09
2029	\$239,930	(\$7,500)	\$232,430	(1,09
2030	239,930	(7,500)	232,430	(1,09
2031	239,930	(7,500)	232,430	(1,09
2032	239,930	(7,500)	232,430	(1,09
2033	239,930	(7,500)	232,430	(1,09
2034	239,930	(7,500)	232,430	(1,09
2035	239,930	(7,500)	232,430	(1,09
2036	239,930	(7,500)	232,430	(1,09
2037	239,930	(7,500)	232,430	
2038	239,930	(7,500)	232,430	
2039	239,930	(7,500)	232,430	
2040	239,930	(7,500)	232,430	
2041	239,930	(7,500)	232,430	
2042	239,930	(7,500)	232,430	
2043	239,930	(7,500)	232,430	
2044	239,930	(7,500)	232,430	
2045	239,930	(7,500)	232,430	
2046	239,930	(7,500)	232,430	
2047	239,930	(7,500)	232,430	
2048	239,930	(7,500)	232,430	
2049	239,930	(7,500)	232,430	
2050	239,930	(7,500)	232,430	
Totals	\$5,278,460	(\$165,000)	\$5,113,460	(\$13,12

(1) See page 2. Assumes 100% of the Tax Increment is pledged for debt service on the Bonds.

(2) See page 4.

(3) Represents the shortfall required to be paid from other revenues.

(Subject to the attached letter dated November 12, 2024)

(Preliminary - Subject to Change)

(For Internal Use Only)

RESOLUTION NO. 25-R- 026

**RESOLUTION OF THE ELKHART REDEVELOPMENT COMMISSION AMENDING
THE DECLARATORY RESOLUTION AND THE REDEVELOPMENT
PLAN FOR THE DOWNTOWN URBAN RENEWAL AREA**

WHEREAS, the City of Elkhart (the “City”) Redevelopment Commission (the “Commission”) pursuant to IC 36-7-14 (the “Act”) serves as the governing body of the City of Elkhart Redevelopment District; and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the “**Declaratory Resolution**”) which established and expanded an urban renewal area needing redevelopment known as the Downtown Urban Renewal Area (the “Area”), designated the Area as an Allocation Area for purposes of IC 36-7-14-39 which allocation area is known as Allocation Area No. 1 (and also known as Elkhart Allocation Area No. 1, Downtown Development Area Allocation Area No. 1 and Downtown Redevelopment Area Allocation Area No. 1) (hereinafter, the “**Allocation Area No. 1**”), all in accordance with the Act, and approved an urban renewal plan for the Area (the “**Plan**”) pursuant to the Act; and

WHEREAS, the Declaratory Resolution was amended in 2016 to create Allocation Area No. 2 (sometimes referred to as Downtown Elkhart Allocation Area No. 2); in 2018 to carve out and create Allocation Area No. 3 (sometimes referred to as Downtown Allocation Area No. 3), and in 2024 to carve out and create Allocation Area Nos. 4, 5, and 6 (sometimes referred to as Downtown Allocation Areas 4, 5, and 6) and to update the Plan for development of the Area; and

WHEREAS, the Commission is in the process of amending the Declaratory Resolution in 2025 to create Allocation Area No. 7 (sometimes referred to as Downtown Allocation Area No. 7) for a mixed use project in Zone 2 of the River District and to update the plan for development of the Area; and

WHEREAS, the Commission has outstanding certain: (i) Tax Increment Revenue Bonds, Series 2015, dated June 30, 2015, now outstanding in the amount of \$6,085,000 and maturing on February 1, 2035 (“**2015 Bonds**”); and (ii) Taxable Economic Development Revenue Bonds, Series 2017, dated December 21, 2017, now outstanding in the amount of \$4,505,000 and maturing on February 1, 2035 (“**2017 Bonds**”);

WHEREAS, the bond resolutions authorizing the 2015 Bonds and the 2017 Bonds (hereinafter, collectively, “**Outstanding Obligations**”), allow alteration of Allocation Area No. 1 if, in the judgment of the Commission, the alteration does not: (i) adversely affect the owners of the Outstanding Obligations; or (ii) impair the pledge of Tax Increment (as defined in the bond resolutions) to the Outstanding Obligations; and

WHEREAS, the Commission now desires to amend the Declaratory Resolution and Plan to: (A) reduce Allocation Area No. 1 by removing certain parcels/area from Allocation Area No. 1 as shown on the map attached hereto as Exhibit A from Allocation Area No. 1 (“**Area No. 8 Parcels**”) and designate the Area No. 8 Parcels as a separate allocation area pursuant to Section 39 of the Act to be known as the Downtown Elkhart Allocation Area No. 8 (the “**Allocation Area No. 8**”); Allocation Area No. 1, as reduced, will continue to be known as the Downtown Allocation Area No. 1; (B) adopt a supplement to the Plan attached hereto as Exhibit B (the “**2025 Plan Supplement No. 2**”) to include the projects set forth therein (the “**2025 Projects**”), in, serving or benefiting the Area, including the construction of two (2) or more buildings consisting of a minimum of Eighty-One (81) for-rent residential units approximating 60,465 square feet of residential space, 3,300 square feet of leasable retail space, 7,000 square feet of live/work connected units, and 4,850 square feet of residential amenities, together with all necessary appurtenances, related improvements, and equipment, needed to support the proposed development (“**Area 8 Projects**”), in, serving or benefiting the Area (clauses (A)-(B), collectively, the “**2025 Amendments**”); and

WHEREAS, if certain parcels are to be re-platted at a future date, they will be filed with the Elkhart County Auditor and the Department of Local Government Finance; and

WHEREAS, Allocation Area No. 1, as reduced, shall maintain the same base assessment date as the original Allocation Area No. 1; and

WHEREAS, Allocation Area No. 8 shall have a base assessment date of January 1, 2025; and

WHEREAS, the 2025 Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, IC 36-7-14-15 through 17.5 establish the procedures for adopting amendments to the Declaratory Resolution and Plan; and

WHEREAS, the Commission now desires to approve the 2025 Amendments.

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

1. It will be of public utility and benefit to amend the Declaratory Resolution and the Plan for the Area as provided in the 2025 Amendments and to continue to develop the Area, including Allocation Area No. 8 and the Plan, as amended herein, under the Act.

2. If any portion of Allocation Area No. 8 is re-platted at a future date, revised parcel lists will be filed with the Elkhart County Auditor and the Department of Local Government Finance.

3. The Commission hereby finds that: (i) the current assessed value in the proposed Allocation Area No. 7 is \$1,044,500.00 and in the proposed Allocation Area No. 8 is \$_____ ; (ii) the amount of tax increment generated annually in Allocation Area No. 1 following the creation of Allocation Area No. 7 is \$1,424,360 and following the creation of Allocation Area No. 8 is \$_____ and exceeds _____% of the debt service due on the 2015 Bonds; (iii) the current estimated annual property tax revenue from the proposed Allocation Area No. 7 is \$9,579.50 and from proposed Allocation Area No. 8 is \$_____ ; (iv) the 2017 Bonds have a minimum annual property tax payment of \$400,000 (“**Minimum Taxpayer Payment**”); (v) the 2017 Bonds have a primary pledge of tax increment generated in Allocation Area No. 2; (vi) the tax increment estimated to be generated in Allocation Area No. 1, when taking into account the Minimum Taxpayer Payment and tax increment estimated to be generated in Allocation Area No. 2 exceeds 253% of the debt service due on the Outstanding Obligations; and (vii) additional growth has occurred in Allocation Area No. 1 subsequent to issuance of the Outstanding Obligations and, therefore, the Commission finds that altering Allocation Area No. 1 in the manner set forth herein will not adversely affect the owners of the Outstanding Obligations in any material way.

4. The Commission finds that the 2025 Projects will be of public utility and benefit as measured by the provision of residential units, new retail and commercial spaces, and public parking and an increase in the property tax base. The Commission further finds that the public health and welfare will be benefited by the accomplishment of the 2025 Projects by: (i) providing additional housing options to attract new residents to the community and retain existing residents that are looking for new housing options in the community; (ii) increasing the property tax base; and (iii) through the development of the area, supporting residential development allowing more residents the opportunity to live and work within the City.

5. Allocation Area No. 1, as reduced, shall maintain its original base assessment date.

6. Allocation Area No. 8 shall have a base assessment date of January 1, 2025.

7. The 2025 Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution and Plan and the purposes of the Act.

8. In support of the findings and determinations set forth in Sections 1 through 4 above, the Commission hereby adopts the specific findings set forth in Exhibit C.

9. The Commission does not at this time propose to acquire by purchase any specific parcel of land or interests in land within the boundaries of Allocation Area No. 8. If at any time the Commission proposes to purchase specific parcels of land, the required procedures for amending the Plan, as amended by the 2025 Plan Supplement No. 2, under the Act will be followed, including notice by publication to affected property owners and a public hearing.

10. The Commission finds that no residents of the Area will be displaced by any project resulting from the 2025 Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

11. The 2025 Amendments are hereby in all respects approved.

12. This paragraph shall be considered the allocation provision for Allocation Area No. 8 for purposes of IC 36-7-14-39. Allocation Area No. 8 shall constitute an allocation area as defined in IC 36-7-14-39 and shall become a part of the Area for all purposes other than the base assessment date. Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of real property taxes on taxable property in Allocation Area No. 8 shall be allocated and distributed in accordance with IC 36-7-14-39 or any applicable successor provision. With respect to Allocation Area No. 8 this allocation provision shall expire no later than twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues generated in Allocation Area No. 8.

13. The Commission hereby finds that the creation of Allocation Area No. 8, along with the implementation of the 2025 Amendments, will result in new property taxes that would not have been generated but for the adoption of the new allocation provisions and amendments as specifically evidenced by the findings set forth in Exhibits C and D attached hereto.

14. The Commission hereby finds that the initial cost of the 2025 Projects, to be funded by the Commission through the pledge of tax increment from Allocation Area No. 8, is in the estimated amount of \$5,600,000.

15. The Plan of the Allocation Area No. 1 as previously amended and as amended by the 2025 Plan Supplement No. 2 approved herein, shall serve as the Redevelopment Plan for the Area.

16. The Commission also directs the presiding officer, after receipt of the written order of approval of the City of Elkhart Plan Commission ("**Plan Commission**") which has been approved by the Common Council of the City ("**Council**"), to publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4 and to

file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that original maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed 2025 Amendments and will determine the public utility and benefit of the proposed 2025 Amendments. Copies of the notice must also be filed with the officer authorized to fix budgets, tax rates and tax levies under IC 6-1.1-17-8 for each taxing unit that is either wholly or partly located within the proposed Allocation Areas.

17. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of the creation of the Allocation Area including the following:

- i. The estimated economic benefits and costs incurred, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and
- ii. The anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the new Allocation Area.

A copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Section 17 of the Act at least ten (10) days before the date of the hearing described in Section 16 of this resolution.

18. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Plan Commission for its approval. The Commission further directs the presiding officer to submit this resolution and the approving order of the Plan Commission to the Council for its approval of the 2025 Amendments.

19. The Declaratory Resolution and the Plan, as amended by this resolution and the 2025 Plan Supplement No. 2, conform to the comprehensive plan for the City.

