



**AMENDED**

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING  
MUNICIPAL BUILDING (2<sup>ND</sup> FLOOR), COUNCIL CHAMBERS  
TUESDAY, SEPTEMBER 10, 2024 at 4:00 P.M.

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

To join, go

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

enter **2304 716 1420** as the event number and **RDC9** as the event password.

To join by phone, call **1-415-655-0001**, enter **2304 716 1420##**

*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](mailto:adam.fann@coei.org) prior to the meeting.

1. **Call to Order**
2. **Approval of Minutes**
  - July 9, 2024 Regular Meeting Minutes
3. **New Business**
  - a) **Open Bids**
  - b) **Public Hearing to review the 2023 City of Elkhart CAPER**
    - Review Consolidated Annual Performance Report (CAPER) for expenditures of the Community Development Block Grant (CDBG) funds for Program Year 2023.
  - c) **Offering of Real Estate**
    - Authorizing the offering of real estate for sale under 36-7-14-22 (parcel #20-06-10-155-009-012)
  - d) **Sale of Real Estate**
    - Authorizing the sale of real estate pursuant to I.C. 36-7-14-22.6 (parcel #20-06-05-203-008-012).

- e) **Transfer of Real Estate to Board of Public Works**
  - Approve transfer of real property to the Board of Public Works (Lot 126, South Elkhart, Third Addition).
- f) **HRP Construction, Inc. Use Agreement for 3508 S. Main St.**
  - Grant HRP Construction, Inc. access to real estate at 3508 South Main Street.
- g) **117 Freight Street further site investigation**
  - Approve the proposal and employment of Heron Environmental, LLC to conduct additional testing and develop the Soil Management Plan for 117 Freight Street and appropriate \$2,700 from Brownfield Services Special Fund.
- h) **Cassopolis Street Improvements**
  - Appropriate funding for the Cassopolis Street improvements
- i) **Woodland Crossing Listing Agreement with Market Place Realty**
  - Approve listing agreement for leasing vacant spaces at Woodland Crossing
- j) **Woodland Crossing Snow and Salt Contract with DS Grounds Care**
  - Approve Woodland Crossing service contract with DS Grounds Care, LLC
- k) **South Main Streetscape Improvements**
  - Approve contract for employment of Christopher B. Burke Engineering, LLC for professional services related to South Main Street, Phase 4, and infrastructure improvements not to exceed \$156,730. Appropriate \$117,547.50 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Special Fund and \$39,182.50 from Downtown Allocation Area No 1 Special Fund.
- l) **Baker Tilly Contract**
  - Approve employment of Baker Tilly, LLC for municipal bond reporting services.
- m) **Grant Access to Real Estate at 138-4 Woodland Crossing**
  - Approve access agreement for Great Lakes Mennonite Thrift, Inc. for rights of access at 138-4 Woodland Crossing Shopping Center.

**4. Staff Updates**

**5. Other Business**

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

**9. Public Comment**

**10. Adjournment**



City of Elkhart  
*Redevelopment Commission*

REGULAR MEETING  
ELKHART REDEVELOPMENT COMMISSION  
LOCATION: CITY HALL, 2<sup>ND</sup>. FLOOR, COUNCIL CHAMBERS  
Tuesday, August 13, 2024  
4:00 p.m.

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PRESENT: Dina Harris, Gerry Roberts, Sandi Schreiber, Wes Steffen, Dorisanne Nielsen, Gary Boyn, Sherry Weber (Recording Secretary), Adam Fann, Jacob Wolgamood, Corinne Straight, Joshua Hofer, Drew Wynes, Ambrose Kamy, Alex Holts, Trina Harris, Dave Weaver, and LaTonya King

PRESENT BY WEBEX: Chris Pottratz, Lewis Anne Deputy, ML, Mike Huber, Mary Kaczka, Jim Hines, Jon O

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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 August 13, 2024. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved

APPROVAL OF JULY 9, 2024 REGULAR MEETING MINUTES

Ms. Schreiber asked for a motion to approve the July 9, 2024 Regular Meeting Minutes. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. OPENING OF BIDS

Mr. Adam Fann addressed the commission. Ms. Schreiber asked for a motion to refer staff to negotiate terms in the final development agreement for the Freight Street District. Moved by Mr. Steffen. Seconded by Mr. Harris. Voice vote, all in favor. Motion approved.

#### B. 117 FREIGHT STREET EASEMENT

Mr. Adam Fann addressed the commission. Ms. Schreiber asked for a motion to transfer 16 foot of the property described in the resolution to the City of Elkhart as is set forth in the resolution. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

#### C. 824 REN STREET ADDITIONAL TESTING

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the employment of Environmental Management Consultants to do additional testing at a cost of \$11,937.95 to be appropriated out of the Consolidated South Elkhart TIF Area. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

#### D. TRANSFER OF REAL ESTATE 2101-2111 SOUTH MAIN & TRACT B

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to accept the property described on the resolution from the Board of Public Works. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

#### E. 121 W. FRANKLIN PURCHASE AGREEMENT

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the amendment to the purchase agreement as presented. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

#### F. WOODLAND CROSSING MASTER PLAN DEVELOPMENT

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the employment of WBK Engineering, LLC at a fee not to exceed \$75,000 to perform services set forth in the attached contract for services and appropriating that sum from Consolidated South Elkhart TIF Area. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the employment of Neighborhood Evolutions, LLC at a fee not to exceed \$258,000 to perform the services set forth in the attached contract for services and approve the use of American Recovery Plan Act funds to cover the cost of for parts one and two and Woodland Crossing Shopping Center revenue to cover the costs of part three services. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor. Motion approved.

#### G. G&W VRP RATIFICATION

Mr. Gary Boyn addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the amendment to the voluntary remediation agreement in the form submitted and ratify the present execution of that modified agreement. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

#### H. LABOUR PUMP LITIGATION COSTS

Mr. Gary Boyn addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the Ice Miller invoice in the amount of \$5,501.44, which is attached to the resolution,

and appropriate that sum from Consolidated South Elkhart TIF to pay this invoice. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

#### I. 142 STATE STREET PURCHASE & DEVELOPMENT AGREEMENT

Ms. Mary Kaczka addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the purchase and development agreement and all attachments to that agreement. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

#### J. WOODLAND CROSSING REROOFING BIDS

Ms. Mary Kaczka addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the reroofing project and request funding for the roof work, requesting the Board of Works enter all contracts and take all actions to supervise and complete the project on the Commission's behalf in appropriating \$440,000 from the Consolidated South Elkhart TIF to cover the cost of the project with any unused funds to be returned. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

#### K. RIVER DISTRICT TIF PLEDGE

Mr. Mike Huber addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the pledge of TIF revenues to the project pledging area four TIF revenues to the series A bonds, area five TIF revenues to the series B bonds and area six TIF revenues to the area C bonds, all is more fully set forth in the resolution. Moved by Mr. Roberts. Seconded by Ms. Harris. Mr. Steffen recused himself from the vote as he is an adjacent property owner. Voice vote, three in favor, one abstention. Motion approved.

#### STAFF UPDATES

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

- 930 South Main – Remediation is done. Five tanks were removed from the property equaling about 13,000 gallons. One tank was still filled with some oil, which was taken care of once the tanks were removed. Between 500-800 tons of impacted soil has been removed from the site and filled in the hole.
- Roundhouse – EPA is currently on site brush hogging large areas. They have air monitoring systems above the property, putting up a fence and have brought in several job site trailers. EPA is planning to be on site for about 2-3 months.
- Walter Piano – Had a meeting with IFA and Indiana Brownfield Program. The remediation plan has been adjusted slightly to do a larger ISCO event injecting more liquid into the ground to see if we can get some better results and we are actually stepping out a little further to the northeast to see if there are any impacts out farther from the plume.
- State Road 19 – Things are on schedule for completion. Stones are currently being placed on one of the bump outs. The linear park should be done about the middle of next month and they will be pulling all of the barricades and traffic closure stuff.
- 1101 Beardsley – Documents have been submitted to IFA and Indiana Brownfields and we are awaiting their approvals. Injections should happen yet this year and we are looking at

potentially bidding the excavations this winter to get on the schedules of contractors for an early spring excavation.

- Benham Plan Initiative – We had a very successful Benham Neighborhood Initiative Open house last week. There was a lot of excitement in the room, really good information shared from the developers for the South Main Street Corridor Projects, who answered a lot of great questions. We are finalizing the application to the Lilly Endowment Blight Elimination Funding Opportunity through IEDC that is part of the READI two part program. There is about \$175,000,000 of new investment total in all of the projects we are applying for. We are looking at a grant request of about \$35,000,000 from Lilly. We are excited about the opportunity to leverage the City's dollars and bring that investment from the state to help us make this transitional program happen.

#### OTHER BUSINESS

Mr. Gary Boyn stated the current work amount on the Warrick and Boyn invoice is for \$24,528.02

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$24,528.02.

Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

#### PUBLIC COMMENT

No one from the public was there at address the Commission.

#### ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:35 p.m. Next meeting is on Tuesday, September 10, 2024 at 4:00 p.m. in Council Chambers.

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Sandra Schreiber, President



City of Elkhart  
*Redevelopment Commission*

Elkhart Redevelopment Commission  
Pre-Agenda Meeting Summary  
For August 9, 2024

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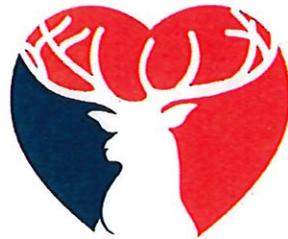
PRESENT: Dina Harris, Sandi Schreiber, Wes Steffen, Gary Boyn, Mike Huber,  
Adam Fann, Jacob Wolgamood, Sherry Weber, Corinne Straight,  
Alex Holtz, Drew Wynes.

PRESENT BY WEBEX: Chris Pottratz, Gerry Roberts, ML

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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 August 13, 2024.

CITY OF ELKHART,  
INDIANA



City of Elkhart

PROGRAM YEAR 2023  
CONSOLIDATED ANNUAL  
PERFORMANCE AND  
EVALUATION REPORT

DRAFT  
SEPTEMBER 4, 2024

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## CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.  
91.520(a)

The City of Elkhart is a CDBG entitlement community but not a recipient of HOME or HOPWA from the U.S. Department of Housing and Urban Development. The city works with elected officials, appointed committee members, local agencies, neighborhood associations, concerned residents, community leaders, local businesses and other interested parties to achieve a long list of activities designed to improve the lives of low- and moderate-income residents and increase the safety and attractiveness of the City's Neighborhood Revitalization Strategy Area. The Program Year (P.Y.) 2023 Consolidated Annual Performance Evaluation Report (CAPER) evaluates the fourth year of the five-year 2020-2024 Consolidated Plan.

Nine goals were developed through extensive public meetings and discussions with agencies serving the needs of low- and moderate-income clients. During the 2023 program year, the city and its partners have worked on projects identified to address the following goals:

1. **Housing Supply.** Focuses on increasing the supply of quality, affordable housing within Elkhart. Increasing the supply of quality affordable housing can be accomplished through acquiring and renovating vacant units or new construction.
2. **Housing Quality.** This goal focuses on improving the quality of the existing occupied housing stock through rehabilitation or targeted code enforcement efforts.
3. **Home Ownership.** Focuses on increasing the rate of homeownership within Elkhart. This goal can be accomplished through financial assistance to purchase a home or through homebuyer counseling services.
4. **Increase Median Household Income.** This goal focuses on improving the economic lives of Elkhart residents through wealth-building activities such as workforce development initiatives, job training, and job creation.
5. **Reduce Environmental Hazards.** This goal focuses on identifying and remedying environmental hazards, which may include lead-based paint, mold, asbestos, or brownfields. This goal also includes educating families with young children about the dangers of lead-based paint and the proper cleaning techniques to reduce exposure and potentially elevated blood lead levels in children under six.
6. **Homeless Prevention.** Homelessness Prevention focuses on activities and services within Elkhart that address the homeless population's needs and related sub-populations. These activities and services include shelter operations, food and clothing programs, creating permanent supportive housing units, street outreach and substance abuse counseling.
7. **Neighborhood Business Districts.** Neighborhood Business Districts focus on improving the appearance, buildings and infrastructure necessary to create an environment that encourages job creation, wealth building and provides the essential goods and services for Elkhart's neighborhoods.
8. **Non-Homeless Special Needs.** Non-Homeless Special Needs focuses on populations with special needs such as seniors, mentally and physically disabled populations, HIV/AIDS persons and their families. Persons with special needs often require advocacy, individualized training, and skills-building to help them succeed.

9. **Neighborhood Facilities Improvements.** This goal focuses on improving publicly owned infrastructure and facilities in targeted neighborhoods. This includes street and alley resurfacing, sidewalk improvements, public utilities, recreation centers, parks and playgrounds, and increasing broadband access to low-and moderate-income communities.

The City of Elkhart's Consolidated Plan identifies strategies for success to provide decent, affordable housing, a suitable living environment, and expanding economic opportunities for low- and moderate-income residents. In addition, the city's Neighborhood Revitalization Strategy Area focuses technical and financial resources on activities that empower residents of the city's central-city neighborhoods. These goals and strategies were developed with extensive input from community leaders and genuinely reflect community approaches to addressing the community's priority needs.

Elkhart also received two rounds of special-purpose HUD funding (CDBG-CV1 and CDBG-CV3) to address and mitigate the effects of the COVID-19 pandemic. For this report, the two funding rounds are consolidated and reported as CDBG-CV. The projects funded by CDBG-CV were identified through a competitive selection process, and most projects were initiated in P.Y. 2020. Our non-profit partners continue to implement programs and projects designed to lessen the effects of the COVID-19 pandemic.

The following report describes the amount of CDBG, CDBG-CV funds spent, total funds spent, and beneficiaries for the activities included in each strategy. Due to the nature of the program year dates (July 1 – June 30), many projects are initiated in one program year and completed in the following. Therefore, the accomplishments for projects undertaken in P.Y. 2023 may not be reported until P.Y. 2024. The P.Y. 2023 outcomes are summarized below (all funds are CDBG unless otherwise noted):

**Housing Supply:**

- \$60,000.00 expended in P.Y. 2023.
- Funds assisted four first-time homebuyers.

**Housing Quality:**

- \$440,195.32 expended in P.Y. 2023
- 25 units were completed in P.Y. 2023, and two are underway this program year.

**Increase Median Household Income:**

- \$5,400.00 expended in P.Y. 2023.
- Six residents completed the Goodwill | Easter Seals BOSS job training program.

**Reduce Environmental Hazards:**

- \$29,964.05 expended in P.Y. 2023.
- One fire damaged structure was abated.

**Homeless Prevention**

- \$47,074.65 expended in P.Y. 2023.
- YWCA assisted 330 individuals.

- The AIDS Mission / AIDS Assist permanent supportive housing and case management programs assisted 101 persons.
- St. James United Methodist Church continued operating a food bank to assist persons struggling with issues due to the COVID-19 pandemic. Over 14,000 people were assisted.

**Non-Homeless Special Needs:**

- \$65,639.41 was expended in P.Y. 2023.
- The Minority Health Chronic Disease self-management program assisted 38 persons.
- Council on Aging provided transportation services for 58 individuals.
- The Boys and Girls Club assisted 17 youth.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

The City completed most of its identified goals in 2023. The housing projects were completed in a timely manner and there few program delays among the various subrecipients.

The city continues identifying and certifying a Community Based Development Organization (CBDO) in Elkhart. A CBDO is integral to implementing new housing construction projects with the NRSA.

The City of Elkhart values residents' comments and feedback on the efforts undertaken through the CDBG program to improve our neighborhoods. The draft CAPER is available free of charge at several locations, including the city website, the Elkhart Municipal Building, and the main Elkhart Public Library branch at 300 South Second Street.

A public notice was printed in the Elkhart Truth on August 27, 2024, indicating the public review period would begin on September 4, 2024, and end on September 20, 2024..

A public hearing to review the CAPER will be held during the regularly scheduled meeting of the Elkhart Redevelopment Commission on Tuesday, September 10, 2024, at 4:00 p.m. in the Common Council Chambers.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Housing Supply	Affordable Housing	CDBG: \$0.00	Rental units constructed	Housing Units	100	0	0%	0	0	0%
	Affordable Housing	CDBG: \$120,917.91	Rental units rehabilitated	Housing Units	100	40	40%	10	10	100%
	Affordable Housing	CDBG: \$0.00	Homeowner housing added	Housing units	25	0	0%	0	0	0%
	Affordable Housing	CDBG:	Other	Other	50	0	0%	0	0	0%
Housing Quality	Affordable Housing	CDBG: \$279,020	Homeowner housing rehabilitated	Housing Units	25	26	104%	5	15	300%
Increase Homeownership Rate	Affordable Housing	CDBG: \$60,000.00	Direct financial assistance to homebuyers	Housing Units	25	4	16%	5	4	80%
Increase Median Household Income	Non-Housing Community Development	CDBG: \$5,400.00	Public service activities other than Low/Moderate Income Housing Benefit (Job Training)	Persons assisted	200	16	8%	5	6	120%
	Non-Housing Community Development	CDBG: \$0.00	Jobs created / retained	Jobs	250	0	0%	0	0	0%
Reduce Environmental Hazards	Non-Housing Community Development	CDBG: \$29,964.05	Demolish blighted structures	Buildings	15	5	33%	4	1	25%
	Affordable Housing	CDBG: \$0.00	Other (Lead-safe units)	Other	100	0	0%	5	0	0%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
	Non-Housing Community Development	CDBG:\$0.00	Flood / Disaster Mitigation	Structures	5	5	100%	0	0	0%
Neighborhood Facilities Improvements	Non-Housing Community Development	CDBG:\$0.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	0	0%	0	0	0%
	Non-Housing Community Development	CDBG: \$0.00	Other (three neighborhood parks or community centers)	Other	3	8	260%	0	0	0%
Neighborhood Business Districts	Non-Housing Community Development	CDBG: \$0.00	Facade treatment/business building rehabilitation	Business	5	2	40%	0	0	0%
	Non-Housing Community Development	CDBG: \$0.00	Businesses assisted	Businesses Assisted	25	0	0%	0	0	0%
Homelessness Prevention	Homeless	CDBG: \$47,074.65	Homelessness Prevention	Persons Assisted	2000	1,106	55%	750	431	57%
Non-Homeless Special Needs	Non-Homeless Special Needs	CDBG: \$65,639.41	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	35,303	218%	200	34,212	38%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the first year of the consolidated plan period, the city met most of its strategic goals and initiatives. During P.Y. 2021, much of the planning efforts to mitigate the effects of COVID-19 turned into actions. The city's sub-recipients implemented a robust COVID testing system, distributed food and interim assistance. Additionally, many construction projects that had stalled early in the pandemic began to break loose and move forward, especially for public facility and improvement projects.

