

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

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

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



City of Elkhart
Redevelopment Commission

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

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

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

**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
WEDNESDAY, NOVEMBER 12, 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 2300 815 5595 as the event number and RDC11 as the event password.

To join by phone, call 1-415-655-0001, enter 2300 815 5595##

*Press *6 to unmute telephone*

Comments and questions may be submitted via the WebEx app during the meeting or may be submitted to Michael.Huber@coei.org prior to the meeting.

1. Call to Order

2. Approval of Minutes

- October 14, 2025, Regular Meeting Minutes

3. New Business

a) Open Bids

b) Asbestos Assessment and Remediation Bid Rejection

- Reject asbestos assessment and remediation project bids received on 420 S 2nd Street and 812 South Main Street.

c) Parcel Transfer

- Accept transfer of Real Estate (403 Jackson Place) from the BPW

- d) **403 Jackson Place**
 - Approve sale of 403 Jackson Place
- e) **928 W Marion Street**
 - Approve sale of 928 W. Marion Street
- f) **Indiana Ave Extension**
 - Approve extension of time to complete construction under development agreement for vacant lots on East Indiana Avenue.
- g) **Karen Drive Right of Way Proposal**
 - Approve DLZ Indiana contract for land survey, appraisals and right of way purchase for Karen Drive extension project.
- h) **SoMa Garden Park Improvements**
 - Approve SoMa Garden improvements fund in the sum of \$22,000 from Fund 281 Proceeds From Sale of Property
- i) **Ancon Contract Adjustment for Woodland Crossing Engineering**
 - Amend Ancon Construction contract for Phase I renovation design-build services at Woodland Crossing Shopping Center.
- j) **420 South Second Street Asbestos Remediation Assessments**
 - Approve asbestos assessments at 420 South Second Street and appropriate \$1,250 from Downtown TIF.
- k) **812 South Main Street Asbestos Remediation Assessments**
 - Approve asbestos assessments at 812 South Main Street and appropriate \$600 from Consolidated TIF.
- l) **2026 Spending Plan**
 - Approve the 2026 Spending Plan for Redevelopment.
- m) **River District Development Company MOU**
 - Approve MOU with River District Development Company
- n) **G&W PFAS Testing**
 - Approve Enviroforensics for G&W PFAS testing services and appropriate \$18,196 from Consolidated South Elkhart Economic Development/Redevelopment TIF Area Special Fund.
- o) **Woodland Crossing 2026 CAM Budget**
 - Approve Woodland Crossing 2026 CAM Budget
- p) **CDBG Owner Occupied Rehabilitation Program resolution approving Rehabilitation Program Raising Cap on Rehab Funding**
 - Approve CDBG Owner Occupied Rehabilitation Program raising cap on rehab funding to \$75,000 maximum limit per dwelling.
- q) **CDBG Program Community Planning Insights contract for consulting services**
 - Approve employment of Community Planning Insight (Aaron Sorrell) for consulting and technical assistance on CDBG and CDBG-CV programs in a not to exceed amount of \$5,620.23 and appropriate funds CDBG Special Fund.

r) Turkey Stampede use Agreement

- Approve Faith Mission Turkey Stampede use agreement for greenspace that is Zone 2 in the River District.

4. Staff Updates

5. Other Business

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

9. Public Comment

10. Adjournment

Community and Redevelopment

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 11/3/2025
Re: 420 S 2nd St. Asbestos Assessment and Remediation – Bid Rejection

On October 14, 2025, the Commission received and opened bids for asbestos assessment and remediation for the 420 S 2nd St. property. Staff requested time to review the bids and report back with their recommendation.

Proposed costs from bid provider(s) far exceed what the department has typically accepted in the past for similar projects.

We are requesting the Redevelopment Commission reject the project bids received on October 14th, 2025, for the 420 S 2nd St. Asbestos Assessment and Remediation project.

Community and Redevelopment

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 11/3/2025
Re: 812 S Main Asbestos Assessment and Remediation – Bid Rejection

On October 14, 2025, the Commission received and opened bids for asbestos assessment and remediation for the 812 S Main property. Staff requested time to review the bids and report back with their recommendation.

Proposed costs from bid provider(s) far exceed what the department has typically accepted in the past for similar projects.

We are requesting the Redevelopment Commission reject the project bids received on October 14th, 2025, for the 812 S Main Asbestos Assessment and Remediation project.

RESOLUTION NO. 25-R- 079

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM
THE CITY OF ELKHART

403 Jackson Place
(Address of Transferred Real Estate)

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 City, acting by and through the Board, 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 Department, through the Commission, desires to accept transfer of the Property from the City and to authorize the staff of the Department 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 transfer to the Commission certain parcels of land or interests therein previously acquired by the Board and more particularly described at Exhibit A (the "Property"); and

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

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

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

2. The staff of the Department of Redevelopment 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 City's interests in the Property described at Exhibit A.

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

ADOPTED at a meeting of the Elkhart Redevelopment Commission held on _____, 2025, at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART,
DEPARTMENT OF REDEVELOPMENT**

Signature

Sandra Schreiber, President
Printed Name and Title

Elkhart Redevelopment Commission

ATTEST:

Signature

Dina Harris, Secretary
Printed Name and Title

Elkhart Redevelopment Commission

EXHIBIT A

Property to be Transferred

Parcel No.: 20-06-05-334-015-012

403 Jackson Place
Elkhart, Indiana, 46516

LOT NUMBER ONE HUNDRED AND THIRTY-FOUR (134) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF FIELDHOUSE FOURTH ADDITION TO THE CITY OF ELKHART, SUBJECT TO THE THREE (3) FEET IN WIDTH OFF THE EAST SIDE OF THE ABOVE DESCRIBED LOT TO BE USED AS A PRIVATE DRIVE TOGETHER WITH THREE (3) FEET OFF THE WEST SIDE OF LOT 133 IN SAID ADDITION.

ALSO BEGINNING AT A POINT ON THE SOUTH LINE OF AN ALLEY IN FIELDHOUSE FOURTH ADDITION TO THE CITY OF ELKHART WHERE SAID SOUTH LINE OF THE SAID ALLEY WILL BE INTERSECTED BY THE EAST LINE OF LOT 134 IN SAID ADDITION IF SAID EAST LINE WERE EXTENDED SOUTHWARDLY; THENCE SOUTH ON A CONTINUATION OF SAID EAST LINE OF SAID LOT THIRTY-ONE (31) FEET; THENCE WESTWARDLY PARALLEL WITH THE SOUTH LINE OF SAID ALLEY THIRTY-EIGHT (38) FEET; THENCE NORTHWARDLY PARALLEL WITH THE EXTENDED EAST LINE OF SAID LOT TO THE SOUTH LINE OF SAID ALLEY, THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID ALLEY TO THE PLACE OF BEGINNING.

CITY OF ELKHART

The city with a heart

TO: Board of Public Works
FROM: Elkhart Assistant City Attorney
DATE: October 20, 2025 2025
RE: Resolution 25-R-16 Transfer of Tax Sale Parcel 20-06-05-334-015-012



The City acquired the title to 403 Jackson Place from the County. The parcel was in the tax sale and not purchased. As a result, the tax sale certificates were transferred to the County. The County offered these to the City. Because the parcels were originally placed in the name of the City, rather than in "City of Elkhart, Department of Redevelopment", it is now necessary to transfer these two parcels to the City of Elkhart, Department of Redevelopment so the Redevelopment Commission can complete a sale of this parcel.

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

Approve Resolution 25-R-16 Approving the Transfer of Real Estate to the City of Elkhart, Department of Redevelopment.

RETURN TO:
Department of Redevelopment
201 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, Indiana, acting by and through its Board of Public Works, *the Grantor Conveys and Quit-claims to City of Elkhart, Indiana, Department of Redevelopment, a Municipal Corporation, the Grantee*

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

LOT NUMBER ONE HUNDRED AND THIRTY-FOUR (134) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF FIELDHOUSE FOURTH ADDITION TO THE CITY OF ELKHART, SUBJECT TO THE THREE (3) FEET IN WIDTH OFF THE EAST SIDE OF THE ABOVE DESCRIBED LOT TO BE USED AS A PRIVATE DRIVE TOGETHER WITH THREE (3) FEET OFF THE WEST SIDE OF LOT 133 IN SAID ADDITION.

ALSO BEGINNING AT A POINT ON THE SOUTH LINE OF AN ALLEY IN FIELDHOUSE FOURTH ADDITION TO THE CITY OF ELKHART WHERE SAID SOUTH LINE OF THE SAID ALLEY WILL BE INTERSECTED BY THE EAST LINE OF LOT 134 IN SAID ADDITION IF SAID EAST LINE WERE EXTENDED SOUTHWARDLY; THENCE SOUTH ON A CONTINUATION OF SAID EAST LINE OF SAID LOT THIRTY-ONE (31) FEET; THENCE WESTWARDLY PARALLEL WITH THE SOUTH LINE OF SAID ALLEY THIRTY-EIGHT (38) FEET; THENCE NORTHWARDLY PARALLEL WITH THE EXTENDED EAST LINE OF SAID LOT TO THE SOUTH LINE OF SAID ALLEY, THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID ALLEY TO THE PLACE OF BEGINNING.

Subject to all easements, restrictions and public rights of way of record.

Tax ID Number: 20-06-05-334-015-012.000-012

Commonly known as: 403 Jackson Place, Elkhart, IN

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 and public rights of way of record.

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

NO SALES DISCLOSURE REQUIRED

Executed this 21st day of October, 2025.

“GRANTOR”

CITY OF ELKHART, INDIANA,
ACTING BY AND THROUGH ITS
BOARD OF PUBLIC WORKS

By: Michael C. Machlan
Michael C. Machlan, President

ATTEST:

Nancy Wilson
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, the President and Clerk, respectively, of the City of Elkhart, Indiana, Board of Public Works, and acknowledged the execution of the foregoing on the 21 day of October, 2025.

Maria Lucia Leon Michelena.

Notary Public

Interests in land acquired by:

City of Elkhart,
Department of Redevelopment
229 South Second Street
Elkhart, Indiana 46516



Maria Lucia Leon Michelena
NOTARY PUBLIC
STATE OF INDIANA
COMMISSION # NP0761612
MY COMMISSION EXPIRES
FEBRUARY 16, 2033

ACCEPTANCE

The Grantee hereby accepts the foregoing Quit Claim Deed.

Executed this ____ day of _____, 2025.

“GRANTEE”

CITY OF ELKHART, INDIANA,
DEPARTMENT OF REDEVELOPMENT

Sandra Schreiber, President
Elkhart Redevelopment Commission

ATTEST:

Dina Harris, Secretary

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, known to me to be the President and Secretary of the City of Elkhart, Indiana, Redevelopment Commission, and acknowledged the execution of the foregoing Acceptance on the ____ day of _____, 2025.