20. In all other respects, the Declaratory Resolution, as amended, the Plan, as amended, and actions of the Commission are consistent with this resolution are hereby ratified and confirmed. The Commission hereby determines that the findings made by the Commission with respect to the Area in the Declaratory Resolution continue to be accurate with respect to the proposed Allocation Area No. 8.

21. This resolution shall be effective upon passage.

Adopted this 11th day of March, 2025.

CITY OF ELKHART REDEVELOPMENT COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Dina Harris, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sandra Schreiber and Dina Harris, known to me to be the President and Secretary, respectively, of the City of Elkhart, Indiana, Redevelopment Commission, and acknowledged the execution of the foregoing instrument for and on behalf of said Commission being authorized so to do, this 11th day of March, 2025.

Gary D. Boyn
Notary Public

This Instrument was prepared by Gary D. Boyn of the law firm of Warrick & Boyn, LLP, 861 Parkway Avenue, Elkhart, Indiana 46516. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Gary D. Boyn

EXHIBIT A

Map and Parcel List of Downtown Elkhart Allocation Area No. 8

(Attached)

NOTE: Allocation Area No. 8 will consist of the parcels attached, but may be re-platted at a later date and the individual parcel numbers in each area will be provided to the County Auditor and Department of Local Government Finance.

1000 BLOCK SOUTH MAIN STREET PARCELS

Parcel 1

Parcel No.: 20-06-08-234-041.000-012

Out Lot Numbered Sixty-five (65) and a part of Out Lot Numbered Sixty-four (64) as the said lots are known and designated on the Corporation Plat of the Town, now City of Elkhart, Indiana; said Plat being recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana, and being more particularly described as follows:

Beginning at an iron stake on the South line of said Out Lot 65 where said line is intersected by the West line of Prairie Street in the said City of Elkhart; thence due North along the West line of said Prairie Street a distance of 52.46 feet to the Southwesterly line of South Main Street; thence North 45°3' West along the Southwesterly line of said South Main Street, a distance of 94.35 feet; thence South 44°42' West a distance of 49.43 feet; thence South 49°33' West a distance of 37.00 feet; thence South 52°31' West a distance of 39.22 feet; thence Southeasterly 42.97 feet to a point in the South line of Out Lot 65; thence South 89°51' East along the South line of said Out Lot 65 a distance of 136.96 feet to the place of beginning of this description.

EXCEPTING therefrom that part deeded to the City of Elkhart being described as follows:

A part of Out Lot 65 in the Corporation Plat of the Town, now City of Elkhart, Indiana the plat of which is recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the Right of Way Parcel Plat, described as follows:

Beginning at the Northeast corner of said Lot, said Northeast corner being the intersection of the West boundary of Prairie Street with the Southwestern boundary of Main Street (also known as Goshen Road); thence South 0 degrees 38 minutes 27 seconds East 42.08 feet along said boundary of Prairie Street to point "200" designated on said parcel plat; thence North 16 degrees 24 minutes 39 seconds West 60.95 feet to a point on the Southwestern boundary of said Main Street, which point is designated as point "201" on said parcel plat; thence South 45 degrees 37 minutes 35 seconds East 23.43 feet along the boundary of said Main Street to the point of beginning.

Parcel 2

Parcel No.: 20-06-08-234-037-012

A part of Outlots Numbered 64 and 65 in the Original Plat of the Town (now City) of Elkhart, as per plat thereof recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows:

Assuming the West line of Prairie Street, as the same is known and used in said City, to have bearing due North and South, beginning at a point on the Southwesterly line of South Main Street, as the same is known and used in said City, North 45°03' West, a distance of 40.07 feet from the intersection of said West line and said Southwesterly line; thence North 45°03' East along said Southwesterly line, a distance of 32.13 feet; thence South 49°33' West, a distance of 155 feet to an iron stake; thence South 85°00' East, a distance of 32.48 feet to an iron stake; thence North 53°20' East, a distance of 135.09 feet to the place of beginning.

ALSO, commencing at an iron stake at the Southeast Corner of the Ludwig Land; running thence Southwardly along the Westerly line of South Main Street, in the City of Elkhart, Elkhart County, Indiana, a distance of 48 feet and 2 inches; thence in a Southwesterly direction, a distance of 155 feet to an alley; thence Northerly along said alley, a distance of 34 feet; thence Northwesterly following the course of said alley, a distance of 18 feet and 9 inches; thence East parallel with the South line of the tract hereby conveyed, a distance of 125 feet to the place of beginning, said real

estate being a part of Outlots Numbered 64 and 65 in said City of Elkhart and being all of the part of said Outlots formerly owned by William A. Kinney and Pearl M. Kinney.

ALSO, a part of Outlot Numbered 65 in the Original Plat of the Town (now City) of Elkhart, as per plat thereof recorded in Deed Record 27, page 154, in the Office of the Recorder of Elkhart County, Indiana, described as follows:

Beginning at an iron stake at a point on the South line of said Outlot 65 that is 136.96 feet West of the West line of Prairie Street; thence East along the South line of Said Outlot 65, a distance of 136.96 feet to the West line of Prairie Street; thence North along the West line of Prairie Street, a distance of 52.46 feet to the intersection of the West line of Prairie Street with the Southwestwardly line of South Main Street; thence Northwestwardly along the Southwestwardly line of South Main Street, a distance of 40.47 feet; thence Southwestwardly in a direction in a direct line, to the place of beginning.

EXCEPTING THEREFROM the following-described real-estate:

Outlot Numbered 65 and part of Outlot Numbered 64 in the Original Plat of the Town (now City) of Elkhart, as per plat thereof recorded in Deed Record 27, page 154, in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows:

Beginning at an iron stake on the South Line of said Outlot 65, where said line is intersected by the West line of Prairie Street in said City of Elkhart; thence due North along West Line, a distance of 52.46 feet to the Southwesterly line of South Main Street; thence North 45°03' West along the Southwesterly line, a distance of 94.35 feet; thence South 44°42' West, a distance of 49.43 feet; thence South 49°33' West, a distance of 37.00 feet; thence South 52°31' West, a distance of 39.22 feet; thence South 14°30' West, a distance of 34.00 feet; thence South 85°00' East, a distance of 32.48 feet to a point on the South line of said Outlot 65; thence South 89°51' East along said South line, a distance of 136.96 feet to the place of beginning of this description, said exception containing 0.295 of an acre of land, more or less.

Parcels 3-6 and 19

Parcel No.: 20-06-08-234-025.000-012
20-06-08-234-026.000-012
20-06-08-234-027.000-012
20-06-08-234-028.000-012
20-06-08-234-012.000-012

TRACT I: A part of Out Lot Numbered 63 as the said Lot is known and designated on the recorded Corporation Plat of the Town, now City of Elkhart, Indiana, and being described as follows:

A part of the Northeast Quarter of Section 8, Township 37 North, Range 5 East, more particularly described as follows:

Beginning on the Southwest line of the road leading from Elkhart to Goshen, at a point 1 rod North, 45 degrees West from the post at the line dividing the lands formerly owned by William Hendricks and Andrew Hay; thence South, 45 degrees West, 8 rods; thence South 45 degrees East, 52 feet and 3 inches; thence North, 45 degrees East, 8 rods to the aforesaid Road; thence North 45 degrees West, along said road to the place of beginning; the same being part of Out Lot Numbered 63 in said City of Elkhart, Indiana.

(Being: 1029 & (1031) S. Main St., Elkhart, IN)

TRACT II: A part of Out Lot Number 63 as the same is designated on the recorded Corporation 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, and a strip of land 32 links wide running Northeast and Southwest and being a part of the Northwest Quarter of Section 8, Township 37 North, Range 5 East, all being more particularly described as follows:

Beginning on the Southwest line of the road leading from Elkhart to Goshen, at a point 35 feet and 9 inches, South 45 degrees East from a post at the line dividing the lands formerly owned by Andrew Hay and William Hendricks; thence South 45 degrees West, 8 rods; thence South 45 degrees East, 22 feet; thence North 45 degrees East, 8 rods, to the Southwest line of said road; thence North 45 degrees West, with said line of said road, 22 feet to the place of beginning. (Being: 1035 S. Main St., Elkhart, IN)

TRACT III: A part of Out Lot Sixty-four (64) as the said lot is known and designated on the Corporation Plat of the Town (now City) of Elkhart, Indiana; said plat being recorded in Deed Record 27, page 154 of the records in the Office of the Recorder of Elkhart County, State of Indiana, and a part of the Northeast Quarter of Section Eight (8), Township Thirty seven (37) North, Range Five (5) East, all more particularly described as follows, to-wit:

Commencing at the intersection of the West line of Prairie Street with the Southwest. line of South Main Street as said streets are known and used in said City; thence Northwestwardly along the Southwest line of said South Main Street one hundred fifty-three and fifty-seven hundredths (153.57) feet to the place of beginning of this description; thence continuing Northwestwardly along the Southwest line of said South Main Street, thirty-four (34) feet to the Northwest line of said Out Lot; thence Southwestwardly at right angles with said South Main Street and along the Northwest line of said Out Lot extended Southwestwardly one hundred twenty-five (125) feet; thence Southeastwardly parallel with said South Main Street thirty-four (34) feet; thence Northeastwardly at right angles with said South Main Street one hundred twenty-five (125) feet to the place of beginning. (Being: 1037 S. Main St., Elkhart, IN)

TRACT IV: A part of Out Lot 64 as the said lot is known and designated on the Corporation Plat of the Town, now City, of Elkhart, Indiana, and a part of strip of land deeded to August Ludwig by Henty P. Chapman, recorded in Deed Record 49, page 241 of Elkhart County Records, all more particularly described as follows:

Commencing at the intersection of the west line of Prairie Street with the southwest line of South Main Street as said streets are known and used in said City; thence northwestwardly along the southwest line of said South Main Street, 122.57 feet to the place of beginning of this description; thence continuing northwestwardly along the southwest line of said South Main Street, 31 feet; thence southwestwardly at right angles with said South Main Street 125 feet; thence southeastwardly parallel with South Main Street 31 feet; thence northeastwardly at right angles with South Main Street 125 feet to the place of beginning. (Being: 1039 S. Main St., Elkhart, IN)

TRACT V: The North 1/2 of Lot Numbered 104 as the said Lot is known and designated on the recorded Plat of South Elkhart Third Addition to the town (now City) of Elkhart, EXCEPTING that part of said Lot now occupied by the Alley on the East end thereof; said Plat being recorded in Deed Record 44, page 217 in the Office of the Recorder of Elkhart County, Indiana. (Being vac land on S. Second St., Elkhart, IN)

Parcels 7, 8, 23, and 24

- Parcel No.: 20-06-08-234-024.000-012
- 20-06-08-234-023.000-012
- 20-06-08-231-015.000-012
- 20-06-08-231-014.000-012

PARCEL 1:

A PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 5 EAST, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE ROAD LEADING FROM GOSHEN TO ELKHART, NOW KNOWN AS SOUTH MAIN STREET IN THE CITY OF ELKHART, 3 RODS, NORTH 45 DEGREES WEST, FROM A POST AT THE LINE DIVIDING THE LAND FORMERLY OWNED BY ANDREW HAY AND WILLIAM C. HENDRICKS; THENCE SOUTH 45 DEGREES WEST, 8 RODS; THENCE SOUTH 45 DEGREES EAST, 33 FEET; THENCE NORTH 45 DEGREES EAST, 8 RODS; THENCE NORTH 45 DEGREES WEST WITH THE LINE OF SAID ROAD TO THE PLACE OF BEGINNING.

