



**AMENDED**

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING  
MUNICIPAL BUILDING (2<sup>ND</sup> FLOOR), COUNCIL CHAMBERS  
TUESDAY, MAY 13, 2025 at 4:00 P.M.

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

To join, go

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

enter **2319 619 9462** as the event number and **RDC5** as the event password.

To join by phone, call 1-415-655-0001, enter **2319 619 9462##**

*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. Amendment to the Agenda
3. Approval of Minutes
  - April 8, 2025, Regular Meeting Minutes
  - April 29, 2025, Special Meeting Minutes
  - May 6, 2025, Special Meeting Minutes
4. New Business
  - a) Open Bids
  - b) Public Hearing and Confirmatory Resolution for Allocation Area 7
  - c) Public Hearing and Confirmatory Resolution for Allocation Area 8
  - d) Confirmatory Resolution for Cassopolis Corridor and Downtown Area plan

- e) **234 St. Joe Offer Acceptance**
- f) **River Greenway behind York Woods Apartments**
  - Approve Riverwalk repair project and appropriate \$55,000 from Downtown Allocation Area No. 1 Special Fund to cover the cost of repairs.
- g) **Woodland Crossing Demo Contract**
  - Award demo bid to Ancon Construction and appropriate \$148,917 from the Woodland Crossing Operations Fund to cover the cost of demolition.
- h) **Woodland Crossing 2025 NEVO Proposal 2025**
  - Approve Neighborhood Evolutions contract for services outlined in proposal and appropriate funds from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund to cover the cost of additional services.
- i) **Woodland Parking Lot Sweeping Contract**
  - Approve Woodland Crossing service contract with Best Sweep Specialist for parking lot sweeping and use CAM Budget funds to pay for these services.
- j) **Woodland Landscape Maintenance Contract**
  - Approve M.A.A.C. Properties Services for landscaping maintenance at Woodland Crossing and appropriate funds from Woodland Crossing Operations account.

5. **Staff Updates**

6. **Other Business**

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

9. **Public Comment**

10. **Adjournment**



REGULAR MEETING  
ELKHART REDEVELOPMENT COMMISSION  
LOCATION: CITY HALL, 2<sup>ND</sup>. FLOOR, COUNCIL CHAMBERS  
Tuesday, April 8, 2025  
4:00 p.m.

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PRESENT: Sandi Schreiber, Wes Steffen, Willie Brown, Luke Lefever, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Jacob Wolgamood, and Drew Wynes

PRESENT BY WEBEX: Chris Pottratz and Lewis Anne Deputy

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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 4:01 p.m. by Ms. Schreiber, President.

APPROVAL OF MEETING MINUTES

Ms. Schreiber asked for a motion to approve the March 11, 2025, Regular Meeting Minutes. Moved by Mr. Brown. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. OPENING OF BIDS

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

B. RESIDENTIAL HOUSING DEVELOPMENT PROGRAM PUBLIC HEARING

Ms. Schreiber opened the public hearing for the residential housing development program. Mr. Mike Huber addressed the commission and answered questions. With no comments or questions from the public, Ms. Schreiber closed the public hearing.

C. BOULDER RUN DECLARATORY RESOLUTION

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to adopt the resolution as presented which designates and declares the Boulder Run Economic Development Area, creates the area, proves an economic development area of residential

housing development program and plan, and establishes the allocation areas for the purpose of tax increment financing all is set forth in the resolution. Moved by Mr. Brown. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

#### D. GARRISON FRAZIER REVISED DEVELOPMENT AGREEMENT

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the sale of the real estate described in the development agreement at a not to exceed price of \$750,000 and approve the terms and conditions of the agreement as attached, authorizing the president, and in her absence the vice-president, to approve any revision deemed appropriate that are consistent with the intent of the parties authorizing the execution of the agreement. Moved by Mr. Lefever. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

#### E. AWARD EAST WINDSOR AVE AND CASSOPOLIS ST PEDESTRIAN ACCESS AND LIGHTING DESIGN AND ENGINEERING PROJECT BID

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to award the contract to Dancer, Harner and Associates, Inc. at a not to exceed fee of \$66,800, approve the final contract forms attached, authorize for execution and appropriate \$66,800 from Cassopolis Corridor Economic Development Area Allocation Area Special fund. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

#### F. 420 SOUTH SECOND ST ELECTRICAL REPAIR INVOICE

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the electrical repairs performed at the property (420 South Second Street) by Herrman & Goetz, Inc. (H&G) at the cost of \$2,092.08 and appropriate that sum from the Downtown Allocation Area Number One Special Fund. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

#### G. 230 POTTAWATTOMI USE PERMISSION

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the request for access to the property designated on the agreement, approve the form of agreement, and authorize its execution for the purpose of having a garden at 230 Pottawattomi Drive. Moved by Mr. Brown. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

#### H. BAKER TILLY SERVICE AGREEMENTS

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Baker Tilly Municipal Advisors, LLC, to provide the services described in the three agreements, approve the form and content of the agreements and all attachments there to, all to be paid in accordance with the fee arrangements specified in the agreements from bond proceeds. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

#### I. MIKE KEEN LEASE AGREEMENT EXTENSION

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to ratify and approve the extension of the listing contract for an initial six-month term to expire on October 31, 2025, and approve the addendum submitted. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

#### J. WOODLAND CROSSING SURVEY SERVICES FROM JPR

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Jones Petrie Rafinski Corp. (JPR) to provide the services set forth in the proposal and appropriate \$34,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Special Fund to pay for those services. Moved by Mr. Lefever. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