Gary D. Boyn
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. 25-R-16

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

(ADDRESS OF TRANSFERRED REAL ESTATE) 403 Jackson Place

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

WHEREAS, the City, through the Board, desires to transfer the Property to the Department; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART BOARD OF
PUBLIC WORKS (INTER-DEPARTMENT) AS FOLLOWS:**

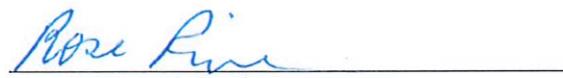
1. The transfer of the Property described at Exhibit A situated in Elkhart County, Indiana to the City of Elkhart, Indiana, Department of Redevelopment, shall be, and hereby is, authorized and approved.
2. This Resolution shall be in full force and effect upon its adoption and upon the adoption by the Department of a resolution consistent with the requirements of I.C. § 36-1-11-8.

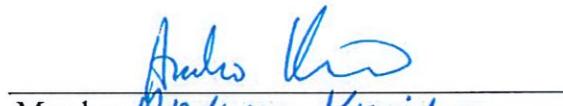
ADOPTED at a meeting of the Elkhart Board of Public Works (Inter-Department) held on _____, 2025 at 229 South Second Street, Elkhart, Indiana 46516.

CITY OF ELKHART
BOARD OF PUBLIC WORKS
(Inter-Department)


Michael C. Machlan, President

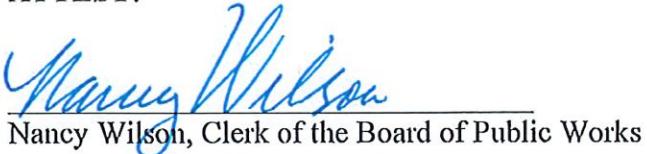
Andy Jones, Vice-President


Rose Rivera, Member


Member Andrew Kreider

Member

ATTEST:


Nancy Wilson, Clerk of the Board of Public Works

PROPERTY TO BE TRANSFERRED

EXHIBIT "A"

403 Jackson Place
Elkhart, Indiana, 46516

LOT NUMBER ONE HUNDRED AND THIRTY-FOUR (134) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF FIELDHOUSE FOURTH ADDITION TO THE CITY OF ELKHART, SUBJECT TO THE THREE (3) FEET IN WIDTH OFF THE EAST SIDE OF THE ABOVE DESCRIBED LOT TO BE USED AS A PRIVATE DRIVE TOGETHER WITH THREE (3) FEET OFF THE WEST SIDE OF LOT 133 IN SAID ADDITION.

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RESOLUTION NO. 25-R-080

RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF ELKHART, INDIANA APPROVING SALE OF 403 JACKSON PLACE

WHEREAS, the Commission owns a tract of real estate at 403 Jackson Place in the city of Elkhart (the "Property) and has published notice it is offering the Property for sale pursuant to IC 36-7-14-22.6; and

WHEREAS, the Commission held a public hearing on the offering, and no bids were submitted for the purchase of the Property except for the bid presented by Alondra Salazar, eligible abutting landowners (the "Offer"); and

WHEREAS, the Commission has reviewed the Offer and believes it is in the best interest of the City and its inhabitants to accept the Offer and transfer the Property to Alondra Salazar (the "Transfer").

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby accepts the Offer and approves the Transfer of the Property to Alondra Salazar.
2. The Commission approves the form of Purchase Agreement attached hereto as Exhibit A.
3. The Officers of the Commission are hereby authorized to execute and deliver all the Documents and to do all acts which they deem necessary and desirable to complete the Transfer.

ADOPTED BY UNANIMOUS VOTE THIS 12TH DAY OF NOVEMBER, 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Dina Harris, Secretary

Alondra Salazar
353 Jackson PL
Elkhart, IN 46516
Email Address:alondrasalazar5050@gmail.com
Phone number: 574-326-1659

Date: October 21, 2025

To:

Elkhart Redevelopment Commission
229 S. Second Street
Elkhart, IN 46516

Subject: Offer for 403 Jackson Place

Dear Members of the Redevelopment Commission,

I hope you are doing well. My name is Alondra Salazar, and I live next to the property at **403 Jackson Place, Elkhart, Indiana** (Tax ID: 20-06-0-501-5334.000-012). I would like to make an offer of \$500 to purchase this parcel.

If approved, I plan to use the space as a small playground for my children and would like to add a fence for their safety. I also plan to combine the parcel with my current property to keep everything neat and well-maintained.

I truly believe this would be a great use for the space and a nice improvement for the neighborhood look.

Thank you very much for your time and consideration. Please let me know if you need any additional information from me. You can reach me at 574-326-1659.

Sincerely,
Alondra Salazar

PURCHASE AGREEMENT

1. **PARTIES:** This Agreement made this 11th day of November, 2025, by and between the City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation (“Seller”) and Alondra Salazar, an unmarried adult, (“Purchaser”), wherein Seller agrees to sell and convey to Purchaser and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Property commonly known as 403 Jackson Place, is a vacant lot situated in the City of Elkhart, Elkhart County, Indiana, and whose legal description is contained on Exhibit “A” attached hereto and incorporated herein (the “Property”).

3. **PRICE:** The total purchase price shall be Five Hundred and no/100 Dollars (\$500.00) (“Purchase Price”), payable in full at Closing.

4. **EARNEST MONEY:** No earnest money is required.

5. **CLOSING:** The closing of the sale (the “Closing Date”) shall take place at Meridian Title Corp. within sixty (60) days from the date hereof, unless extended in writing signed by both parties hereto, with the costs thereof shared equally.

6. **POSSESSION:** The possession of the Property shall be delivered to Purchaser at closing in its “AS IS” condition.

7. **INSPECTIONS:** Purchaser hereby waives inspections of the improvements and relies upon the condition of the Property based upon its own examination, and purchases the Property “AS IS”, without warranty of any kind, except as may be provided under a Limited Warranty Deed.

8. **REAL ESTATE TAXES:** All real estate taxes assessed for the current and any prior calendar year and remaining unpaid, if any, shall be paid by Seller.

9. **DISCLOSURE OF LIENS AND CLAIMS:** As of Closing Date, Seller warrants there will be no title defects that arose during Seller’s period of ownership of the property.

10. **INSURANCE:** Insurance shall be canceled as of the Closing Date and the Purchaser shall provide its own insurance.

11. **SURVEY:** If Seller has a survey of the Property, a copy will be provided. If no survey exists, none is required.

12. TITLE AND SURVEY APPROVAL: Seller shall deliver to Purchaser within thirty (30) days after acceptance of this purchase agreement, a Commitment for Title Insurance from Meridian Title Corp., in the amount of the Purchase Price, to insure in Purchaser a marketable title in fee simple absolute to the Property, subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment") and, at Purchaser's request, legible copies of all recorded instruments affecting the Property recited as exceptions in the Commitment. If Purchaser has an objection to items disclosed in such Commitment, Purchaser shall promptly make written objection to Seller after receipt of each such instrument. If Purchaser makes such objections or if the objections are disclosed in the Commitment, or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Purchaser may (a) terminate this purchase agreement, or (b) waive the unsatisfied objections and close the transaction.

If the Purchase Price is equal to or exceeds Seller's asking price of \$3,900.00, Seller will pay the title insurance premium. If it is less than the asking price, Purchaser will pay the premium or title commitment charge if Purchaser does not require title insurance.

13. SPECIAL ASSESSMENTS: Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Seller. Purchaser will assume and agree to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

14. PURCHASER'S CONDITIONS TO CLOSING.

a. Purchaser's obligations under this Agreement are expressly conditioned upon the occurrence of the following events:

- (1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.
- (2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Limited Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.

(3) Purchaser and/or the Title Company shall have received such other documents as the title insurer deems necessary to complete the transactions contemplated by this Agreement.

b. In the event that satisfaction of any of the conditions described in this Paragraph shall not have timely occurred, Purchaser shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement. Upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

15. SELLER'S CONDITIONS TO CLOSING:

a. Seller's obligations under this Agreement are expressly conditioned upon the occurrence of the following events: Purchaser shall have delivered to the Closing Agent the Purchase Price and all other sums due from Purchaser on the Closing Date.

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement. Upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

16. SALES EXPENSES: Seller and Purchaser agree that all sales expenses are to be paid in cash prior to or at the closing.

a. Seller's Expenses. Seller shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) one-half (1/2) of any closing fee; 3) preparation of Deed and Vendor's Affidavit; and 4) other expenses stipulated to be paid by Seller under other provisions of this Agreement.

b. Purchaser's Expenses. Purchaser agrees to pay all other recording fees; one-half (1/2) of any closing fee; the title insurance premium, copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

17. DEFAULT: If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by

Purchaser, this Agreement shall terminate and the parties will have no further liabilities hereunder. If Seller can convey marketable title but, without just cause, refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

18. DUTIES OF PURCHASER AND SELLER AT CLOSING:

a. At the closing, Seller shall deliver to Purchaser, the following:

- (1) A duly executed and acknowledged Limited Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, subject only to the easements and restrictions of record, current zoning laws and real estate taxes, except as permitted herein and/or approved by Purchaser in writing, and execute a Vendor's Affidavit;
- (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller in the full amount of the Purchase Price, dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject only to the standard printed exceptions contained in the usual form of the Title Policy;
- (3) Furnish evidence of its capacity and authority for the closing of this transaction; and
- (4) Execute all other necessary documents to close this transaction.

b. At the closing, Purchaser shall perform the following:

- (1) Pay the cash portion of the Purchase Price and her share of closing expenses in the form required by the Closing Agent;
- (2) Furnish evidence of its capacity and authority for the closing of this transaction; and
- (3) Execute all other necessary documents to close this transaction.

19. CONSOLIDATION OF LOTS: Purchaser agrees, within 180 days of the Closing of this purchase to consolidate and incorporate the Property purchased hereunder into its existing abutting real estate, thus creating a new zoning lot or consolidated taxable lot (the "Consolidated Property"). The parties agree that this provision will survive Closing.

20. **NO SUBDIVISION OR PARTITION.** Purchaser agrees that he will not subdivide or partition the Consolidated Property for a period of five years from and after the date of closing of this purchase. The parties agree that this provision will survive Closing.

21. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Purchaser may, at its option, terminate this Agreement by written notice to Seller within ten (10) days after Purchaser is advised of the commencement of condemnation proceedings, or Purchaser shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Purchaser's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Purchaser and the Purchase Price shall not be reduced.

22. **MISCELLANEOUS:**

a. Any notice required or permitted to be delivered hereunder, shall be deemed received when personally delivered or sent by United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto.

b. During the term of this Agreement, Seller shall entertain no competing offers nor shall he negotiate with any third person or entity for the sale of this Property.

c. Both Purchaser and Seller agree that there are no brokers involved in this Agreement.

d. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

e. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

f. In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

g. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

h. Time is of the essence of this Agreement.

i. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

j. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

k. This Agreement 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.

“PURCHASER”

Alondra Salazar

353 Jackson Place

Elkhart, IN 46516

Purchaser’s Address for Notice Purposes

“SELLER”

City of Elkhart, Indiana

Department of Redevelopment

By:

Sandra Schreiber, President,
Elkhart Redevelopment Commission
229 S. Second Street
Elkhart, IN 46516
Seller’s Address for Notice Purposes

Exhibit A

Legal Description

TAX ID NO. 20-06-05-015-334.000-012

LOT NUMBER ONE HUNDRED AND THIRTY-FOUR (134) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF FIELDHOUSE FOURTH ADDITION TO THE CITY OF ELKHART, SUBJECT TO THE THREE (3) FEET IN WIDTH OFF THE EAST SIDE OF THE ABOVE DESCRIBED LOT TO BE USED AS A PRIVATE DRIVE TOGETHER WITH THREE (3) FEET OFF THE WEST SIDE OF LOT 133 IN SAID ADDITION.