PARCEL 2:

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 5 EAST, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWEST SIDE OF THE ROAD FROM ELKHART TO GOSHEN, 5 RODS NORTH 45 DEGREES WEST FROM A POST AT A LINE DIVIDING THE LAND FORMERLY OWNED BY ANDREW HAY AND WILLIAM C. HENDRICKS; THENCE SOUTH 45 DEGREES WEST, 8 RODS; THENCE SOUTH 45 DEGREES EAST, 2 RODS; THENCE NORTH 45 DEGREES EAST, 8 RODS; THENCE NORTH 45 DEGREES WEST, 2 RODS TO THE POINT OF BEGINNING.

PARCEL 3:

LOT NUMBERED THIRTEEN (13), AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF GOODSPEED'S ADDITION TO THE CITY OF ELKHART, INDIANA; SAID PLAT BEING RECORDED IN DEED RECORD 14, PAGE 242, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

Parcels 9-12

Parcel No.: 20-06-08-234-022.000-012
20-06-08-234-021.000-012
20-06-08-234-020.000-012
20-06-08-234-019.000-012

TRACT I:

A part of the Northeast Quarter (NE ¼) of Section Eight (8), Township Thirty-seven (37) North, Range Five (5) East, being more particularly described as follows:

Beginning at a point on the Southwesterly line of South Main Street in the City of Elkhart, where the line of said street is intersected by the Northerly line of the first alley South of Redding Avenue; thence Northwesterly along the Westerly line of South Main Street, Thirty-one (31) feet for a beginning point of this description; thence Southwesterly parallel with the North line of said alley, One Hundred Twenty-two (122) feet; thence Northwesterly parallel with the Southwesterly line of South Main Street, Thirty-one (31) feet; thence Northeasterly One Hundred Twenty-two (122) feet to the Southwesterly line of South Main Street; thence Southeasterly Thirty-one (31) feet to the place of beginning.

TRACT II:

A part of the Northeast Quarter (NE ¼) of Section Eight (8), Township Thirty-seven (37) North, Range Five (5) East, in the City of Elkhart, Indiana, more particularly described as follows:

Beginning at a point on the Southwesterly line of South Main Street in the City of Elkhart, where the line of said street is intersected by the Northerly line of the first alley South of Redding Avenue in said City; thence Northwesterly along the Westerly line of South Main Street, Thirty-one (31) feet; thence Southwesterly parallel with the North line of said alley, One Hundred Twenty-two (122) feet; thence Southeasterly parallel with South Main Street, Thirty-one (31) feet; thence Northeasterly along the North line of said alley, One Hundred Twenty-two (122) feet to the place of beginning.

TRACT III:

A part of the Northeast Quarter (NE ¼) of Section Eight (8), Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Beginning at the Northwest Corner (on the Goshen Road) of a piece of land conveyed by William C. Hendricks to Peter Cook in the Northeast Quarter (NE ¼) of Section Eight (8), thence Northwesterly along the Southerly line of the Goshen Road, Four (4) rods; thence Southwesterly at right angles with said Goshen Road, Eight (8) rods; thence Southeasterly parallel with said Road, Four (4) rods; thence Northeasterly along the line of land heretofore conveyed by William C. Hendricks to Peter Cook, Eight (8) rods to the place of beginning, EXCEPTING that part used for alley purposes.

Also Rights and Benefits of an easement as contained in Deed from Richard G. Lavery to Del, Incorporated, dated December 12, 1992 and recorded February 5, 1993 as Document Number 93002966, in the Office of the Recorder of Elkhart County, Indiana.

Parcel 13

Parcel No.: 20-06-08-234-001-012

A part of Lot Numbered 39 in L.J. and H.P. Chapman’s Addition to the Village of South Elkhart, now a part of the City of Elkhart, as per plat thereof recorded in Deed Record 31, page 101 in the Office of the Recorder of Elkhart County, Indiana, that part of said lot is more particularly described as follows, to-wit: Beginning at the Northwest corner of said lot 39 thence Northeastwardly along the Northwest line of said lot, 70 feet; thence Southeastwardly at right angles to said line, 60 feet; thence Southwestwardly parallel with the Northwest line of said lot, 70 feet to the Southwest Corner of said lot; thence Northwestwardly along the Southwest line of said lot, 60 feet to the place of beginning.

Parcel 17

Parcel No.: 20-06-08-234-010-012

The North Half of Lot Numbered 103 in South Elkhart Third Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 44, page 217 in the Office of the Recorder of Elkhart County, Indiana.

Parcel 18

Parcel No.: 20-06-08-234-011-012

The South ½ of Lot Number 103 as the said Lot is known and designated on the recorded Plat of South Elkhart Third Addition, an Addition to the Town, now City, of Elkhart, Indiana; said Plat Being recorded in Deed Record 44, page 217 of the records in the Office of the Recorder of Elkhart County, Indiana.

More Commonly Known As: South Second Street, Elkhart, IN 46516
Parcel Number: 20-06-08-234-011.000-012

Parcel 20

Parcel No.: 20-06-08-234-033.000-012

A part of Out-Lot Numbered 66 of the corporation Plat of the Town of Elkhart, more particularly described as follows: Beginning at the Northeast corner of said Out-Lot, being on the West line of Prairie Street in the City of Elkhart, Indiana, at its intersection with the South line of an alley lying immediately South of South Main Street; thence West along the South line of said alley, 165 feet; thence South 44 feet; thence East parallel with alley line, 3 rods; thence South 22 feet; thence East to Prairie Street; thence North along the West line of Prairie Street to beginning.

Parcel 21

Parcel No.: 20-06-08-234-004.000-012

A PART OF SECTION EIGHT (8); TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE FIVE (5) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING ON THE WESTERLY LINE OF SOUTH MAIN STREET, IN THE CITY OF ELKHART, INDIANA, WHERE SAID LINE IS INTERSECTED BY THE SOUTHERLY LINE OF REDDING AVENUE FORMERLY KNOWN AS SUMMIT STREET; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID SOUTH MAIN STREET SIXTY (60) FEET; THENCE SOUTHWESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF SAID REDDING AVENUE, NINETY-TWO (92) FEET; THENCE NORTHWESTERLY PARALLEL WITH THE WESTERLY LINE OF SAID SOUTH MAIN STREET, SIXTY (60) FEET TO THE SOUTHERLY LINE OF SAID REDDING AVENUE; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID REDDING AVENUE, NINETY-TWO (92) FEET TO THE PLACE OF BEGINNING.

FREIGHT STREET PARCELS

Parcel 1

Parcel No.: 20-06-08-205-021-012 [2019-02506]

Lot Numbered 1 as the said Lot is known and designated on the recorded Plat of Clara A. Barnes Subdivision of Lot No. 2, South Elkhart Addition, said Plat being recorded in Plat Book 1, page 79, in the Office of the Recorder of Elkhart County, Indiana.

AND the East ½ of the vacated alley lying West of and adjacent to to the above described Lot.

739 S MAIN ST, ELKHART INDIANA

Parcel No.: 20-06-08-205-019-012 [2019-02954]

Lot Numbered 3 as the said Lot is known and designated on the recorded Plat of Clara A. Barnes Subdivision of Lot No. 2, South Elkhart Addition, said Plat being recorded in Plat Book 1, page 79, in the Office of the Recorder of Elkhart County, Indiana.

AND the East ½ of the vacated alley lying West of and adjacent to to the above described Lot.

ADJ N 739 S MAIN ST, ELKHART INDIANA

Parcel No.: 20-06-08-205-020-012 [2019-02505]

Lot Numbered 2 as the said Lot is known and designated on the recorded Plat of Clara A. Barnes Subdivision of Lot No. 2, South Elkhart Addition, said Plat being recorded in Plat Book 1, page 79, in the Office of the Recorder of Elkhart County, Indiana.

AND the East ½ of the vacated alley lying West of and adjacent to to the above described Lot.

739 S MAIN ST, ELKHART INDIANA

Parcel 2

Parcel No.: 20-06-08-205-018-012

A part of Lot Numbered 1 as the said Lot is known and designated on the recorded Plat of Original Plat of South Elkhart, an Addition to the City of Elkhart, Elkhart County, Indiana; said Plat being recorded in Deed Record 23, page 236, in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows:

Beginning at a point on the Southerly line of said Lot which said point is 42 feet Easterly from the Southwesterly corner of said Lot; thence in a Northerly direction, parallel with the Westerly line of said Lot, 33 feet; thence Easterly, parallel with the Southerly line of said Lot to the Westerly line of South Main Street; thence in a Southeasterly direction along the Westerly line of South Main Street, to the Southeasterly corner of said Lot; thence in a Westerly direction, along the Southerly line of said Lot, 112.79 feet to the place of beginning.

733 S MAIN ST, ELKHART, INDIANA

Parcel 3

Parcel No.: 20-06-08-205-017-012

A part of Lot Numbered 1 as the said Lot is known and designated on the recorded Plat of Original Plat of South Elkhart, an Addition to the City of Elkhart, Elkhart County, Indiana; said Plat being recorded in Deed Record 23, page 236, in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows:

Beginning at a point on the Northerly line of said Lot which said point is 42 feet Easterly from the Northwestern corner of said Lot; thence in a Southerly direction, parallel with the Westerly line of said Lot, 33 feet; thence Easterly, parallel with the Southerly line of said Lot to the Westerly line of South Main Street; thence in a Northwesterly direction along the Westerly line of South Main Street, to the Northeastly corner of said Lot; thence Westerly along the Northerly line of said Lot, 90.13 feet to the place of beginning.

729 S MAIN ST, ELKHART, INDIANA

Parcel 4

Parcel No.: 20-06-08-205-016-012

Lot Numbered 4 as the said Lot is known and designated on the recorded Plat of Clara A. Barnes Subdivision of Lot No. 2, South Elkhart Addition, said Plat being recorded in Plat Book 1, page 79, in the Office of the Recorder of Elkhart County, Indiana.

AND the vacated alley lying North of and adjacent to the said Lot Numbered 4.
AND the West ½ of the vacated alley lying East of and adjacent to to the above described Lot.

ADJ W 739 S MAIN ST, ELKHART INDIANA

Parcel 5 - 12

Parcel No.: 20-06-08-205-006.000-012
20-06-08-205-007.000-012
20-06-08-205-008.000-012
20-06-08-205-009.000-012
20-06-08-205-010.000-012
20-06-08-205-011.000-012
20-06-08-205-012.000-012
20-06-08-205-013.000-012
20-06-08-205-014.000-012

Lots Numbered 9, 10, 11, 12, 13 and 14 as the said Lots are known and designated on the recorded Plat of South Elkhart, an Addition to the City of Elkhart; said Plat being recorded in Deed Record 23, page 236 in the Office of the Recorder of Elkhart County, Indiana. ALSO: The vacated alley lying between Lots 10 and 11 in said Addition.