During P.Y. 2022, many of the original CDBG-CV projects began winding down, and housing rehabilitation and new construction projects began to move forward. In P.Y. 2023, over half of the CDBG funds disbursed supported various housing projects. The city expended \$500,195.32 that impacted 27 housing units, including 19 renovations.

The City of Elkhart and its partners expended \$789,578.27 in CDBG and \$24,432.07 CDBG-CV in the following broad categories:

Category	CDBG Expenditures in P.Y. 2023	% of Total CDBG Expenditures in P.Y. 2023
Acquisition and Demolition	\$29,964.05	3.8%
Economic Development	\$0.00	0.0%
Housing	\$500,195.32	63.3%
Public Facilities and Improvements*	\$0.00	0.0%
Public Services	\$112,714.06	14.3%
Administration and Planning	\$146,704.84	18.6%
<b>Total</b>	<b>\$789,578.27</b>	<b>100.0%</b>

\*Roadway construction to support housing development

Category	CDBG-CV Expenditures in P.Y. 2023	% of Total CDBG-CV Expenditures in P.Y. 2023
Acquisition and Demolition	\$0.00	0.0%
Economic Development	\$0.00	0.0%
Housing	\$0.00	0.0%
Public Facilities and Improvements*	\$0.00	0.0%
Public Services	\$0.00	0.0%
Administration and Planning	\$24,432.07	100.0%
<b>Total</b>	<b>\$24,432.07</b>	<b>100.0%</b>

Over 63% of the CDBG P.Y. 2023 expenditures supported housing-related goals, including improving housing quality and increasing housing supply. Housing quality focuses on improving the quality of the existing occupied housing stock through rehabilitation or targeted code enforcement efforts. Increasing housing supply focuses on increasing quality, affordable housing within Elkhart. Increasing the supply of

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quality affordable housing can be accomplished through acquiring and renovating vacant units or new construction. The outcomes in P.Y. 2023 included:

**Housing Supply:**

- Four new homebuyers were assisted.

**Housing Quality:**

- 19 single-family homes were assisted through the owner-occupied rehabilitation program. 15 were completed in PY 2023, and four as still under renovation.

**Homeless Prevention**

- YWCA helped 330 individuals.
- Permanent supportive housing and case management programs assisted 101 persons.
- St. James United Methodist Church operated a food bank that assisted over 14,815 persons struggling with food security issues.

**Non-Homeless Special Needs:**

- The chronic disease self-management program assisted 38 persons.
- Council on Aging provided transportation services for 38 individuals.

The neighborhood revitalization strategy provides area-wide benefits to the neighborhoods in the NRSA by focusing limited resources in the central-city neighborhoods. This strategy provides for area-wide activities and focuses the efforts of many activities listed in the other three strategies in the NRSA. As CDBG resources become scarce, concentrated community support is an increasingly important part of the revitalization of our central city. Additional funding sources such as TIF and grants are also focused in the NRSA to build on the success of these efforts.

In P.Y. 2023, approximately 93.63% of CDBG and funds were expended within the NRSA neighborhoods.

**CR-10 - Racial and Ethnic composition of families assisted**

Describe the families assisted (including the racial and ethnic status of families assisted).  
91.520(a)

	<b>CDBG</b>
White	441
Black or African-American	118
Asian	3
American Indian or American Native	4
Native Hawaiian or Other Pacific Islander	1
Other	21
<b>Total</b>	<b>588</b>
Hispanic	101
Not Hispanic	487

Table 2 – Table of assistance to racial and ethnic populations by the source of funds

**Narrative**

Including Fair Housing activities and the foodbank, over 20,000 people were assisted through CDBG programs in P.Y. 2023.

### CR-15 - Resources and Investments 91.520(a)

**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$1,029,985.96	\$789,578.27
CDBG - CV	public - federal	\$37,152.60	\$24,432.07
<b>Total</b>		<b>\$1,067,138.56</b>	<b>\$814,010.34</b>

Table 3 - Resources Made Available

**Narrative**

During the 2023 program year, \$1,029,985.96 in CDBG funds and \$37,152.60 in CDBG-CV funds were available. The CDBG funds included \$713,272.00 in PY 2023 funds, \$24,113.44 in program income, and \$292,600.52 in prior year funds. During PY 2023, funds were disbursed for the following activity categories:

- Acquisition and Demolition: \$29,964.05
- Economic Development: \$0.00.
- Housing Activities: \$500,195.32.
- Public Facilities and Improvements: \$0.00
- Public Services: \$112,714.06.
- Planning and Administration: \$146,704.84.

During PY 2023, the percentage expended towards housing related projects and activities comprised over 60% of all expenditures.

**Identify the geographic distribution and location of investments**

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CITY-WIDE	20	21.8	Includes public service and non-NRSA residential and non-NSRA public facilities activities
NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA)	80	78.2	Includes all activities except administration, public services and non-NRSA residential projects.

Table 4 – Identify the geographic distribution and location of investments

## Narrative

During P.Y. 2023, approximately 78% of CDBG funds were expended within the NRSA neighborhoods. P.Y. 2023 projects within the City's NRSA included rental and owner-occupied housing rehabilitation activities.

During the planning process for the Consolidated Plan, it was determined that needs far exceed resources available from the City of Elkhart. The city concentrates on housing and community development investments within the Neighborhood Revitalization Strategy Area (NRSA) to have the most significant impact. The City of Elkhart is committed to making positive changes in the NRSA through direct action by City departments, including Community Development, Parks, Public Works, Police, Street, and the Building and Grounds Departments. These departments also partner with local agencies and neighborhood associations to carry out community and economic development activities within the NRSA. The primary goals for the NRSA include:

- Improve the livability of central-city neighborhoods to attract new investment by addressing poor infrastructure, poor housing conditions and a lack of public safety.
- Increase access to employment and educational opportunities for low-income residents.
- Increase homeownership opportunities within the NRSA.
- Build the capacity of neighborhood organizations to implement revitalization activities.

The involvement of low- and moderate-income residents is essential in advancing these goals. The city will work collaboratively with organizations that directly serve the neighborhoods within the NRSA to recruit participation in the implementation of activities of the plan.

## Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Elkhart sub-recipients leveraged \$1,035,236.00 in non-federal resources in P.Y. 2023. These funds were leveraged through homeownership programs and AIDS Ministries / AIDS Assist program.

No other publicly owned land or property was utilized in P.Y. 2023 projects.

**CR-20 - Affordable Housing 91.520(b)**

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	22	25
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>22</b>	<b>25</b>

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	17	25
Number of households supported through Acquisition of Existing Units	5	4
<b>Total</b>	<b>22</b>	<b>29</b>

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City and its partners exceeded most metrics during program year 2023. It only fell short by on unit through it's homebuyer assistance program.

Discuss how these outcomes will impact future annual action plans.

The city is certifying a CBDO, and hopes to leverage this designation to create new housing that benefits low- and moderate-income residents.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	284	0
Low-income	43	0
Moderate-income	28	0
<b>Total</b>	<b>355</b>	<b>0</b>

Table 7 – Number of Households Served

**Narrative Information**

The breakdown of extremely low-, low- and moderate-income persons served includes the following projects:

- 706 W. Cleveland
- 229 Garfield
- 2112 Aurora
- 2221 Aurora
- 734 Concord
- 1235 Romain
- 2713 S. 6<sup>th</sup> St.
- 229 S. 2<sup>nd</sup>
- 2916 Calumet
- 2811 Burr Oak
- 924 Pearl
- 2440 Frances Ave.
- 209 N. 2nd
- YWCA Safe Haven Women's Shelter
- Chronic Disease Self-Management Program
- AIDS Ministry / AIDS Assist

The number of owner and renter households assisted meeting the Section 215 definition of affordable housing: 0

**Efforts to Address "worse case needs" and the needs of persons with disabilities:**

The City of Elkhart takes a multi-prong approach to assist individuals living in "worse case" situations and those with disabilities. Primarily, the city works with its non-profit partners on the front lines supporting the most vulnerable populations. This includes partners such as AIDS Ministries, YWCA, and LaCasa. When households needing assistance are identified, the city works with these agencies to provide appropriate housing resources, including funding for rehabilitation, relocation or supportive services. Additionally, the City uses its code enforcement powers to address rental housing issues that do not meet health and safety codes.

**Other actions taken to foster and maintain affordable housing:**

Additional actions beyond direct financial assistance include fair housing education and enforcement, housing code enforcement activities, and extending public infrastructure to promote affordable housing development. These efforts are coordinated with internal city departments and external stakeholders to improve Elkhart's residents' overall quality of life.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The city continues coordinating with local service agencies through the Continuum of Care Region 2 Homeless Coalition. The homeless coalition has increased to more than 25 members who meet at least six times yearly. Coalition members are scheduled to present on programs available through their agency. Other agencies also have the opportunity to make announcements on community programs and events.

The 2024 Point in Time survey captured a significant amount of data regarding the homeless population in Region 2, which includes Elkhart, Kosciusko and Marshall counties. Between 2023 and 2024, the total number of homeless individuals remained steady at 157 homeless individuals in Region 2. However, the number of homeless individuals in Elkhart County declined from 142 homeless persons in 2023 to 133 in 2024. Additionally, the number of unsheltered individuals doubled from nine persons in 2023 to 18 in 2024.

The 2024 Point in Time results are in the Appendix.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The sheltered and unsheltered homeless are reported only as totals for Region 2 in the 2024 PIT data, so this breakdown is not available for Elkhart County, though the vast majority of the homeless population resides in Elkhart County. It is important to note that the number of sheltered and unsheltered homeless has declined across all races and ethnicities since the last Consolidated Plan.

- Of the 139 sheltered homeless, 18 have a serious mental illness, 12 have a substance abuse disorder, and 12 are victims of domestic violence.

Elkhart will continue collaborating with its social service partners to end homelessness in Elkhart County.

### **Helping low-income individuals avoid becoming homeless:**

The city continues to fund several public agencies and sits on the Region 2 CoC, which helps coordinate these activities. In P.Y. 2024, the city plans to assist the following agencies:

- The city will aid the Council on Aging to provide transportation services – up to 100 individuals assisted.
- The city will aid Maple City Health in providing healthcare services to approximately 200 uninsured low-income persons.
- The city will assist Health Plus Indiana to serve persons with HIV/AIDS and their families – up to 100 individuals assisted.
- The city will assist with the YWCA Safe Haven program – up to 350 individuals assisted.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The city continues to fund several public agencies and sits on the Region 2 CoC, which helps coordinate these activities. In P.Y. 2023, the city assisted the following agencies:

- The city assisted Minority Health Coalition in providing education and services to persons with disabilities from chronic diseases
- The city assisted AIDS Ministries/AIDS Assist to serve persons with HIV/AIDS and their families.
- The city assisted the YWCA Safe Haven program.

### Discharge Coordination Policy

Every jurisdiction receiving McKinney-Vento Homeless Assistance Act Emergency Shelter Grant (ESG), Supportive Housing, Shelter Plus Care, or Section 8 SRO Program funds must develop and implement a Discharge Coordination Policy to the maximum extent practicable. Such a policy should include policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. The jurisdiction should describe its planned activities to implement a cohesive, community-wide Discharge Coordination Policy and how the community will move toward such a policy.

The city works with Region 2 CofC Homeless Coalition and local institutions to address the needs of other persons being released from institutions or system care. The Homeless Coalition is a group of local service providers with experience and knowledge of the needs of homeless people and see many clients that a discharge policy would be designed to serve. A member of the Homeless Coalition attends the monthly meetings for individuals being released from correctional facilities.

There are many initiatives and programs that assist individuals being discharged from publicly funded institutions. The Center for Community Justice's Restorative Re-Entry Program, which focuses on individuals being released from correctional facilities, offers a voluntary Transitional Coaching Program (TCP). More often than not, a person's re-entry is fraught with daunting obstacles that demand assistance from a positive support system. To address this need, the TCP connects returning citizens with a volunteer coaching team that assists them in reaching goals and working through issues.

Coaching relationships typically begin six months prior to release from incarceration and can last up to one-year post-release. CJ works with the Indiana Department of Corrections and has received a grant from the State of Indiana to coordinate this effort for Elkhart County. CCJ also works with local judges to contact clients before they are released to prevent them from becoming homeless, design a program to help them become more successful and reduce recidivism. In addition to working with persons discharged from correctional facilities, CCJ also works with other institutions, such as Beacon's Elkhart General Hospital and the Faith Mission of Elkhart, Inc. The city will continue to provide staff time to work on planning issues related to homelessness and developing both a long-range plan for ending homelessness and a discharge policy.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Permanent supportive housing is provided by AIDS Ministries and Oaklawn Mental Health Center. Permanent supportive housing (PSH) targeted to chronically homeless individuals has been developed through a variety of partnerships. The current PSH projects in Elkhart County include:

- VASH – Scattered Sites – 4 beds
- Oaklawn - Chapman West Plains - 35 beds
- Oaklawn – Turnock – 8 beds
- Oaklawn Supportive Rental Housing – 87 beds
- Scattered sites in Elkhart County- 20 units, size varies
- Oaklawn Benham Ave in Elkhart- 11 one-bedroom apartments
- Oaklawn Oliver Apartments – 32 beds

Advocacy, education and coordination of housing and homeless programs in Indiana are managed by the Indiana Housing & Community Development Authority (IHCDA) through the regional Continuum of Care (CoC) network. Elkhart is part of Region 2 CoC and actively participates with the Indiana Region 2 Homeless Coalition, which meets bi-monthly.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### Actions taken to address the needs of public housing

The Housing Authority City of Elkhart (HACE) regularly reviews its management practices and programs in effort to provide the best resident services possible. The HACE utilizes qualified training organizations to educate staff on all HUD rules and regulations. These trainings equip HACE employees with the knowledge needed to ensure compliance with federal, state, and local fair housing regulations. Fair Housing training is ongoing, and all of the HACE's property managers are required to obtain their Public Housing Management (PHM) certifications within a year of employment.

In 2023/2024, the HACE utilized monies from the Capital Fund Program and development reserves to improve and modernize public housing properties. The HACE completed the second and final phase to provide the remaining Scattered Sites residents (48 units) with new HVAC systems for cooling and heating. The HACE milled and repaved the parking lots at both the Riverside high-rise and Rosedale high-rise location. Upon modernization of its two playgrounds located at Washington Gardens in early 2022, the HACE took the underutilized playground at Banneker Heights and transformed the space into a lively recreation area with modern equipment and lively turf that will serve to provide social fun for families and invigorating outdoor activity for children of all ages. The HACE is more than halfway complete with the project to modernize the two elevators at its Rosedale high-rise akin to the elevator modernization projects completed in the recent years at its Riverside high-rise and Waterfall high-rise locations. Lastly, the HACE has several projects in motion to replace the exterior doors and perimeter fence as well as install a new boiler at its Waterfall high-rise and to replace the two roof-top HVAC units of the first floor at its Riverside high-rise. Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

### Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Resident Association participation is encouraged at each of our properties. The HACE provides resident participation funds to each association in order for them to conduct ongoing resident advisory training and social activities. Residents of public housing are asked to attend a National Resident Council Conference in a major city in the United States annually. Residents are educated on how to address the local concerns of their community with city leaders and their local Housing Authority.

A Resident Advisory Board (RAB) has been established to work in partnership with HACE in regard to resident concerns and HUD-mandated changes that affect residents and their lives. Officers of the board are elected from the established Resident Associations who meet bi-monthly with HACE executive director and staff to discuss ideas and training opportunities for residents, and to attempt to resolve all property concerns. There is also a resident commissioner serving on the HACE's Board of Commissioners.

The HACE facilitates a Family Self-Sufficiency (FSS) Program in which an FSS Specialist provides group, and one-on-one counseling to public housing and Housing Choice Voucher clients to help them overcome barriers to self-sufficiency. Program participants learn employment skills, return to or complete high school, and/or eventually become homeowners. There are currently sixty-one (61) program participants, of which many have established escrow accounts to encourage program participants to save toward their own self-sufficiency.

The HACE has developed partnerships with other community organizations to provide various opportunities to our residents. Organizations located within Washington Gardens are the Elkhart County Minority Health Coalition, an Indiana Minority Health Community Doula program, Elkhart Black Expo, Elkhart Police Department, and an early childhood development program facilitated by the newly renovated Head Start preschool. In addition, we provide rental space within our main office building to Horizon Educational Alliance's (HEA) adult literacy program, which includes GED courses, preparation for college entrance exams, and English as a Second Language (ESL) courses. These onsite programs have eliminated or reduced the need for transportation for many of our residents wishing to improve their education. We have also established a relationship with Real Services to provide lunches at one of our high-rise locations for residents who have limited mobility or transportation.

#### **Actions taken to provide assistance to troubled PHAs**

The Housing Authority of the City of Elkhart is not designated as a troubled PHA.

### **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Over the years, the City of Elkhart has attempted to eliminate barriers to affordable housing and residential investment. These efforts included amending the zoning code to allow smaller lot development, acquiring vacant and tax-delinquent parcels for affordable housing, and using non-federal resources to offset infrastructure costs.

The city is committed to removing regulatory barriers to affordable housing. As previously discussed, the city has made great strides in that effort. Moving forward, the city will:

- Continue to provide fair housing enforcement and education outreach
- Annually examine its policies for unintended barriers to affordable housing
- Educate residents on the affordable housing needs within Elkhart
- Evaluate surplus land that may be used for affordable housing development
- Continue to provide tax incentives for new affordable housing

The largest barrier for affordable housing and residential investment is the funding gap to cover the relatively high cost of construction or renovations versus the lower sales price or rents that residents can afford. While Elkhart and its partners have seen successes in acquiring these gap funds, the need for quality affordable housing in Elkhart far exceeds the community's resources. To that end, the city will continue to work with its partners to acquire the external resources necessary to make incremental neighborhood improvements, and the city will continue to strategically invest in housing and community projects that improve the lives of its low- and moderate-income residents.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Elkhart identified five (5) major areas of need during the Consolidated Planning process (effective July 1, 2020, to June 30, 2025). These areas of need were determined through public meetings and discussions with agencies serving low- and moderate-income clients. The five (5) areas of need include:

- **Housing Needs** – the need for safe, sanitary, and affordable housing
- **Homeless Population Needs** – emergency needs and services to overcome causes of homelessness, including permanent housing
- **Non-Homeless Special Population Needs** – the needs of Elkhart's special populations
- **Neighborhood Revitalization Needs** – the need to strengthen Elkhart's central city neighborhoods by improving safety and livability
- **Economic Development Needs** – the need to improve the earning potential of low- and moderate-income residents

The City of Elkhart recognizes that lack of funding is the major obstacle to meeting the needs of our residents. Additionally, a lack of awareness of programs that exist also is a major obstacle to meeting

underserved needs in the community.