#### K. LIFELINE YOUTH MINISTRIES ACCESS AGREEMENT FOR WOODLAND CROSSING (154 W HIVELY)

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the request of Lifeline to access the property at 154 West Hively (Woodland Crossing) as set forth in the attached agreement and approve the form and content of that agreement. Moved by Mr. Brown. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

#### L. WOODLAND CROSSING CAM AMENDED BUDGET FOR 2025

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the amended 2025 CAM budget for Woodland Crossing. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

#### M. WOODLAND CROSSING RFQ FOR BIG LOTS ASBESTOS REMOVAL AND SPACE DEMOLITION

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to authorize the release of requests for quotes for the Big Lots asbestos removal and interior demolition work. Moved by Mr. Brown. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

#### STAFF UPDATES

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

- **Allocation Area 7 and Allocation Area 8** – The Planning Commission and City Council adopted and affirmed the Redevelopment Commission's declaratory resolutions related to Allocation Area 7 and Allocation Area 8 and the amendment to the Downtown and Cassopolis Street plans to create the flexibility to do structured and surface parking improvements in those two districts.

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice for the sum of \$25,990.41. Moved by Mr. Brown. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

PUBLIC COMMENT

No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:27 p.m.

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Sandra Schreiber, President



**City of Elkhart**  
*Redevelopment Commission*

Elkhart Redevelopment Commission  
Pre-Agenda Meeting Summary  
For April 4, 2025

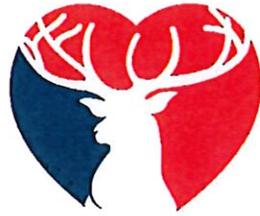
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PRESENT: Sandi Schreiber, Gary Boyn, Dina Harris, Willie Brown, Wes Steffen, Mike Huber, Sherry Weber, Jacob Wolgamood, Mary Kaczka, Hollie Carlson, and Drew Wynes

PRESENT BY WEBEX: Chris Pottratz

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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 April 8, 2025.



City of Elkhart  
*Redevelopment Commission*

SPECIAL MEETING  
ELKHART REDEVELOPMENT COMMISSION  
LOCATION: ANNEX BUILDING CONFERENCE ROOM  
Tuesday, April 29, 2025  
4:00 p.m.

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PRESENT: Dina Harris, Sandi Schreiber, Wes Steffen, Luke Lefever, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Jacob Wolgamood, Mary Kaczke and Joshua Hofer

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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 4:06 p.m. by Ms. Schreiber, President.

NEW BUSINESS

A. BIG LOTS ASBESTOS REMOVAL PROPOSAL

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve Specialty Systems of South Bend, Inc. proposal for asbestos removal at Woodland Crossing and appropriate \$98,670 from the Woodland Crossing Operating fund to cover these services. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

PUBLIC COMMENT

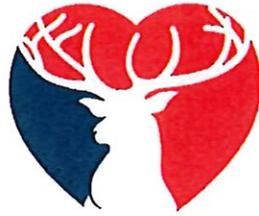
No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Steffen. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:14 p.m.

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Sandra Schreiber, President



City of Elkhart  
*Redevelopment Commission*

SPECIAL MEETING  
ELKHART REDEVELOPMENT COMMISSION  
LOCATION: ANNEX BUILDING CONFERENCE ROOM  
Tuesday, May 6, 2025  
4:30 p.m.

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PRESENT: Willie Brown, Dina Harris, Sandi Schreiber, Wes Steffen, Luke Lefever, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, and Mary Kaczka

WEBEX: Chri Pottratz and Mary Lou Timmons

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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 4:30 p.m. by Ms. Schreiber, President.

NEW BUSINESS

A. PUBLIC HEARING

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber opened the public hearing on the amendment to the Development Plan for the Cassopolis Street Corridor Economic Development Area. With no comments or questions from the public, Ms. Schreiber closed the public hearing.

PUBLIC COMMENT

No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:32 p.m.

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Sandra Schreiber, President

## NOTICE OF PUBLIC HEARING OF THE CITY OF ELKHART

### REDEVELOPMENT COMMISSION

Notice is hereby given that the City of Elkhart Redevelopment Commission (the "Commission"), being the governing body of the City of Elkhart Department of Redevelopment (the "Department"), on March 11, 2025, adopted its Resolution No. 25-R-025 (the "Amending Declaratory Resolution") making certain proposed amendments to the declaratory resolution and redevelopment plan (the "Plan") for the Downtown Urban Renewal Area (the "Urban Renewal Area") (the "Amendments"). The Amendments incorporate into the Plan certain new projects to be financed under the Plan, remove parcels from Allocation Area No. 1 as described in the Amending Declaratory Resolution to create the Downtown Elkhart Allocation Area No. 7, located within the Urban Renewal Area, and designate such area as a separate allocation area.

The Commission will conduct a public hearing on May 13, 2025, at 4:00 p.m. (local time), in the Council Chambers located on the 2<sup>nd</sup> floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana, to receive and hear remonstrances and objections from all persons interested in or affected by the Amending Declaratory Resolution, and the Amendments. At the public hearing, the Commission will also determine whether the proposed Amendments are reasonable and appropriate when considered in relation to the Plan and the purposes of IC 36-7-14, and whether the Plan, with the proposed Amendments, conforms to the comprehensive plan for the City. After considering this evidence, the Commission will take final action by either confirming, modifying and confirming, or rescinding the Amending Declaratory Resolution.

A detailed description of the proposed Amending Declaratory Resolution and Amendments can be inspected at the office of the Department, located at 201 South Second Street, Elkhart, Indiana 46516.