EXCEPTING THEREFROM: A part of Lots Numbered 9 and 10 as the said Lots are known and designated on the recorded Plat of South Elkhart, an Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 23, page 236 in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 9; thence Southwardly along the Easterly line of said Lot 9 a distance of 64 feet; thence Southwestwardly parallel with the Northerly lines of said Lot 9 and Lot 10 a distance of 88 feet; thence Northwardly parallel with the said Easterly line, a distance of 64 feet to the Northerly line of said Lot 10; thence Eastwardly along the Northerly line of said Lot 10 and Lot 9 a distance of 88 feet to the place of beginning of this description. Containing 0.13 Acres, more or less.

Parcel 13

Parcel No.: 20-06-08-205-003-012

Lot Number Sixteen (16) as the same is known and designated on the recorded plat of SOUTH ELKHART ADDITION to the Town, now City, of Elkhart.

Parcel 16

Parcel No.: 20-06-08-227-020-012

A PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 5 EAST, CONCORD TOWNSHIP, ELKHART COUNTY, INDIANA, WHICH LIES NORTH OF AND ADJACENT TO THE NORTH LINE OF OUTLOT NUMBER SIXTY-NINE (69) AS THE SAID OUTLOT IS KNOWN AND DESIGNATED ON THE CORPORATION PLAT OF THE TOWN, NOW CITY, OF ELKHART, INDIANA; SAID PLAT BEING RECORDED IN DEED RECORD VOLUME 27, PAGE 154 OF THE RECORDS OF THE RECORDER OF ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID OUTLOT NUMBER SIXTY-NINE (69); THENCE NORTH 45 DEGREES 20 MINUTES 00 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT NUMBER SIXTY-NINE (69) AND THE EXTENSION THEREOF AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, A DISTANCE OF 238.95 FEET TO A CROSS-CUT IN THE CONCRETE MARKING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 76 DEGREES 25 MINUTES 10 SECONDS EAST, A DISTANCE OF 147.26 FEET TO A CROSS-CUT IN THE CONCRETE; THENCE NORTH 86 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 71.13 FEET TO AN 3/4 INCH REBAR; THENCE NORTH 12 DEGREES 18 MINUTES 30 SECONDS EAST, A DISTANCE OF 41.63 FEET TO A 3/4 INCH REBAR ON THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO KAUFFMAN CORPORATION BY THE NEW YORK CENTRAL RAILROAD COMPANY AS RECORDED IN DEED RECORD VOLUME 275, PAGES 592 AND 593 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND CONVEYED TO SAID KAUFFMAN CORPORATION, BEING ON THE ARC OF A 764.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTH, A DISTANCE OF 296.83 FEET (CHORD BEARING SOUTH 88 DEGREES 24 MINUTES 47 SECONDS WEST, CHORD DISTANCE 294.96 FEET) TO A 3/4 INCH IRON PIPE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MAIN STREET; THENCE SOUTH 45 DEGREES 20 MINUTES 00 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID MAIN STREET, A DISTANCE OF 100.96 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 0.386 OF AN ACRE, MORE OR LESS. BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

Parcels 17 and 18

Parcel No.: 20-06-08-227-005+019.000-012

A part of Out Lot Sixty-nine (69) as the said Lot is known and designated on the recorded Corporation Plat of the City of Elkhart, Indiana; said Plat being recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana, also land adjacent on the North all which is more particularly described as follows:

Commencing at the most Southerly corner of said Out Lot Sixty-nine (69); thence North 44 degrees 42 minutes 21 seconds East, along the most Southerly line of Out Lot Number 69, a distance of 132.05 feet to an iron pipe found at the point of beginning of this description; thence North 45 degrees 19 minutes 32 seconds West, a distance of 123.49 feet to a spindle found on the North line of a land conveyed to Northern Investments, LLC in Deed Record 2002-18931; thence North 82 degrees 45 minutes 50 seconds East, a distance of 34.68 feet to a capped rebar (Justice 900004); thence North 12 degrees 25 minutes 18 seconds East, a distance of 63.75 feet to a rebar found on the South right of way of the New York Central Railroad; thence along an arc to the right having a radius of 764.00 feet a distance of 156.17 feet to the most Northeasterly corner of Out Lot 69; thence South 44 degrees 42 minutes 21 seconds West, along the most Southerly line of said Out Lot 69, and the most Northerly line of a land conveyed to Integrity Investments in Deed Record 2003-18585 in the Office of the Recorder of Elkhart County, Indiana, a distance of 157.41 feet to the point of beginning of this description.

Subject to taxes, easements, assessments, restrictions, and covenants if any, of record.

EXHIBIT B

2025 Plan Supplement No. 2

The Plan is hereby supplemented and amended by adding the following projects to the Plan:

- (i) Commission support, through EDC bonds and loans supported by project TIF revenues, of the economic development project of Developer, to create a mixed-use development that transforms the Freight Street and 1000 Block of South Main Street and Southern gateway for downtown Elkhart that repurposes the site with new residential, commercial, and retail space of varying types; and
- (ii) The expenditure of revenues collected in the Area for police and fire services for both capital and operating expenditures.

Based on representations of the Developer of the mixed-use project, the Commission has determined that the development will not proceed as planned without the contribution of tax increment revenues to be derived from Allocation Area No. 8 to the projects described above.

EXHIBIT C

Specific Findings of Fact

1. The Developer proposes to construct on Freight Street and certain parcels in the 1000 Block of South Main Street:

- (i) A mixed-use development in the 1000 Block of South Main Street at a cost of \$23,577,101.00 as follows:

A two to four story mixed-use development that includes street level retail, upper level residential, open-air spaces and a prominent display of modern art consisting of 3,300 square feet of leasable retail space, 9 townhomes for rent, 93 apartments for rent including studios and 2 BR units totaling 60,465 square feet, 4,850 square feet of Residential amenities and 103 parking stalls.

- (ii) The proposed Freight Street improvements at a cost of \$27,727,446.00 consists of construction of 118 Apartment Units and 3,000 square feet of Commercial Units to be offered for rental.

2. The completed project is projected to create additional annual tax increment of approximately \$610,070 as shown on the attached TIF Projection.

3. The additional tax increment would not be created or collected without the proposed investment of the Developer.

4. The public health and welfare will be benefitted by the 2025 Plan Amendment No. 2 to the Declaratory Resolution and Plan for the existing redevelopment property area.

5. The amendment to the Declaratory Resolution and Plan is reasonable and appropriate when considered in relation to the original Declaratory Resolution and Plan and the purposes of the Act.

6. The Declaratory Resolution and Plan, with the proposed amendments, conform to the comprehensive plan for the unit.

EXHIBIT D – 1

Tax Increment Analysis
1045 South Main Street Project



MUNICIPAL ADVISORS
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Indianapolis, IN 46240
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November 14, 2024

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

Re: Proposed 1045 South Main Project

Dear Mr. Huber:

Per your request, we have prepared this illustrative analysis to assist you in the discussion and consideration of the proposed 1045 South Main 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 Annual Tax Increment Revenues from the Proposed Development

Third Party Purchased Bonds

- 3 Illustrative Project Costs and Funding
- 4 Illustrative Amortization of \$2,545,000 Principal Amount of Taxable Economic Development Revenue Bonds
- 5 Comparison of Estimated Annual Tax Increment and Illustrative Annual Debt Service

Developer Purchased Bonds

- 6 Illustrative Project Costs and Funding
- 7 Illustrative Amortization of \$3,444,000 Principal Amount of Taxable Economic Development Revenue Bonds
- 8 Comparison of Estimated Annual 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, Principal

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ELKHART (INDIANA) REDEVELOPMENT COMMISSION

1045 South Main

ESTIMATED ANNUAL TAX INCREMENT REVENUES FROM THE PROPOSED DEVELOPMENT

<u>Proposed Development</u>	<u>January 1 Completion Date</u>	<u>Estimated Units</u>	<u>Estimated Assessed Value / Unit (4)</u>	<u>Estimated Assessed Value Year Payable 2029</u>
Commercial	2028	10,300 (1)	\$95	\$978,500
Rental Residential and Amenities	2028	65,315 (1)	110	7,184,650
Parking	2028	103 (2)	20,000	2,060,000
Townhomes	2028	9 (3)	160,600 (5)	<u>1,445,400</u>
Estimated incremental assessed value				11,668,550
Net tax rate				<u>\$3.3467 (6)</u>
Estimated Tax Increment				390,510
Loss: Estimated Circuit Breaker Credit				<u>(123,440) (7)</u>
Estimated net project Tax Increment				<u>\$267,070</u>

- (1) Represents the estimated square feet, per Developer.
- (2) Represents the number of parking stalls, per the Developer Assumes the parking structure is taxable.
- (3) Represents the number of townhomes, per the Developer.
- (4) Based upon comparable properties located in Indiana. The actual assessed value will be determined by the Concord Township and Elkhart County Assessor upon completion, and the actual value may vary materially from the value assumed in this illustration.
- (5) Assumes the townhomes are assessed at \$110 per sq. ft. with each townhome at 1,460 sq. ft.
- (6) Represents the pay 2024 Elkhart City Concord Schools taxing district tax rate.
- (7) Assumes the Circuit Breaker Tax Credit, which limits property tax liability to 3% of gross assessed value for a commercial parcel, 2% for a rental residential parcel, and 1% for a homestead residential parcel, is applied. Accounts for the application of the pay 2024 LIT PTRC of 6.1240%

Note: No assessed value assumption for land was included in order to account for the potential base assessed value for the project site. Changes in land value due to a change in use may generate incremental assessed value which may be captured by the Redevelopment Commission, which could have a material effect on the assessed value assumptions included in this illustration. Changes to the assumptions outlined above may have a material effect on the tax increment revenue illustrations contained in this analysis.

(Subject to the attached letter dated November 14, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION
Third Party Purchased Bonds
1045 South Main

ILLUSTRATIVE PROJECT COSTS AND FUNDING
Assumes the bonds are purchased by a third party

Illustrative Project Costs:

Net proceeds available for project	\$1,635,000
Capitalized interest through February 1, 2029	512,090
Allowance for debt service reserve	207,463
Allowance for placement fee/underwriter's discount	25,000
Allowance for Bond issuance costs and contingencies	<u>165,447</u>
Total Illustrative Project Costs	<u><u>\$2,545,000</u></u>

Illustrative Project Funding:

Illustrative Taxable Economic Development Revenue Bonds	<u><u>\$2,545,000</u></u>
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Note: Assumes the Bonds are paid from Project Tax Increment with a City
Redevelopment District Special Benefits Tax backup.