ASLO BEGINNING AT A POINT ON THE SOUTH LINE OF AN ALLEY IN FIELDHOUSE FOURTH ADDITION TO THE CITY OF ELKHART WHERE SAID SOUTH LINE OF THE SAID ALLEY WILL BE INTERSECTED BY THE EAST LINE OF LOT 134 IN SAID ADDITION IF SAID EAST LINE WERE EXTENDED SOUTHWARDLY; THENCE SOUTH ON A CONTINUATION OF SAID EAST LINE OF SAID LOT THIRTY-ONE (31) FEET; THENCE WESTWARDLY PARALLEL WITH THE SOUTH LINE OF SAID ALLEY THIRTY-EIGHT (38) FEET; THENCE NORTHWARDLY PARALLEL WITH THE EXTENDED EAST LINE OF SAID LOT TO THE SOUTH LINE OF SAID ALLEY, THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID ALLEY TO THE PLACE OF BEGINNING.

RESOLUTION NO. 25-R-081

RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF ELKHART, INDIANA APPROVING SALE OF 928 W. MARION STREET

WHEREAS, the Commission owns a tract of real estate at 928 W. Marion St. in the city of Elkhart (the "Property) and has published notice it is offering the Property for sale pursuant to IC 36-7-14-22.6; and

WHEREAS, the Commission held a public hearing on the offering, and no bids were submitted for the purchase of the Property except for the bid presented by Juan and Jessica Fortoso, eligible abutting landowners (the "Offer"); and

WHEREAS, the Commission has reviewed the Offer and believes it is in the best interest of the City and its inhabitants to accept the Offer and transfer the Property to Juan and Jessica Fortoso (the "Transfer").

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby accepts the Offer and approves the Transfer of the Property to Juan and Jessica Fortoso, husband and wife.
2. The Commission approves the form of Purchase Agreement attached hereto as Exhibit A.
3. The Officers of the Commission are hereby authorized to execute and deliver all the Documents and to do all acts which they deem necessary and desirable to complete the Transfer.

ADOPTED BY UNANIMOUS VOTE THIS 12TH DAY OF NOVEMBER, 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Dina Harris, Secretary

Juan & Jessica Fortoso
930 W. Marion St.
Elkhart In. 46516
(574)304-5817

To whom it may concern,

We are writing this letter with the intent and hope of purchasing the Parcel : 928 W. Marion St. Tax ID NO:20-06-08-103-015.000-012. This parcel is located right next to our home 930. W. Marion St.

Through this letter we would like to formally offer \$500 for the purchase of 928 Marion St.

With this we agree to conjoin 928 and 930 W. Marion St. thus creating a new zoning lot, making us fully responsible for future care, maintenance and property taxes.

The purpose of this offer for parcel 928 and its hopes of acceptance is to provide our family with a safe private area to play and gather. Being that it is right next to our home it would make the conjoining very easy and convenient for our family.

We greatly appreciate your time and consideration in this matter.

Sincerely,
Juan & Jessica Fortoso

Juan C. Fortoso 10-24-2025

PURCHASE AGREEMENT

1. **PARTIES:** This Agreement made this 11th day of November, 2025, by and between the City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation (“Seller”) and Juan and Jessica Fortoso, husband and wife, (“Purchaser”), wherein Seller agrees to sell and convey to Purchaser and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Property commonly known as 928 W. Marion Street, is a vacant lot situated in the City of Elkhart, Elkhart County, Indiana, and whose legal description is contained on Exhibit “A” attached hereto and incorporated herein (the “Property”).

3. **PRICE:** The total purchase price shall be Five Hundred and no/100 Dollars (\$500.00) (“Purchase Price”), payable in full at Closing.

4. **EARNEST MONEY:** No earnest money is required.

5. **CLOSING:** The closing of the sale (the “Closing Date”) shall take place at Meridian Title Corp. within sixty (60) days from the date hereof, unless extended in writing signed by both parties hereto, with the costs thereof shared equally.

6. **POSSESSION:** The possession of the Property shall be delivered to Purchaser at closing in its “AS IS” condition.

7. **INSPECTIONS:** Purchaser hereby waives inspections of the improvements and relies upon the condition of the Property based upon its own examination, and purchases the Property “AS IS”, without warranty of any kind, except as may be provided under a Limited Warranty Deed.

8. **REAL ESTATE TAXES:** All real estate taxes assessed for the current and any prior calendar year and remaining unpaid, if any, shall be paid by Seller.

9. **DISCLOSURE OF LIENS AND CLAIMS:** As of Closing Date, Seller warrants there will be no title defects that arose during Seller’s period of ownership of the property.

10. **INSURANCE:** Insurance shall be canceled as of the Closing Date and the Purchaser shall provide its own insurance.

11. **SURVEY:** If Seller has a survey of the Property, a copy will be provided. If no survey exists, none is required.

12. TITLE AND SURVEY APPROVAL: Seller shall deliver to Purchaser within thirty (30) days after acceptance of this purchase agreement, a Commitment for Title Insurance from Meridian Title Corp., in the amount of the Purchase Price, to insure in Purchaser a marketable title in fee simple absolute to the Property, subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment") and, at Purchaser's request, legible copies of all recorded instruments affecting the Property recited as exceptions in the Commitment. If Purchaser has an objection to items disclosed in such Commitment, Purchaser shall promptly make written objection to Seller after receipt of each such instrument. If Purchaser makes such objections or if the objections are disclosed in the Commitment, or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Purchaser may (a) terminate this purchase agreement, or (b) waive the unsatisfied objections and close the transaction.

The Purchase Price is less than Seller's asking price of \$3,400.00, therefore Purchaser will pay the title insurance premium or title commitment charge if Purchaser does not require title insurance.

13. SPECIAL ASSESSMENTS: Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Seller. Purchaser will assume and agree to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

14. PURCHASER'S CONDITIONS TO CLOSING.

a. Purchaser's obligations under this Agreement are expressly conditioned upon the occurrence of the following events:

- (1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.
- (2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Limited Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.

(3) Purchaser and/or the Title Company shall have received such other documents as the title insurer deems necessary to complete the transactions contemplated by this Agreement.

b. In the event that satisfaction of any of the conditions described in this Paragraph shall not have timely occurred, Purchaser shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement. Upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

15. SELLER'S CONDITIONS TO CLOSING:

a. Seller's obligations under this Agreement are expressly conditioned upon the occurrence of the following events: Purchaser shall have delivered to the Closing Agent the Purchase Price and all other sums due from Purchaser on the Closing Date.

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement. Upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

16. SALES EXPENSES: Seller and Purchaser agree that all sales expenses are to be paid in cash prior to or at the closing.

a. Seller's Expenses. Seller shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) one-half (1/2) of any closing fee; 3) preparation of Deed and Vendor's Affidavit; and 4) other expenses stipulated to be paid by Seller under other provisions of this Agreement.

b. Purchaser's Expenses. Purchaser agrees to pay all other recording fees; one-half (1/2) of any closing fee; the title insurance premium, copies of documents pertaining to restrictions, easements, conditions affecting the Property; and expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

17. DEFAULT: If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by

Purchaser, this Agreement shall terminate and the parties will have no further liabilities hereunder. If Seller can convey marketable title but, without just cause, refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

18. DUTIES OF PURCHASER AND SELLER AT CLOSING:

a. At the closing, Seller shall deliver to Purchaser, the following:

- (1) A duly executed and acknowledged Limited Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, subject only to the easements and restrictions of record, current zoning laws and real estate taxes, except as permitted herein and/or approved by Purchaser in writing, and execute a Vendor's Affidavit;
- (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller in the full amount of the Purchase Price, dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject only to the standard printed exceptions contained in the usual form of the Title Policy;
- (3) Furnish evidence of its capacity and authority for the closing of this transaction; and
- (4) Execute all other necessary documents to close this transaction.

b. At the closing, Purchaser shall perform the following:

- (1) Pay the cash portion of the Purchase Price and their share of closing expenses, in the form required by the Closing Agent;
- (2) Furnish evidence of its capacity and authority for the closing of this transaction; and
- (3) Execute all other necessary documents to close this transaction.

19. CONSOLIDATION OF LOTS: Purchaser agrees, within 180 days of the Closing of this purchase to consolidate and incorporate the Property purchased hereunder into its existing abutting real estate, thus creating a new zoning lot or consolidated taxable lot (the "Consolidated Property"). The parties agree that this provision will survive Closing.

20. **NO SUBDIVISION OR PARTITION.** Purchaser agrees that he will not subdivide or partition the Consolidated Property for a period of five years from and after the date of closing of this purchase. The parties agree that this provision will survive Closing.

21. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Purchaser may, at its option, terminate this Agreement by written notice to Seller within ten (10) days after Purchaser is advised of the commencement of condemnation proceedings, or Purchaser shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Purchaser's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Purchaser and the Purchase Price shall not be reduced.

22. **MISCELLANEOUS:**

a. Any notice required or permitted to be delivered hereunder, shall be deemed received when personally delivered or sent by United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto.

b. During the term of this Agreement, Seller shall entertain no competing offers nor shall he negotiate with any third person or entity for the sale of this Property.

c. Both Purchaser and Seller agree that there are no brokers involved in this Agreement.

d. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

e. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

f. In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

g. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

h. Time is of the essence of this Agreement.

i. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

j. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

k. This Agreement 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.

“PURCHASER”

Juan Fortoso

Jessica Fortoso
930 West Marion Street
Elkhart, IN 46516
Purchaser’s Address for Notice Purposes

“SELLER”

City of Elkhart, Indiana
Department of Redevelopment

By:

Sandra Schreiber, President,
Elkhart Redevelopment Commission
229 S. Second Street
Elkhart, IN 46516
Seller’s Address for Notice Purposes

Exhibit A

Legal Description

Property ID#: 06-08-103-015-012

Map #: 06-08-103-015-012

Commonly known as

928 W. Marion

Part of Lot Numbered 618 in McNaughton & Young's Addition to the City of Elkhart, as per plat thereof recorded May 14, 1872 in Deed Record 42 Page 449 in the office of the Recorder of Elkhart County, Indiana.

Further described as:

Beginning at the Southwest corner of Lot 618 in McNaughton & Young's Addition to the City of Elkhart, Indiana; thence Eastwardly along the South line of said Lot, 41 feet; thence Northward 82-1/2 feet; thence Westwardly 41 feet; thence Southwardly 82-1/2 feet to the place of beginning.

RESOLUTION NO. 25-R- 082

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING EXTENSION OF TIME TO
COMPLETE CONSTRUCTION UNDER DEVELOPMENT AGREEMENT FOR
VACANT LOT ON EAST INDIANA AVE.