CITY OF ELKHART REDEVELOPMENT COMMISSION

Sandra Schreiber, President

[NOTE: To be published one time in *The Elkhart Truth*, and filed (i) in the office of the plan commission, board of zoning appeals, works board, park board, and building commissioner and any other department, body, or officers of the county having to do with planning, variances from zoning ordinances, land use, or the issuance of building permits, and (ii) (along with the tax impact statement) with each taxing unit located in the new allocation areas, on or before April 25, 2025.]

## NOTICE OF PUBLIC HEARING OF THE CITY OF ELKHART

### REDEVELOPMENT COMMISSION

Notice is hereby given that the City of Elkhart Redevelopment Commission (the "Commission"), being the governing body of the City of Elkhart Department of Redevelopment (the "Department"), on March 11, 2025, adopted its Resolution No. 25-R-026 (the "Amending Declaratory Resolution") making certain proposed amendments to the declaratory resolution and redevelopment plan (the "Plan") for the Downtown Urban Renewal Area (the "Urban Renewal Area") (the "Amendments"). The Amendments incorporate into the Plan certain new projects to be financed under the Plan, remove parcels from Allocation Area No. 1 as described in the Amending Declaratory Resolution to create the Downtown Elkhart Allocation Area No. 8, located within the Urban Renewal Area, and designate such area as a separate allocation area.

The Commission will conduct a public hearing on May 13, 2025, at 4:00 p.m. (local time), in the Council Chambers located on the 2<sup>nd</sup> floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana, to receive and hear remonstrances and objections from all persons interested in or affected by the Amending Declaratory Resolution, and the Amendments. At the public hearing, the Commission will also determine whether the proposed Amendments are reasonable and appropriate when considered in relation to the Plan and the purposes of IC 36-7-14, and whether the Plan, with the proposed Amendments, conforms to the comprehensive plan for the City. After considering this evidence, the Commission will take final action by either confirming, modifying and confirming, or rescinding the Amending Declaratory Resolution.

A detailed description of the proposed Amending Declaratory Resolution and Amendments can be inspected at the office of the Department, located at 201 South Second Street, Elkhart, Indiana 46516.

CITY OF ELKHART REDEVELOPMENT COMMISSION

Sandra Schreiber, President

[NOTE: To be published one time in *The Elkhart Truth*, and filed (i) in the office of the plan commission, board of zoning appeals, works board, park board, and building commissioner and any other department, body, or officers of the county having to do with planning, variances from zoning ordinances, land use, or the issuance of building permits, and (ii) (along with the tax impact statement) with each taxing unit located in the new allocation areas, on or before April 25, 2025.]

**NOTICE OF PUBLIC HEARING  
CONCERNING THE AMENDMENT TO THE DEVELOPMENT PLAN FOR THE  
CASSOPOLIS STREET CORRIDOR ECONOMIC DEVELOPMENT AREA**

Notice is hereby given that the City of Elkhart, Indiana, Redevelopment Commission (the "Commission"), governing body of the City of Elkhart, Indiana, Department of Redevelopment (the "Department") and the Redevelopment District of the City of Elkhart, Indiana (the "Redevelopment District"), on March 11, 2025, adopted its resolution 25-R-022 (the "Resolution") amending the development plan for the Downtown Urban Renewal Area and the Cassopolis Street Corridor Economic Development Area (the "Area").

The Elkhart City Plan Commission on April 7, 2025, adopted a resolution approving the Resolution and the Amendment to the Plans and determining that the Resolution and the Plans as amended conform to the plan of development for the City.

The Common Council of the City on April 21, 2025, adopted a resolution approving the resolution of the Elkhart City Plan Commission, the Plan and approving the 2025 Amendment to the Area Plan.

Notice is further given that on May 6, 2025, at 4:00 p.m., Local Time, in the City Council Chambers, Municipal Building, 229 S. Second Street, 2<sup>nd</sup> Floor, Elkhart, Indiana, the Commission will conduct a public hearing to receive and hear remonstrances and objections from persons interested in or affected by these proceedings pertaining to the 2025 Amendment to the Plans, to determine the public utility and benefit of the proposed amendment, and to confirm, modify or rescind the Resolution.

Maps and plats of the Area have been prepared and can be inspected, along with the aforesaid Declaratory Resolution, in the office of the Department of Community and Redevelopment, 201 S. Second Street, Elkhart, Indiana.

CITY OF ELKHART, INDIANA  
REDEVELOPMENT COMMISSION  
Sandra Scheiber, President

**[To be published one time no earlier than April 22 nor later than April 25, 2025, in the  
*Elkhart Truth.*]**

RESOLUTION NO. 25-R-\_\_\_\_\_

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROPRIATING FUNDS FOR RIVERWALK REPAIRS

WHEREAS, the Commission desires to replace a portion of the Riverwalk concrete path as shown on the attached drawing at an estimated cost of \$46,160 (the "Project"); and

WHEREAS, the staff has recommended an appropriation of \$55,000 be approved to fund the Project, which includes a contingency to cover unexpected costs, to enable Development Services and the Board of Public Works to schedule the work; and

Whereas, the Commission believes it will be in the best interest of the citizens of Elkhart and of the Downtown Urban Renewal Area to appropriate the funds necessary to complete the Project.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Project and appropriates the sum of \$55,000.00 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the repairs.
2. The Board of Public Works is requested and authorized to manage the Project on behalf of the Commission with the assistance of City Development Services and the Engineering Department.
3. The appropriation shall continue until the completion of the Project. Any surplus shall be credited to the proper fund as provided by law.

ADOPTED by majority vote of the Redevelopment Commission at a public meeting held on the 13<sup>th</sup> day of May 2025.

ELKHART REDEVELOPMENT COMMISSION

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

ATTEST:

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

## Community and Redevelopment

# Memo

To: Redevelopment Commission Members  
From: Jacob Wolgamood  
Date: 4/29/2025  
Re: River Greenway Repair

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Development Services is requesting permission to fund repairs to a section of the River Greenway located adjacent to York Woods apartments and the Elkhart River.