Closing the development cost gap is the biggest obstacle to providing new or renovating vacant housing units. To that end, the city will:

- Work with a non-profit housing agency to become a Community-Based Development Organization (CBDO) so that CDBG funds can be used to offset the cost of new construction
- Work with lending institutions to achieve higher participation in the homebuyer program
- Seek additional housing resources such as LIHTC, and state HOME funds

#### Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Elkhart has identified the need to evaluate, test, and reduce lead-based paint hazards as a top priority. All homes that receive CDBG or other federal housing funding are evaluated for lead-based paint. City staff and local CHDO staff have attended lead-hazard training and are all working together to find qualified contractors to perform the necessary lead-hazard reductions activities. The City of Elkhart funds risk assessment and clearance testing for housing units through its Residential Rehabilitation Program. The city also requires local contractors to obtain training in using safe work practices when lead-based paint hazards are encountered on projects that receive federal funding.

During this year, the five owner-occupied housing units that received CDBG funds were evaluated for lead-based paint hazards. When lead-based paint hazards were identified, the appropriate techniques were utilized to ensure safe working conditions for construction employees and a safe home for the client.

The city will continue to address lead-based paint hazards in properties that receive CDBG funds. Additionally, the city will identify neighborhoods where children could be at high risk for lead poisoning and provide education and outreach to those families. The city will also seek additional funding to remove lead-based paint hazards in units with young children and expand the inventory of lead-safe housing units.

#### Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Elkhart works with local agencies to develop educational programs for financial and job training. The city also maintains a working relationship with other local agencies and has a referral system in place. The educational component of the city's plan to reduce poverty consists of several types of programs discussed in detail under each Strategy Areas in the CAPER.

**Continuum of Care and Non-Homeless Special Needs** – Aids Ministries, Emerge Transitional Care Center, YWCA Safe Haven Shelter, Goshen Interfaith Hospitality Network, Real Services, Oaklawn, Center for Community Justice, and Chronic Disease Self-Management helped to address the poverty of their clients through referrals. The life skills training helps clients better manage their finances so that they can save and get out of poverty. The life skills and job training programs provide the means for clients to earn more money and work themselves out of poverty. These programs do not give clients the dollars needed to increase their income above the poverty level; they give them the skills they need to make that very difficult move from poverty to self-sufficiency.

**Neighborhood Revitalization & Employment Security-** Goodwill's CNA/QMA certification program is designed to increase clients' skills and abilities to help move them from economic hardship to economic security. This program opens doors to education that can result in opportunities to build wealth. Clients are assisted with resume preparation, job interviewing and searching techniques.

The second part of the city's program to reduce poverty is to stimulate the production of jobs in the NRSA. Several of the above-mentioned programs also provide jobs, in addition to the educational nature of the program. The Goodwill program provides training and paid work experience for clients, helping them to meet their current financial needs while planning for the future. The city's public facilities improvement program also provides jobs to local Section 3 residents while they learn valuable job skills.

#### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The Community Development Department (Department) is charged with planning, administering, and completing the CDBG-funded projects. The Mayor appoints the Development Services Department Head. The Assistant Director of Community Development reports to the Department Head and manages the CDBG program. The City of Elkhart Redevelopment Commission approves contracts for services and programs funded with CDBG funds. This board of volunteer members is appointed by the Mayor and Common Council. The Department works very closely with local partner agencies to undertake our community's many projects and priorities. The city could not complete these tasks alone and relies on community support to meet the goals and objectives of the Consolidated Plan and the CDBG program.

An identified gap in the institutional structure is the efficient and complete dissemination of information to the public about programs, activities and opportunities. The city and its partners will improve access to information to ensure that residents know the programs and services available to them as they work to improve their lives and neighborhoods.

#### **Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The city works closely and in partnership with Lacasa Inc., and Habitat for Humanity, the main agencies for providing homeownership opportunities and assistance to low- and moderate-income families. No municipality in Elkhart County is a Participating Jurisdiction for HOME funds. Any HOME monies spent in the city would be a grant from the Indiana Housing and Community Development Authority (IHEDA). CDBG funds are often used for right-of-way improvements, such as sidewalks, streets and water / sewer infrastructure for various housing projects.

The city works closely with Health Plus Indiana, as they are the agency that provides housing and supportive services for HIV/AIDS clients and their families for St. Joseph and Elkhart Counties. They are a recipient of CDBG funds through the city and also receive HOME funds from IHEDA and SHP funds. The Elkhart Housing Authority (EHA) administers the Public Housing Comprehensive Grant and other public housing initiatives.

The city works with a number of other agencies, as outlined in Table 2 of the Annual Action Plan under Section AP-10 Consultation. Agencies that received support in 2023 include YWCA Safe Haven and Minority Health Coalition, and various faith-based institutions.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

Elkhart is committed to ensuring fair housing access to all residents. City staff sought to address three of Elkhart's *Impediments to Fair Housing* goals in the following ways: by ensuring that all conciliation agreements include monetary relief for the complainant and public interest relief for the community; by diversifying education and outreach strategies by targeting those that are least likely to apply for services; and by offering fair housing education for lenders, landlords, and appraisers

**Enforcement:**

The Elkhart Human Relations is Fair Housing Assistance Program (FHAP) that is substantially equivalent to the U.S. Department of Housing and Urban Development (HUD) to intake, investigate, and conciliate housing discrimination complaints.

Because of this equivalency status, HUD awards FHAP programs with Contribution Funds on an annual basis. In Program Year 2023, the City of Elkhart Human Relations was awarded \$32,800 in Case Processing funds; \$7,500 in Administrative Costs Funds; \$5,600 in Training Funds; and \$15,000 in Partnership Funds.

Based on the population in the City of Elkhart, HUD requires the local FHAP agency to close a minimum of four (4) cases annually. This Program Year the Human Relations Commission closed four (4) dually filed (federal and local jurisdiction) cases.

**Education and Outreach:**

Staff trained the Human Relations Commissioners, the CDBG subrecipients, local landlords, several City departments, and the local PIH on the Fair Housing Act. Staff partnered with Attorney Erin Kemple, Heart City Health, and Salvation Army to address Housing Impediments by presenting Know Your Fair Housing Rights workshop for public service providers; Elkhart County Board of Realtors to sponsor a Fair Housing month youth poster contest, Real Services to provide two vaccine clinics; Code Compliance and My311 to walk the streets of Elkhart and distribute housing discrimination information. To become more visible Fair Housing billboards were erected, Staff set up city-wide pop-up information booths, partnered with PIH, City Police, local food pantries, and churches to provide an estimated 475 people with Fair Housing information.

An estimated total of 3,100 outreach items such as the monthly newsletter (in print and digital), fair housing brochures, landlord/tenant booklets, fair housing coloring book and 4-pack of crayons for kids, pens, magnets, and bags were distributed to neighbors, CDBG subrecipients, landlords, tenants, neighborhood associations, library, local agencies and other city and county departments during the grant year.

Mayor Roberson proclaimed April 2023 as Fair Housing Month as an effort to support the Human Relations Commission and denounce housing discrimination in Elkhart.

Additionally, one staff member attended training provided by HUD on emerging topics like Appraisal Equity, Innovative Education & Outreach, the Fair Housing Law & History, VAWA, Familial Status, Disability, and HEMS.

## **CR-40 - Monitoring 91.220 and 91.230**

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Elkhart uses CDBG funds in two ways: 1) Through directly funding and managing projects; 2) Through sub-recipient agreements. These programs are monitored regularly for meeting goals and objectives but also for expenditures. These regular reviews ensure compliance with CDBG rules but also with goals and objectives and keep programs on track to spend funds in a timely fashion.

Directly funded projects are monitored on a regular basis. Some programs, such as the Residential Rehabilitation program, are evaluated on a weekly basis through staff meetings.

The Public Facilities Improvements program is evaluated weekly during the construction season. The projects are typically determined during the winter / spring of each year, but the weekly payroll review and invoice evaluation that is submitted and reviewed provide information on progress towards the goals of the project.

### **Subrecipients**

The city has established several procedures for improving sub-recipient management and monitoring.

- A pre-application meeting for all potential sub-recipients is held annually so that expectations and requirements are discussed before program applications. Each agency selected to receive funds from the City of Elkhart as a subrecipient must attend a mandatory pre-award meeting and training to learn about CDBG requirements.
- All sub-recipients will have an onsite monitoring visit during the first program year of participation and then at least every other year as determined by an agency risk review.
- The Community Development staff works closely with the staff and administration of all of the sub-recipients to ensure compliance with federal requirements and to gather accurate and meaningful information about their projects and beneficiaries. This is accomplished via conversation and email but also formally through the monthly reports submitted with requests for payment for services.

During the 2023 program year, all sub-recipients were monitored for compliance and the desk monitoring that occurred when paying invoices.

### **Housing Compliance**

For projects in which properties are assisted with CDBG funds, additional monitoring and affordability periods apply. Affordability periods are secured through recorded mortgages outlining the affordability period and beneficiary requirements. By recording this information, the city is notified of any action, such as a refinancing or sale of the property. This notification allows the city to ensure the continued affordability of the property in accordance with the terms of the mortgage and CDBG regulations.

If an owner-occupant vacates the assisted residence, an income-qualified buyer must assume the remainder of the mortgage term, or the owner must pay the city the remaining balance of the funds invested, less any forgivable portion. This allows the city to accomplish its goal of affordable housing.

For rental projects, an annual rent roll is submitted to ensure occupancy and compliance with beneficiary requirements. An onsite visit is also conducted annually to ensure that the units are safe and sanitary.

Each building is inspected by a code enforcement officer during the program year to ensure compliance with building property maintenance codes.

**Citizen Participation Plan 91.105(d); 91.115(d)**

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Elkhart values residents' comments and feedback on the efforts undertaken through the CDBG program to improve our neighborhoods. To provide residents with reasonable notice and opportunity to comment, the draft documents are available free of charge at several locations, including the city website, the Elkhart Municipal Building, and the main Elkhart Public Library branch:

- Main Branch, 300 South Second Street

A public notice was printed in the Elkhart Truth on August 27, 2024, indicating the public review period would begin on September 4, 2024, and end on September 20, 2024..

A public hearing to review the CAPER will be held during the regularly scheduled meeting of the Elkhart Redevelopment Commission on Tuesday, September 10, 2024, at 4:00 p.m. in the Common Council Chambers.

Questions or comments regarding the CAPER should be addressed to:

Ms. Mary K. Kaczka, Assistant Director  
201 S. 2<sup>nd</sup> Street  
Elkhart, IN 46516  
or via email to [Mary.Kaczka@coei.org](mailto:Mary.Kaczka@coei.org)

The deadline for comments will be Monday, September 23rd at 5:00 p.m. All written and verbal comments regarding the CAPER will be reviewed and included in the report submitted to the U.S. Department of Housing and Urban Development on or about September 30, 2023.  
No comments were received.

**CR-45 - CDBG 91.520(c)**

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Elkhart continually evaluates its program objectives and activities to ensure they are effective and meeting the current needs of the community. Overall, the City of Elkhart performed well during this program year and achieved many of the strategic goals identified in the five-year plan.

Areas where the city came up short, included job creation, homebuyer assistance and new construction.

The city will work with stakeholders to identify why these programs are underutilized and make the necessary programmatic adjustments necessary to successfully implement these programs.

Does this jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

## **Appendix**

### 2023 Region 2 Point In Time Results

Region 2 Point-in-Time Homeless Count 01/24/2024									
Households with at Least One Adult and One Child									
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
	ES	TH							
Total number of households	3	2		0	5	4	0	1	0
Total number of persons (adults & children)	7	7	0	0	14	12	0	2	0
Number of children (under age 18)	4	5		0	9	8	0	1	0
Number of youth (age 18-24)	0	0		0	0	0	0	0	0
Number of adults (age 25 to 34)	1	1		0	2	2	0	0	0
Number of adults (age 35 to 44)	2	1		0	3	2	0	1	0
Number of adults (age 45 to 54)	0	0		0	0	0	0	0	0
Number of adults (age 55 to 64)	0	0		0	0	0	0	0	0
Number of adults (age 65 or older)	0	0		0	0	0	0	0	0
Unknow Age	0	0		0	0	0	0	0	0
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
	ES	TH							
Gender (adults and children)	5	5		0	10	9	0	1	0
Woman (Girl, if child)	2	2		0	4	3	0	1	0
Man (Boy, if child)	0	0		0	0	0	0	0	0
Culturally Specific Identity	0	0		0	0	0	0	0	0
Transgender	0	0		0	0	0	0	0	0
Non-Binary	0	0		0	0	0	0	0	0
Questioning	0	0		0	0	0	0	0	0
Different Identity	0	0		0	0	0	0	0	0
More Than One Gender	0	0		0	0	0	0	0	0
<i>Of those that selected More Than One Gender, how many people reported gender identity that</i>									
Includes Woman (Girl, if child)	0	0		0	0	0	0	0	0
Includes Man (Boy of child)	0	0		0	0	0	0	0	0
Includes Culturally Specific Identity	0	0		0	0	0	0	0	0
Includes Transgender	0	0		0	0	0	0	0	0
Includes Non-Binary	0	0		0	0	0	0	0	0
Includes Questioning	0	0		0	0	0	0	0	0
Includes Different Identity	0	0		0	0	0	0	0	0
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
	ES	TH							
Race and Ethnicity (adults and children)	0	0		0	0	0	0	0	0
American Indian or Alaska Native, or Indigenous	0	0		0	0	0	0	0	0
American Indian or Alaska Native, or Indigenous & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Asian or Asian American	0	0		0	0	0	0	0	0
Asian or Asian American & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Black, African-American, or African	0	0		0	0	0	0	0	0
Black, African-American, or African & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Hispanic/Latina/e/o	3	7		0	10	10	0	0	0
Middle Eastern or North African	0	0		0	0	0	0	0	0
Middle Eastern or North African & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Native Hawaiian or Pacific Islander	0	0		0	0	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
White	3	0		0	3	2	0	1	0
White & Hispanic/Latina/e/o	1	0		0	1	0	0	1	0
Multi-Racial & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Multi-Racial (not Hispanic/Latina/e/o)	0	0		0	0	0	0	0	0
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
	ES	TH							
Chronically Homeless	0	N/A		0	0	0	0	0	0
Total Number of households	0	N/A		0	0	0	0	0	0
Total Number of persons	0	N/A		0	0	0	0	0	0

Households without children									
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
	ES	TH	SH						
Total number of households	120	2	0	18	140	120	8	0	12
Total number of persons	123	2	0	18	143	121	8	0	14
Number of youth (age 18-24)	7	0	0	2	9	9	0	0	0
Number of adults (age 25 to 34)	26	0	0	2	28	23	1	0	4
Number of adults (age 35 to 44)	29	1	0	0	30	23	4	0	3
Number of adults (age 45 to 54)	33	1	0	4	38	30	3	0	5
Number of adults (age 55 to 64)	23	0	0	9	32	31	0	0	1
Number of adults (age 65 or older)	5	0	0	1	6	5	0	0	1
Unknow Age	0	0		0	0	0	0	0	0
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
Gender	ES	TH	SH						
Woman (Girl, if child)	51	1	0	8	60	49	4	0	7
Man (Boy, if child)	70	1	0	10	81	70	4	0	7
Culturally Specific Identity (e.g., Two-Spirit)	0	0	0	0	0	0	0	0	0
Transgender	0	0	0	0	0	0	0	0	0
Non-Binary	2	0	0	0	2	2	0	0	0
Questioning	0	0	0	0	0	0	0	0	0
Different Identity	0	0	0	0	0	0	0	0	0
More Than One Gender	0	0	0	0	0	0	0	0	0
<i>Of those that selected More Than One Gender, how many people reported gender identity that</i>									
Includes Woman (Girl, if child)	0	0	0	0	0	0	0	0	0
Includes Man (Boy of child)	0	0	0	0	0	0	0	0	0
Includes Culturally Specific Identity	0	0	0	0	0	0	0	0	0
Includes Transgender	0	0	0	0	0	0	0	0	0
Includes Non-Binary	0	0	0	0	0	0	0	0	0
Includes Questioning	0	0	0	0	0	0	0	0	0
Includes Different Identity	0	0	0	0	0	0	0	0	0
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
Race and Ethnicity	ES	TH	SH						
American Indian or Alaska Native, or Indigenous	1	0	0	1	2	1	1	0	0
American Indian or Alaska Native, or Indigenous & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
Asian or Asian American	0	0	0	1	1	1	0	0	0
Asian or Asian American & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
Black, African-American, or African	28	0	0	3	31	28	1	0	2
Black, African-American, or African & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
Hispanic/Latina/e/o	7	0	0	0	7	6	0	0	1
Middle Eastern or North African	0	0	0	0	0	0	0	0	0
Middle Eastern or North African & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
Native Hawaiian or Pacific Islander	0	0	0	0	0	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
White	78	1	0	12	91	77	5	0	9
White & Hispanic/Latina/e/o	3	1	0	1	5	3	1	0	1
Multi-Racial & Hispanic/Latina/e/o	1	0	0	0	1	0	0	0	1
Multi-Racial (not Hispanic/Latina/e/o)	4	0	0	0	4	4	0	0	0
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
Chronically Homeless	ES	TH	SH						
Total Number of Persons	15	N/A	0	0	15	15	0	0	0