Whereas, The Commission has conveyed the vacant lot on Indiana Avenue consisting of Lots 4,5 and 6 in Paul's East Bend Addition to the City of Elkhart (the "Property"), to Juan Quezada and Sandra DePatriz, husband and wife, which included Purchaser's commitment to spend at least \$41,000 improving the acquired lots and complete the improvements by October 31, 2025, pursuant to the terms set forth in the Purchase and Development Agreement (the "Purchase Agreement"); and

Whereas, due to issues with sourcing certain construction materials needed for the project, the owner has been unable to complete the project on schedule and has requested an extension of the construction completion date to and including June 30, 2026; and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the request for extension of time and modification of the Purchase Agreement to allow for completion of the construction project to and including June 30, 2026. In all other respects, the terms and conditions of the Purchase Agreement shall remain unchanged.
2. The Officers of the Commission are hereby authorized to execute and deliver such documents, and do all acts, which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12th DAY OF NOVEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 10/23/25
Re: 1501 E Indiana Ave (Juan Quezada)

As many of you may remember we completed a property swap for a property the Commission owned on E. Indiana Ave with Mr. Quezada for 3 parcels he owned on York St. to place a home on, his agreement stated he would be completed by October 31st 2025. Due to his contractor being unable to source certain building materials within the budget Mr. Quezada is forced to adjust his plan and is asking for an extension of the agreement. He and his contractor would like an 8 month extension to account for any weather delays. Staff is requesting the Commission approve the extension for until July of 2026.

Juan Patriz Quezada & Sandra Yadira Aguilar de Patriz
704 S Hawthorn St
Bristol, In, 46507
spatriz574@gmail.com
(574) 349-3520

October 24, 2025

Sandra Schreiber,
President
Elkhart Redevelopment Commission Department of Redevelopment
201 S Second St
Elkhart, In, 46516

Subject:
Formal Request for Extension of Construction Schedule Property:
1401 E Indiana Ave, Elkhart, In, 46516
Purchase Agreement Dated: January 16, 2025

Dear Ms. Schreiber,

We are writing to you today to reaffirm our steadfast commitment to the development of the property referenced above and to the shared vision we have for its positive contribution to the Elkhart community. Our dedication to bringing the improvements described in our agreement to fruition remains as strong as the day we signed the contract.

In light of this commitment, and pursuant to section (c) of the "Purchaser's commitment for development of property" clause in our agreement, we formally request an extension to the construction schedule.

We have been working diligently over the past several months to secure the optimal financing for this project. This has been a complex process. After a thorough due diligence period with an initial financial institution, it became apparent that their terms would not be conducive to the long-term success of the project. Acting prudently, we have since engaged a new lending partner who is enthusiastic about the development. However, their underwriting process includes a non-negotiable prerequisite: our selected builder, as referenced in Exhibit C, must first undergo their formal registration and approval process. We are actively managing this procedural step, but it has introduced an unforeseen, yet necessary, delay.

Furthermore, with the winter season fast approaching, commencing major construction at this stage would be impractical and present significant safety and quality risks. A spring start is the most responsible and viable path to ensure the project is completed to the highest standard.

Therefore, we propose the following revised and realistic schedule:

- **New Construction Start Date:** On or before April 1, 2026
- **New Construction Completion Date:** On or before August 31, 2026

As we have refined our planning to maximize the property's long-term value, we have identified an opportunity to significantly enhance the final construction by incorporating a **full basement** in place of the original crawl space. This upgrade will increase the property's utility and market value, further benefiting the neighborhood.

In that same spirit of long-term planning, we are also proactively investigating the property's wastewater infrastructure. We are currently engineering a hybrid septic solution specifically designed for future integration with the city's main sewer line. While developing this solution and consulting with the city for eventual approval requires additional time, we believe it is a crucial step to ensure the property is a sustainable and future-proof asset for the community.

We are confident that these circumstances—navigating a multi-stage financing process, making prudent decisions regarding seasonal construction and infrastructure, and enhancing the project's overall value—represent the very definition of "just cause" for which the extension provision was designed. We are more prepared than ever to move forward and are certain that with this revised schedule, we will deliver a final product that you and the entire Commission will be proud of.

We would appreciate the opportunity to meet with you briefly next week to discuss this proposal and answer any questions you may have.

Sincerely,

Juan Patriz Quezada and Sandra Yadira Aguilar de Patriz


Juan A. Patriz Q.


Sandra y. aguilar de patriz

RESOLUTION NO. 25-R-083

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING DLZ CONTRACT FOR SURVEY, APPRAISAL AND ROW
ACQUISITION SERVICES FOR THE KAREN DRIVE EXTENSION PROJECT

Whereas, the Commission desires to employ DLZ Indiana, LLC ("DLZ") to provide Land Survey, Appraisal and Right of Way Acquisition Services for the Karen Drive Extension Project (the "Services") pursuant to the terms of the Standard Form of Agreement For Professional Services attached hereto (the "Agreement"); and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve Agreement and appropriate the funding for such services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of DLZ to perform the Services described in the Agreement at a not-to-exceed cost of \$84,575.00.
2. The Commission appropriates \$84,575.00 from the Cassopolis Street Corridor Economic Development Area Allocation Area Special Fund to cover the cost of the Services.
3. The Commission approves the form and content of the Agreement.
4. The Officers of the Commission are authorized and directed to perform all acts and enter into the attached Agreement and any other Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF NOVEMBER 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 2024)

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between The City of Elkhart, Indiana, acting by and through its Redevelopment Commission (“Owner”) and DLZ Indiana, LLC (“Engineer”).

For the following Project: (“Project”).
Land Survey, Appraisals, and Right-of-Way Purchase for Karen Drive Extension Project

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

- B. Owner shall pay Engineer as set forth in Exhibit C.

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

ARTICLE 3 – DEFINITIONS

3.01 *Defined Terms*

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

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

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

3. *Conflict of Interest* - Conflict of interest means that because of other activities or relationships with other persons, a person or entity is unable or potentially unable to render impartial assistance or advice to the City, or the person's or entity's objectivity in performing the contract work is or might be otherwise impaired, or a person or entity has an unfair competitive advantage.

4. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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

7. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

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

9. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

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

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

12. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

13. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the construction phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner.

14. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

15. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

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

ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES

4.01 Commencement

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

4.02 Time for Completion

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

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

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

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

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

ARTICLE 5 – INVOICES AND PAYMENTS

5.01 Invoices

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

5.02 Payments

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

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

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

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

ARTICLE 6 – ESTIMATE OF COST

6.01 Construction Cost Estimate

— A. Engineer's estimate of the Construction Cost is made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry.

6.02 Designing to Construction Cost Limit

A. Owner and Engineer agree to a Construction Cost limit in the amount of _____ Dollars (\$______).

B. The written acceptance by Owner at any time during Basic Services of a revised estimate of the Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

C. If the Bidding has not commenced within three months after completion of the final design phase, the established Construction Cost limit will not be binding on Engineer. In such case, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the final design phase and the date on which proposals or Bids are sought.

D. If the lowest responsible and responsive proposal or Bid exceeds the established Construction Cost limit by more than thirty percent (30%), Owner may (1) give written approval to increase such Construction Cost limit, or (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall make recommendations to Owner describing ways to proceed within Owner's budget and modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. All services of Engineer in respect of this Paragraph shall be at the sole expense of Engineer.

ARTICLE 7 – GENERAL CONSIDERATIONS

7.01 *Standards of Performance*

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

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

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

D. Subject to the standard of care set forth in Paragraph 7.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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

F. Engineer shall not be required to sign any documents that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques,

sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

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

L. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other construction phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the bidding phase; (2) Engineer shall have no shop drawing review obligations during construction; (3) Owner assumes all responsibility for contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (4) the interpretation of the bid documents remains the Engineer's responsibility.

7.02 Use of Documents

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

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

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

D. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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

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

7.03 Insurance

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

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

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

D. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit D, and a copy of its Professional Liability policy. Such certificates and policy shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement. No policy shall be cancelled or modified without thirty (30) days prior written notice to Owner. Such requirement for prior written notice does not apply to modifications

caused by claims made against the policy. Engineer and its Professional Liability insurance carrier shall notify Owner within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. Owner shall have the right to notify directly Engineer's Professional Liability insurance carrier of a claim against the policy.

7.04 Suspension and Termination

A. Suspension.

1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

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

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

1. For cause,

a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

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

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

2. For convenience,

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

C. Effective Date of Termination. The terminating party under Paragraph 7.04B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments upon Termination. In the event of any termination under Paragraph 7.04, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

E. Delivery of Project Materials to Owner. Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer.

7.05 Controlling Law

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

7.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.06B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

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

7.07 Dispute Resolution

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

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

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

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

7.08 Environmental Condition of Site

A. Owner represents to Engineer that to the best of its knowledge, no known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern are located at or near the Site, including type, quantity, and location.

B. If Engineer encounters an undisclosed Constituent of Concern, Engineer shall notify the Owner and the appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

7.09 Indemnification by Engineer

A. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, 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, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.

7.10.1 Conflict of Interest –

A. The Engineer acknowledges and agrees that it does not have a current Conflict of Interest, as defined in Section 3.01, with the Owner and will not have a Conflict of Interest with the Owner during the term of this Agreement, regardless of whether that Conflict of Interest is real or perceived.

B. The Engineer further acknowledges and agrees that the Engineer and its Consultants are not currently providing any services to any third parties and will not provide services for at least 24 months after the Project is completed that will financially benefit the Engineer and/or its Consultants directly or indirectly.

C. The Owner, in its sole discretion, may waive a Conflict of Interest if the Engineer notifies the Owner of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.

D. If the Engineer fails to disclose a Conflict of Interest before the effective date of this Agreement, the Owner may terminate this Agreement as provided in paragraph 7.04.

E. If the Engineer or its Consultants breach Subsection 7.10(B), the Owner may disqualify the Engineer from bidding or quoting on any future projects by the Owner, or reject any bids or quotes by the Engineer as not responsible.

F. If the Engineer disputes the determination of the Owner's designated representative that the Engineer has a Conflict of Interest, the Engineer may appeal the designated representative's determination to the Board of Public Works. The Board of Public Work's decision on the matter shall be final.

7.11 Miscellaneous Provisions

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

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

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

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

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

F. The provisions of this Agreement shall be construed according to the laws of the State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

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., Engineer shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

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

8.03 Affidavit

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

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

8.04 Subcontractors

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

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

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

8.05 Employment of Unauthorized Aliens

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

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

8.06 When E-Verify is not Required

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

ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS

9.01 Exhibits Included

- A. Exhibit A, “Engineer’s Services,” consisting of one (1) page(s).
- B. Exhibit B, “Owner’s Responsibilities,” consisting of one (1) page(s).
- C. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of one (1) page.
- D. Exhibit D, “Insurance,” consisting of one (1) page.
- E. Exhibit E, “Affidavit of E-Verify Enrollment and Participation” consisting of one page.
- F. Exhibit F, “Certification Statement Regarding Investments in Iran,” consisting of one (1) page.
- G. Exhibit G, “Title VI Notice,” consisting of two (2) pages.