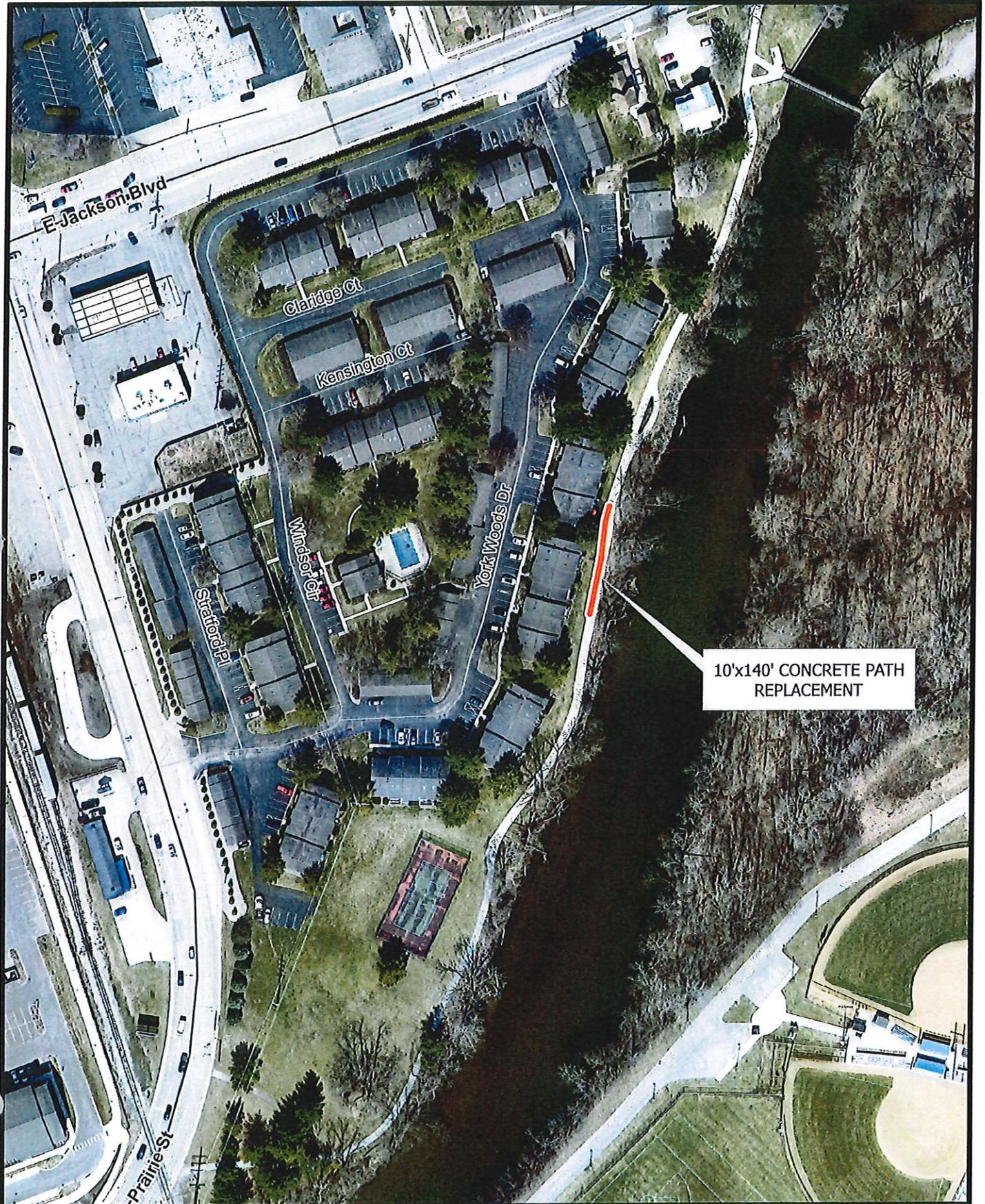
A representative from York Woods contacted the city's Buildings and Grounds department about a section of the trail that has experienced extensive damage and is becoming unsafe. The 10' wide by 140' long concrete section has been an issue for a few years due to its location along the bank of the Elkhart River and the construction techniques used.

The Engineering Department at Public Works has provided a construction plan and a cost estimate to repair the damaged section with reinforced steel and thickened concrete sections. The cost estimate for construction is \$46,160.

We are requesting the Redevelopment Commission allow Development Services to partner with Public Works to fund repairs to the River Greenway. The city's Engineering Department will oversee all construction activities. Costs for construction to be allocated from the Downtown TIF.



# CONCRETE PATH REPLACEMENT



10'x140' CONCRETE PATH REPLACEMENT

CITY OF ELKHART						
Yorkwoods Concrete Path Replacement						
ITEMIZED PROPOSAL						
ON-CALL CONSTRUCTION BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST	TOTAL COST
2. B-1.	Full Depth Pavement Removal	156	SY	\$105.00	\$16,380.00	
3. A-1.	6"x18" Straight Curb (Thickened edge, one side)	140	LF	\$40.00	\$5,600.00	
4. B-3.	6" Concrete Pavement	156	SY	\$155.00	\$24,180.00	
						\$46,160.00
<b>TOTAL = \$46,160</b>						

RESOLUTION NO. 25-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,  
INDIANA, AWARDING BID AND APPROVING CONTRACT FOR DEMOLITION SERVICES

Whereas, The Commission owns the real estate 224 W. Hively in the City of Elkhart formerly occupied by Big Lots (the "Real Estate") and has received quotes for the demolition of certain improvements located thereon; and