(Subject to the attached letter dated November 14, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Third Party Purchased Bonds

1045 South Main

**ILLUSTRATIVE AMORTIZATION OF \$2,545,000 PRINCIPAL AMOUNT OF
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS**
Assumes Bonds dated March 15, 2025

Payment Date	Principal Outstanding	Principal	Illustrative Interest Rate (1)	Illustrative Interest	Illustrative Total Debt Service	Illustrative Capitalized Interest	Illustrative Net Debt Service	Illustrative Fiscal Year Debt Service
08/01/25	\$2,545,000			\$49,888	\$49,888	(\$49,888)	\$0	
02/01/26	2,545,000			66,029	66,029	(66,029)	0	\$0
08/01/26	2,545,000			66,029	66,029	(66,029)	0	
02/01/27	2,545,000			66,029	66,029	(66,029)	0	0
08/01/27	2,545,000			66,029	66,029	(66,029)	0	
02/01/28	2,545,000			66,029	66,029	(66,029)	0	0
08/01/28	2,545,000			66,029	66,029	(66,029)	0	
02/01/29	2,545,000			66,029	66,029	(66,029)	0	0
08/01/29	2,545,000	\$35,000	4.50%	66,029	101,029		101,029	
02/01/30	2,510,000	40,000	4.50%	65,241	105,241		105,241	208,270
08/01/30	2,470,000	35,000	4.55%	64,341	99,341		99,341	
02/01/31	2,435,000	40,000	4.55%	63,545	103,545		103,545	202,888
08/01/31	2,395,000	40,000	4.65%	62,635	102,635		102,635	
02/01/32	2,355,000	40,000	4.65%	61,705	101,705		101,705	204,340
08/01/32	2,315,000	40,000	4.70%	60,775	100,775		100,775	
02/01/33	2,275,000	45,000	4.70%	59,835	104,835		104,835	205,610
08/01/33	2,230,000	40,000	4.75%	58,778	98,778		98,778	
02/01/34	2,190,000	45,000	4.75%	67,828	102,828		102,828	201,605
08/01/34	2,145,000	45,000	4.80%	66,769	101,769		101,769	
02/01/35	2,100,000	45,000	4.80%	65,679	100,679		100,679	202,438
08/01/35	2,055,000	45,000	4.85%	64,599	99,599		99,599	
02/01/36	2,010,000	50,000	4.85%	63,508	103,508		103,508	203,108
08/01/36	1,960,000	50,000	4.90%	62,295	102,295		102,295	
02/01/37	1,910,000	50,000	4.90%	61,070	101,070		101,070	203,395
08/01/37	1,860,000	50,000	4.95%	59,845	99,845		99,845	
02/01/38	1,810,000	55,000	4.95%	58,608	103,608		103,608	203,453
08/01/38	1,755,000	55,000	5.00%	57,246	102,246		102,246	
02/01/39	1,700,000	55,000	5.00%	55,871	100,871		100,871	203,118
08/01/39	1,645,000	60,000	5.10%	54,496	104,496		104,496	
02/01/40	1,585,000	60,000	5.10%	52,966	102,966		102,966	207,463
08/01/40	1,525,000	60,000	5.15%	51,436	101,436		101,436	
02/01/41	1,465,000	65,000	5.15%	49,891	104,891		104,891	200,328
08/01/41	1,400,000	65,000	5.20%	48,216	103,216		103,216	
02/01/42	1,335,000	65,000	5.20%	46,528	101,528		101,528	204,745
08/01/42	1,270,000	65,000	5.30%	44,838	99,838		99,838	
02/01/43	1,205,000	70,000	5.30%	43,115	103,115		103,115	202,953
08/01/43	1,135,000	70,000	5.35%	41,260	101,260		101,260	
02/01/44	1,065,000	75,000	5.35%	39,388	104,388		104,388	205,648
08/01/44	990,000	75,000	5.40%	37,381	102,381		102,381	
02/01/45	915,000	75,000	5.40%	35,356	100,356		100,356	202,738
08/01/45	840,000	75,000	5.45%	33,331	98,331		98,331	
02/01/46	765,000	75,000	5.45%	31,288	96,288		96,288	194,619
08/01/46	690,000	80,000	5.50%	29,244	94,244		94,244	
02/01/47	610,000	80,000	5.50%	27,044	97,044		97,044	188,288
08/01/47	530,000	85,000	5.55%	24,844	94,844		94,844	
02/01/48	445,000	85,000	5.55%	22,485	97,485		97,485	197,329
08/01/48	360,000	85,000	5.60%	20,126	95,126		95,126	
02/01/49	275,000	90,000	5.60%	17,746	97,746		97,746	192,873
08/01/49	185,000	90,000	5.65%	15,226	95,226		95,226	
02/01/50	95,000	95,000	5.65%	2,684	97,684		97,684	192,910
Totals		\$2,545,000		\$2,207,170	\$4,752,170	(\$512,090)	\$4,240,080	\$4,240,080

(1) We have prepared the interest rate assumptions using our evaluation of the underlying credit pledge to this financing and current market conditions. These factors are subject to change. Changes may result in the actual interest rates varying from the interest rates assumed for this analysis and that variance may be material.

(Subject to the attached letter dated November 14, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Third Party Purchased Bonds

1045 South Main

**COMPARISON OF ESTIMATED ANNUAL TAX INCREMENT AND
ILLUSTRATIVE ANNUAL DEBT SERVICE**

Assumes the bonds are purchased by a third party

Taxes Payable Year	Estimated Tax Increment (1)	Allowance for TIF Administration Fees	Net Tax Increment	Illustrative Debt Service (2)	Illustrative Tax Increment Remaining	Illustrative Tax Increment Coverage
2029	\$267,070	(\$7,500)	\$259,570	(\$209,270)	\$53,300	126%
2030	267,070	(7,500)	259,570	(202,886)	56,684	128%
2031	267,070	(7,500)	259,570	(204,340)	55,230	127%
2032	267,070	(7,500)	259,570	(205,610)	53,960	126%
2033	267,070	(7,500)	259,570	(201,005)	57,935	129%
2034	267,070	(7,500)	259,570	(202,436)	57,133	128%
2035	267,070	(7,500)	259,570	(203,106)	56,464	128%
2036	267,070	(7,500)	259,570	(203,305)	56,265	128%
2037	267,070	(7,500)	259,570	(203,453)	56,118	128%
2038	267,070	(7,500)	259,570	(203,118)	56,453	128%
2039	267,070	(7,500)	259,570	(207,463)	52,108	125%
2040	267,070	(7,500)	259,570	(206,328)	53,243	126%
2041	267,070	(7,500)	259,570	(204,745)	54,825	127%
2042	267,070	(7,500)	259,570	(202,953)	56,618	128%
2043	267,070	(7,500)	259,570	(205,648)	53,923	126%
2044	267,070	(7,500)	259,570	(202,738)	56,833	128%
2045	254,220	(7,500)	246,720	(194,818)	52,101	127%
2046	254,220	(7,500)	246,720	(196,288)	50,433	126%
2047	254,220	(7,500)	246,720	(197,329)	49,391	125%
2048	254,220	(7,500)	246,720	(192,873)	53,848	128%
2049	254,220	(7,500)	246,720	(192,910)	53,810	128%
Totals	<u>\$5,544,220</u>	<u>(\$157,500)</u>	<u>\$5,386,720</u>	<u>(\$4,240,080)</u>	<u>\$1,146,640</u>	

(1) See page 2. Assumes a 100% Project TIF Pledge.

(2) See page 4.

(Subject to the attached letter dated November 14, 2024)
{Preliminary - Subject to Change}
{For Internal Use Only}

ELKHART (INDIANA) REDEVELOPMENT COMMISSION
Developer Purchased Bonds
1045 South Main

ILLUSTRATIVE PROJECT COSTS AND FUNDING
Assumes the bonds are purchased by the Developer

Illustrative Project Costs:

Net proceeds available for project	\$3,315,000
Capitalized interest through February 1, 2029	0
Allowance for debt service reserve	0
Allowance for placement fee/underwriter's discount	0
Allowance for Bond issuance costs and contingencies	<u>129,000</u>
Total Illustrative Project Costs	<u><u>\$3,444,000</u></u>

Illustrative Project Funding:

Illustrative Taxable Economic Development Revenue Bonds	<u><u>\$3,444,000</u></u>
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Note: Assumes the Bonds are paid solely from Project Tax Increment.

(Subject to the attached letter dated November 14, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Developer Purchased Bonds

1045 South Main

**ILLUSTRATIVE AMORTIZATION OF \$3,444,000 PRINCIPAL AMOUNT OF
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS**
Assumes Bonds dated March 15, 2025

Payment Date	Principal Outstanding	Principal	Illustrative Interest Rate	Illustrative Interest	Illustrative Total Debt Service	Illustrative Capitalized Interest	Illustrative Net Debt Service	Illustrative Fiscal Year Debt Service
			(1)					
08/01/25	\$3,444,000			\$84,569	\$84,569		\$84,569	
02/01/26	3,444,000			111,930	111,930		111,930	\$198,499
08/01/26	3,444,000			111,930	111,930		111,930	
02/01/27	3,444,000			111,930	111,930		111,930	223,860
08/01/27	3,444,000			111,930	111,930		111,930	
02/01/28	3,444,000			111,930	111,930		111,930	223,860
08/01/28	3,444,000			111,930	111,930		111,930	
02/01/29	3,444,000			111,930	111,930		111,930	223,860
08/01/29	3,444,000	\$18,000	6.50%	111,930	129,930		129,930	
02/01/30	3,428,000	18,000	6.50%	111,345	129,345		129,345	259,275
08/01/30	3,408,000	22,000	6.50%	110,760	132,760		132,760	
02/01/31	3,385,000	22,000	6.50%	110,045	132,045		132,045	264,805
08/01/31	3,364,000	26,000	6.50%	109,330	135,330		135,330	
02/01/32	3,338,000	26,000	6.50%	108,485	134,485		134,485	269,815
08/01/32	3,312,000	30,000	6.50%	107,640	137,640		137,640	
02/01/33	3,282,000	31,000	6.50%	106,655	137,655		137,655	275,305
08/01/33	3,251,000	35,000	6.50%	105,658	140,658		140,658	
02/01/34	3,216,000	36,000	6.50%	104,520	140,520		140,520	281,178
08/01/34	3,180,000	40,000	6.50%	103,350	143,350		143,350	
02/01/35	3,140,000	41,000	6.50%	102,050	143,050		143,050	288,400
08/01/35	3,099,000	46,000	6.50%	100,718	140,718		140,718	
02/01/36	3,053,000	47,000	6.50%	99,223	146,223		146,223	292,940
08/01/36	3,006,000	52,000	6.50%	97,695	149,695		149,695	
02/01/37	2,954,000	53,000	6.50%	96,005	149,005		149,005	298,700
08/01/37	2,901,000	58,000	6.50%	94,283	152,283		152,283	
02/01/38	2,843,000	60,000	6.50%	92,398	152,398		152,398	304,680
08/01/38	2,783,000	65,000	6.50%	90,448	155,448		155,448	
02/01/39	2,718,000	67,000	6.50%	88,335	155,335		155,335	310,783
08/01/39	2,651,000	73,000	6.50%	86,158	159,158		159,158	
02/01/40	2,578,000	75,000	6.50%	83,785	158,785		158,785	317,943
08/01/40	2,503,000	81,000	6.50%	81,348	162,348		162,348	
02/01/41	2,422,000	83,000	6.50%	78,715	161,715		161,715	324,063
08/01/41	2,339,000	89,000	6.50%	76,018	165,018		165,018	
02/01/42	2,250,000	93,000	6.50%	73,125	166,125		166,125	331,143
08/01/42	2,157,000	98,000	6.50%	70,103	168,103		168,103	
02/01/43	2,059,000	102,000	6.50%	66,918	168,918		168,918	337,020
08/01/43	1,957,000	109,000	6.50%	63,603	172,603		172,603	
02/01/44	1,848,000	112,000	6.50%	60,060	172,060		172,060	344,603
08/01/44	1,736,000	119,000	6.50%	56,420	175,420		175,420	
02/01/45	1,617,000	123,000	6.50%	52,553	175,553		175,553	350,973
08/01/45	1,494,000	122,000	6.50%	48,555	170,555		170,555	
02/01/46	1,372,000	126,000	6.50%	44,590	170,590		170,590	341,145
08/01/46	1,246,000	134,000	6.50%	40,495	174,495		174,495	
02/01/47	1,112,000	138,000	6.50%	36,140	174,140		174,140	348,635
08/01/47	974,000	146,000	6.50%	31,655	177,655		177,655	
02/01/48	828,000	151,000	6.50%	26,910	177,910		177,910	355,565
08/01/48	677,000	159,000	6.50%	22,003	181,003		181,003	
02/01/49	518,000	165,000	6.50%	16,835	181,835		181,835	362,838
08/01/49	353,000	174,000	6.50%	11,473	185,473		185,473	
02/01/50	179,000	179,000	6.50%	5,818	184,818		184,818	370,290
Totals		\$3,444,000		\$4,052,234	\$7,486,234	\$0	\$7,486,234	\$7,486,234