9.02 Total Agreement

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

9.03 Designated Representatives

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

9.04 Suspension and Debarment

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

9.05 Investments in Iran

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

9.06 Title VI Notice

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

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

OWNER: City of Elkhart, Indiana, acting by and through its Redevelopment Commission		ENGINEER: DLZ Indiana LLC	
By:		By:	
Printed:	Sandi Schreiber	Printed:	Andrew Lemberis, PE
Title:	President	Title:	Vice President
Date Signed:		Date Signed:	
Address for giving notices:		Address for giving notices:	
Elkhart City Redevelopment Commission		DLZ Indiana LLC	
229 S. Second Street		2211 E. Jefferson Blvd.	
Elkhart, Indiana 46516		South Bend, Indiana 46615	

	Designated Representative: Adam Fann		Designated Representative: Qasim Asghar
Title:	Assistant Director of Redevelopment	Title:	Right-of-Way and Utilities Department Manager
Phone Number:	(574) 322-4834	Phone Number:	(574) 236-4400
Facsimile Number:		Facsimile Number:	
E-Mail Address:	adam.fann@coei.org	E-Mail Address:	qasghar@dlz.com

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

Engineer's Services

At the request of the OWNER, the ENGINEER may perform the following tasks:

1. Right of Way Management consisting of appraising coordination shall include the administration of subconsultant agreements and coordination of appraisals, just compensation certification, buying and required approvals from the Owner. Right of Way Management does not include assistance with condemnation proceedings, property management, or relocation, if required.
2. DLZ will prepare a Location Control Route Survey Plat for recordation in accordance with Title 865 I.A.C. 1-12 (Rule 12). This plat will provide the necessary alignment, section corner and other title information needed for the preparation of Right of Way Parcel Plats and Descriptions. The plat will display alignment monumentation and reference ties to those monuments as well as coordinate values for random control and alignment points. DLZ will record this plat in the County Recorder's Office.
3. Order title abstracting for each parcel from which there will be a taking and obtain update to the title at the time of purchase, if required.
4. Prepare a legal description and plat for each parcel of right of way to be acquired.
5. Provide right-of-way staking.
6. Upon authorization from the OWNER, the ENGINEER shall cause each parcel to be appraised by two (2) different appraisers. The ENGINEER may utilize a member of the Engineer's staff for this purpose or may engage an INDOT-approved appraiser as subconsultant.
7. All such appraisals shall then forward to the OWNER for approval of Statement of the Basis for Just Compensation (SBJC).
8. Prepare transfer documents for each parcel to be acquired.
9. Upon approval of the appraisals and when specifically authorized by the OWNER, the ENGINEER shall contact each parcel owner and make an offer to purchase the required property. The ENGINEER may utilize a member of the ENGINEERS's staff for this purpose or may engage an INDOT-approved buyer as a subconsultant.
10. Any modifications to the appraisal price or changes in the plans recommended during negotiations must be approved by the Owner.
11. When directed, the Engineer shall provide Closing Services to include payment distribution to property owner(s) and recording services.

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

Owner's Responsibilities

Noted in Exhibit A.

Should condemnation be required, the Owner will be responsible for legal representation.

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

Payments to Engineer for Services and Reimbursable Expenses

Engineer's services will be billed monthly. Payment shall be made under the provisions of Article 5. If the Owner has questions or comments concerning our services or charges during the course of the work, they are to be brought to Engineer's attention immediate so that any problem can be resolved quickly.

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

1. Right of Way Management (For Parcels 1-7 @ \$1,405.00/parcel)
2. Location Control Route Survey Plat (For Parcels 1-7 - \$3,000.00 total)
3. Title Abstracting (For Parcels 1-7 @ \$500.00/parcel)
4. Legal Description and Plat (For Parcels 1-7 @ \$3,000.00/parcel).
5. Right-of-Way Staking (For Parcels 1-7 @ \$500.00/parcel)
6. Appraisals, Statement of Basis for Just Compensation, and Transfer Documents (For Parcels 2-4 @ \$5,160.00/parcel x 2)
7. Offer to Purchase (For Parcels 2-5 @ \$2,320.00/parcel)
8. Closing Services (For Parcels 1-7 @ \$500.00/parcel)

Total fees not to exceed \$84,575.00.

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

Insurance

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

Insurance

A. The limits of liability for the insurance required by paragraph 7.04 of the Agreement for Engineer are as follows:

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

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

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, _____, 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 _____ ("Engineer") in the position of _____.
3. I am familiar with the employment policies, practices, and procedures of Engineer and have the authority to act on behalf of the Engineer.
4. Engineer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "A" and incorporated herein.
5. Engineer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Engineer does not currently employ any unauthorized aliens.

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

EXECUTED on the _____ day of _____, 20____.

Printed: _____

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

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, _____, certify to the following:

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

EXECUTED THIS _____ DAY OF _____, 20____.

Printed: _____

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



Title VI Notice

Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the grounds of 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: titlevi coordinator@coei.org

Acceptance by Engineer

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

Signed

Printed Name

Dated

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

<https://elkhartindiana.org/government/human-resources/#tab-b900fcfd1bdffd36578>

RESOLUTION NO. 25-R- 084

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROPRIATING FUNDS FOR SOMA GARDEN IMPROVEMENTS

Whereas, The City Parks Department is installing playground equipment at the SoMa Gardens Park and has requested the Commission to provide funding for fencing, arbor and lighting improvements on the Project all as more fully described in the attached Memo; and

Whereas, the Commission desires to appropriate funds to contribute to the Project costs.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission appropriates the sum of \$22,000.00 from Fund 281, Proceeds from Sale of Property, to apply to the Project costs, with any balance remaining after completion of the improvements to be applied to the appropriate account.
2. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF NOVEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 11/3/2025
Re: SoMa Garden Park Improvements

Development Services is seeking an appropriation of funds received from the sale of Commission owned properties to make improvements to the SoMa Garden Park.

The City of Elkhart Parks Department has a plan to install playground equipment at 144 Division St., a parcel directly west of the current SoMa Garden. The project will include clearing and grading, playground equipment, base materials, sidewalks, lighting, and a new custom fence with arbor. The city's Parks, Traffic, Street, and Buildings & Grounds departments are collaborating on this project.

The Department of Redevelopment is being asked to fund the fence and arbor as well as the reconditioning of city-owned lighting for this project. Funds from the sale of Redevelopment Commission properties were set aside for future uses such as the proposed improvements. The fence and lighting will improve both the safety and aesthetics of the park area as well as the neighborhood it serves.

We are requesting the Redevelopment Commission appropriate \$22,000 from fund 281, Proceeds from Sale of Property, to cover the costs associated with fence creation and installation, and lighting refurbishment.

RESOLUTION NO. 25-R- 085

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, AMENDING ANCON CONSTRUCTION CONTRACT FOR PHASE 1 RENOVATION
DESIGN-BUILD SERVICES AT WOODLAND CROSSING SHOPPING CENTER

Whereas, The Commission owns the real estate at 138-11 and 138-1 West Hively Avenue in the City of Elkhart and has reviewed proposals for renovation of those spaces for a barber college, child day care center, temporary city offices and several white box tenant spaces, and approved the Proposal from Ancon Construction Co., Inc. ("Ancon") for the design-build renovation of those sites, all as set forth in the Ancon Proposal (the "Services"); and

Whereas, the approved bid did not include the cost of project bonds required under Indiana Law and Ancon has requested the contract price for the Services be increased by \$28,753.00 to cover that additional cost (the "Proposal"), which would result in a revised contract price of \$3,342,753.00 which is still substantially lower than the bid of the next responsive and responsible bidder; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Ancon contract be amended to increase the total contract price by an additional \$28,753.00, and the funds appropriated to pay the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Proposal and the increase of the Ancon Contract Price to \$3,342,753.00.
2. The Commission appropriates the sum of \$28,753.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the additional cost of the Services. All unused funds to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to execute and deliver such Contracts for Services in the forms customarily used by the City as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF NOVEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 11/3/2025
Re: Woodland Crossing, Phase 1 – Price Adjustment

On October 4th, 2025, the Commission awarded Ancon Construction the contract for the Woodland Crossing, Phase 1 project based on the results of the Technical Review Committee.

During the process of contract negotiation, Ancon noted their budget proposal lacked an amount for the appropriate bonds associated with Public Works projects. Ancon has submitted an updated budget for \$3,342,753.00 (three million, three hundred forty-two thousand, seven hundred fifty-three dollars) which includes the costs necessary for bonds.

The additional amount included in the new budget does not change the scoring but does alter the adjusted price presented by the Technical Review Committee at the previous meeting. The revised calculations are as follows:

Proposal	Price Proposal	Qualitative Score	Adjusted Price
Ancon Construction	\$3,314,000	4.60	\$720,435
Ancon Construction	\$3,342,753	4.60	\$726,685
CME Construction	\$3,948,800	4.37	\$903,616

Recommended Action: Accept the revised budget submitted by Ancon Construction for the Woodland Crossing, Phase 1 project.

October 17, 2025

City of Elkhart
c/o Michael Huber
229 S 2nd Street
Elkhart, IN 46516

Bodwé-WBK Engineering is pleased to provide this proposal to the City of Elkhart, (known hereafter as "the City") for preliminary and final design and engineering services for the redevelopment of Woodland Crossing in Elkhart, IN. Included below is our project understanding, scope of services, assumptions/exclusions, and estimate of fees.

PROJECT UNDERSTANDING

The Woodland Crossing redevelopment represents a significant opportunity for the City of Elkhart to transform an underutilized retail center into a mixed-use neighborhood hub that strengthens connectivity, enhances livability, and supports economic sustainability for the established Benham Neighborhood. Situated on approximately 17 acres within the former Pierre Moran Mall, the plan envisions a vibrant community anchored by a mix of residential, commercial, and civic uses. The master plan emphasizes incremental redevelopment, introducing a variety of housing types, walkable streetscapes, and improved public spaces while retaining and reactivating existing retail buildings. A phased implementation strategy will guide the transition from current conditions toward a more integrated and sustainable urban neighborhood that aligns with the City's broader vision for inclusivity, connectivity, and long-term growth.

In support of this vision, preliminary and final design will focus on preparing detailed engineering plans that translate the master plan into permitting and construction ready documents. During the design process Bodwé will bring forward a practical approach that emphasizes constructability, coordination, and compliance with local requirements. Our team will build upon the framework established by the master plan by refining cross sections and alignments, developing planned utility improvements, evaluating grading strategies, and designing drainage improvements to support both immediate needs and long-term flexibility. Bodwé will apply its experience with similar redevelopment efforts to anticipate challenges such as phased construction, integration with existing infrastructure, and maintaining site access during improvements. Our process will prioritize a clearly articulated design, a collaborative spirit and responsiveness to City of Elkhart review, and efficient delivery of design plans and documents that smoothly transition from project permitting to construction.

By aligning the civil engineering effort with the adopted master plan, Bodwé-WBK will deliver the City's vision of Woodland Crossing as a connected neighborhood that contributes to the long-term vitality of the City of Elkhart.

A Scope of Services with anticipated deliverables and our fee breakdown is shared below.