Veterans Households with at Least One adult and One child - Subpopulation									
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
	ES	TH							
Total number of households	0	0		0	0	0	0	0	0
Total number of persons	0	0		0	0	0	0	0	0
Total number of veterans	0	0		0	0	0	0	0	0
Gender (veterans only)	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
	ES	TH							
Woman (Girl, if child)	0	0		0	0	0	0	0	0
Man (Boy, if child)	0	0		0	0	0	0	0	0
Culturally Specific Identity (e.g., Two-Spirit)	0	0		0	0	0	0	0	0
Transgender	0	0		0	0	0	0	0	0
Non-Binary	0	0		0	0	0	0	0	0
Questioning	0	0		0	0	0	0	0	0
Different Identity	0	0		0	0	0	0	0	0
More Than One Gender	0	0		0	0	0	0	0	0
<i>Of those that selected More Than One Gender, how many people reported gender identity that</i>									
Includes Woman (Girl, if child)	0	0		0	0	0	0	0	0
Includes Man (Boy of child)	0	0		0	0	0	0	0	0
Includes Culturally Specific Identity	0	0		0	0	0	0	0	0
Includes Transgender	0	0		0	0	0	0	0	0
Includes Non-Binary	0	0		0	0	0	0	0	0
Includes Questioning	0	0		0	0	0	0	0	0
Includes Different Identity	0	0		0	0	0	0	0	0
Race and Ethnicity (veterans only)	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
	ES	TH							
American Indian or Alaska Native, or Indigenous	0	0		0	0	0	0	0	0
American Indian or Alaska Native, or Indigenous & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Asian or Asian American	0	0		0	0	0	0	0	0
Asian or Asian American & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Black, African-American, or African	0	0		0	0	0	0	0	0
Black, African-American, or African & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Middle Eastern or North African	0	0		0	0	0	0	0	0
Middle Eastern or North African & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Native Hawaiian or Pacific Islander	0	0		0	0	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
White	0	0		0	0	0	0	0	0
White & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Multi-Racial & Hispanic/Latina/e/o	0	0		0	0	0	0	0	0
Multi-Racial (not Hispanic/Latina/e/o)	0	0		0	0	0	0	0	0
Chronically Homeless	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
	ES	TH							
Total Number of households	0	0		0	0	0	0	0	0
Total Number of persons	0	0		0	0	0	0	0	0



Unaccompanied Youth Households - Subpopulation									
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
	ES	TH	SH						
Total # of unaccompanied youth households	7	0	0	2	9	9	0	0	0
Total number of unaccompanied youth	7	0	0	2	9	9	0	0	0
Number of unaccompanied youth (under 18)	0	0	0	0	0	0	0	0	0
Number of unaccompanied youth (18-24)	7	0	0	2	9	9	0	0	0
Unknow Age	0	0	0	0	0	0	0	0	0
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
Gender (unaccompanied youth)	ES	TH	SH						
Woman (girl, if child)	3	0	0	2	5	5	0	0	0
Man (Boy, if child)	2	0	0	0	2	2	0	0	0
Culturally Specific Identity (e.g., Two-Spirit)	0	0	0	0	0	0	0	0	0
Transgender	0	0	0	0	0	0	0	0	0
Non-Binary	2	0	0	0	2	2	0	0	0
Questioning	0	0	0	0	0	0	0	0	0
Different Identity	0	0	0	0	0	0	0	0	0
More Than One Gender	0	0	0	0	0	0	0	0	0
<i>Of those that selected More Than One Gender, how many people reported gender identity that</i>									
Includes Woman (girl, if child)	0	0	0	0	0	0	0	0	0
Includes Man (Boy of child)	0	0	0	0	0	0	0	0	0
Includes Culturally Specific Identity	0	0	0	0	0	0	0	0	0
Includes Transgender	0	0	0	0	0	0	0	0	0
Includes Non-Binary	0	0	0	0	0	0	0	0	0
Includes Questioning	0	0	0	0	0	0	0	0	0
Includes Different Identity	0	0	0	0	0	0	0	0	0
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
Race and Ethnicity (unaccompanied youth)	ES	TH	SH						
American Indian or Alaska Native, or Indigenous	0	0	0	0	0	0	0	0	0
American Indian or Alaska Native, or Indigenous & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
Asian or Asian American	0	0	0	1	1	1	0	0	0
Asian or Asian American & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
Black, African-American, or African	0	0	0	0	0	0	0	0	0
Black, African-American, or African & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
Middle Eastern or North African	0	0	0	0	0	0	0	0	0
Middle Eastern or North African & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
Native Hawaiian or Pacific Islander	0	0	0	0	0	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
White	3	0	0	1	4	4	0	0	0
White & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
Multi-Racial & Hispanic/Latina/e/o	0	0	0	0	0	0	0	0	0
Multi-Racial (not Hispanic/Latina/e/o)	3	0	0	0	3	3	0	0	0
	Sheltered			Unsheltered	2024 Total	Elkhart	Fulton	Kosciusko	Marshall
Chronically Homeless	ES	TH	SH						
Total Number of Persons	2	0	0	0	2	2	0	0	0





**PR-26 – CDBG Financial Summary Report**

City of Elkhart  
 Program Year 2024  
 PR-26 CDBG Financial Summary Report  
 Revised 9/4/2024

**PART I: SUMMARY OF CDBG RESOURCES**

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	\$130,102.29
02 ENTITLEMENT GRANT	\$713,272.00
03 SURPLUS URBAN RENEWAL	\$0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	\$0.00
05 CURRENT YEAR PROGRAM INCOME	\$24,113.44
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	\$0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	\$0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	\$0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	\$0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	\$867,487.73

**PART II: SUMMARY OF CDBG EXPENDITURES**

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	\$642,873.43
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	\$0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	\$642,873.43
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	\$146,704.84
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	\$0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	\$0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	\$789,578.27
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	\$77,909.46

**PART III: LOWMOD BENEFIT THIS REPORTING PERIOD**

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	\$230,947.58
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	\$120,917.91
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	\$491,991.47
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	\$843,856.96
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	131.26%

**LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS**

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	P.Y.: P.Y.: P.Y.:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

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<b>PART IV: PUBLIC SERVICE (P.S.) CAP CALCULATIONS</b>	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	\$112,714.06
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	\$20,893.25
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	\$54,304.53
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	\$0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	\$79,302.78
32 ENTITLEMENT GRANT	\$713,272.00
33 PRIOR YEAR PROGRAM INCOME	\$106,267.90
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	\$819,539.90
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	9.68%
<b>PART V: PLANNING AND ADMINISTRATION (P.A.) CAP</b>	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	\$146,704.84
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	\$14,314.60
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	\$19,875.10
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	\$141,144.34
42 ENTITLEMENT GRANT	\$713,272.00
43 CURRENT YEAR PROGRAM INCOME	\$24,113.44
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	\$737,385.44
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.14%



**PR-26 – CDBG-CV Financial Summary Report**

City of Elkhart  
 Program Year 2023  
 PR-26 CDBG-CV Financial Summary Report  
 Revised 9/4/2024

**PART I: SUMMARY OF CDBG-CV RESOURCES**

01 CDBG-CV GRANT	\$719,947.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	\$0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	\$0.00
04 TOTAL AVAILABLE (SUM, LINES 01-03)	\$719,947.00

**PART II: SUMMARY OF CDBG-CV EXPENDITURES**

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	\$603,061.11
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	\$106,165.36
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	\$0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	\$709,226.47
09 UNEXPENDED BALANCE (LINE 04 - LINE8 )	\$10,720.53

**PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT**

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	\$0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	\$0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	\$599,870.64
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	\$599,870.64
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	\$603,061.11
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	99.47%

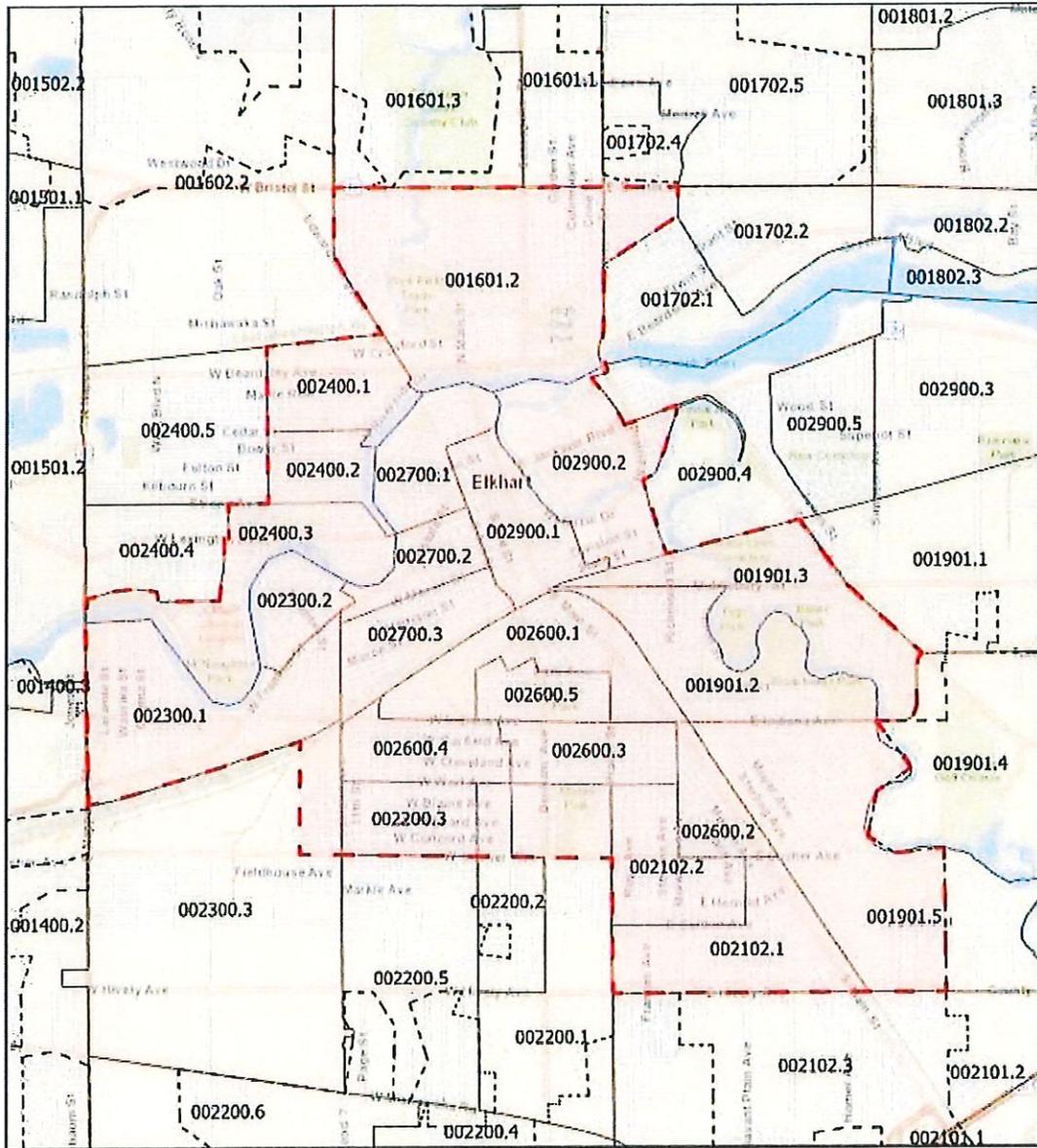
**PART IV: PUBLIC SERVICE (P.S.) CALCULATIONS**

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	\$445,876.11
17 CDBG-CV GRANT	\$719,947.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	61.93%

**PART V: PLANNING AND ADMINISTRATION (P.A.) CAP**

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	\$106,165.36
20 CDBG-CV GRANT	\$719,947.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	14.75%

### Neighborhood Revitalization Strategy Area (NRSA)



Neighborhood Revitalization Strategy Area



- Elkhart Boundary
- - - Proposed NRSA Boundary

0 0.5 1 Miles



RESOLUTION NO. 24-R- 056

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

WHEREAS, the Commission holds title to, or is in the process of acquiring, real estate located in the City of Elkhart, Indiana, generally consisting of one unimproved parcel on Indiana Avenue, Tax ID No. 20-06-10-155-009.000-012, Lots 4, 5 and 6 Paul's East Bend Addn., (the "Real Estate") and has determined that the Real Estate shall be offered for sale in furtherance of the economic development plan of the Commission; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission now determines and declares that the highest and best use for the Real Estate shall be to offer it for sale for residential use.
2. The Offering Sheet for the Real Estate attached hereto is approved. The Offering Price for the Real Estate shall be as set forth in the offering sheet.
3. Notice shall be published in accordance with I.C. 5-3-1 which shall contain the information required under IC 36-7-14-22(d), and shall designate the time and place for opening and consideration of all offers submitted.
4. The Commission reserves the right to reject any and all offers submitted, and to make award to the highest and best bidder.
5. The Officers and staff of the Commission are authorized to take all action necessary, and prepare and execute all documents necessary, to carry out the terms of this Resolution.
6. Adopted by unanimous vote on the 10<sup>th</sup> day of September, 2024.

City of Elkhart, Indiana Redevelopment Commission:

By: \_\_\_\_\_  
Sandra Schreiber, President

Attest:

By: \_\_\_\_\_  
Dina Harris, Secretary

## OFFERING SHEET

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

Available Properties	Offered Price
Vacant Lot on Indiana Avenue	\$29.350
ID# 20-06-10-155-009.000-012	
Lots 4, 5 and 6 Paul's East Bend Addn.	

### Use Requirements:

The property must be used as residential.

Maps and plats thereof are available for inspection at the Planning & Development Department, Municipal Building, 229 South Second St., Elkhart, Indiana.

The proposal shall be submitted on a form available at the office of the Dept. of Community & Redevelopment, 201 South Second Street, Elkhart, Indiana.

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

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

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 8/28/24  
Re: Property Offerings

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Staff would like to offer the following properties for sale. One parcel is not buildable and the adjacent property owner is willing to take ownership. The other is buildable and we have an interested party that has worked with staff to build a home on it.

<b>Parcel Number</b>	<b>Iverson</b>	<b>Appraisal Services</b>	<b>Average</b>
06-10-155-009-012	\$26,700	\$32,000	\$29,350
06-05-203-008-012	\$6,500	\$6,500	\$6,500

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

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana will on the 8<sup>th</sup> day of October, 2024, at 4:00 p.m. (EST), at the Common Council Chambers in the Municipal Building, 229 South Second Street, Elkhart, Indiana, conduct a public meeting to open and consider written offers for the purchase of real estate in the City and County of Elkhart, State of Indiana, as follows:

Lots Numbered Four (4), Five (5) and Six (6), as the said Lots are known and designated on the recorded Plat of Paul's East Bend Addition to the City of Elkhart, Indiana; said Plat being recorded in Plat Book 3, page 69 in the Office of the Recorder of Elkhart County, Indiana.

The Commission believes the highest and best use of this property will be residential use.

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

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

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

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

REDEVELOPMENT COMMISSION  
CITY OF ELKHART, INDIANA

Sandra Schreiber, President

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

RESOLUTION NO. 24-R- 057

RESOLUTION OF THE REDEVELOPMENT COMMISSION  
OF THE CITY OF ELKHART, INDIANA  
AUTHORIZING SALE OF REAL ESTATE PURSUANT  
TO I.C. 36-7-14-22.6

WHEREAS, the Commission owns an unimproved tract of real estate located on Grove Court, Tax ID #20-06-05-203-008.000-012 (the "Property") and desires to offer the Property for sale to abutting landowners, and has obtained an appraisal thereof; and

WHEREAS, having reviewed the appraisal and having determined that the highest and best use of the parcel to be offered is sale to an abutting landowner, the Commission now desires to authorize an offer to sell the Property, the legal description of which is attached hereto as Exhibit A at the price specified herein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission now determines that the highest and best use of the Property is sale to an abutting landowner, and it is economically unjustifiable to sell the tract under I.C. 36-7-14-22.
2. The Commission now authorizes an offering price of \$6500 for the Property.
3. The officers and staff are directed to publish, and serve on all abutting landowners, a notice in accordance with I.C. 5-3-1, not more than 10 days after the date hereof, identifying the offered Property by legal description, and, if possible, by key number and street address, including the offering price, and a statement that:
  - (a) the property may not be sold to a person who is ineligible under I.C. 36-1-11-16; and
  - (b) an offer to purchase the property submitted by a trust (defined under I.C. 30-4-1-1(a)) must identify each:
    - (i) beneficiary of the trust; and
    - (ii) settlor empowered to revoke or modify the trust.
  - (c) A bidding abutting landowner must agree to, within 180 days, incorporate the offered parcel into its existing lot thus creating a new zoning lot or consolidated taxable lot.
4. The officers and staff of the Commission are hereby authorized to negotiate the terms of such sale, in accordance with I.C. 36-7-14-22.6 (g) and (h), all subject to the final approval of the Commission at a public meeting. If the Offer is accepted, the officers and staff are authorized to close the sale at the earliest possible date.

ADOPTED BY UNANIMOUS VOTE OF THE COMMISSION ON THE 10<sup>th</sup> DAY OF SEPTEMBER, 2024.

CITY OF ELKHART, INDIANA  
REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Sandra Schreiber, President

By: \_\_\_\_\_  
Dina Harris, Secretary

## EXHIBIT A

### **EXHIBIT A - LEGAL DESCRIPTION**

Property ID#: 06-05-203-008-012

Map#: 06-05-203-008-012

A part of Lot Numbered 197 in Beardsley's Fourth Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 72, page 468 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot; thence Easterly along the Northerly line of said Lot, 87.42 feet, more or less, to the Northwest corner of land sold to Carl H. and Bertha Dickerhoff; thence Southerly, parallel with the West line of Cassopolis Street, 66 feet to the South line of said Lot 197; thence Westerly along the South line of said Lot 197, 87.42 feet, more or less, to the Southwest corner of said Lot 197; thence Northerly along the Westerly line of said Lot 197, 66 feet to the Point of Beginning, together with the East Half of the vacated alley lying West of and adjacent to said Lot.

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 8/28/24  
Re: Property Offerings

---

Staff would like to offer the following properties for sale. One parcel is not buildable and the adjacent property owner is willing to take ownership. The other is buildable and we have an interested party that has worked with staff to build a home on it.