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

(Subject to the attached letter dated November 14, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Developer Purchased Bonds

1045 South Main

**COMPARISON OF ESTIMATED ANNUAL TAX INCREMENT AND
ILLUSTRATIVE ANNUAL DEBT SERVICE**

Assumes the bonds are purchased by the Developer

Taxes Payable Year	Estimated Tax Increment (1)	Allowance for TIF Administration Fees	Net Tax Increment	Illustrative Debt Service (2)	Illustrative Tax Increment Remaining	Illustrative Tax Increment Coverage
2029	\$267,070	(\$7,500)	\$259,570	(\$259,275)	\$295	100%
2030	272,410	(7,500)	264,910	(264,805)	105	100%
2031	277,660	(7,500)	270,360	(269,815)	545	100%
2032	283,420	(7,500)	275,920	(275,305)	615	100%
2033	289,090	(7,500)	281,590	(281,178)	413	100%
2034	294,670	(7,500)	287,370	(286,400)	970	100%
2035	300,770	(7,500)	293,270	(292,940)	330	100%
2036	303,790	(7,500)	299,290	(298,700)	590	100%
2037	312,930	(7,500)	305,430	(304,580)	750	100%
2038	319,190	(7,500)	311,690	(310,783)	908	100%
2039	325,570	(7,500)	318,070	(317,943)	128	100%
2040	332,080	(7,500)	324,580	(324,063)	518	100%
2041	335,720	(7,500)	331,220	(331,143)	78	100%
2042	345,490	(7,500)	337,990	(337,020)	970	100%
2043	352,400	(7,500)	344,900	(344,003)	238	100%
2044	359,450	(7,500)	351,950	(350,973)	978	100%
2045	349,340	(7,500)	341,840	(341,145)	695	100%
2046	358,330	(7,500)	348,830	(348,835)	195	100%
2047	363,460	(7,500)	355,960	(355,565)	395	100%
2048	370,730	(7,500)	363,230	(362,838)	393	100%
2049	378,140	(7,500)	370,640	(370,290)	350	100%
Totals	<u>\$8,786,110</u>	<u>(\$157,500)</u>	<u>\$8,638,610</u>	<u>(\$8,628,155)</u>	<u>\$10,455</u>	

(1) See page 2. Assumes a 100% Project TIF Pledge. Assumes a 2% annual increase.

(2) See page 7.

(Subject to the attached letter dated November 14, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

EXHIBIT D – 2

Tax Increment Analysis
Freight Street Project



MUNICIPAL ADVISORS

Baker Tilly Municipal Advisors, LLC
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United States of America

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November 14, 2024

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

Re: Proposed Freight Street Project

Dear Mr. Huber:

Per your request, we have prepared this illustrative analysis to assist you in the discussion and consideration of the proposed Freight Street 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.

<u>Page</u>	
2	Estimated Annual Tax Increment Revenues from the Proposed Development

Third Party Purchased Bonds

3	Illustrative Project Costs and Funding
4	Illustrative Amortization of \$3,415,000 Principal Amount of Taxable Economic Development Revenue Bonds
5	Comparison of Estimated Annual Tax Increment and Illustrative Annual Debt Service

Developer Purchased Bonds

6	Illustrative Project Costs and Funding
7	Illustrative Amortization of \$4,609,000 Principal Amount of Taxable Economic Development Revenue Bonds
8	Comparison of Estimated Annual 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, Principal

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ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Frolight Street

ESTIMATED ANNUAL TAX INCREMENT REVENUES FROM THE PROPOSED DEVELOPMENT

<u>Proposed Development</u>	<u>January 1 Completion Date</u>	<u>Estimated Units</u>	<u>Estimated Assessed Value / Unit (3)</u>	<u>Estimated Assessed Value Year Payable 2028</u>
Commercial	2027	4,000 (1)	\$95	\$380,000
Rental Residential and Amenities	2027	121,305 (1)	110	13,343,550
Parking	2027	83 (2)	20,000	<u>1,660,000</u>
Estimated incremental assessed value				15,383,550
Net tax rate				<u>\$3.3467 (4)</u>
Estimated Tax Increment				514,840
Less: Estimated Circuit Breaker Credit				<u>(171,840) (5)</u>
Estimated net project Tax Increment				<u><u>\$343,000</u></u>

- (1) Represents the estimated square feet, per Developer.
- (2) Represents the number of parking stalls, per the Developer Assumes the parking structure is taxable.
- (3) Based upon comparable properties located in Indiana. The actual assessed value will be determined by the Concord Township and Elkhart County Assessor upon completion, and the actual value may vary materially from the value assumed in this illustration.
- (4) Represents the pay 2024 Elkhart City Concord Schools taxing district tax rate.
- (5) Assumes the Circuit Breaker Tax Credit, which limits property tax liability to 3% of gross assessed value for a commercial parcel, and 2% for a rental residential parcel, is applied. Accounts for the application of the pay 2024 LIT PTRC of 6.1240%

Note: No assessed value assumption for land was included in order to account for the potential base assessed value for the project site. Changes in land value due to a change in use may generate incremental assessed value which may be captured by the Redevelopment Commission, which could have a material effect on the assessed value assumptions included in this illustration. Changes to the assumptions outlined above may have a material effect on the tax increment revenue illustrations contained in this analysis.

(Subject to the attached letter dated November 14, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION
Third Party Purchased Bonds
Freight Street

ILLUSTRATIVE PROJECT COSTS AND FUNDING
Assumes the bonds are purchased by a third party

Illustrative Project Costs:

Net proceeds available for project	\$2,450,000
Capitalized interest through February 1, 2028	508,683
Allowance for debt service reserve	267,683
Allowance for placement fee/underwriter's discount	25,000
Allowance for Bond issuance costs and contingencies	163,634
Total Illustrative Project Costs	\$3,415,000

Illustrative Project Funding:

Illustrative Taxable Economic Development Revenue Bonds	\$3,415,000
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Note: Assumes the Bonds are paid from Project Tax Increment with a City Redevelopment District Special Benefits Tax backup.

(Subject to the attached letter dated November 14, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Third Party Purchased Bonds

Freight Street

**ILLUSTRATIVE AMORTIZATION OF \$3,416,000 PRINCIPAL AMOUNT OF
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS**
Assumes Bonds dated March 15, 2025

Payment Date	Principal Outstanding	Principal	Illustrative Interest Rate	Illustrative Interest	Illustrative Total Debt Service	Illustrative Capitalized Interest	Illustrative Net Debt Service	Illustrative Fiscal Year Debt Service
			(1)					
08/01/25	\$3,415,000			\$66,777	\$66,777	(\$66,777)	\$0	
02/01/26	3,415,000			88,381	88,381	(88,381)	0	\$0
08/01/26	3,415,000			88,381	88,381	(88,381)	0	
02/01/27	3,415,000			88,381	88,381	(88,381)	0	0
08/01/27	3,415,000			88,381	88,381	(88,381)	0	
02/01/28	3,415,000			88,381	88,381	(88,381)	0	0
08/01/28	3,415,000	\$46,000	4.45%	88,381	133,381		133,381	
02/01/29	3,370,000	45,000	4.45%	87,380	132,380		132,380	265,781
08/01/29	3,325,000	45,000	4.50%	86,379	131,379		131,379	
02/01/30	3,280,000	50,000	4.50%	85,368	130,368		130,368	260,745
08/01/30	3,230,000	50,000	4.55%	84,241	134,241		134,241	
02/01/31	3,180,000	50,000	4.55%	83,104	133,104		133,104	267,345
08/01/31	3,130,000	60,000	4.65%	81,958	131,958		131,958	
02/01/32	3,080,000	60,000	4.65%	80,804	130,804		130,804	262,770
08/01/32	3,030,000	60,000	4.70%	79,641	129,641		129,641	
02/01/33	2,980,000	65,000	4.70%	78,466	133,466		133,466	263,108
08/01/33	2,925,000	55,000	4.75%	77,174	132,174		132,174	
02/01/34	2,870,000	55,000	4.75%	75,868	130,868		130,868	263,041
08/01/34	2,815,000	60,000	4.80%	74,561	134,561		134,561	
02/01/35	2,755,000	60,000	4.80%	73,121	133,121		133,121	267,683
08/01/35	2,695,000	60,000	4.85%	71,681	131,681		131,681	
02/01/36	2,635,000	65,000	4.85%	70,226	135,226		135,226	260,908
08/01/36	2,570,000	65,000	4.90%	68,850	133,850		133,850	
02/01/37	2,505,000	65,000	4.90%	67,058	132,058		132,058	265,708
08/01/37	2,440,000	65,000	4.95%	65,465	130,465		130,465	
02/01/38	2,375,000	70,000	4.95%	63,856	133,856		133,856	264,321
08/01/38	2,305,000	70,000	5.00%	62,124	132,124		132,124	
02/01/39	2,235,000	70,000	5.00%	60,374	130,374		130,374	262,498
08/01/39	2,165,000	75,000	5.10%	58,624	133,624		133,624	
02/01/40	2,090,000	75,000	5.10%	56,711	131,711		131,711	265,335
08/01/40	2,015,000	75,000	5.15%	54,799	129,799		129,799	
02/01/41	1,940,000	80,000	5.15%	52,688	132,688		132,688	262,686
08/01/41	1,860,000	80,000	5.20%	50,808	130,808		130,808	
02/01/42	1,780,000	85,000	5.20%	48,728	133,728		133,728	264,535
08/01/42	1,695,000	85,000	5.30%	46,518	131,518		131,518	
02/01/43	1,610,000	90,000	5.30%	44,265	134,265		134,265	265,783
08/01/43	1,520,000	90,000	5.35%	41,880	131,880		131,880	
02/01/44	1,430,000	95,000	5.35%	39,473	134,473		134,473	266,353
08/01/44	1,335,000	95,000	5.40%	36,931	131,931		131,931	
02/01/45	1,240,000	100,000	5.40%	34,366	134,366		134,366	260,288
08/01/45	1,140,000	100,000	5.45%	31,666	131,666		131,666	
02/01/46	1,040,000	105,000	5.45%	28,941	133,941		133,941	265,608
08/01/46	935,000	105,000	5.50%	26,080	131,080		131,080	
02/01/47	830,000	110,000	5.60%	23,193	133,193		133,193	264,273
08/01/47	720,000	110,000	5.65%	20,168	130,168		130,168	
02/01/48	610,000	115,000	5.55%	17,115	132,115		132,115	262,283
08/01/48	495,000	120,000	5.60%	13,924	133,924		133,924	
02/01/49	375,000	120,000	5.60%	10,584	130,584		130,584	264,468
08/01/49	255,000	125,000	5.65%	7,204	132,204		132,204	
02/01/50	130,000	130,000	5.65%	3,673	133,873		133,873	265,876
Totals		<u>\$3,415,000</u>		<u>\$2,923,064</u>	<u>\$6,338,064</u>	<u>(\$508,693)</u>	<u>\$5,829,381</u>	<u>\$5,829,381</u>

(1) We have prepared the interest rate assumptions using our evaluation of the underlying credit pledge to this financing and current market conditions. These factors are subject to change. Changes may result in the actual interest rates varying from the interest rates assumed for this analysis and that variance may be material.