Whereas, Staff has determined that the lowest and most responsive bid was submitted by Ancon Construction ("Ancon") and has recommended that bid be accepted and the Contract for Demolition (the "Contract") be awarded to Ancon; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Contract be awarded as proposed, and the funds appropriated to pay the cost of the services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission awards the Contract to Ancon to perform the demolition services on the Real Estate at a cost of \$148,917.00 in accordance with the Proposal attached hereto.
2. The Commission appropriates the sum of \$148,917.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of the demolition services.
3. The Officers of the Commission are authorized and directed to execute and deliver the Contract for Demolition Services and such other Agreements as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF May 2025.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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



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

**WOODLAND CROSSING BIG LOTS DEMOLITION PROPOSAL**

May 7, 2025

<b>Contact:</b>	<b>Owner:</b>
Mary Kaczka	City of Elkhart
City of Elkhart	201 S. Second Street
(574) 322-4472	Elkhart, IN 46516
Mary.kaczka@coel.org	

<b>Quote Number:</b>	250036
<b>Project Name:</b>	Woodland Crossing Big Lots Demolition
<b>Project Address:</b>	224 W Hively Avenue Elkhart, IN 46516

Ancon Construction is pleased to present this proposal for the scope of work described below:

**Demolition**

Note: Scope of work based upon WBK Engineering drawings titled "Elkhart Woodland Crossing Mall" pages AD001, AD002, and AD003. Construction documents for future tenant plans were not available for this proposal and are excluded from consideration.

- ♣ Remove and dispose of approximately 17,400 sq. ft. of existing acoustical ceiling tile and grid.
- ♣ Remove and dispose of approximately 2,000 sq. ft. of metal stud walls with 5/8 gypsum board.
- ♣ Remove and dispose of concrete masonry unit walls.
- ♣ Remove and dispose of (20) doors, (12) 3070 hollow metal door frames, and (4) 6070 hollow metal door frames.
- ♣ Remove and dispose of remaining retail materials observed and photographed in the existing structure including shopping carts, conveyer belt, (3) portable retail racks, (2) sections of racking, wood pallets, (3) bulletin boards, 4-5 gaylord boxes of trash, microwave, refrigerator, pallet of boxes, folding table, desk, computer, (2) chairs, 6 wide x 5 tall small metal lockers, computer racking, metal safe, printer, (2) wall mounted tables, wall mounted metal shelving.
- ♣ Remove and dispose of dock leveler.
- ♣ Remove and dispose of toilet accessories in restrooms.
- ♣ Remove and dispose of wood joist ceiling above concrete masonry unit walls.
- ♣ Remove and dispose of soffit above rear door in tenant space.

**Electrical Demolition**

- ♣ Remove and dispose of all branch circuitry and conduits.
  - Excludes circuits that feed rooftop units, emergency lighting, and temporary lighting.
- ♣ Remove and dispose of all light fixtures and devices.
  - Excludes emergency lighting.
  - Reinstall existing fixtures to building steel as needed for temporary lighting.
  - Demolish and dispose of any remaining fixtures.
- ♣ Remove and dispose of all sub-panels.
  - Excludes sub-panels that feed rooftop units, emergency lighting, and temporary lighting.
- ♣ Remove and dispose of all telecommunication and security systems.
- ♣ Remove and dispose of existing fire alarm system.
  - Electrical contractor to relocate all fire alarm devices back up to building steel if active.

**Mechanical/Plumbing Demolition**

- ✦ Remove and dispose of existing plumbing fixtures.
- ✦ Remove and dispose of existing plumbing piping.
- ✦ Remove and dispose of (1) unit heater.
- ✦ Remove and dispose of existing mechanical equipment in the mechanical room.
- ✦ Remove and dispose of associated piping in mechanical room.
- ✦ Remove and dispose of existing ductwork from existing rooftop units.

**Roofing**

- ✦ Patch hole from removal of unit heater with plywood, install insulation and Duro-Last Membrane per manufacturer's specifications.

**BASE AMOUNT: \$148,917.00**

**Alternate #1A – Removal of (4) RTUs per prints and install watertight roof curb caps**

- ✦ Remove and dispose of (4) electrical connections and branch circuitry back to source of supply.
- ✦ Remove and dispose of (4) rooftop units.
- ✦ Provide and install (4) watertight roof curb caps.

**ADD: \$13,629.00**

**Alternate #1B – Removal of additional (4) RTUs per prints description and patch roof with plywood**

- ✦ Remove and dispose of (4) electrical connections and branch circuitry back to source of supply.
- ✦ Remove and dispose of (4) rooftop units.
- ✦ Provide and install plywood
- ✦ Provide and install Duro-Guard ISO
- ✦ Provide and install Duro-Tuff 60mil PVC Membrane
- ✦ Hand weld membrane

**ADD: \$22,065.00**

**Alternate #2A – Removal of additional (3) RTUs per prints description and install watertight roof curb caps**

- ✦ Remove and dispose of (3) electrical connections and branch circuitry back to source of supply.
- ✦ Remove and dispose of (1) sub-panel and sub-feeders located in mechanical room.
- ✦ Remove and dispose of (3) rooftop units.
- ✦ Provide and install (3) watertight roof curb caps.