<b>Parcel Number</b>	<b>Iverson</b>	<b>Appraisal Services</b>	<b>Average</b>
06-10-155-009-012	\$26,700	\$32,000	\$29,350
06-05-203-008-012	\$6,500	\$6,500	\$6,500

NOTICE OF SOLICITATION OF OFFERS FOR THE  
PURCHASE OF REAL PROPERTY  
UNDER I.C. 36-7-14-22.6

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana is offering for sale the property commonly known as Vacant Lot on Grove Court, Lot 197 Beardsley's 4<sup>th</sup> Addition in the City of Elkhart, the legal description of which is:

A part of Lot Numbered 197 in Beardsley's Fourth Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 72, page 468 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot; thence Easterly along the Northerly line of said Lot, 87.42 feet, more or less, to the Northwest corner of land sold to Carl H. and Bertha Dickerhoff; thence Southerly, parallel with the West line of Cassopolis Street, 66 feet to the South line of said Lot 197; thence Westerly along the South line of said Lot 197, 87.42 feet, more or less, to the Southwest corner of said Lot 197; thence Northerly along the Westerly line of said Lot 197, 66 feet to the Point of Beginning, together with the East Half of the vacated alley lying West of and adjacent to said Lot.

Tax ID No. 20-06-05-203-008.000-012

The offering price is Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00). Offers should be submitted to the Department of Community and Development, Municipal Building, 201 South Second Street, Elkhart, Indiana 46516, Attention: Adam Fann, within ten (10) days following the date of last publication.

The Commission has determined that the highest and best use of this property is a sale to an abutting landowner.

The property may not be sold to a person who is ineligible under IC. 36-1-11-16.

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

A bidding abutting landowner must agree to, within 180 days, incorporate the offered Parcel into the bidder's existing lot, thus creating a new zoning lot.

The Commission may reject any offers, may make award to the highest eligible offeror, and may negotiate the sale as provided in I.C. 36-7-14-22.6.

REDEVELOPMENT COMMISSION  
CITY OF ELKHART, INDIANA

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Sandra Schreiber, President

(TO ELKHART TRUTH: Publish 2 times, 1 week apart, with 1<sup>st</sup> publication no later than September 20, 2024.)

2024-08387

ELKHART COUNTY RECORDER  
KAALA BAKER  
FILED FOR RECORD ON  
05/28/2024 03:40 PM  
AS PRESENTED



DocId: 8351429  
TX: 4248025

Subscribed by the State Board of Accounts:

# TAX DEED

WHEREAS CITY OF ELKHART REDEVELOPMENT COMMISSION did the 27th day of February, 2024 produce to the undersigned, PATRICIA A. PICKENS, Auditor of the County of Elkhart in the State of Indiana, a certificate of sale dated the 14th day of September, 2021, signed by PATRICIA A. PICKENS who, at the date of sale, was Auditor of the County, from which it appears that CITY OF ELKHART REDEVELOPMENT COMMISSION accepted an assignment of that certain certificate of sale on the 23rd day of August, 2022, from the Commissioners in and for the County of Elkhart, who held that certain certificate sale pursuant to IND. CODE § 6-1.1-24-6 et seq., and that the CITY OF ELKHART REDEVELOPMENT COMMISSION acquired that certain certificate of sale for the real property described in this indenture for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the respective parties hereto, in connection with the following tracts of land returned delinquent in the name HUTKINS WILLIAM C for 2020 and prior years, namely:

## SEE ATTACHED EXHIBIT A

Property ID#: 06-05-203-008-012

Map#: 06-05-203-008-012

Such real property has been recorded in the Office of the Elkhart County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that CITY OF ELKHART REDEVELOPMENT COMMISSION, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Elkhart County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2020 and prior years.

THEREFORE, this indenture, made this 2 day of April, 24 between the State of Indiana by PATRICIA A. PICKENS Auditor of Elkhart County, of the first part, and CITY OF ELKHART REDEVELOPMENT COMMISSION of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Elkhart, and State of Indiana, namely and more particularly described as follows:

## SEE ATTACHED EXHIBIT A

Property ID#: 06-05-203-008-012

Map#: 06-05-203-008-012

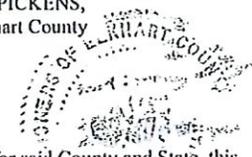
to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

In testimony whereof, PATRICIA A. PICKENS, Auditor of Elkhart County, has hereunto set his/her hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

*Tina M. Bontrager*  
Attest: TINA M. BONTRAGER  
Treasurer: Elkhart County

Witness: *Patricia A. Pickens* (L.S.)  
PATRICIA A. PICKENS,  
Auditor of Elkhart County

State of Indiana :  
County of Elkhart : SS.



Before me, the undersigned, CHRISTOPHER ANDERSON, Clerk of the Circuit Court, in and for said County and State, this day, personally came the above named PATRICIA A. PICKENS, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned, and personally came the above named TINA M. BONTRAGER, Treasurer of said County, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by PATRICIA A. PICKENS, Elkhart County Auditor, that she was present and saw PATRICIA A. PICKENS execute the same, and that she at the same time subscribed her name as a witness thereto as provided above.

In witness whereof, I have hereunto set my hand and seal this 2nd day of April, 20 24.

*Christopher Anderson*  
CHRISTOPHER ANDERSON,  
Clerk of Elkhart County

This instrument prepared by PATRICIA A. PICKENS, Auditor  
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. PATRICIA A. PICKENS, Auditor  
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: CITY OF ELKHART REDEVELOPMENT COMMISSION, 229 S. Second Street, Elkhart, IN 46516. The mailing address of the grantee is: CITY OF ELKHART REDEVELOPMENT COMMISSION, 229 S. Second Street, Elkhart, IN 46516.

DISCLOSURE FEE NOT REQUIRED



KEK  
04/01/24

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER  
5-28 20 24  
*Patricia A. Pickens* AUDITOR  
TRANSFER FEE 1002272  
PARCEL NO. 19

### **EXHIBIT A - LEGAL DESCRIPTION**

Property ID#: 06-05-203-008-012

Map#: 06-05-203-008-012

A part of Lot Numbered 197 in Beardsley's Fourth Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 72, page 468 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Lot; thence Easterly along the Northerly line of said Lot, 87.42 feet, more or less, to the Northwest corner of land sold to Carl H. and Bertha Dickerhoff; thence Southerly, parallel with the West line of Cassopolis Street, 66 feet to the South line of said Lot 197; thence Westerly along the South line of said Lot 197, 87.42 feet, more or less, to the Southwest corner of said Lot 197; thence Northerly along the Westerly line of said Lot 197, 66 feet to the Point of Beginning, together with the East Half of the vacated alley lying West of and adjacent to said Lot.

RESOLUTION NO. 24-R- 058

**A RESOLUTION OF THE REDEVELOPMENT COMMISSION (INTER-DEPARTMENT)  
OF THE CITY OF ELKHART, INDIANA  
AUTHORIZING THE TRANSFER OF REAL PROPERTY  
TO THE CITY OF ELKHART**

(LOT 126, SOUTH ELKHART, THIRD ADDITION)

**WHEREAS**, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the City of Elkhart, Indiana, Department of Redevelopment (the "Department") exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the "Act") and is a body corporate and politic; and

**WHEREAS**, the City of Elkhart, Indiana, Board of Public Works (**Inter-Department**) (the "Board") has custody of and may maintain all property owned by the City of Elkhart, Indiana (the "City") pursuant to I.C. § 36-9-6-3; and

**WHEREAS**, pursuant to I.C. § 36-1-11-8, the City, acting by and through the Board, may request and accept the transfer property from another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

**WHEREAS**, the Department, by and through the Commission, has received from the Board, a request for the transfer to the City of the vacant lot more particularly described at Exhibit A (the "Property"); and

**WHEREAS**, the Department, acting through the Commission, desires to transfer the Property to the City; and

**WHEREAS**, the Commission will adopt a resolution consistent with the requirement of I.C. § 36-1-11-8.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ELKHART, INDIANA, REDEVELOPMENT COMMISSION (INTER-DEPARTMENT) AS FOLLOWS:**

1. The transfer of the Property described at Exhibit A situated in Elkhart County, Indiana to the City of Elkhart, Indiana, shall be, and hereby is, authorized and approved.

2. This Resolution shall be in full force and effect upon its adoption and upon the adoption by the Board of Public Works of a resolution consistent with the requirements of I.C. § 36-1-11-8.

ADOPTED at a meeting of the City of Elkhart, Indiana, Redevelopment Commission (**Inter-Department**) held on \_\_\_\_\_, 2024 at 229 South Second Street, Elkhart, Indiana 46516.

**REDEVELOPMENT COMMISSION  
CITY OF ELKHART  
(Inter-Department)**

\_\_\_\_\_  
Sandra Schreiber, President

**ATTEST:**

\_\_\_\_\_  
Dina Harris, Secretary

PROPERTY TO BE TRANSFERRED

EXHIBIT "A"

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

All of Lot 126, in South Elkhart, Third Addition as the same is known and designated on the recorded plat of South Elkhart, Third Addition to the town (now City) of Elkhart, Indiana, (unimproved vacant land).

Tax Code Numbers 20-06-08-208-002.000-012  
20-06-08-208-003.000-012 Property on Dr. King Drive,

City of Elkhart  
(Vacant Lot South Side Hickory between Benham and Alley)

# CITY OF ELKHART

*The city with a heart*

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TO: Board of Public Works

FROM: Elkhart City Attorney

DATE: \_\_\_\_\_, 2024

RE: Resolution \_\_\_\_\_ Transfer of Tax Sale Parcel \_\_\_\_\_

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The City Redevelopment Commission holds title to Lot 126, South Elkhart, Third Addition, originally acquired from the County. The parcel was in the tax sale and not purchased. As a result, the tax sale certificate was transferred to the County. The County offered the parcel to the City. Because the parcel is in the name of "City of Elkhart, Department of Redevelopment", it is now necessary to transfer the parcel to the City of Elkhart, so the Board of Works can utilize the parcel.

The Legal Department respectfully requests the Board of Public Works to:

**Approve Resolution 2 \_\_\_\_-R-\_\_\_\_ Accepting the Transfer of Real Estate to the City of Elkhart, Indiana.**

RESOLUTION NO. 24-R-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE  
CITY OF ELKHART, INDIANA  
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM  
THE CITY OF ELKHART REDEVELOPMENT COMMISSION**

(Lot 126, South Elkhart, Third Addition)

**WHEREAS**, the Elkhart Redevelopment Commission (the “Commission”), the governing body of the City of Elkhart, Indiana, Department of Redevelopment (the “Department”) and of the Redevelopment District of the City of Elkhart, Indiana (the “Redevelopment District”), exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the “Act”) and is a body corporate and politic; and

**WHEREAS**, the City of Elkhart, Indiana, Board of Public Works (the “Board”) has custody of and may maintain all real property owned by the City of Elkhart, Indiana (the “City”) pursuant to I.C. § 36-9-6-3; and

**WHEREAS**, pursuant to I.C. § 36-1-11-8, the Department, acting by and through the Commission, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

**WHEREAS**, the City, through the Board, desires to accept transfer of the Property from the Department and to authorize the staff of the Board to accept quitclaim deeds effecting the transfer of the Property and cause those to be presented for recording; and

**WHEREAS**, the City, by and through the Board, wishes to accept transfer from the Commission of the certain parcel of land or interests therein previously acquired by the Commission and more particularly described at Exhibit A (the “Property”); and

**WHEREAS**, the Commission has adopted a resolution consistent with the requirement of I.C. § 36-1-11-8.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ELKHART, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:**

1. The transfer of the Property, or the Department’s interests therein, described at Exhibit A situated in Elkhart County, Indiana, by the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, (**Inter-Department**) to the “City of Elkhart, Indiana, a municipal corporation” shall be, and hereby is, authorized and approved.

2. The staff of the Department of Public Works shall be, and hereby are, authorized to accept and cause to be recorded with the Elkhart County Recorder’s Office a quit claim deed

transferring the Department's interests in the Property described at Exhibit A to the City.

3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the City of Elkhart, Indiana, Board of Public Works held on \_\_\_\_\_, 2024, at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART, INDIANA  
BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Michael C. Machlan, President

\_\_\_\_\_  
Chad Crabtree, Vice President

\_\_\_\_\_  
Jamie Arce, Member

\_\_\_\_\_  
Ron Davis, Member

\_\_\_\_\_  
Rose Rivera, Member

**ATTEST:**

\_\_\_\_\_  
Nancy Wilson, Clerk

**City of Elkhart, Indiana, Board of Public Works**

**EXHIBIT A**

Property to be Transferred

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

All of Lot 126, in South Elkhart, Third Addition as the same is known and designated on the recorded plat of South Elkhart, Third Addition to the town (now City) of Elkhart, Indiana, (unimproved vacant land).

Tax Code Numbers 20-06-08-208-002.000-012  
20-06-08-208-003.000-012 Property on Dr. King Drive,

City of Elkhart  
(Vacant Lot South Side Hickory between Benham and Alley)

**RETURN TO:**

Board of Public Works  
Municipal Building  
229 South Second Street  
Elkhart, Indiana 46516

**AUDITOR'S RECORD**

TRANSFER NO.: \_\_\_\_\_  
TAXING UNIT: \_\_\_\_\_  
DATE: \_\_\_\_\_  
PARCEL ID: \_\_\_\_\_

**QUIT-CLAIM DEED**

THIS INDENTURE WITNESSETH, THAT the City of Elkhart, Department of Redevelopment, a Municipal Corporation, *the Grantor Conveys and Quit-claims to* City of Elkhart, Indiana, a Municipal Corporation, *the Grantee*

*for no monetary consideration, the following described real estate in Elkhart County, in the State of Indiana, to-wit:*

All of Lot 126, in South Elkhart, Third Addition as the same is known and designated on the recorded plat of South Elkhart, Third Addition to the town (now City) of Elkhart, Indiana, (unimproved vacant land).

Tax Code Numbers 20-06-08-208-002.000-012  
20-06-08-208-003.000-012 Property on Dr. King Drive,

City of Elkhart  
(Vacant Lot South Side Hickory between Benham and Alley)

The Grantor herein is a tax-exempt entity and therefore there are no real estate taxes or assessments levied or assessed against the above-designated real estate prior to the date of this deed.

The Grantor hereby conveys the above-described real estate free and clear of all leases, licenses, or other interests, both legal and equitable, subject to all easements, restrictions, highways and public rights of way of record.

The undersigned state that each is a duly elected official of the Grantor and that each has statutory authority to execute this Deed.

NO SALES DISCLOSURE REQUIRED

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

“GRANTOR”

CITY OF ELKHART,  
DEPARTMENT OF REDEVELOPMENT

By: \_\_\_\_\_  
Sandra Schreiber, President  
Elkhart Redevelopment Commission

ATTEST:

\_\_\_\_\_  
Dina Harris, Secretary  
Elkhart Redevelopment Commission

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF ELKHART    )

Before me, a Notary Public in and for said County and State, personally appeared Sandra Schreiber and Dina Harris, the President and Secretary, respectively, of the City of Elkhart, Indiana, Redevelopment Commission and acknowledged the execution of the foregoing Deed on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

Interests in land acquired by:

City of Elkhart, Indiana  
c/o Department of Public Works  
229 South Second Street  
Elkhart, Indiana 46516

ACCEPTANCE

The Grantee hereby accepts the foregoing Quit Claim Deed.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

“GRANTEE”  
CITY OF ELKHART, INDIANA

By: \_\_\_\_\_  
Michael C. Machlan, President  
Board of Public Works

ATTEST:

\_\_\_\_\_  
Nancy Wilson, Clerk of the Board of Public Works

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF ELKHART    )

Before me, a Notary Public in and for said County and State, personally appeared Michael C. Machlan and Nancy Wilson, known to me to be the President and Clerk of the City of Elkhart, Indiana, Board of Public Works, and acknowledged the execution of the foregoing Acceptance on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

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

RESOLUTION NO. 24-R- 059

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, GRANTING HRP CONSTRUCTION INC. ACCESS TO REAL  
ESTATE AT 3508 SOUTH MAIN STREET

WHEREAS, The Commission has received a request from HRP Construction Inc. for right of access over and upon the Commission's property at 3508 S. Main Street to place its work trailer and perform the services described in the attached request memo; 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 10<sup>TH</sup> DAY OF SEPTEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date:  
Re: 3508 S Main Use Agreement

---

As some of you may remember the Commission approved a use agreement with NIBLOCK for the property at 3508 S Main St. Staff has been made aware that the project is nearing completion and NIBLOCK will no longer need the site.

Staff has been contacted by a representative from HRP Construction Inc. about a project they are doing for the county in this area. HRP will be assuming the lease of the job trailer on the Commission site from NIBLOCK and would like enter into a use agreement for the property during the project. Below is some information on the project.

Project Name: B-41846 Sunnyside Bridge

Purpose of project: To build an overpass over US 33 and the Norfolk-Southern railroad tracks and close two at-grade railroad crossings; Sunnyside Avenue and CR 13.

Owner: Elkhart County

Owners Rep: Charlie McKenzie

Prime Contractor: Rieth-Riley Construction

Current Contracted Completion Date for Construction: 7/1/2026

Current Contracted Completion Date for Erosion Control Measures to be established:  
11/20/2026

## **ACCESS AGREEMENT**

(3508 S. Main)

This Agreement is made between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, (“City”) and HRP Construction Inc. of South Bend, Indiana (“HRP”) effective as of September 10 , 2024.

Whereas, HRP will be performing overpass work over Norfolk and Southern Railway tracks on US 33 near Sunnyside Avenue and CR 13, and desires to enter the City’s property at 3508 S. Main Street (the “Property”) in order to lease and operate out of the job trailer already located on that site (the “Request”); and

Whereas, City believes the project will be of benefit to the City and its inhabitants and agrees to allow HRP such access and use on the following terms.