St. Charles Office
116 W. Main Street, Suite 201
St. Charles, IL 60174

Battle Creek Office
68 E. Michigan Avenue
Battle Creek, MI 49017

P: 630.443.7755
W: bodwegrup.com/companies/wbk-engineering

P: 269.224.3182



SCOPE OF SERVICES

Task One – Preliminary Design

Task 1.01 – Site Plan Design Development

Based on comments and feedback from the City, Bodwé will coordinate and finalize the site plan for the proposed redevelopment. This includes updates of the overall geometry to align with the updated topographic survey (provided by others) and coordination with future proposed lot lines. Bodwé will further develop the design of proposed cross sections updating streetscapes and frontages for improvements within the public right-of-way. The finalized site geometric plan will be used to complete the design development of preliminary engineering plans.

Deliverable

1. One (1), preferred Geometric Site Plan Exhibit.
2. One (1), updated Typical Street Cross Sections exhibit.

Task 1.02 – Preliminary Engineering

Bodwé will continue design development for the preferred geometric site plan and prepare preliminary engineering drawings.

It is anticipated that Preliminary Engineering Plans will include the following sheets:

- Cover Sheet
- Existing Conditions
- Geometric Plan
- Grading Plan
- Utility Plan
- Preliminary Project Phasing Plan

Preliminary Drainage Plan

This project drains to an existing stormwater impoundment that provides stormwater detention and water quality benefits to the watershed. It is our understanding that, because the development will reduce the amount impervious surface on the overall site, and the existing stormwater impoundment is providing adequate runoff attenuation currently, the City will not require any new stormwater storage or water quality improvements for this project. Bodwé will prepare preliminary storm sewer sizing calculations and coordinate with the City to assess the condition of the existing outfall structure to determine if any improvements are needed.

Geotechnical Investigation Review

It is recommended that a geotechnical investigation be obtained, including pavement cores, borings and recommendations for building foundation design, pavement design, retaining wall design, utilities, general earthwork, BMP infiltration and construction feasibility. The cost to complete a geotechnical investigation is not included in our scope and fee, but we will assist the City in obtaining proposals, if requested, and review them with you. The contractual obligations for any geotechnical investigation will be directly between the City and the Geotechnical Consultant. If provided, Bodwé will review a geotechnical investigation and will discuss inconsistencies or challenges presented by the existing pavement and soil conditions with you.

Preliminary Landscape Design

We have excluded landscape design from our scope of work. Green spaces will be designed with turf grass only and hardscape plaza areas will be designed with typical concrete surfaces allowing for positive drainage with aesthetic improvements (i.e. decorative pavers, landscaping, street furniture) reserved for future design development by others. We will coordinate with a landscape architect if one is



hired by the City. Should the City desire us to provide these services as part of our scope, we can amend this agreement or provide a separate proposal as needed.

Preliminary Lighting Design

We have excluded lighting design from our scope of work. We will coordinate with a lighting designer if one is hired by the City, or we will incorporate City of Elkhart standard streetlight fixture locations if provided. Electrical engineering design is not included in our scope and is assumed to be performed by others. Should the City desire us to provide these services as part of our scope, we can amend this agreement or provide a separate proposal as needed.

Preliminary Engineer's Opinion of Probable Construction Cost

Based upon the information contained in the Preliminary Engineering plans, Bodwé will prepare a Preliminary Opinion of Probable Construction Cost for the site/civil improvements. This cost analysis will also consider and reflect assumed project phasing. The cost opinion WILL NOT include an estimate for improvements to existing or proposed buildings.

Task Two – Final Design

Construction Documents

Based on the preliminary engineering plans developed in Task One above, and approved by the City, Bodwé will prepare the final construction documents for the site infrastructure, such as pavement, utilities, drainage systems, and walks. The documents will be divided into a maximum of four construction phases based on the phasing plans developed in Task One, and are assumed to substantially conform to the current plan for the following phases:

- Base Plan
- Benham Avenue
- Hively Avenue (West)
- Hively Avenue (East)

Following the City's review and approval of the preliminary plans, Bodwé-WBK will add additional detail to bring plans to a level suitable for review and issuance of site construction permits. The site grading will be finalized and a SWPPP and soil erosion and sedimentation (SESC) plan will be developed sufficient for future contractor(s) to obtain a permit and submit an NOI to the Indiana Department of Environmental Management (IDEM). We anticipate that the final plan set will include the following:

- General Notes and Specifications
- Existing Conditions and Removals Plan
- Construction Staging/Phasing Plan
- SWPPP/SESC Plans
- Geometric Plans
- Grading Plans
- Utility Plans
- Utility Plan & Profile Drawings (if required)
- Roadway Typical Cross Sections
- Construction Details

We assume that FINAL architectural building footprints and layouts will be provided to us in AutoCAD format prior to the start of final engineering design for each redevelopment site. If final building footprints are unavailable, generic building footprints will be used. Future engineering revisions required based on actual building footprints, once available, are not included in our scope and would be handled as an additional service.



Bodwé-WBK assumes that specifications will be listed within the engineering plans, and that separate CSI specifications will not be required for inclusion in a project manual. It is also our assumption that boilerplate bidding and contract documents will be provided to us, and that the development of new documents will not be required. If CSI format specifications are required, or boilerplate bidding/contract documents are not available, Bodwé-WBK will provide a supplemental proposal for this work.

Final Landscape Design

As noted above, we have excluded landscape design from our scope of work. We will coordinate with a landscape architect if one is hired by the City. Should the City desire us to provide these services as part of our scope, we can amend this agreement or provide a separate proposal as needed.

Final Lighting Design

As noted above, we have excluded lighting design from our scope of work. We will coordinate with a lighting designer if one is hired by the City, or we will show locations for City of Elkhart standard streetlight fixtures if provided. We assume that electrical engineering design will be performed by others. Should the City desire us to provide these services as part of our scope, we can amend this agreement or provide a separate proposal as needed.

Final Engineer's Opinion of Probable Construction Cost

Based upon the information contained in the Construction Documents, Bodwé will prepare a final opinion of probable construction cost for the site improvements in each phase. The cost opinion WILL NOT include an estimate for improvements to existing or proposed buildings.

Final Coordination & Permitting

Bodwé will revise the final engineering plans based on feedback provided during the City of Elkhart review process. In addition, Bodwé will assist with obtaining construction permits (only providing necessary site-related design information to support the permitting process) for proposed site development improvements. We anticipate that the following permits will be required:

- Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for Stormwater
- Indiana Department of Environmental Management (IDEM) for Water Main Construction
- Indiana Department of Environmental Management (IDEM) for Sanitary Construction
- City of Elkhart Construction Permits (Site Only)



PROJECT ASSUMPTIONS AND EXCLUSIONS

Project Assumptions

In preparing this proposal, Bodwé has made assumptions which may require further verification during the design process. Any deviations from our assumptions that may increase professional service costs will be reviewed and discussed with the City prior to proceeding. Our assumptions are as follows.

- All public utilities proposed to be used are of adequate capacity and depth and no offsite utility/drainage improvements or analysis will be required.
- No new stormwater management (detention or water quality BMPs) will be required.
- Specifications for street furniture and pedestrian amenities (lighting fixtures, waste receptacles, benches, tree wells, et.al.) will be selected by others and provided to the Bodwé team.
- All meetings will be held virtually, unless specified otherwise above.
- All environmental assessment, permitting and mitigation will be performed by others.

Project Exclusions

Bodwé's Scope & Fees do not include the following services:

- Electrical/lighting design.
- Landscape and irrigation design.
- Signage design including but not limited to design of monument signs and overall wayfinding signage.
- Surveying and construction staking.
- Any survey plats, easements, final plats of subdivision, etc.
- Traffic/parking studies.
- Assistance during the bidding process (except for answering questions related to our design documents).
- Construction administration or inspection services.
- Offsite roadway improvements.
- Wetland delineation and permitting.
- Flood studies and permitting.
- Stormwater modeling for detention/retention storage or stormwater BMPs.
- Tree survey and landscape management plan.
- Offsite utility design.
- Modeling or analysis of existing utility/drainage systems.
- Mechanical or structural design.
- Fire Protection Engineering.
- Geotechnical investigation.
- Environmental assessment, remediation recommendations and permitting.
- Permit and application fees.
- Printing and delivery costs for submittals.
- Other services unless explicitly as part of the scope of services listed above.



ESTIMATE OF FEES

This proposal is presented as a lump sum for completion of the design & engineering services as outlined above, encompassing all identified tasks. The fee is based on the current understanding of the project scope, schedule, and assumptions provided at the time of this proposal. Reimbursable expenses will be invoiced on a time and materials basis and are not included in the lump sum fees for each task. We reserve the right to increase any remaining fee by 5% after December 31, 2026. Should there be a substantial change to the scope of services, project requirements, regulatory standards, site conditions, or schedule, or if additional services are reasonably determined to be necessary in the professional judgment of the Engineer, Bodwé-WBK will submit a supplemental proposal for the additional services. No additional services beyond the scope of this proposal will be undertaken without prior written authorization from the Client.

Task #	Task Name	Fee
Task One	Preliminary Design	\$124,500
Task Two	Final Design	\$196,200
Reimbursable Expenses (estimated budget)		\$750
	Total	\$ 321,450

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of Bodwé - WBK Engineering. No portion of this proposal may be shared with another firm providing similar services without our permission.

We propose to invoice monthly based on percentage of task(s) completed. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the City of Elkhart. If you have any questions, please do not hesitate to call.

Sincerely,

Bodwé - WBK Engineering, LLC

Joanne Zuo, PE, SE
Board Member

Andy Sikich, PE, CFM
Vice President – Civil Engineering

Encl: 2025 Standard Hourly Rates
General Terms & Conditions



THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR CITY OF ELKHART.

Signature:

Authorized By (Name):

Position:

Date:

AUTHORIZATION FOR FINAL DESIGN & ENGINEERING FOR WOODLAND CROSSING REDEVELOPMENT IN ELKHART, IN.

WBK ENGINEERING, LLC
2025 Standard Charges for Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 254
Engineer VI	\$ 215
Engineer V	\$ 196
Engineer IV	\$ 170
Engineer III	\$ 152
Engineer II	\$ 135
Engineer I	\$ 120
Urban Planner VI	\$ 242
Urban Planner V	\$ 182
Urban Planner IV	\$ 172
Urban Planner III	\$ 149
Urban Planner II	\$ 125
Environmental Resource Specialist V	\$ 158
Environmental Resource Specialist IV	\$ 142
Environmental Resource Specialist III	\$ 125
Environmental Resource Specialist II	\$ 110
Environmental Resource Specialist I	\$ 99
Technician V	\$ 182
Technician IV	\$ 160
Technician III	\$ 145
Technician II	\$ 110
Technician I	\$ 98
Intern	\$ 75
Administrative	\$ 85
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

Charges include overhead and profit.

WBK Engineering, LLC reserves the right to increase these rates by 5% annually.

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client:** WBK 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 of 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 resumptions 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
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. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. **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 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.

12. **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 judgement 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.

13. **Governing Law & 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 Illinois.

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.

14. **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.

15. **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.

16. **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.