**ADD: \$13,370.00**

**Alternate #2B – Removal of additional (3) RTUs per prints description and patch roof with plywood**

- ✦ Remove and dispose of (3) electrical connections and branch circuitry back to source of supply.
- ✦ Remove and dispose of (1) sub-panel and sub-feeders located in mechanical room.
- ✦ Remove and dispose of (3) rooftop units.
- ✦ Provide and install plywood.
- ✦ Provide and install Duro-Guard ISO
- ✦ Provide and install Duro-Tuff 60mil PVC Membrane
- ✦ Hand weld membrane

**ADD: \$20,315.00**

**CLARIFICATIONS & EXCLUSIONS**

- ⬆ Temporary utility fees are excluded.
- ⬆ Development and implementation of a waste management plan is excluded.
- ⬆ Dust barriers, covered trash containers, and air diffusers with HEPA filters are excluded.
- ⬆ Any additional or unforeseen requirements by state, federal, or local agencies are excluded.
- ⬆ Items not specifically mentioned in this proposal are excluded.
- ⬆ Additional costs related to unforeseen conditions arising from demo or renovation work are excluded.
- ⬆ Quote assumes normal working hours – weekend and overtime hours are not included.

**ACCEPTANCE**

Base Amount	\$ _____
Alternate #1A – Removal of (4) RTUs with curb caps	\$ _____
Alternate #1B – Removal of (4) RTUs and patch roof	\$ _____
Alternate #2A – Removal of (3) additional RTUs with curb caps	\$ _____
Alternate #2B – Removal of (3) additional RTUs and patch roof	\$ _____
<b>Total</b>	\$ _____

**TERMS**

*Billing.* For projects lasting less than 30 days, balance due upon completion. For projects lasting longer than 30 days, monthly invoices will be submitted for the work complete in the month the invoice covers. Payments are due 30 days from the date noted on the invoice. A finance charge of 1.5% per month will be added on accounts more than 30 days past due. *Warranty.* Ancon Construction warrants all workmanship to be free from defects, excluding normal wear and tear, for a period of (1) year from the date of completion. *Workmanship.* Standards of workmanship will exceed the minimum standard for the industry. All work shall be conducted with care and professionalism, in accordance with the materials manufacturer's recommendations and accepted best practices. *Change Orders.* Any deviation from the scope of work defined in this proposal that is requested by the owner may be executed only upon written orders and will result in additional costs. *Safety.* Ancon Construction has a model safety policy that is strictly enforced. Anyone not complying with Ancon's safety requirements will be removed from the jobsite. All Ancon Construction regulations and State and Federal OSHA regulations are to be followed at all times. The highest standard always prevails. *Insurance.* Ancon Construction will provide the proper contractor's general liability and property damage insurance with umbrella limits of \$2,000,000.00 and workman's compensation insurance to statutory limits. Subcontractors providing construction services on this project will be required to supply a certificate of insurance coverage equal to the general contractor.

**Ancon Signature**

*This proposal may be withdrawn by Ancon if not accepted within 30 days of the proposal date.*



Carlyn McClelland  
Project Manager

**Owner Signature**

*The prices, specifications, and conditions of this proposal are satisfactory and are hereby accepted. Ancon Construction is authorized to perform the work as specified. Payment will be made as outlined above.*

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

RESOLUTION NO. 25-R-\_\_\_\_\_

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

Whereas, The Commission has received and reviewed the attached Agreement for Professional Services (the "Contract for Services") to be performed by Neighborhood Evolution, LLC ("NEVO") to provide services to create a process for development of underutilized properties in South Central Elkhart as described in the Contract for Services (the "Services"); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of NEVO at a fee not to exceed \$171,000.00 to perform the Services.
2. The Commission approves the form of Contract for Services attached hereto, and authorizes its execution.
3. The Commission appropriates \$85,500.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area ("Consolidated TIF") Special Fund to cover the cost of the Part 1 Services and \$40,500.00 from the Consolidated TIF and \$45,000.00 from the Woodland Operations Special Account to cover the cost of the Part 2 Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 13th DAY OF MAY 2025.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

**CITY OF ELKHART, INDIANA**  
**STANDARD FORM OF AGREEMENT**  
**FOR PROFESSIONAL SERVICES**  
**(Edition 2020)**

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

<u>For the following Project: ("Project").</u>
Woodland Crossing 2025 Scope Extension for Implementation Support

City and Consultant agree as follows:

**ARTICLE 1- SERVICES OF CONSULTANT**

1.01 *Scope*

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

**ARTICLE 2 - CITY'S RESPONSIBILITIES**

2.01 *General*

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

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

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

**ARTICLE 3 -SCHEDULE FOR RENDERING SERVICES**

3.01 *Commencement*

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

### 3.02 *Time/or Completion*

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

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

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

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

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

## **ARTICLE 4 - INVOICES AND PAYMENTS**

### 4.01 *Invoices*

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

### 4.02 *Payments*

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

the withholding have been removed.

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

## **ARTICLE 5 - GENERAL CONSIDERATIONS**

### *5.01 Standards of Performance*

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

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

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

## **ARTICLE 6 - USE OF DOCUMENTS**

### *6.01 Use of Documents*

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

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

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

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

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

## 6.02 *Insurance*

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

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

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

## 6.03 *Suspension and Termination*

### A. *Suspension.*

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

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

### B. *Termination.*

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

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

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

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

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

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

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

#### 6.05 *Controlling Law*

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

#### 6.06 *Successors, Assigns, and Beneficiaries*

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

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

any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

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

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

#### 6.07 *Dispute Resolution*

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

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

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

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

#### 6.08 *Indemnification by Consultant*

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

## ARTICLE 7 – CONFLICT OF INTEREST

### 7.01 *Conflict of Interest*

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

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

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

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

### 7.02 *Miscellaneous Provisions*

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

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

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

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

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

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

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

## **ARTICLE 8 -E-VERIFY REQUIREMENT**

### **8.01 *Terms***

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

### **8.02 *Enrollment and Participation***

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

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

### **8.03 *Affidavit***

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

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

### **8.04 *Subcontractors***

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

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

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

### **8.05 *Employment of Unauthorized Aliens***

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

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

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

#### 8.06 *When E-Verify is not Required*

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

### **ARTICLE 9 - EXHIBITS AND SPECIAL PROVISIONS**

#### 9.01 *Exhibits Included*

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

#### 9.02 *Total Agreement*

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

#### 9.03 *Designated Representatives*

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

#### 9.04 *Suspension and Debarment*

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

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

9.05 *Investments in Iran*

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

9.06 *Title VI Notice*

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

*[signature page follows]*

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

**CITY**

**CONSULTANT**

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

Neighborhood Evolution LLC

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

By: \_\_\_\_\_  
Jim Kumon  
Title: Vice President of Neighborhood  
Evolution LLC