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

1. The City grants HRP the right to access the Property to perform its services from September 10, 2024, through December 31, 2026, all at HRP’s sole cost and expense.
2. HRP and its agents will not cause any permanent damage to the Property nor leave materials or debris on the Property during its period of access.
3. Prior to entry, HRP will photograph the Property and, at the time it vacates the property, restore it to the same condition it was in on September 10, 2024.
4. HRP will provide City proof of its public liability and property damage insurance coverage, both in amounts deemed adequate by City to cover any risks to persons and property associated with ICC access and temporary use of the Property. HRP shall name City as an additional insured on all such insurance policies. HRP agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from HRP’s access and temporary use of the Property.
5. HRP 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**

By: \_\_\_\_\_  
Sandra Schreiber, President  
Elkhart Redevelopment Commission

**HRP Construction Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_  
Print name and title

RESOLUTION NO. 24-R- 060

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,  
APPROVING EMPLOYMENT OF HERON ENVIRONMENTAL AND APPROPRIATING FUNDING FOR  
FREIGHT ST. ENVIRONMENTAL ASSESSMENTS

Whereas, The Commission holds title to property generally referred to as 117 Freight Street and needs additional soil testing for contaminants identified in the Phase 2 study as well as development of a Soil Management Plan; and

Whereas, the Commission has received and reviewed the attached Proposal For Soil Management Plan which includes additional soil borings (the "Proposal") and desires to employ Heron Environmental LLC ("Heron") to perform the work described therein; and

Whereas, the Commission believes it is in the best interest of the City, the Area, and the inhabitants to approve the Proposal and employment of Heron and provide the funding for the additional work.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Proposal and the employment of Heron to conduct the additional testing and develop the Soil Management Plan in accordance therewith.
2. The Commission appropriates the sum of \$2,700.00 from the Brownfield Services Special Fund to cover the cost of the additional work, with any unused funds to be returned to the appropriate account.
3. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS `10<sup>TH</sup> DAY OF SEPTEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 8/28/24  
Re: Freight St. Further Site Investigation

---

As identified in the Phase II for the Freight Street properties there needs to be some additional testing done as well as a Soil Management Plan drafted for any excavations during construction. Attached is a proposal for the work at the property. Staff requests the Commission hire Heron Environmental LLC to do the work and appropriate \$2,700 from the Brownfield Services account to fund the work.



August 28, 2024

Adam Fann, Assistant Director of Redevelopment  
City of Elkhart  
201 S. Second Street  
Elkhart, Indiana 46516

RE: Proposal for Soil Management Plan  
Freight Street District Development, Elkhart, Indiana  
Heron Proposal No. 23-0570-3

Heron Environmental, LLC (HERON) is pleased to provide this Proposal to prepare a Soil Management Plan for the proposed Freight Street District Development in Elkhart, Indiana (the "Property"). Proposed redevelopment of the Property includes construction of two 4-story buildings for predominantly residential use and an associated 62-space parking lot. Previously completed environmental assessments of the Property revealed arsenic, lead, and mercury in soil at concentrations above the currently applicable Indiana Department of Environmental Management (IDEM) Remediation-based Closure Guide (R2) published levels (PLs) for long-term residential use. Additionally, the mercury concentration in a soil sample collected on the north-central portion of the Property is above the R2 PL for short-term excavation exposure. The presence of these metals is the result of historical operations at the Property, which includes junk/auto salvage yard operations from at least the 1970s to 1950s, and presence of process waste fill materials of unknown origin, as evidenced by slag cinders and brick, observed on the surface at various locations.

Proposed development of the Property will require significant earthwork and excavation of soils, which based on the reported metals concentrations must be managed to ensure appropriate protections from exposure and/or for proper disposal. Except for mercury identified at one location, elevated reported concentrations were not confined to a specific area and were distributed across the Property. Additionally, completed soil sampling was limited in scope and based on the historical use of the Property and distribution of reported concentrations; it is likely that elevated metals are present in areas of the Property where samples have not been collected. As such, HERON recommends that soil across the Property be managed collectively.

Where mercury was reported above the short-term excavation exposure PL (boring B-4), HERON recommends additional samples be collected for delineation to determine if the size of the area is significant enough to require additional measures for handling and disposal. HERON proposes eight hand auger borings to be advanced on a 15-foot grid pattern around B-4 for collection of soil samples from the surface soil (i.e. surface to 2-foot depth) for laboratory analysis of mercury. Upon receipt of laboratory results the sample with the highest reported mercury concentration will be further analyzed for toxicity characteristic

leaching potential (TCLP) for Resource Conservation and Recovery Act (RCRA) metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) for waste profile characterization for proper soil disposal.

A Soil Management Plan (SMP) will be developed to address excavation worker safety as it relates to potential exposure and to outline appropriate soil handling and disposal. The SMP will specify the environmental conditions at the Property, potential exposure pathways, contractor qualifications, health and safety plan (HASP), site controls for dust and stormwater, environmental monitoring, soil handling, transport, and disposal, and a contingency plan if any previously unidentified environmental conditions (i.e., suspected contaminated soil or buried tanks or containers) are encountered.

#### COST

Heron proposes the following fee schedule for completion of the work described herein:

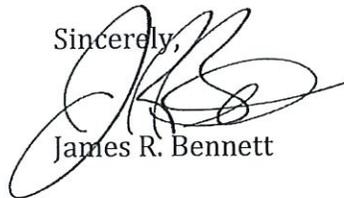
Mercury Delineation and Waste Profile	\$1,250
Soil Management Plan	<u>\$1,450</u>
<b>Total Cost</b>	<b>\$2,700</b>

The Costs outlined here should be considered a maximum that will not be exceeded without prior Client authorization. In the event of unforeseen expenses or delays the Client will be notified immediately and changes, if necessary, to these costs will be provided.

#### AUTHORIZATION

We appreciate the opportunity to provide these services. If you find this Proposal to be acceptable, please complete the attached Authorization and return to me at [jbennett@heronenviro.com](mailto:jbennett@heronenviro.com). Should you have any questions or need any additional information please contact me at 574-333-4553.

Sincerely,



James R. Bennett



RE: Proposal for Soil Management Plan  
Freight Street District Development, Elkhart, Indiana  
Heron Proposal No. 23-0570-3

Date:

Authorized by (name and title) "Client":

Signature:

Company:

Billing Address:

Phone:

Email:

Property Contact (name and number/email):

#### STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to the above referenced Proposal ("Services") and constitutes the contract between Heron Environmental LLC ("Company") and Client. Services will be provided by Company in a professional manner, exercising reasonable skill and diligence expected of qualified environmental professionals. There are no other representations express or implied, and no warranty or guarantee is included or intended. Client acknowledges and agrees that Services may be performed by subcontractor chosen by Company.

**Payment Terms:** Projects will be invoiced at completion or every 30 days (when applicable). Payment is due on the date of the invoice and must be settled within 30 days of date of invoice. Invoices past due more than 30 days will be assessed at an interest rate of 1.5% per month.

Client agrees that the Company's total liability for any and all claims arising in any way related to these Services from any cause shall not exceed and limited to the lesser of total compensation paid to Company for Services or the amount of Company's insurance pursuant to Services.

RESOLUTION NO. 24-R-06d

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,  
APPROPRIATING FUNDING FOR THE CASSOPOLIS STREET IMPROVEMENTS

Whereas, The Commission has been working with the Board of Public Works to design and bid out plans for improvements to the Cassopolis Street Corridor which includes median construction, new traffic controls and alteration, closing and improvements of business entrances to enhance traffic management (the "Project"), and BPW proposes to proceed with the work upon the Commission's appropriation of the funding for the Project as set forth in the attached Memorandum; and

Whereas, the Commission believes it is in the best interest of the City, the Area, and the inhabitants to approve and provide the funding for the design and construction of the Project.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the proposed work for the Project and the funding request of \$350,000.00.
2. The Commission requests the Board of Public Works execute all contracts and take all actions necessary to supervise and complete the Project on its behalf.
3. The Commission appropriates the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) from the Cassopolis Corridor Economic Development Area Allocation Area Special Fund to cover the cost of the Project, with any unused funds to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 10TH DAY OF SEPTEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 9/4/24  
Re: SR 19 Access Management

---

With the arrival of the Meijer development and now Chic-fil-a into the Cassopolis corridor INDOT has requested some traffic management at the entrances to the businesses in the area. Public Works staff is managing a project to install a temporary median in front of the development to try and control congestion once the store opens with a permanent median being installed at a later date. Additional traffic controls are being designed as well, including closing of the Arlington Street entrance, one of Monteith Tires entrances, and closing of the drive approach for the old AMC Theater. All of these businesses have alternate entrances. Staff is requesting the Commission appropriate \$350,000 from the Cassopolis TIF to cover the costs of the projects.

RESOLUTION NO. 24-R- 062

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING LISTING AGREEMENT FOR LEASING VACANT SPACES AT WOODLAND CROSSING

Whereas, The Commission owns Lots 1,3,5 and 6 in the recorded Plat of Woodland Crossing (the "Real Estate"), has issued a Request for Letters of Interest to real estate brokerage firms in the area seeking a realtor to list the property for leasing to prospective tenants and desires to enter into a Listing Agreement in substantially the form attached hereto with Market Place Realty, Inc.;

Whereas, there are vacancies at the property and it is essential that a Realtor be contracted as soon as possible to find viable tenants; and

Whereas, the Commission has reviewed the Listing Agreement and believes it is in the best interest of the City and its inhabitants to list the Real Estate with the Listing Agent for lease purposes, substantially in accordance with the terms of the Listing Agreement, with the officers and staff authorized to negotiate certain provisions further and to enter into such agreement at such time as they find the final draft acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the offering of the Real Estate for lease with the Listing Agent substantially on the terms set forth in the Listing Agreement attached hereto.
2. The Commission authorizes the staff and officers to further negotiate provisions B-1, B-3, B-4 and H and to execute and deliver the Listing Agreement at such time as they reach acceptable terms thereon with the Listing Agent.
3. The Officers of the Commission are hereby authorized to execute and deliver all Documents, and do all acts, which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY UNANIMOUS VOTE AT A MEETING OF THE COMMISSION THIS 10<sup>TH</sup> DAY OF SEPTEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary



**LISTING CONTRACT**  
 (EXCLUSIVE RIGHT TO LEASE)  
 COMMERCIAL-INDUSTRIAL REAL ESTATE

**For use only by members of the Indiana Association of REALTORS®**

1 This Contract is entered into on the 3rd day of August, 2024, by Mike Keen  
 2 Market Place Realty ("Broker") and City of Elkhart  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_ ("Landlord"), for the lease of real estate commonly  
 5 known as Woodland Crossing Shopping Center in E.C. Concord  
 6 Township, Elkhart County, Elkhart, Indiana 46517 Zip Code,  
 7 the legal description of which is  (attached as Exhibit "A")  (described as follows): Woodland Crossing

8 \_\_\_\_\_  
 9 Lot 5 (TIE 117) and Woodland Crossing Lot 6 (TIF 117) (the "Property").  
 10 In consideration of the mutual covenants herein and services to be performed, Broker is appointed as Landlord's agent with  
 11 irrevocable and exclusive right to lease the Property, during the Term for the following price and terms.

12 Where the word "Lessor" appears, it shall also mean "Landlord;" "Lessee" shall also mean "Tenant;" and "Broker" shall mean  
 13 "Licensee" as provided in I.C. 25-34.1-10-6.8. "Property" shall mean all property offered for lease pursuant to this Contract as  
 14 defined in Section D and E (if applicable) below.

15 **A. TERM:** This Contract begins on the 3rd day of August, 2024, and shall continue until 11:59 P.M. on  
 16 the 31st day of March, 2025. Provided, however, that if Landlord enters into a letter of intent or  
 17 other understanding to lease all or part of the Property during the term of this Contract, but the execution of the lease will not  
 18 take place until after the term of this Contract, then this Contract shall be extended to coincide with the execution date.  
 19 In the event that the Property is removed from the market for periods of time that may be agreed to by Landlord and any  
 20 prospective Tenant as part of the contingencies to the lease, ("Transaction Agreement"), this Contract shall be automatically  
 21 extended in time for periods equal to the periods contained in the Transaction Agreement.

22 **B. BROKERS COMMISSION:** Landlord agrees to pay Broker a commission, which shall be determined and paid as, follows:  
 23 1. **LEASE:** Landlord shall pay Broker a commission of six  
 24 percent (6%) of the total gross amount to be received by Landlord during the initial term of the lease, which  
 25 shall be paid at the time Landlord and a Lessee enter into a lease. If the lease includes one or more options to renew or  
 26 extend the lease, Landlord shall pay Broker a commission of six  
 27 percent (6%) of the total gross amount to be received by Landlord during the renewal or extension term of the  
 28 lease, which shall be paid at the time the extended lease terms begins. If Lessee elects to expand or relocate the leased  
 29 premises, a commission with respect to each expansion or relocation shall be payable in the same amount and at the  
 30 same time as if the expansion or relocation was a new lease, except the fee for a relocation shall apply to any increase in  
 31 the leased premises from the leased premises being vacated and relocated. \* (See last page)  
 32 2. **DEFAULT:** If Landlord enters into a fully executed letter of intent or other understanding to lease and Landlord defaults  
 33 under that letter or understanding then a commission in the same amount as would be payable upon a lease execution  
 34 pursuant to this Contract shall be due immediately upon such default.  
 35 3. **READY, WILLING AND ABLE PERSON:** If Broker procures a written offer from a Tenant who is ready, willing  
 36 and financially able to consummate the proposed transaction concerning the Property according to the terms contained in  
 37 this Contract, and Landlord refuses to accept the offer, Broker shall be immediately entitled to a commission in the same  
 38 amount as would be payable upon a closing pursuant to this Contract.  
 39 4. **SUIT BY OWNER:** If Landlord successfully prosecutes a suit against a Tenant who breached a letter of intent or other  
 40 understanding to lease concerning the Property and collects all or any part of the monetary damages proximately caused  
 41 by such breach as a result of trial, compromise, settlement or otherwise, Landlord shall pay Broker an amount equal to  
 42 one-half (1/2) of the funds received by Landlord; but, the maximum amount that Landlord shall be obligated to pay to  
 43 Broker shall not exceed the amount of Broker's commission if the lease had been consummated.  
 44 5. **COMMISSION PROTECTION:** Within 30 days after the Term, as it may be extended if the Property is:  
 45 (i) leased; (ii) contracted to be leased; (iii) subject to the commencement of, resumed or continued communications to  
 46 be leased to any entity or person, or its, his or her broker or agent with whom Broker, Landlord or any of their agents or  
 47 employees had communications during the term and who was identified on a list submitted to Landlord within \_\_\_\_\_  
 48 days after expiration of the Term, then Landlord agrees to pay Broker a commission on such lease pursuant to Section B.

49 **C. PRICE:** Landlord offers the Property for lease at a rent of TBD  
 50 dollars (\$ \_\_\_\_\_ U.S. Dollars) per TBD upon the following terms and conditions:

51 \_\_\_\_\_  
 52 To be determined based on size and location of the unit on the property  
 53 \_\_\_\_\_

54 Landlord offers the Property for lease upon any other price and terms acceptable to Landlord as evidenced by Landlord's  
 55 execution and delivery of a written lease with respect to the Property.

\_\_\_\_\_  
 (office use only)

56 D. **PROPERTY OFFERED FOR LEASE:** The above price(s) includes the real estate together with all buildings and all permanent  
57 improvements and fixtures attached thereto; **except the following items to be EXCLUDED (if any):**  
58 NONE  
59 \_\_\_\_\_

60 E. **PERSONAL PROPERTY OFFERED FOR LEASE:** The above price includes the following items of personal property to  
61 be **INCLUDED** in the lease: NONE  
62 \_\_\_\_\_

63  
64 **(NOTE: EXCLUDE FIXTURES NOT OWNED BY LANDLORD SUCH AS RENTED FIXTURES AND TENANT'S TRADE**  
65 **FIXTURES. THE LEASE WILL DETERMINE WHAT PROPERTY IS INCLUDED OR EXCLUDED.)**

66 F. **UTILITIES AND SERVICES:** Each utility and service listed below is to be paid directly to the provider by the party as indicated:  
67

Utility/Service	(Check the applicable party)	
	Tenant	Landlord
68 1. Real Estate Taxes	<u>X</u>	_____
69 2. Property & Liability Insurance	<u>X</u>	_____
70 3. Interior Maintenance	<u>X</u>	_____
71 4. Exterior Maintenance	<u>X</u>	_____
72 5. Electrical Service	<u>X</u>	_____
73 6. Gas Service	<u>X</u>	_____
74 7. Sewer Service	<u>X</u>	_____
75 8. Water Service	<u>X</u>	_____
76 9. Janitorial Service	<u>X</u>	_____
77 10. Other (List and describe here or on an attachment)	_____	_____
78 <u>This Lease assumes Tenant will pay all wxpenses directly to the</u>	_____	_____
79 <u>Landlord or to the Vendor. utility company</u>	_____	_____
80 _____	_____	_____
81 _____	_____	_____

82  
83  
84  
85  
86 G. **AGENCY DISCLOSURES:**  
87 1. **Office Policy.** Landlord acknowledges receipt of a copy of the written office policy relating to agency.  
88 2. **Agency Relationships.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is  
89 representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or  
90 (2) the Licensee is merely assisting the individual as a customer. Licensee (Broker) represents the interests of the  
91 Landlord as Landlord's agent to lease the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and  
92 disclosure to the Landlord. However, Licensee must deal honestly with a tenant and disclose to the tenant information  
93 about the Property, including all latent and patent defects in the Property, whether or not Landlord believes they are minor or  
94 major in nature, and whether or not they are now known or are discovered in the future. All representations made by Licensee  
95 about the Property are made as the agent of the Landlord. Landlord is advised that the Property may be leased with the  
96 assistance of other Licensees working as tenant agents and that Licensee's company policy is to cooperate with and  
97 compensate tenant agents. Tenant agents are Licensees who show the Property to prospective tenants, but who  
98 represent only the interests of the tenant. Tenant agents owe duties of trust, loyalty, confidentiality, accounting and  
99 disclosure to tenants. All representations made by tenant agents about the Property are not made as the agent of the  
100 Landlord.  
101 3. **Limited Agency Authorization:** Licensee or the managing broker may represent Tenant as a tenant agent. If such a Tenant  
102 wishes to see the Property, Licensee has agency duties to both Landlord and Tenant, and those duties may be different or  
103 even adverse. Landlord knowingly consents to Licensee acting as a limited agent for such showings. If limited agency  
104 arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Landlord and Tenant:  
105 (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee  
106 concerning the physical condition of the Property and facts required by statute, rule, or regulation to be  
107 disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the  
108 parties.  
109 (b) That a Tenant will pay more than the offered lease rate for the Property.  
110 (c) That Landlord will accept less than the listed lease rate for the Property.  
111 (d) Other terms that would create a contractual advantage for one party over another party.  
112 (e) What motivates a party to lease the Property.  
113 In a limited agency situation, the parties agree that there will be no imputation of knowledge of information between any  
114 party and the limited agent or among Licensees.  
115 Landlord acknowledges that Limited Agency Authorization has been read and understood. Landlord understands that Landlord  
116 does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and  
117 waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from  
118 Licensee's(s) role of limited agent(s).