17. **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".

18. **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.

19. **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.

20. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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 judgement 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.

28. 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 Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's 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 all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. **Job Site Safety/Supervision & 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 involve 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.

30. **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.

31. **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 a operation, maintenance and repair activity for which the Engineer is not responsible.

RESOLUTION NO. 25-R- 086

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING CONTRACT FOR ASBESTOS SURVEY FOR 420 SOUTH SECOND
AND APPROPRIATING FUNDS

Whereas, the Commission owns the real estate at 420 South Second- Street (the "Property"), on which it plans to demolish the improvements, and desires to employ Clean Air Services, Inc. ("CAS") under its existing contract with the City to perform asbestos survey services of the building(s) to be demolished; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve the services and appropriate the funds to cover the cost of the asbestos assessment.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of CAS to provide the asbestos assessment on the Property.
2. The Commission appropriates the sum of \$1250.00 from the Downtown Allocation Area No. 1 Special Fund to pay for the services.
3. The Officers of the Commission are authorized and directed to perform all acts and enter into all Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF NOVEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 11/4/2025
Re: 420 S 2nd St. Asbestos Assessment

Development Services is requesting an appropriation for an asbestos survey of 420 S 2nd St. by Clean Air Services, Inc.

The City of Elkhart acquired the property and structures of 420 S 2nd St. when it acquired the former Chase/St. Joe Valley Bank building at 121 W Franklin St. Redevelopment plans for 420 S 2nd St. and adjacent properties include a parking lot or parking structure for City use. Demolition of existing structures and removal of existing pavements is necessary for the planned use. It is our desire to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the assessment of hazardous materials prior to the demolition of the facility.

Clean Air Services, Inc. has a contract with the City of Elkhart, Indiana to perform asbestos assessment and remediation.

We are requesting the Redevelopment Commission appropriate \$1250 to Clean Air Environmental Services, Inc. for asbestos assessment of 420 S 2nd St.

CLEAN AIR

Environmental Services, Inc.
PO Box 314
North Liberty, IN 46554

Estimate

Date	Estimate #
11/4/25	

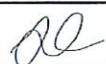
Name / Address
City of Elkhart 201 S Second St Elkhart IN Attn Jacob Wolgamood

Description	Cost	Total
	30 Days	Inspection
Asbestos inspection at property address 420 S Second St Elkhart IN		

Respectfully Submitted
Ryan Cavinder

Total \$1,250.00

Signature



Phone #	Fax #	E-mail
574-232-6607	574-516-6654	rlcavinder@gmail.com

RESOLUTION NO. 25-R-087

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING CONTRACT FOR ASBESTOS SURVEY FOR 812 SOUTH MAIN AND
APPROPRIATING FUNDS

Whereas, the Commission owns the real estate at 812 South Main Street (the "Property"), on which it plans to demolish the improvements, and desires to employ Clean Air Services, Inc. ("CAS") under its existing contract with the City to perform asbestos survey services of the building(s) to be demolished; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve the services and appropriate the funds to cover the cost of the asbestos assessment.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of CAS to provide the asbestos assessment on the Property.
2. The Commission appropriates the sum of \$600.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to pay for the additional services.
3. The Officers of the Commission are authorized and directed to perform all acts and enter into all Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF NOVEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Community and Redevelopment

Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 11/4/2025
Re: 812 S Main Asbestos Assessment

Development Services is requesting an appropriation for an asbestos survey of 812 S Main by Clean Air Services, Inc.

812 S Main, formerly operating as Mr. Bubbles car wash, was listed for sale by the property owner in 2024. The Department of Redevelopment acquired the property in the spring of 2025 with plans for a mixed-use development bringing housing and commercial space to the South Main corridor. Demolition of existing structures and removal of existing pavements is necessary for the planned use. It is our desire to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the assessment of hazardous materials prior to the demolition of the facility.

Clean Air Services, Inc. has a contract with the City of Elkhart, Indiana to perform asbestos assessment and remediation.

We are requesting the Redevelopment Commission appropriate \$600 to Clean Air Environmental Services, Inc. for asbestos assessment of 812 S Main St.

CLEAN AIR

Environmental Services, Inc.
PO Box 314
North Liberty, IN 46554

Estimate

Date	Estimate #
11/4/25	

Name / Address
City of Elkhart 201 S Second St Elkhart IN Attn Jacob Wolgamood

Description	Terms	Project
	30 Days	Inspection
	Cost	Total
Asbestos inspection at the former Bubbles car wash at 812 S Main St Elkhart IN		
Respectfully Submitted Ryan Cavinder	Total	\$600.00

Signature



Phone #	Fax #	E-mail
574-232-6607	574-516-6654	rlcavinder@gmail.com

RESOLUTION NO. 25-R- 088

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING 2026 SPENDING PLAN

Whereas, the Commission is required to approve and submit to the DLGF by December 1 of each year an annual spending plan for the upcoming year; and

Whereas, the Commission has received and reviewed the proposed spending plan for calendar year 2026, a copy of which is attached hereto (the “2026 Spending Plan”); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the 2026 Spending Plan be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the 2026 Spending Plan attached hereto.
2. The Officers of the Commission are hereby authorized to cause this Plan to be filed with the DLGF and do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 12TH DAY OF NOVEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Dina Harris, Secretary

AEROPLEX TIF

Beginning Balance	\$	2,880,415
 PROJECTED 2026 REVENUE	\$	652,870
Expense Category 41 - Personnel	\$	5,000
Staff Salary	\$	5,000
Expense Category 42 - Supplies	\$	1,000
Tools & Equipment	\$	1,000
Expense Category 43 - Other Services	\$	395,000
Professional Services	\$	100,000
Contract Services	\$	20,000
Brownfield Services	\$	-
Bond & Loan Payments	\$	-
Loan Disbursements	\$	-
Repairs & Maintenance	\$	275,000
Expense Category 44 - Capital Outlay	\$	500,000
Land Improvements Other Than Bldngs	\$	-
Buildings and Structures	\$	-
Infrastructure	\$	500,000
Acquisition	\$	-
 EXPENSE TOTAL	\$	901,000
 Ending Balance	\$	2,632,285

CASSOPOLIS TIF

Beginning Balance	\$ 13,764,961	
PROJECTED 2026 REVENUE	\$ 4,852,990	
Expense Category 41 - Personnel		\$ 30,000
Staff Salary	\$ 30,000	
Expense Category 42 - Supplies		\$ 6,500
Tools & Equipment	\$ 6,500	
Expense Category 43 - Other Services		\$ 4,325,000
Professional Services	\$ 300,000	
Contract Services	\$ 25,000	
Brownfield Services	\$ -	
Bond & Loan Payments	\$ -	
Loan Disbursements	\$ 4,000,000	
Repairs & Maintenance	\$ -	
Expense Category 44 - Capital Outlay		\$ 1,250,000
Land Improvements Other Than Bldngs	\$ -	
Buildings and Structures	\$ -	
Infrastructure	\$ 1,000,000	
Acquisition	\$ 250,000	
EXPENSE TOTAL		\$ 5,611,500
Ending Balance		\$ 13,006,451

DOWNTOWN TIF		
Beginning Balance	\$ 6,129,986	
PROJECTED 2026 REVENUE	\$ 2,925,630	
Expense Category 41 - Personnel		\$ 30,000
Staff Salary	\$ 30,000	
Expense Category 42 - Supplies		\$ 6,500
Tools & Equipment	\$ 6,500	
Expense Category 43 - Other Services		\$ 6,469,500
Professional Services	\$ 400,000	
Contract Services	\$ 2,500,000	
Brownfield Services	\$ 50,000	
Bond & Loan Payments	\$ 1,519,500	
Loan Disbursements	\$ 2,000,000	
Repairs & Maintenance	\$ -	
Expense Category 44 - Capital Outlay		\$ 250,000
Land Improvements Other Than Bldngs	\$ 250,000	
Buildings and Structures	\$ -	
Infrastructure	\$ -	
Acquisition	\$ -	
EXPENSE TOTAL		\$ 6,756,000
Ending Balance		\$ 2,299,616

SOUTH CONSOLIDATED TIF

Beginning Balance	\$ 6,013,619	
PROJECTED 2026 REVENUE	\$ 2,772,950	
Expense Category 41 - Personnel		\$ 30,000
Staff Salary	\$ 30,000	
Expense Category 42 - Supplies		\$ 6,500
Tools & Equipment	\$ 6,500	
Expense Category 43 - Other Services		\$ 4,786,667
Professional Services	\$ 350,000	
Contract Services	\$ 60,000	
Brownfield Services	\$ 100,000	
Bond & Loan Payments	\$ 770,000	
Loan Disbursements	\$ 3,506,667	
Repairs & Maintenance	\$ -	
Expense Category 44 - Capital Outlay		\$ 1,000,000
Land Improvements Other Than Bldngs	\$ 300,000	
Buildings and Structures	\$ 700,000	
Infrastructure	\$ -	
Acquisition	\$ -	
EXPENSE TOTAL		\$ 5,823,167
Ending Balance		\$ 2,963,402

TECH PARK TIF		
Beginning Balance	\$ 1,081,549	
PROJECTED 2026 REVENUE	\$ 316,240	
Expense Category 41 - Personnel		\$ 5,000
Staff Salary	\$ 5,000	
Expense Category 42 - Supplies		\$ 1,000
Tools & Equipment	\$ 1,000	
Expense Category 43 - Other Services		\$ 595,000
Professional Services	\$ 75,000	
Contract Services	\$ 20,000	
Brownfield Services	\$ 500,000	
Bond & Loan Payments	\$ -	
Loan Disbursements	\$ -	
Repairs & Maintenance	\$ -	
Expense Category 44 - Capital Outlay		\$ -
Land Improvements Other Than Bldngs	\$ -	
Buildings and Structures	\$ -	
Infrastructure	\$ -	
Acquisition	\$ -	
EXPENSE TOTAL		\$ 601,000
Ending Balance		\$ 796,789

RESOLUTION NO. 25-R-089

**A RESOLUTION OF THE CITY OF ELKHART REDEVELOPMENT COMMISSION
APPROVING MOU WITH RIVER DISTRICT DEVELOPMENT COMPANY, LLC**

WHEREAS, River District Development Company, LLC (the "Company") desires a one year exclusivity period to update its development plan for the River District and negotiate the terms of a Development Agreement for acquisition and development of real estate in Zones 2 and 3; and

WHEREAS, there has been presented to the Commission for its consideration a Memorandum of Understanding ("MOU") pertaining to potential further development in River District Zones 2 and 3 in the form set forth at Exhibit A attached hereto and incorporated herein (the "MOU"); and

WHEREAS, the Commission has determined that the completion of the development is in the best interests of the citizens of the City, and the MOU should be approved.

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

SECTION 1. The Redevelopment Commission hereby approves the MOU substantially in the form attached hereto and authorizes the President and Secretary of the Commission to execute and attest the MOU, with such changes as the President and legal counsel shall approve.

SECTION 2. The officers are hereby authorized and directed to take all such actions and to execute all such instruments, including, without limitation, the MOU as they deem proper and necessary upon the advice of counsel to carry out the transactions contemplated by this Resolution.