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

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

Attest: \_\_\_\_\_  
Clerk

Consultant License or  
Certification No.: \_\_\_\_\_  
State of: \_\_\_\_\_

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

Address for Giving Notices  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative

Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Designated Representative

Title: Jim Kumon, VP  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: [jkumon@electrichousing.com](mailto:jkumon@electrichousing.com)

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

**Consultant's Services**

**Neighborhood Evolution  
2025 Scope Extension for Implementation Support  
Woodland Crossing, Elkhart, Indiana**

**March 27, 2025**

This scope of work provides technical assistance to the City of Elkhart and its designees for the expansion and redevelopment of Woodland Crossing shopping center. The project will be staffed by Neighborhood Evolution Principles Jim Kumon and Monte Anderson, with support from Mike Keen, Bernice Radle and Mags Hawley for a duration of 9 months from April-December 2025.

**PART 1: Rezoning, Infrastructure and Housing Partnership Implementation**

The following scope outlines pre development owners representative services to orchestrate the master plan implementation strategy for surface and underground infrastructure and new vertical construction for housing and commercial spaces. This advisory role will manage consultants and facilitate conversations with city departments and community partners to create a timeline and coordination plan for creating the site condominium and future build out.

This includes tasks such as:

- Facilitate planning for site related third party utility installation, underground water and sewer lines, site condo map finalization, reallocation of land between lots 2 and 5 via new boundaries, and alignment of legal easements; new lot and block layout.
- Assist City in management of architecture and engineering team completing design documents for infrastructure installation and for subdivision of site into site condos.
- Create land development proformas by phase of buildout to determine land sales prices for site condos that will be building pads.
- Develop sample prototype building proformas for a typical for sale commercial building, a for sale rowhouse model, and a for rent 10-12 unit multifamily residential building, to match structures proposed by master plan phases. This includes sample sources and uses charts for for profit or non profit development models as applicable to each type.
- Oversee more detailed programming and concept design of new plazas and green spaces developed in the master plan, including budgeting for development, operations and program management.
- Create funding strategies for pre-development equity and potential loans needs for new construction building.
- Provide feedback to city on zoning language that will enable new uses on the site outside the base zone and ensure a physical urban design that will promote walkability and high quality spaces for people.

- Support strategic communications strategy by City in roll out of master plan concepts to the public and to potential stakeholders and development partner entities.
- Create cash flow analysis from new development revenues for TIF and/or other financial analysis over a 10 year period.
- Participating in weekly project management and coordination meetings, approximately 2 hours in duration.

Fee: \$85,500 - 9 Month Scope - \$9500 per month

## **PART 2: Commercial Repositioning and Asset Management**

The following scope outlines owners representative services to supervise leasing, property management and asset management for city owned properties in Woodland Crossing and to interface with projects in the adjacent mall surrounding. This advisory role will manage consultants and facilitate conversations with city departments and community partners to understand the physical, regulatory and financial constraints and opportunities focused on the existing commercial buildings of approximately 95,000 SF.

- Collaborate with anchor tenants to ensure continued compliance with covenants outlined in legal agreements and in the master plan.
- Reposition existing tenancies and 5 year forecast of income and expenses of future desired changes for the entire shopping center rentable space.
- Provide support to City in oversight of construction build out of former Big Lots suite as its broken down into smaller spaces.
- Assist leasing agent in devising strategies behind repositioning small scale vacant spaces (for suites already existing), including tenant improvement financing and construction management oversight to fill and occupy such suites.
- Review on at least a quarterly basis budgets and tasks for O&M, capital maintenance plan costs as they pertain to other capital improvements being made to the property.
- Working with partners to develop a welcoming ecosystem for new entrepreneurs and new businesses to seed new small spaces (retrofit and new).
- Assisting the city in filling out professional roles for the center in leasing, property management, maintenance and related services.
- Participating in bi-weekly leasing and asset management meetings

Fee: \$85,500 - 9 Month Scope - \$9500 per month

Total Fee: \$171,000

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

*Insurance*

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

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

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

**AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION**

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

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

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

EXECUTED on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed: Jim Kumon, Vice President

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

**CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN**

I, **Jim Kumon**, certify to the following:

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

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

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Jim Kumon, Vice President  
Neighborhood Evolution

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



**City of Elkhart, Indiana**

*the city with a heart*

## **Title VI Notice**

### Title VI Policy

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

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

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

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

Acceptance by Consultant

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

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Signed

Jim Kumon, Vice President  
Neighborhood Evolution

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Dated

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

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

RESOLUTION NO. 25-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING WOODLAND CROSSING SERVICE  
CONTRACT WITH BEST SWEEPING SPECIALIST

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 Best Sweeping Specialist ("Best") to provide sweeping services on the parking areas walks and corners in the common areas, which service includes the initial clean up plus weekly continuing service, as described in the attached Estimates; and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Best contract for Sweeping Services 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 13<sup>TH</sup> DAY OF MAY 2025.