119 H. **LANDLORD'S COVENANTS:** Landlord agrees to cooperate with Broker and cooperating brokers fully with respect to Broker's  
120 efforts to market and lease the Property. Landlord agrees to refer to Broker all inquiries received relating to the lease of the Property  
121 and to conduct all negotiations with prospective tenants of the Property through Broker. Landlord further agrees to furnish Broker any  
122 information in Landlord's possession concerning the Property as Broker may reasonably request from time

(office use only)

to time including, but not limited to survey, floor plans, building plans, operating statements, rent roll, title commitment, environmental reports, zoning certificates and the following: As-built plans of each space

Landlord agrees to reimburse Broker for all expenses authorized in writing by Landlord and incurred by Broker in advertising or marketing the Property and not to exceed To be determined - Landlord shall pay for marketing signage and website (\$ \_\_\_\_\_ U.S. Dollars).

**I. LANDLORD'S REPRESENTATIONS: TO LANDLORD'S BEST KNOWLEDGE AND BELIEF LANDLORD REPRESENTS AND WARRANTS TO BROKER AS FOLLOWS:**

1. The undersigned Landlord (i) holds title to the Property in fee simple; (ii) is authorized and has the capacity to execute and deliver this Listing Contract; and (iii) has the ability to convey a good and marketable title by lease.
2. The Property is zoned \_\_\_\_\_;  (is)  (is not) located in a Historic District;  (is)  (is not) located in a flood plain. There presently exists no defect or condition known to Landlord which would adversely affect market value or materially impair the fitness of the Property for its existing use EXCEPT: \_\_\_\_\_
3. There are no actions, suits or proceedings pending or threatened against Landlord or the Property, affecting any portion of the Property, before any judicial tribunal or governmental agency, department or instrumentality, EXCEPT: \_\_\_\_\_
4. There are no pending or threatened condemnation actions or special assessments of any nature with respect to the Property nor has Landlord received any notices of any such condemnation actions or special assessments being contemplated.
5. There are no foreclosures pending or threatened with respect to the Property nor has Landlord received any notices of any foreclosure action being contemplated.
6. Landlord has not received any notice in writing or otherwise from any governmental or municipal agency requiring the correction of any condition with respect to the Property or any part thereof, by reason of a violation or alleged violation of any applicable federal or state statute, ordinance, code or regulation, EXCEPT: \_\_\_\_\_

**(NOTE: LANDLORD AUTHORIZES BROKER TO DISCLOSE ANY OF THE INFORMATION IN SECTIONS H. AND I. TO THIRD PARTIES.)**

**J. MARKETING:** Landlord authorizes Broker to market the Property, including but not limited to placing and removing "For Lease" and other signs on the Property using electronic media and printing brochures. Landlord further authorizes Broker or cooperating brokers to conduct showings of the Property. Landlord represents that adequate insurance will be kept in force to protect Landlord in the event of any damage, losses or claims arising from entry to the Property and holds harmless Broker, its agents, employees, and independent contractors, from any loss, claim or damage resulting therefrom.

**K. INDEMNITY:** Landlord agrees to indemnify, defend and hold Broker, cooperating broker, the local Board/Association of REALTORS®, the MLS (if applicable), the Indiana Commercial Board of REALTORS®, Inc., and the Indiana Association of REALTORS®, Inc., harmless from any and all claims, demands, liabilities, damages, losses, judgments, expenses, costs and attorney fees resulting from, arising out of or relating to Landlord's furnishing Broker or causing Broker to be furnished with any false, incorrect, or inaccurate information or representations, or Landlord's concealment of any material information. If a dispute arises at any time concerning the condition of the Property, the structures, improvements permanently installed and affixed thereto, Property defects, or health hazards, Landlord agrees to indemnify, defend and hold harmless Broker, cooperating Broker, the local Board/Association of REALTORS®, the MLS (if applicable), the Indiana Commercial Board of REALTORS®, Inc., and the Indiana Association of REALTORS®, Inc. from and against any and all claims, demands, liabilities, damages, losses, judgments, expenses, costs and attorney fees resulting from, arising out of or relating to such dispute.

**L. BROKER'S LIEN:** For purposes of this Contract, the parties understand and agree that Broker's commission is deemed to be a share of the money received by Landlord, and Broker shall have a lien on the funds and a lien upon the Property until the commission is paid.

**M. MISCELLANEOUS PROVISIONS:** Landlord and Broker acknowledge that:

1. All persons signing below as Landlord have read and understand this Contract and have received a copy.
2. This Contract contains the entire agreement of the parties and cannot be changed except by their written consent.
3. This Contract is binding upon the parties' heirs, administrators, executors, successors and assigns.
4. Broker warrants that Broker holds a valid Indiana real estate license.
5. Broker may refer Landlord to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors and contractors. Broker has no responsibility for the performance of any service provider. Landlord is free to select providers other than those referred or recommended to Landlord by Broker.
6. If it becomes necessary for Broker to retain an attorney or initiate any legal proceedings in order to secure compliance with this Contract, then, in addition to all other sums Broker may recover, Broker shall also recover court costs, reasonable attorney fees, pre-judgment and post-judgment interest and all other costs incurred by Broker in connection therewith.
7. This Contract may be transmitted between the parties electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered, if requested. This Contract may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. The Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex, familial status, and handicap. The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating

(office use only)

- 189 on the basis of sexual orientation or gender identity.
- 190 9. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance,
- 191 protection or repair of the Property nor for the protection or custody of any personal property located thereon, unless
- 192 provided for in another agreement.
- 193 10. Broker's commission for services rendered in respect to any listing is solely a matter of negotiation between Broker
- 194 and Landlord and is not fixed, controlled, recommended or maintained by the Indiana Association of REALTORS®, Inc.,
- 195 the Indiana Commercial Board of REALTORS®, Inc., the local Board/Association of REALTORS®, the MLS (if
- 196 applicable) or any person not a party to the contract. The compensation paid by a listing Broker to a cooperating
- 197 broker in respect to any listing is established by the listing Broker and is not fixed, controlled, recommended or
- 198 maintained by any persons other than the listing Broker.

199 **N. ADDITIONAL PROVISIONS:**

200 This agreement may be canceled at anytime by mutual agreement or by either party with 30 days notice.

201 \_\_\_\_\_

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215 \_\_\_\_\_

216 \_\_\_\_\_

217				
218				
219	Mike Keen	RB22000466	_____	_____
220	AGENT	IN LICENSE #	LANDLORD'S SIGNATURE	DATE
221				
222	<b>Market Place Realty</b>		_____	
223	BROKER OR COMPANY NAME	IN LICENSE #	PRINTED	
224				
225				
226	ACCEPTED BY: MANAGING BROKER		LANDLORD'S SIGNATURE	DATE
227				
228	P.O. Box 153	46530	_____	
229	MAILING ADDRESS	ZIP CODE	PRINTED	
230				
231	(574)245-5040	(574)245-5050	_____	
232	(Area Code) TELEPHONE	NUMBER/FAX NUMBER	MAILING ADDRESS	ZIP CODE
233				
234				
235			(Area Code) TELEPHONE NUMBER/FAX NUMBER	
236				
237				
238				

239 \*For example, if a Lessee expanded or relocated the leased premises prior to the end of a term, the commission would be based

240 upon the gross amount of the rents to be received by the Seller over the balance of the term of the lease, less the rents that would

241 have been received by the Seller if the Lessee had not exercised its right to expand or relocate the premises. For further

242 clarification, if the Lessee's rent over the balance of a term was initially \$100,000 and the Lessee either expanded the leased

243 premises or relocated the leased premises and the additional rent over the balance of such term was \$125,000, then the

244 commission would be based upon \$25,000. If the foregoing occurred and the term of the lease was also extended and if the rent

245 for the additional term was \$200,000, then the commission would be based upon \$225,000 (\$25,000 and \$200,000).



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.  
Form #F04LSE. Copyright IAR 2024



RESOLUTION NO. 24-R- 063

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING WOODLAND CROSSING SERVICE  
CONTRACT WITH DS GROUNDS CARE LLC

Whereas, the Commission has acquired Lots 1,3,5 and 6 in the recorded Plat of Woodland Crossing (the "Property") and staff recommends the approval of the service contract with DS Grounds Care LLC to provide sweeping services, snow removal/salt./de-icing treatments in the common areas; and

Whereas, the Commission believes it will be in the best interest of the city and its inhabitants to approve the attached contract.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the DS Grounds Care LLC contract for Sweeping Services, Snow Removal/ Salt/De-Icing Treatments such services to be paid from the CAM budget.
2. The officers are authorized to execute all agreements and take all actions they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE ON THE 10<sup>TH</sup> DAY OF SEPTEMBER 2024.

CITY OF ELKHART REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By: \_\_\_\_\_  
Dina Harris, Secretary

**AGREEMENT TO PERFORM SERVICES**  
**Snow Removal – Woodland Crossing**  
**Elkhart, IN**  
**2024-25**

THIS AGREEMENT is entered into as of the 1st day of September, 2024, by and between **DS Grounds Care LLC** ("Contractor") and the **City of Elkhart, Indiana, Department of Redevelopment (*Woodland Crossing*)** ("Owner").

**WITNESSETH:**

1. WORK TO BE PERFORMED: The Contractor, as an independent contractor and not as an employee or agent of Owner, shall perform the services described in the proposal attached hereto as Exhibit A, which shall hereinafter be referred to as the "Work." In the event of any conflict between the terms of this Agreement and the proposal, the terms of this Agreement shall prevail. Contractor shall procure, provide and furnish at Contractor's sole cost and expense, all materials, labor, tools, equipment, accessories, permits, licenses and inspection certificates necessary for the performance and completion of the Work, and shall pay all sales, consumer use and other similar taxes charged in connection therewith. All Work shall be done in a good and workmanlike manner and shall be performed in accordance with all laws, ordinances, rules and regulations of any governmental entity having jurisdiction over the Work, the parties or the property upon which the Work shall be performed, Contractor shall promptly, and in any event prior to commencement of the Work, bring to Owner's attention any portion of the Work, as proposed, which shall not be in compliance with any such laws, ordinances, rules or regulations, and all such Work, upon completion, shall be in compliance therewith. The foregoing shall include, without limitation, the American with Disabilities Act. In the event Contractor determines that any of the proposed Work will not be in compliance as aforesaid, Contractor shall give written notice thereof to Owner, which notice shall include any modification of the Contract sum and Owner shall provide Contractor with written approval thereof within ten (10) days of receipt of Contractor's notice or this Agreement shall be terminated. In the event of such termination, the parties shall be relieved of all liability hereunder. In the event of any dispute as to whether the Work has been completed, the decision of Owner shall be binding upon the parties. Owner may order changes in the Work by written change order, and the cost or credit pertaining thereto shall be determined by mutual agreement of the parties. The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement will be new unless otherwise specified by the Owner and shall be of good quality, free of defects and faults. Contractor shall promptly correct work rejected by the Owner and shall correct any Work found to be not in accordance with the requirements of this Agreement within the period of one (1) year from the date of expiration of the term hereof. The foregoing, however, shall not be construed as an establishment of a period of limitations with regard to the Contractor's obligations under this Agreement.

2. TERM: The Contractor shall commence to provide the services hereinabove described on November 1, 2024 through April 15, 2025 (the "Term"). The Owner shall at any time throughout the term be allowed to cancel this Agreement without cause with thirty (30) days written notice. This shall not supersede any provisions contained herewith for cancellation

with cause.

3. CONTRACT SUM AND PAYMENTS: The Owner shall pay the Contractor for performance of the Work the following amount in accordance with the following schedule: Upon completion with approval, Certificate of Insurance, Tax I.D. Number and receipt of Lien Waiver (if applicable) as set forth in Exhibit A during the Term. Payments may be withheld on account of defective work not remedied, claims filed by subcontractors, failure of the Contractor to make payments to subcontractors, reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum, damage to the Owner or another contractor, or the failure of the Contractor to carry out the Work in accordance with this Agreement. Payment shall not become due until the Contractor has delivered to Owner a complete release of all liens which may arise out of the Work and an affidavit setting forth the names of all persons or entities providing labor or materials in connection with the Work, the amount of such contract, the amount previously paid to each and the amount remaining due thereunder, Contractor agrees to indemnify and save Owner free and harmless from and against all losses, claims, damages, costs or expenses suffered by Owner as a result of any such lien. If any such lien is filed, Contractor shall promptly pay same and take steps to immediately have the same removed. If the same is not removed within ten (10) days from the date of written notice from Owner, Owner shall have the option of paying same and the amount so paid, including attorney's fees and expenses incurred in connection therewith by Owner, plus interest thereon at the rate of twelve percent (12%) per annum will be immediately due upon demand. Owner may, in its election, deduct such amount from any sums owed by Owner to Contractor.

4. CLEAN-UP: The Contractor shall, at all times during the term, keep the property upon which the Work shall be performed free of accumulation of waste materials or rubbish caused by the Work, and upon completion shall leave the Work area "broom clean." If the Contractor fails to clean-up as aforesaid, the Owner may do so and the cost thereof shall be deducted from the contract sum.

5. LIABILITY: The Contractor shall indemnify and hold the Owner and Authorized/Managing Agent harmless from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work. In addition, the Contractor shall be responsible to the Owner for the acts and omissions of Contractor's employees, subcontractors and their respective agents and employees, and all other persons and entities performing any of the Work under a contract with the Contractor.

6. INSURANCE: The Contractor shall purchase and maintain insurance in companies lawfully authorized to do business in the state in which the property is located, for protection from claims under worker's compensation acts, claims for damages because of bodily injury, including death, and claims for damages to property which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by the Contractor or by a subcontractor or anyone directly or indirectly employed by any of them, Such insurance shall include, without limitation, worker's compensation, employee's liability, comprehensive general liability and automobile liability insurance. The insurance shall be written for an amount not less than \$1,000,000 per occurrence, naming Owner and Authorized/Managing Agent as

additional insured, and shall include contractual liability insurance applicable to the Contractor's obligations under this Agreement. Certificates of such insurance shall be filed with the Owner prior to commencement of the Work.

7. FRUSTRATION OF PURPOSE: In the event performance hereof is prevented by any applicable and valid federal, state or municipal law, ordinance, rule, regulation or order, the parties hereto shall be excused from the performance hereof, and the Owner shall pay Contractor, in full and complete payment, settlement and discharge of all its obligations hereunder, the actual reasonable cost of Contractor for labor and materials thereto furnished or services performed by Contractor hereunder.

8. OWNER'S REMEDIES: If the Contractor fails or neglects to carry out the work in accordance herewith, or if the Contractor fails to perform any of its obligations hereunder, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof and expenses incurred in connection therewith from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, the Owner may terminate this Agreement. In such event, if the cost of completing such work shall exceed the amount of the unpaid balance of the contract sum, the Contractor shall pay the difference to Owner upon demand. The foregoing, however, shall be in addition to all other remedies which Owner may have at law or in equity. Owner may offset or credit any sums or amounts due or payable to Contractor or to become due or payable under this Agreement against any claim Owner may have against Contractor under any other agreement between Owner and Contractor. In the event that Owner or Contractor commences an action to enforce any of the provisions of this Agreement, the prevailing party (as determined by a judgment in favor of one party or the other) shall be entitled to recover from the other, its reasonable attorneys' fees and costs incurred in connection with such action. Waiver by Owner of any default, breach or failure of Contractor under this Agreement shall not be construed as a waiver of any subsequent or different default, breach or failure.

9. OWNER'S AUTHORIZED/MANAGING AGENT(S): Authorized/Managing Agent(s) may be appointed to represent the Owner, The Authorized/Managing Agent(s) shall bear no personal responsibility for: payment of services rendered under this Agreement. The Owner may, at its discretion, change Authorized/Managing Agent(s) and provide the Contractor written notification of such change.

10. CERTIFICATE OF COMPLIANCE: Attached hereto as Exhibit B is Contractor's signed Certification of Compliance, which is incorporated herein by reference

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement for services as of the day and year first above written.

**OWNER:**                    **City of Elkhart, Indiana, Department of Redevelopment**

**BY:** \_\_\_\_\_  
**TITLE:**                    Sandra Schreiber, President, Redevelopment Commission

**CONTRACTOR:**    **DS Grounds Care LLC**

**BY:** \_\_\_\_\_  
**TITLE:**                    Greg Stewart, Owner/Operator  
**EMAIL:**                 [Dsgroundscare@aol.com](mailto:Dsgroundscare@aol.com)

## EXHIBIT A

### D S GROUNDS CARE

P.O. Box 1788  
 Elkhart IN,  
 46515  
 574-276-6695

## Estimate

Date	Estimate #
6/26/2024	158

Name / Address
WOODLAND CROSSING Elkhart City Elkhart, IN 46517

Description	Qty	Cost	Total
Elkhart 1 Snow Control Service [ WoodlandCrossing.1" Trigger ] 1" - 3"	1	2,145.00	2,145.00
Elkhart 1 Snow Control Service [ WoodlandCrossing ] 4" - 6"	1	3,213.00	3,213.00
Elkhart 1 Snow Control Service [ WoodlandCrossing] 7"+ [ Loader Rate + 1 Truck ] per running hour	1	330.75	330.75
Elkhart 1 De-icing service [ Treated Product Only ] 2000lbs per service	1	1,312.50	1,312.50
Elkhart 1 Sidewalk Snow Control & De-icing Service [ snow blower-operator & 350 lbs de-icing product ]	1	404.25	404.25
Elkhart 1 Snow Control Spot Clean - up Rate per hour [ drifts, spot de-icing, ect. per truck / equipment used ]		131.25	131.25
Thank you for your business.		<b>Total</b>	<b>\$7,536.75</b>

Customer Signature \_\_\_\_\_

EXHIBIT B  
Certificate of Compliance

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

E-VERIFY REQUIREMENT:

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

ANTI-IRAN INVESTMENT REQUIREMENT

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

TITLE VI POLICY

Contractor acknowledges receipt of the following 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 programs, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is: \_\_\_\_\_

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

Voice: (574) 294-5471  
Fax: (574) 293-7658  
TDD: (574) 389-0198  
Email: [titleviordinator@coei.org](mailto:titleviordinator@coei.org)

Dated: \_\_\_\_\_, 20\_\_.