(Subject to the attached letter dated November 14, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Third Party Purchased Bonds

Freight Street

**COMPARISON OF ESTIMATED ANNUAL TAX INCREMENT AND
ILLUSTRATIVE ANNUAL DEBT SERVICE**

Assumes the bonds are purchased by a third party

Taxes Payable Year	Estimated Tax Increment (1)	Allowance for TIF Administration Fees	Net Tax Increment	Illustrative Debt Service (2)	Illustrative Tax Increment Remaining	Illustrative Tax Increment Coverage
2028	\$343,000	(\$7,500)	\$335,500	(\$285,761)	\$69,739	126%
2029	343,000	(7,500)	335,500	(286,745)	68,755	126%
2030	343,000	(7,500)	335,500	(287,345)	68,155	126%
2031	343,000	(7,500)	335,500	(282,770)	72,730	128%
2032	343,000	(7,500)	335,500	(283,108)	72,393	128%
2033	343,000	(7,500)	335,500	(283,041)	72,459	128%
2034	343,000	(7,500)	335,500	(287,683)	67,818	125%
2035	343,000	(7,500)	335,500	(288,908)	64,593	126%
2036	343,000	(7,500)	335,500	(285,708)	69,793	126%
2037	343,000	(7,500)	335,500	(284,321)	71,179	127%
2038	343,000	(7,500)	335,500	(282,498)	73,003	128%
2039	343,000	(7,500)	335,500	(285,335)	70,165	126%
2040	343,000	(7,500)	335,500	(282,656)	72,844	128%
2041	343,000	(7,500)	335,500	(284,535)	70,965	127%
2042	343,000	(7,500)	335,500	(285,783)	69,718	126%
2043	343,000	(7,500)	335,500	(286,353)	69,148	126%
2044	343,000	(7,500)	335,500	(286,298)	69,203	126%
2045	343,000	(7,500)	335,500	(285,608)	69,893	126%
2046	343,000	(7,500)	335,500	(284,273)	71,228	127%
2047	343,000	(7,500)	335,500	(282,283)	73,218	128%
2048	343,000	(7,500)	335,500	(284,488)	71,013	127%
2049	343,000	(7,500)	335,500	(285,878)	69,624	126%
Totals	\$7,548,000	(\$165,000)	\$7,381,000	(\$5,829,381)	\$1,651,619	

(1) See page 2. Assumes a 100% Project TIF Pledge.

(2) See page 4.

(Subject to the attached letter dated November 14, 2024)

(Preliminary - Subject to Change)

(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION
Developer Purchased Bonds
Freight Street

ILLUSTRATIVE PROJECT COSTS AND FUNDING
Assumes the bonds are purchased by the Developer

Illustrative Project Costs:

Net proceeds available for project	\$4,480,000
Capitalized interest through	0
Allowance for debt service reserve	0
Allowance for placement fee/underwriter's discount	0
Allowance for Bond issuance costs and contingencies	129,000
Total Illustrative Project Costs	\$4,609,000

Illustrative Project Funding:

Illustrative Taxable Economic Development Revenue Bonds	\$4,609,000
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Note: Assumes the Bonds are paid solely from Project Tax Increment.

(Subject to the attached letter dated November 14, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Developer Purchased Bonds

Freight Street

**ILLUSTRATIVE AMORTIZATION OF \$4,609,000 PRINCIPAL AMOUNT OF
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS**
Assumes Bonds dated March 15, 2025

Payment Date	Principal Outstanding	Principal	Illustrative Interest Rate (1)	Illustrative Interest	Illustrative Total Debt Service	Illustrative Capitalized Interest	Illustrative Not Debt Service	Illustrative Fiscal Year Debt Service
08/01/25	\$4,609,000			\$113,177	\$113,177		\$113,177	
02/01/26	4,609,000			149,793	149,793		149,793	\$262,069
08/01/26	4,609,000			149,793	149,793		149,793	
02/01/27	4,609,000			149,793	149,793		149,793	299,585
08/01/27	4,609,000			149,793	149,793		149,793	
02/01/28	4,609,000			149,793	149,793		149,793	299,585
08/01/28	4,609,000	\$18,000	6.50%	149,793	167,793		167,793	
02/01/29	4,591,000	18,000	6.50%	149,208	167,208		167,208	335,000
08/01/29	4,573,000	22,000	6.50%	148,623	170,623		170,623	
02/01/30	4,551,000	23,000	6.50%	147,998	170,808		170,908	341,530
08/01/30	4,528,000	27,000	6.50%	147,160	174,160		174,160	
02/01/31	4,501,000	28,000	6.50%	146,283	174,283		174,283	348,443
08/01/31	4,473,000	33,000	6.50%	145,373	178,373		178,373	
02/01/32	4,440,000	33,000	6.50%	144,300	177,300		177,300	355,673
08/01/32	4,407,000	38,000	6.50%	143,228	181,228		181,228	
02/01/33	4,369,000	40,000	6.50%	141,993	181,993		181,993	363,220
08/01/33	4,329,000	45,000	6.50%	140,693	185,693		185,693	
02/01/34	4,284,000	46,000	6.50%	139,230	185,230		185,230	370,923
08/01/34	4,238,000	51,000	6.50%	137,735	188,735		188,735	
02/01/35	4,187,000	53,000	6.50%	136,078	189,078		189,078	377,813
08/01/35	4,134,000	59,000	6.50%	134,355	193,355		193,355	
02/01/36	4,075,000	60,000	6.50%	132,438	192,438		192,438	385,793
08/01/36	4,015,000	66,000	6.50%	130,488	196,488		196,488	
02/01/37	3,949,000	69,000	6.50%	128,343	197,343		197,343	393,830
08/01/37	3,880,000	75,000	6.50%	126,100	201,100		201,100	
02/01/38	3,805,000	77,000	6.50%	123,663	200,663		200,663	401,763
08/01/38	3,728,000	84,000	6.50%	121,160	205,160		205,160	
02/01/39	3,644,000	86,000	6.50%	118,430	204,430		204,430	409,590
08/01/39	3,558,000	93,000	6.50%	115,635	208,635		208,635	
02/01/40	3,465,000	97,000	6.50%	112,613	209,613		209,613	418,248
08/01/40	3,368,000	104,000	6.50%	109,460	213,460		213,460	
02/01/41	3,264,000	107,000	6.50%	106,080	213,080		213,080	426,540
08/01/41	3,157,000	115,000	6.50%	102,603	217,603		217,603	
02/01/42	3,042,000	119,000	6.50%	98,865	217,865		217,865	435,468
08/01/42	2,923,000	127,000	6.50%	94,998	221,998		221,998	
02/01/43	2,796,000	132,000	6.50%	90,870	222,870		222,870	444,868
08/01/43	2,664,000	140,000	6.50%	86,580	226,580		226,580	
02/01/44	2,524,000	145,000	6.50%	82,030	227,030		227,030	453,610
08/01/44	2,379,000	154,000	6.50%	77,318	231,318		231,318	
02/01/45	2,225,000	159,000	6.50%	72,313	231,313		231,313	462,630
08/01/45	2,066,000	169,000	6.50%	67,145	238,145		236,145	
02/01/46	1,897,000	174,000	6.50%	61,653	235,653		235,653	471,798
08/01/46	1,723,000	185,000	6.50%	55,998	240,998		240,998	
02/01/47	1,538,000	191,000	6.50%	49,985	240,985		240,985	481,983
08/01/47	1,347,000	202,000	6.50%	43,778	245,778		245,778	
02/01/48	1,145,000	209,000	6.50%	37,213	246,213		246,213	491,990
08/01/48	936,000	221,000	6.50%	30,420	251,420		251,420	
02/01/49	715,000	227,000	6.50%	23,238	250,238		250,238	501,658
08/01/49	489,000	240,000	6.50%	15,860	255,860		255,860	
02/01/50	249,000	248,000	6.50%	8,080	258,080		256,080	511,920
Totals		<u>\$4,609,000</u>		<u>\$5,437,424</u>	<u>\$10,046,424</u>	<u>\$0</u>	<u>\$10,046,424</u>	<u>\$10,046,424</u>

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

(Subject to the attached letter dated November 14, 2024)
(Preliminary - Subject to Change)
(For Internal Use Only)

ELKHART (INDIANA) REDEVELOPMENT COMMISSION

Developer Purchased Bonds

Freight Street

**COMPARISON OF ESTIMATED ANNUAL TAX INCREMENT AND
ILLUSTRATIVE ANNUAL DEBT SERVICE**

Assumes the bonds are purchased by the Developer

Taxes Payable Year	Estimated Tax Increment (1)	Allowance for TIF Administration Fees	Net Tax Increment	Illustrative Debt Service (2)	Illustrative Tax Increment Remaining	Illustrative Tax Increment Coverage
2028	\$343,000	(\$7,500)	\$335,500	(\$335,000)	\$500	100%
2029	349,800	(7,500)	342,300	(341,500)	800	100%
2030	356,800	(7,500)	349,300	(348,443)	918	100%
2031	364,000	(7,500)	356,500	(355,673)	828	100%
2032	371,200	(7,500)	363,700	(363,220)	580	100%
2033	378,710	(7,500)	371,210	(370,923)	288	100%
2034	386,200	(7,500)	378,700	(377,813)	988	100%
2035	394,010	(7,500)	386,510	(385,760)	718	100%
2036	401,800	(7,500)	394,300	(393,830)	560	100%
2037	409,930	(7,500)	402,430	(401,763)	668	100%
2038	418,130	(7,500)	410,630	(409,590)	1,040	100%
2039	426,490	(7,500)	418,990	(418,248)	743	100%
2040	435,020	(7,500)	427,520	(426,540)	980	100%
2041	443,720	(7,500)	436,220	(435,468)	753	100%
2042	452,590	(7,500)	445,090	(444,658)	223	100%
2043	461,640	(7,500)	454,140	(453,610)	530	100%
2044	470,870	(7,500)	463,370	(462,830)	740	100%
2045	480,290	(7,500)	472,790	(471,788)	993	100%
2046	489,900	(7,500)	482,400	(481,063)	418	100%
2047	499,700	(7,500)	492,200	(491,980)	210	100%
2048	509,690	(7,500)	502,190	(501,659)	533	100%
2049	519,800	(7,500)	512,300	(511,920)	460	100%
Totals	\$9,363,740	(\$185,000)	\$9,198,740	(\$9,104,205)	\$14,455	

(1) See page 2. Assumes a 100% Project TIF Pledge. Assumes a 2% annual increase.