CITY OF ELKHART REDEVELOPMENT COMMISSION

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

ATTEST:

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

**Best Sweeping Specialist**

311 S. 5th St.  
Goshen, IN 46528 US  
574-534-8024  
justin@bestsweeping.net



ESTIMATE # 1091  
DATE 03/25/2025

# Estimate

**ADDRESS**

Cressy-Woodland Crossing  
200 N Church St  
Suite 200  
Mishawaka, IN 46544

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

**P.O. NUMBER**

Woodland Crossing-154 W Hively

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Sweeping</b> Initial clean up-blow all walks and corners. Clean up snow melt/sand. Sweep all paved areas.	1	2,383.00	2,383.00
	<b>Sweeping</b> Initial clean up-dump haul away debris/dirt. Estimating 14 cu yards of dirt/sand/debris	1	1,500.00	1,500.00
TOTAL				<b>\$3,883.00</b>

Accepted By

Accepted Date

**Best Sweeping Specialist**

311 S. 5th St.  
Goshen, IN 46528 US  
574-534-8024  
justin@bestsweeping.net



# Estimate

ESTIMATE # 1092  
DATE 03/25/2025

**ADDRESS**

Cressy-Woodland Crossing  
200 N Church St  
Suite 200  
Mishawaka, IN 46544

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

---

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Sweeping</b> 1x week sweeping-Woodland Crossing	1	350.00	350.00
TOTAL				<b>\$350.00</b>

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Accepted By

Accepted Date

RESOLUTION NO. 25-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING WOODLAND CROSSING  
CONTRACT FOR LANDSCAPING SERVICES

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 M.A.A.C. Property Services ("MPS") to provide landscaping services on the common areas, as described in the attached Proposal; and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the MPS contract for Landscaping Services such services to be paid from the Woodland Operations Special Account (the "Operations Account").
2. The Commission appropriates \$16,684.64 from the Operations Account to cover the cost of the scheduled landscaping services described in the Proposal.
3. 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 13<sup>TH</sup> DAY OF MAY 2025.

CITY OF ELKHART REDEVELOPMENT COMMISSION

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

ATTEST:

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

Property Name Woodland Crossing  
 Address 154 W. Hively Avenue Elkhart, Indiana 46517

M.A.A.C. Properties Services, 2344 Yankee St,  
 P.O. Box 262, Niles, MI 49120

**MOW**

Per mow and trim (to include blowing of any clippings)	\$227.95 each
Per mow and trim (if bagging clippings)	n/a
Edging entire property	inc. in mowing

**FERTILIZER**

Per Applications (4)	\$675.50 per app
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**PRUNING**

Bushes (2/season)	\$826.00 each
Trees (2/season, including sucker removal)	inc. in above price

**SEASONAL**

Spring clean-up (to include replacement of foliage damaged by salt, replacement or seeding of grass damaged by salt)	\$455.90
Irrigation start-up and repairs	\$119 per system/\$119 per hour + materials
Fall clean-up (to include cut down of ornamentals, removal of leaves, last pruning if necessary)	\$683.85
Irrigation blow-out	\$119 per system

**WEEDING/MULCH**

Mulch cost/yr (installed) <b>NO MULCHING THIS SEASON (2025)</b>	\$3500/70 yards
Curb line treatment/weeding	\$28/gallon. 1 gallon min.
Bed treatment/weeding	\$478.00 each trip/10 trips

**MISCELLANEOUS**

Hourly rate (per man) for any service not specified above	\$59
Annual flower installation	N/A

## **Seasonal Cost**

7 equal payments - May 1, 2025 -  
November 30, 2025 (7 Months)

monthly amount \$

2,383.52

**\*\*Cressy Commercial Real Estate  
reserves the option to assume  
and self perform irrigation  
services with notice to  
contractor.**

Jamie Demitruk, [jdemitruk@cressy.com](mailto:jdemitruk@cressy.com)  
Property Manager  
O 574.485.1526 | D 574.876.0828

Rod Roberson  
Mayor

Michael Huber  
Director of Development Services



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

# Warrick & Boyn

## April 2025

### Invoice

## Total Current

## Work

# \$27,894.72



City of Elkhart

City of Elkhart

# Treasurers Report Summary

Date Range: 01/01/2025 - 03/31/2025

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	60,166.62	4,671.49	0.00	0.00	0.00	64,838.11	64,838.11	0.00
4445 - TIF DOWNTOWN ALLOCATION	6,011,171.42	0.00	1,081,418.81	0.00	0.00	4,929,752.61	4,929,752.61	0.00
4446 - TIF ALLOCATION PIERRE MOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	2,533,485.49	0.00	426.41	0.00	0.00	2,533,059.08	2,533,059.08	0.00
4449 - TIF ALLOCATION STERLING E	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4450 - TIF ALLOCATION CASS ST AR	14,568,408.12	0.00	1,164,010.14	0.00	0.00	13,404,397.98	13,404,397.98	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,121,149.52	0.00	2,037.51	0.00	0.00	1,119,112.01	1,119,112.01	0.00
4452 - TIF ALLOCATION S.MAIN GAT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4453 - TIF CONSOLIDATED S ALLOCA	5,115,209.67	0.00	474,388.82	0.00	0.00	4,640,820.85	4,640,820.85	0.00
4692 - TIF DOWNTOWN CAPITAL	68,478.32	0.00	0.00	0.00	0.00	68,478.32	68,478.32	0.00
<b>Report Total:</b>	<b>29,478,069.16</b>	<b>4,671.49</b>	<b>2,722,281.69</b>	<b>0.00</b>	<b>0.00</b>	<b>26,760,458.96</b>	<b>26,760,458.96</b>	<b>0.00</b>