CONTRACTOR:

\_\_\_\_\_

RESOLUTION NO. 24-R- 064

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CONTRACT FOR PROFESSIONAL SERVICES AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF TIF FUNDS FOR PHASE 4 SOUTH MAIN STREETScape IMPROVEMENTS

WHEREAS, the Commission has previously approved the South Main Street Streetscape Project and has received the September 3, 2024, Contract for Services of Christopher B. Burke Engineering, LLC (“Burke”) to perform the design, engineering and oversight services for Phase 4 of the project as outlined therein (the “Contract”); and

WHEREAS, the Commission has reviewed the Contract to provide design and cost estimates for new water main, sanitary sewer, stormwater collection, curb and gutter, sidewalk, lighting, parking lot design and pavement improvements, and assistance in the bidding process, all as more fully set forth therein; and

WHEREAS, the Commission believes it will be in the best interest of the citizens of Elkhart and of the Consolidated and Downtown TIF Area to approve the Contract and appropriate the funds.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Burke to perform the services set forth in the Contract at a not to exceed price of \$156,730.
2. The Commission approves the terms set forth in the Contract.
3. The Commission appropriates the sum of \$117,547.50 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund, and the sum of \$39,182.50 from the Downtown Allocation Area No. 1 Special Fund to fund the services under the Contract.
4. Any surplus shall be credited to the proper fund as provided by law.
5. The Officers are authorized to execute all contracts and other documents, and to do all acts they deem necessary and appropriate, in furtherance of this Resolution.

ADOPTED by majority vote of the Redevelopment Commission at a public meeting held on the 10<sup>th</sup> day of September 2024.

ELKHART REDEVELOPMENT COMMISSION

BY \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

BY \_\_\_\_\_  
Dina Harris, Secretary

# Memo

To: Redevelopment Commission Members  
From: Jacob Wolgamood  
Date: 9/5/2024  
Re: South Main Street Streetscape, Phase 4, Professional Services

---

Development Services is requesting permission to contract with Christopher B. Burke Engineering, LLC for professional services relating to the South Main St. Streetscape, Phase 4, infrastructure improvements.

This project includes design and cost estimates for new water main, sanitary sewer, stormwater collection, curb and gutter, sidewalk, lighting, and pavements. The project scope consists of S Main St., from Middlebury St. to Prairie St., the parking lot of St. James Church, and a new parking facility adjacent to Stocker Ct.

We are requesting a resolution to enter into a contract with Christopher B. Burke Engineering, LLC for construction-ready documents and bid assistance as outlined in their proposal for an amount to not exceed \$156,730.00. Funding for this contract to be paid 25% from the Downtown TIF and 75% from the Consolidated TIF.



September 3, 2024

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

Subject: **South Main Street Streetscape Improvements, Phase 4 (Middlebury St. to Prairie St.)  
Professional Services Proposal**

Dear Mr. Fann,

Christopher B. Burke Engineering, LLC is pleased to provide this proposal for professional engineering design services related to the south Main Street streetscape and infrastructure improvements from Middlebury Street to Prairie Street in Elkhart, Indiana. The following is our understanding of the assignment, scope of services, schedule, and fee in support of the project.

#### UNDERSTANDING OF THE ASSIGNMENT

Burke will design the streetscape improvements for Main Street between Middlebury and Prairie streets. The selected streetscape cross section was redefined at a meeting between Burke and City staff on July 30, 2024. The infrastructure improvements include full reconstruction of Main Street, water main replacement, sanitary sewer replacement, a new stormwater collection system, and street lighting. In addition to streetscape improvements, Burke will design parking lots at the St. James Church and Stocker Court. The following scope includes the design and preparation of bid documents for south Main Street Phase 4 from Middlebury Street to Prairie Street.

#### SCOPE OF SERVICES

**Task 1 – Additional Survey:** Burke will engage a subconsultant to confirm existing survey information and acquire additional topographic survey for the new parking lot areas.

**Task 2 – Design and Bid Documents:** Burke will use the previously obtained survey prepared by JPR and the additional survey acquired in Task 1 to design and prepare bid documents for the south Main Street streetscape improvements Phase 4, the St. James Church parking lot improvements, and the new Stocker Court parking lot. The design will include a new roadway layout, parking lanes, sidewalk, water main replacement, sanitary sewer replacement, a new stormwater collection system runoff and street lighting. Burke prepared preliminary design plans for the streetscape improvements under a separate contract, so the first design level review will be at the 60% design. Once the City has reviewed the 60% design plans, Burke will incorporate comments and complete 90% design plans. After the City's review of the 90% design plans, Burke will complete the design and prepare bid documents for the project. We have included up to two progress meetings with the City in this task.

For the St. James Church parking lot improvements, Burke staff will use topographic survey previously obtained by JPR to design improvements for the existing parking lot at south Main Street and Dr. Martin Luther King Jr. Drive. The design will primarily focus on improving accessibility and maximizing parking spaces, but it will also include minor drainage and grading improvements using HMA.

For the Stocker Court parking lot, Burke staff will use the additional topographic survey obtained in Task 1 and the layout exhibit provided by City staff to design a parking lot area adjacent to Stocker Court. The parking lot design will consider drainage solutions such as pervious pavement options.

**Task 3 – Stormwater Pollution Prevention Plan / Construction Stormwater General Permit:** Burke will prepare a SWPPP and submit the CSGP application to the Elkhart County Soil and Water Conservation District for review. After approval, we will forward the notice of intent to the Indiana Department of Environmental Management. It is assumed that City staff or representatives will have the legal notice published in a local newspaper and provide the proof of publication to Burke for inclusion in the submittal to IDEM.

**Task 4 – Bid Assistance:** Burke will provide as-needed bid assistance including responding to contractor questions, preparing addenda, attending a pre-bid meeting, and preparing a bid tabulation with an award recommendation.

### SCHEDULE

Services by Burke for this project will be provided according to the following schedule:

- 60% design plans (based on the previously approved preliminary design) within eight weeks of notice to proceed
- 90% design plans within eight weeks after completion of the City's 60% review
- Final bid documents within four weeks after completion of City's 90% review

### ESTIMATED FEE

We have estimated the total fee for completing this project shall not exceed \$156,730. We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services.

In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

Christopher B. Burke Engineering, LLC has enrolled in and is verifying the work eligibility of all newly hired employees through the E-verify program operated by the United States Department of Homeland Security. The undersigned affirms under the penalty of perjury that Christopher B. Burke Engineering, LLC does not knowingly employ an unauthorized alien. In addition, the undersigned, on behalf of Christopher B. Burke Engineering, LLC certifies that, as required by IC 5-22-16.5-13, Christopher B. Burke Engineering, LLC is not engaged in investment activities in Iran.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me at 317.266.8000 or Mike Carey at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE  
Managing Vice President

**THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE CITY OF ELKHART:**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures:           Standard Charges for Professional Services  
                              General Terms and Conditions



Standard Charges for Professional Services January 2024	
Personnel	(\$/Hr)
Engineer VI	245
Engineer V	225
Engineer IV	195
Engineer III	160
Engineer I/II	125
Resource Planner V	190
Resource Planner IV	165
Resource Planner III	135
Resource Planner I/II	110
Engineering Technician IV	170
Engineering Technician III	150
Engineering Technician I/II	110
CAD II	135
CAD I	110
GIS Specialist IV	165
GIS Specialist III	155
GIS Specialist I/II	105
Environmental Resource Specialist V	180
Environmental Resource Specialist IV	160
Environmental Resource Specialist III	135
Environmental Resource Specialist I/II	110
Environmental Resource Technician	105
Administrative	90
Engineering Intern	60
Information Technician I/II	90

*\*Charges include overhead and profit*

Direct Costs	
Outside copies, messenger, delivery services, mileage	Cost + 12%

*Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2024.*



1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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

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

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

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

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

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

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

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

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

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

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

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

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

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

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this

limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

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

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

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

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

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer

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

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

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

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

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

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of

construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

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

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

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

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

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

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or

disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

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

February 23, 2010-INDIANA

RESOLUTION NO. 24-R- 0605

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF  
BAKER TILLY FOR MUNICIPAL BOND REPORTING SERVICES

Whereas, The Commission desires to employ Baker Tilly Municipal Advisors, LLC (the "Contractor") project financing advice for the Elkhart Opportunity Fund, LLC (EOZ) project in the River District and the Parkway at 17 (Parkway) project, as outlined in attached Engagement Letter and Appendices thereto presented to and reviewed by the Commission (the "Agreement"); and

Whereas, the Commission has reviewed the Services to be performed in accordance with the proposed Agreements and believes it is in the best interest of the City and its inhabitants that the Contractor be employed to provide the Services described therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of the Contractor to provide the Services described in the Agreement.
2. The Commission approves the form and content of the Agreement and all attachments and appendices thereto.
3. The Commission approves the Fee arrangements specified in the Agreement, and authorizes payment of the EOZ fees incurred from the Downtown Elkhart Allocation Area 4 and 5 and SF Housing Allocation Area No. 6 Special Funds, and the Parkway fees incurred from the Parkway at 17 Allocation Area Special Fund.
4. The Commission authorizes its officers to execute and deliver the Agreement and to do all acts which they deem necessary and desirable to carry out the terms and obligations contemplated therein.

ADOPTED BY MAJORITY VOTE THIS 10th DAY OF SEPTEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary

**RE: Debt Issuance, Continuing Disclosure - 2023 ED FS River District**

**DATE: July 18, 2024**

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Elkhart Redevelopment Commission (the Client) and Baker Tilly Advisory Group, LP (BTAG) and relates to services to be provided by both BTAG and Baker Tilly Municipal Advisors, LLC (BTMA), collectively (Baker Tilly).

### **SCOPE OF WORK**

BTMA agrees to furnish and perform the following services for the Client.

#### **A. General Municipal Advisory Services**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

#### **B. Securities Issuance**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the issuance (the Debt Obligation).
2. Assist the Client in determining an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement.)

3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.
5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and aid in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post -issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project, and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

**BTAG agrees to furnish and perform the following services for the Client.**

**C. Continuing Disclosure Services**

BTAG will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations (CDU) that the Client will execute upon settlement. Annually, the Firm will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTAG shall do the following:

1. Preparation and filing of annual reporting

The Client will provide BTAG with the executed CDU, including any master or supplemental CDUs.

BTAG will:

- a) Identify the Client's reporting obligations, assist, as needed, with any necessary operating data, and file any required annual report and financial statements, including the audit if available, as provided for in each CDU for the reporting period;
- b) Provide to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access System (EMMA), the annual information required under each respective CDU;
- c) Provide additional reporting to purchasers, as set forth in bond related agreements; and
- d) If not filed at the time of the annual report, file the audit as set forth in the CDU.

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTAG will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence. Client will notify BTAG as soon as possible when they believe a reportable event has or may have occurred to enable BTAG to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTAG of the potential occurrence of a Reportable Event.

3. Compliance Check

- a) At the time that BTAG conducts services annually under item 1, BTAG will update the compliance check.
- b) If a deficiency is found and the bonds remain outstanding at the time of BTAG's compliance check, BTAG will prepare any necessary reporting or notices to meet the CDU obligations. BTAG will provide the Client with documentation that the EMMA filing has occurred.

4. Other post issuance services (Upon Request)

If requested, BTAG will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, rating surveillance support, and debt management.

Client agrees to provide BTAG with the audit and accurate information with respect to the annual report in a timely manner and to fully disclose to BTAG any Reportable Events as they occur.

**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  
12/1/2023

Title	Hourly Rate
Partners / Principals / Directors	\$400 - \$600
Managers / Senior Managers	\$275 - \$400
Consultants / Analysts / Senior Consultants	\$175 - \$275
Support / Paraprofessionals / Interns	\$110 - \$175



*\*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 by Baker Tilly except for direct, project-related expenses such as travel costs and charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity@.

## **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

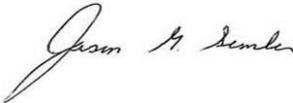
This Scope Appendix will terminate according to the terms of the Engagement Letter.

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



**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: \_\_\_\_\_

**RE: Debt Issuance, Continuing Disclosure - 2024 Bonds (Parkway at 17 Project)**

**DATE: July 18, 2024**

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 (BTAG) and relates to services to be provided by both BTAG and Baker Tilly Municipal Advisors, LLC (BTMA), collectively (Baker Tilly).

### **SCOPE OF WORK**

BTMA agrees to furnish and perform the following services for the Client.

#### **A. General Municipal Advisory Services**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

#### **B. Securities Issuance**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the issuance (the Debt Obligation).
2. Assist the Client in determining an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement.)

3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.
5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and aid in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post -issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project, and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

**BTAG agrees to furnish and perform the following services for the Client.**

**C. Continuing Disclosure Services**

BTAG will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations (CDU) that the Client will execute upon settlement. Annually, the Firm will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTAG shall do the following:

1. Preparation and filing of annual reporting

The Client will provide BTAG with the executed CDU, including any master or supplemental CDUs.

**SCOPE APPENDIX to  
Engagement Letter dated: July 18, 2024  
Between Elkhart Redevelopment Commission, Indiana and  
Baker Tilly Advisory Group, LP**

BTAG will:

- a) Identify the Client's reporting obligations, assist, as needed, with any necessary operating data, and file any required annual report and financial statements, including the audit if available, as provided for in each CDU for the reporting period;
- b) Provide to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access System (EMMA), the annual information required under each respective CDU;
- c) Provide additional reporting to purchasers, as set forth in bond related agreements; and
- d) If not filed at the time of the annual report, file the audit as set forth in the CDU.

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTAG will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence. Client will notify BTAG as soon as possible when they believe a reportable event has or may have occurred to enable BTAG to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTAG of the potential occurrence of a Reportable Event.

3. Compliance Check

- a) At the time that BTAG conducts services annually under item 1, BTAG will update the compliance check.
- b) If a deficiency is found and the bonds remain outstanding at the time of BTAG's compliance check, BTAG will prepare any necessary reporting or notices to meet the CDU obligations. BTAG will provide the Client with documentation that the EMMA filing has occurred.

4. Other post issuance services (Upon Request)

If requested, BTAG will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, rating surveillance support, and debt management.

Client agrees to provide BTAG with the audit and accurate information with respect to the annual report in a timely manner and to fully disclose to BTAG any Reportable Events as they occur.

**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  
12/1/2023

Title	Hourly Rate
Partners / Principals / Directors	\$400 - \$600
Managers / Senior Managers	\$275 - \$400
Consultants / Analysts / Senior Consultants	\$175 - \$275
Support / Paraprofessionals / Interns	\$110 - \$175



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Engagement Letter dated: July 18, 2024  
Between Elkhart Redevelopment Commission, Indiana and  
Baker Tilly Advisory Group, LP**

*\*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 by Baker Tilly except for direct, project-related expenses such as travel costs and charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®.

## **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

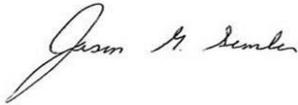
This Scope Appendix will terminate according to the terms of the Engagement Letter.

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



**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: \_\_\_\_\_



Baker Tilly Advisory Group, LP  
8365 Keystone Crossing, Suite 300  
Indianapolis, IN 46240  
United States of America

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

July 18, 2024

Elkhart Redevelopment Commission  
Mr. Mrs. First Lastname, Mayor  
229 South Second Street  
Elkhart, IN 46516

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 Elkhart Redevelopment Commission, Indiana (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.

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.

### **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 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.

### **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

### **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.

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

The Firm 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.

Mr. Mrs. First Lastname, Mayor  
Elkhart Redevelopment Commission

July 18, 2024  
Page 5

**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.

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.

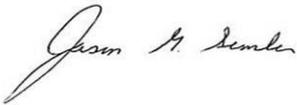
Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

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



**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](http://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.

RESOLUTION NO. 24-R- 0606

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF  
ELKHART, INDIANA, GRANTING ACCESS TO REAL ESTATE AT 138-4  
WOODLAND CROSSING

WHEREAS, The Commission has received a request from Great Lakes Mennonite Thrift, Inc. for right of access over and upon a portion of the Commission's property at 138-4 Woodland Crossing Shopping Center to store inventory and personal property; 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 for the period and on the terms stated therein.
2. The Commission approves the form and terms of the 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 10<sup>TH</sup>  
DAY OF SEPTEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary

## ACCESS AGREEMENT (138-4 Woodland Crossing)

This Agreement is made by the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, (“City”) and Great Lakes Mennonite Thrift, Inc. dba Thrift @ Woodland Crossing (“Thrift”) effective as of September \_\_\_\_, 2024.

WHEREAS, Thrift has asked to used the vacant space at the back of space 138-4 in Woodland Crossing Shopping Center (the (“Property”) for temporary inventory storage for a 6 month period; and

WHEREAS, City agrees to allow Thrift access to the Property, at no charge, for the sole purpose of storing its inventory and personal property for a period of 6 months from the date hereon, or less in the event the City finds a Tenant for the Property, on the following terms.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties agree as follows:

1. The City grants Thrift the right to access the Property through \_\_\_\_\_, 2025, to store its inventory and personal property, all at Thrift’s sole cost and expense. Any personal property left on site after \_\_\_\_\_, 2025, shall be deemed of no value and may be removed and trashed or destroyed by the City as part of its demolition process or otherwise.
2. Thrift and its agents will not cause any permanent damage to the Property nor leave any materials or debris on the Property during its period of access, and will leave it in a clean and sightly condition at the expiration of the access period.
3. Thrift agrees that it will vacate the Property and remove its inventory and personal property therefrom within 10 days of receipt of written notice from the City that the Property has been leased to a third party.
4. Thrift will provide City proof of public liability and property damage insurance coverage, both in amounts deemed adequate by City, to cover any risks to persons and property associated with Thrift’s access of the Property. Thrift shall name City as an additional insured on all such insurance policies. Thrift agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from its access of the Property and the actions of Thrift and its agents thereon.
5. Thrift will abide by all applicable laws and regulations applicable to the use of the Property, and will maintain the Property in a clean and sightly condition during the 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**

**Great Lakes Mennonite Thrift, Inc.**

By: \_\_\_\_\_  
Sandra Schreiber, President  
Elkhart Redevelopment Commission

By: James Yoder  
James Yoder, Board Chairperson  
Great Lakes Mennonite Thrift, Inc.