(2) See page 7.

(Subject to the attached letter dated November 14, 2024)

(Preliminary - Subject to Change)

(For Internal Use Only)



Baker Tilly Advisory Group, LP
9229 Delegates Row, Suite 400
Indianapolis, IN 46240
United States of America

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F: +1 (317) 465 1550

bakertilly.com

January 28, 2025

City of Elkhart, Indiana Redevelopment Commission
Mr. Michael Huber, Development Services Director
229 S. Second Street
Elkhart, IN 46074

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter or Agreement) is to confirm our understanding of the basis upon which Baker Tilly Advisory Group, LP (Baker Tilly) and its affiliates are being engaged by the City of Elkhart, Indiana Redevelopment Commission (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

Mr. Michael Huber, Development Services Director
City of Elkhart, Indiana Redevelopment Commission

January 28, 2025

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The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Mr. Michael Huber, Development Services Director
City of Elkhart, Indiana Redevelopment Commission

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Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any of the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Mr. Michael Huber, Development Services Director
City of Elkhart, Indiana Redevelopment Commission

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Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

Anti-Nepotism

Baker Tilly is aware of the provisions under IC 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in IC 36-1-21-3) of any elected official (as defined in IC 36-1-21-2) of the Client who is an owner or an employee of the Firm.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Agreement, any Engagement Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

Mr. Michael Huber, Development Services Director
City of Elkhart, Indiana Redevelopment Commission

January 28, 2025
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This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

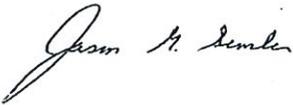
Mr. Michael Huber, Development Services Director
City of Elkhart, Indiana Redevelopment Commission

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If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Jason G. Semler, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly Advisory Group, LP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC (BTIS), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC (BTC) Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provided to the Client in writing at that time.

RE: TIF Management

DATE: January 28, 2025

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Elkhart Redevelopment Commission, Indiana (the Client) and Baker Tilly Advisory Group, LP (Baker Tilly).

SCOPE OF WORK

Baker Tilly agrees to furnish and perform the following services.

A. Annual Tax Increment Finance (TIF) Services

1. As Requested, Calculate Base Value Adjustments (Neutralization) for Trending and General Reassessment
 - a) Contact the County Auditor's office and, with its cooperation and based on information provided by the County Auditor and Assessor, assist in performing or checking calculations with respect to base value adjustments, including determining base value adjustment factors, appeal and tax rate assumptions, and captured assessed values for each tax increment allocation area (TIF Area) in conjunction with annual Trending or General Reassessments. In performing this work, we rely on the accuracy of the information provided by the County Auditor and Assessor. We will not audit or review their information.
 - b) If necessary, travel to the County Auditor's and/or Assessor's offices to perform fieldwork that may be required. Obtain from the County Auditor and Assessor new tax abatement information, a list of new developments and assessed values (if available) and a list of outstanding parcel assessed value appeals for the TIF Area(s) to use in the calculation. Compare resulting calculations to historical captured value, if necessary.
 - c) With the cooperation of the County Auditor's office, assist the County Auditor's office with the monitoring of captured assessed value amounts for each TIF Area and taxing district that are used during the assessed value certification process. If needed, assist the Auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to certification.
 - d) With the cooperation of the County Auditor's office, assist the County Auditor's office with the monitoring of captured assessed value amounts for each TIF Area and taxing district that are used in the preparation of the County Abstract. If needed, assist the Auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to the completion of the Abstract.
2. As Requested, Assist with the Annual Reporting and Meeting Requirements for the Commission
 - a) Assist the Commission in completing the annual reporting requirements on the activities of the Commission, includes various information for each TIF Area for the previous year to be filed with the Client's Fiscal body, Executive and Department of Local Government Finance by April 15 each year under IC 36-7-14-13.
 - b) Assist the Commission with the TIF planning, budget, impact analysis and annual meeting requirements set forth under IC 36-7-25-8, including attendance of the annual meeting if requested.

3. As Requested, Provide Excess Assessed Value Notification Assistance

- a) Assist the Commission in preparing an annual notice due to the County Auditor's office and overlapping taxing units by June 15th, notifying them of the amount of excess incremental assessed value that can be released to taxing units for the subsequent year, under 36-7-14-39(b)(4).
- b) If needed, prepare a current schedule of estimated TIF revenue, under current law, including the impact of known new developments, estimated tax abatement reductions, depreciation tables, if applicable, and anticipated changes in tax rates, if necessary.
- c) If needed, prepare a schedule demonstrating the extent to which estimated TIF revenue is expected to be sufficient to pay actual debt service or lease rentals on outstanding bonds and other planned projects for the TIF Area(s), notifying the Commission of any anticipated shortfalls or significant surplus, if necessary.
- d) Assist with the preparation of any required supporting documentation for the Captured Assessed Value Determination Resolution(s), if necessary.

4. As Requested, Monitor TIF Revenue and Preparation of an Annual TIF Report

- a) For the TIF Area(s), analyze recorded TIF revenue, comparing it to Baker Tilly 's previous estimates, identifying the sources of material differences.
- b) Identify major tax delinquencies materially affecting TIF revenue using information available from the County Auditor's office.
- c) Based on input from Commission representatives:
 - (1) Trace known major developments and tax abatement reductions into the County's property tax records.
 - (2) Investigate, report and make recommendations regarding any material differences from anticipated assessed valuations and TIF revenue.
- d) Update TIF revenue estimates based upon current law and property tax data, including the impact of known new developments, estimated tax abatement reductions, personal property depreciation tables (if applicable), and estimated changes in tax rates (if applicable).
- e) Prepare a schedule demonstrating the extent to which estimated TIF revenue is expected to be sufficient to pay actual debt service or lease rentals on outstanding bonds and other planned projects for the TIF Area(s), notifying the Commission of any anticipated shortfalls or significant surplus.
- f) If needed, prepare illustrative schedules of amortization for bonds, leases, or other obligations payable from TIF revenue generated in the applicable TIF Area(s). Any illustrative amortizations prepared under this section will be for informational purposes only and may not be utilized in conjunction with the issuance of debt obligations.
- g) If needed, illustrate annual cash flow for each Allocation Area for a five-year period (or another period defined by the Commission) that accounts for debt and non-debt expenditures of the Commission.
- h) Provide an annual written Report and additional written materials as appropriate, reporting findings to the Commission.
- i) If requested, present the Report at a meeting of the Commission. Such Report is limited to the purposes set forth herein and may not be used in conjunction with the issuance of additional debt obligations. TIF revenue estimates in support of the issuance of debt will be accomplished pursuant to the parameters of separate agreements.

5. DLGF Annual Spending Plan

- a) Meet with Client leadership to discuss priorities and plans for the next fiscal year, develop an annual spending plan, pursuant to IC 36-7-14-12.7 and DLGF guidelines, and present the annual spending plan before the RDC.
- b) If requested, present the spending plan at a meeting of the RDC. Such report is limited to the purposes set forth herein, and may not be used in conjunction with the issuance of additional debt obligations. TIF revenue estimates in support of the issuance of debt will be accomplished pursuant to the parameters of separate agreements.

B. Periodic Services – Performed on an "As Requested" Basis

1. Analyze County TIF Parcel Records for Missing Parcels and Parcel Changes

- a) Interview Client and/or County personnel to locate declaratory resolutions, base value dates, original maps of the TIF Area(s), together with any boundary changes that may have occurred subsequent to the creation of the TIF Area(s).
- b) Compare County Auditor's TIF parcel list and maps to determine the extent to which they reflect changes that have occurred to the TIF boundaries of the Area and incorporate parcel splits and combinations.
- c) Suggest corrections to the TIF database, as needed.

2. Assist with the Creation of New TIF Allocation Area

- a) As needed, work with the Client and its advisors to analyze the boundaries of the proposed TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the proposed TIF Area.
- b) As needed, provide information required by the Client's attorney for preparing resolutions and other legal documents required to establish the proposed TIF Area, if needed.
- c) Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the proposed TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
- d) If needed, virtually or personally meet with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the creation of the proposed TIF Area, as needed.
- e) At the request of the Client, attend meetings and required public hearings to explain the impact of the creation of the proposed TIF Area and to address any questions.

3. Assist with the Creation of New Residential TIF Allocation Area

a) Preliminary Planning and Development Services

Financial Analysis

- (1) Obtain estimates of the proposed real property investment from the developer or representatives of the developer for the purpose of estimating the amount of tax increment revenues to be generated from the proposed development and the impact of the establishment of the proposed Residential TIF Area on the overlapping taxing units, including illustrative State Basic Grant funding to the affected school corporation(s).

4. Assist with the Amendment or Expansion of an Existing Tax Increment Finance (TIF) Area
 - a) Work with the Client and its advisors to analyze the boundaries of the existing and amended TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the amended TIF Area.
 - b) Provide information required by the Client's attorney for preparing resolutions and other legal documents required to amend or expand the TIF Area, if needed.
 - c) Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the amended TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
 - d) Meet with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the amendment or expansion of the TIF Area, as needed.
 - e) At the request of the Client, attend meetings and required public hearings to explain the impact of the amendment or expansion of the TIF Area and to address any questions.

5. Economic Development Project Evaluation and Preliminary Feasibility – Performed on an "As Requested" Basis
 - a) In connection with a proposed economic development project or prospect (the Project), discuss with Client (or Client representative) the proposed Project; potential incentives; the use of TIF, tax abatement and other sources of funding; preliminary financing options and feasibility analyses; timing and investment information needed for analysis; and other issues and considerations.
 - b) Baker Tilly will be dependent upon these parties for the development assumptions used to inform the initial analysis. Prepare schedules of real and depreciable personal property tax abatement reductions, if applicable.

Note: Additional Project Analysis may be prepared under separate engagement scopes addressing the specific Project.

COMPENSATION AND INVOICING

Fees for services set forth in the Scope Appendix will be billed at standard billing rates based upon the actual time and expenses incurred.

Standard Hourly Rates by Job Classification
9/1/2024

Title	Hourly Rate
Principals / Directors	\$420 - \$660
Managers / Senior Managers	\$290 - \$440
Consultants / Analysts / Senior Consultants	\$185 - \$300
Support / Paraprofessionals / Interns	\$115 - \$195

**Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

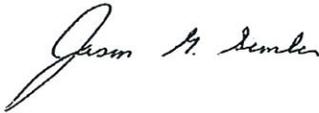
Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Jason G. Semler, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

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
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Warrick & Boyn

February 2025

Invoice

Total Current

Work

\$37,438.79