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

ADOPTED at a meeting of the City of Elkhart Redevelopment Commission held on November 12, 2025.

**CITY OF ELKHART REDEVELOPMENT
COMMISSION**

By: _____
Sandra Schreiber, President

ATTEST:

Dina Harris, Secretary

Exhibit A

(See attached Form of Economic Development Agreement)

ECONOMIC DEVELOPMENT MEMORANDUM OF UNDERSTANDING (River District Zones 2 and 3)

The CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT ACTING BY AND THROUGH ITS REDEVELOPMENT COMMISSION (the “**Commission**”), and RIVER DISTRICT DEVELOPMENT COMPANY, LLC, an Indiana limited liability company, or its designee or assign (the “**Developer**”), desire to enter into this Economic Development Memorandum of Understanding (the “**MOU**”), dated as of this _____ day of November, 2025, regarding their intent to enter into an Economic Development Agreement relating to an economic development project in the City of Elkhart, Indiana (the “**City**”), to be undertaken by the Developer. The purpose of this MOU is to set forth the current intent of the parties with respect to the general terms, conditions and incentives to be included in the final Economic Development Agreement (the “**Development Agreement**”) to be entered into by the City, the Commission and the Developer.

RECITALS:

A. The Commission desires to foster redevelopment and economic development within the City, particularly within the River District Economic Development Area, an economic development area previously declared and subsequently amended by the Commission and designated as an allocation area for purposes of tax increment finance pursuant to INDIANA CODE § 36-7-14 *et seq.* (the “**Act**”); and

B. The Developer has approached the Commission regarding the construction of a residential apartment and mixed-use development, as further described at Exhibit A attached hereto, the “**Project**”, which Project will be located on certain parcels of real property located within the City (as further described at Exhibit B attached hereto, the “**Property**”); and

C. The Developer may request certain economic development assistance from the Commission; and

D. The Commission has determined that the completion of the Project is in the best interests of the citizens of the City, and therefore the Commission desires to work with the Developer in creation of a viable plan for approval and completion of the Project; and

E. The Commission and the Developer desire to enter into this MOU in order to memorialize the current status of such negotiations as well as the intent of the parties as to finalizing a Development Agreement to be presented for the required approvals.

NOW, THEREFORE, the parties have agreed upon the following terms and conditions relative to their negotiations and the basic terms to be included in the final Development Agreement relating to the Project:

ARTICLE I RECITALS

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

of this MOU as though they were fully set forth in this Section 1.01.

ARTICLE II **MUTUAL ASSISTANCE; DEVELOPMENT AGREEMENT; BINDING EFFECT**

2.01 **Mutual Assistance.** The parties agree to use their good faith efforts to negotiate a Development Agreement which may be submitted for such approvals as are required by law, and to carry out the terms therein if such approvals are obtained.

2.02 **Development Agreement.** The parties shall use all reasonable efforts to enter into the Development Agreement on or before September 30, 2026. During this time period, the Developer shall use all reasonable efforts to obtain any financing necessary to secure the funds for the Project. In addition, during this time period, the Developer shall have the exclusive right to purchase the Property from the Commission.

2.03 **Binding Effect.** Except for the right of entry set forth in Section 3.02 hereof and the obligations of the Commission set forth in Sections 4.05 and 4.06 hereof, it is expressly understood that the terms of this MOU do not constitute a binding obligation on the parties to enter into a Development Agreement relating to the Project. The Developer shall not be bound to purchase the Property or construct the Project, and the Commission shall not be bound to transfer title to the Property or provide any Economic Development Incentives for the Project, unless and until the Development Agreement is duly approved and executed by the parties and all approvals and actions required under Indiana law have been obtained and completed. It is contemplated that the Development Agreement shall contain such terms, covenants, conditions, warranties and representations as are customary or appropriate in transactions of this nature. As stated in the Development Agreement, the Development Agreement shall supersede and replace this MOU upon execution; however, if the parties do not enter into a Development Agreement by September 30, 2026, then this MOU and its terms shall automatically expire without further notice or execution of any documentation by the parties.

ARTICLE III **PROPERTY AND PROJECT**

3.01 **Property.** Subject to the execution of a final Development Agreement between the parties and further proceedings required by law, the Developer intends to acquire the Property from the Commission as set forth herein, and improve the Property. The parties understand that the sale of the Property by the Commission is subject to certain governmental processes and approvals required under Indiana law, and nothing herein constitutes a binding commitment of any governmental body that any required approval will be obtained.

3.02 **Access to Property.** Upon approval and execution of this MOU and in advance of the finalization of the Development Agreement, the Commission will provide the Developer and its consultants access to the Property for the purpose of inspecting the Property and conducting any necessary surveys, soil and environmental testing, and other testing and inspections to ensure suitability for the Project.

3.03 **Project.** Subject to the execution of a final Development Agreement between the

parties, the Developer desires to proceed with the Project substantially as described at Exhibit A attached hereto; *provided, however,* that the Developer shall be permitted to make such modifications as the Developer determines to be prudent and/or necessary following Developer's due diligence of the Property.

ARTICLE IV ECONOMIC DEVELOPMENT INCENTIVES

4.01 Real Property. Subject to the execution of a final Development Agreement between the parties and further proceedings required by law, the Commission will undertake such action as may be necessary to seek the necessary approvals to dispose of the Property to the Developer pursuant to the Act and the terms and conditions of the Development Agreement to be negotiated by the parties..

4.02 Demolition of Existing Structures. Subject to the execution of a final Development Agreement between the parties and further proceedings required by law, the Developer will accept the Property as is, where is, without additional representation or warranty of any kind whatsoever. The provisions of this Section 4.02 shall not apply to any underground structures discovered during Developer due diligence, the removal of which, if necessary, will be negotiated in the Development Agreement.

4.03 Conveyance of Additional Real Property. Subject to the execution of a final Development Agreement between the parties and further proceedings required by law, the Commission will consider undertaking to dispose of its interests and those of the City in certain real property associated with the existing rights-of-way as needed and approved as part of the final design of the Project.

4.04 Proforma and Potential Incentives. By _____, 2026, Developer shall provide the Commission a detailed development proforma including projected Project construction costs, committed private investment, third party financing commitments and funding gaps, and advise Commission of all public incentives, if any, needed to fill any financing gap as well as any local public improvements that may be needed to complement the Project. City will consider such requests and determine the type and amounts of incentives that may be available which would constitute a match of the READI funds committed to the Project..

4.05 Regional Development Authority. The Commission will coordinate with the Developer and the Northeast Indiana Regional Development Authority pursuant to INDIANA CODE § 36-7.6-2 *et seq.* in order to obtain the Regional Cities Initiative grant in the amount of \$1,865,000 authorized under INDIANA CODE §5-28-38 *et seq.* and any and all other state incentives available to the Project.

As part of the public incentives, the City and the Commission will consider providing the Developer with tax increment financing assistance for the Project, payable solely from tax increment revenues derived solely from the Project located on the Property in the form of (a) pay-as-you-go tax increment assistance that may be evidenced by an economic development tax increment revenue bond to be issued to the Developer or a related party in accordance with the terms and conditions of the Development Agreement, or (ii) an economic development tax

increment revenue bond to be issued to a third party in accordance with the terms and conditions of the Development Agreement. The amount, interest rate, if any, and payment terms of any such economic development tax increment revenue bond will be as set forth in the Development Agreement. To the extent required by any third party purchaser of such bond, the Developer agrees to provide a taxpayer agreement to provide a guarantee in such form as may be negotiated with such third party purchaser of the payment of property taxes with respect to the Project. Any economic development tax increment revenue bond will provide for the capture of such percentage of the incremental real property tax revenues as the parties commit in the Development Agreement (the “**Tax Increment**”) generated from the Project located on the Property each year for a period of not to exceed twenty-five (25) years, with the exact period to be finally agreed to by the parties hereto in the Development Agreement.

ARTICLE V **GENERAL PROVISIONS**

5.01 No Agency, Partnership or Joint Venture. Nothing contained in this MOU nor any act of the Commission and the Developer, or any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or of principal and agent, limited or general partnership, or joint venture between the Commission and the Developer.

5.02 Indemnification. The Developer hereby agrees to indemnify and hold harmless the Commission and the City (including any members, directors, officials, officers, agents, attorneys and employees thereof) from all liabilities, losses, damages, costs, expenses (including attorneys’ fees and expenses of the Commission and the City), causes of action, suits, claims, demands and judgments of any nature arising from or relating to the exercise of the Developer’s right of entry set forth in Section 3.02.

5.03 Development Agreement. The Commission and the Developer acknowledge and agree that this MOU is designed to set forth the general terms and conditions upon which they will pursue the transactions contemplated herein culminating in the execution of a definitive Development Agreement as provided in Section 2.02 hereof.

5.04 No Other Agreement. The parties concur that this MOU constitutes the parties' mutual recognition that no other contracts or MOUs, oral or written, exists between them with respect to the subject matter contained herein and that if such oral or written contracts or agreements exist, such are hereby superseded. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding with respect to the subject matter hereof not reduced to writing and incorporated into this MOU prior to the execution hereof or not reduced to writing and incorporated into written amendments to this MOU.

5.05 Severability. Wherever possible, each provision of this MOU shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this MOU shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MOU.

5.06 **Amendment.** This MOU may be amended only in writing signed by each of the parties.

5.07 **Indiana Law.** This MOU and all Exhibits attached hereto shall be construed in accordance with the laws of the State of Indiana.

5.08 **Venue.** The parties agree that if any litigation arises out of this MOU that such litigation shall be brought in a court of competent jurisdiction in Elkhart County, Indiana.

5.09 **Headings.** Headings in this MOU are for convenience only and shall not be used to interpret or construe its provisions.

5.10 **Effective Date.** Notwithstanding anything herein to the contrary, this MOU shall not be effective until all parties hereto have executed this MOU and the Commission has approved or ratified this MOU at public meetings, as required under Indiana law.

5.11 **Counterparts.** This MOU may be executed in several counterparts but taken together shall be one and the same instrument and all shall be deemed originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SIGNATURE PAGE TO
ECONOMIC DEVELOPMENT MEMORANDUM OF UNDERSTANDING
(River District Zones 2 and 3)**

“Developer”

**RIVER DISTRICT DEVELOPMENT COMPANY,
LLC**

By: _____
Printed Name: _____
Its: _____

“Redevelopment Commission”

**CITY OF ELKHART DEPARTMENT OF
REDEVELOPMENT**

By: _____
Sandra Schreiber, President

Attest:

Dina Harris, Secretary

EXHIBIT A

DESCRIPTION OF PROJECT

[See attached.]

EXHIBIT B

DESCRIPTION OF THE PROPERTY

[See attached.]

RESOLUTION NO. 25-R-090

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING ENVIROFORENSICS G&W
PFAS TESTING SERVICES AND APPROPRIATING FUNDS FOR PAYMENT

Whereas, The Commission filed suit to recover its damages arising from environmental contamination and has employed Enviroforensics to study and identify the nature and extent of the contamination at the G&W Industries, Inc. site to enable the development of a remedial approach to obtain regulatory closure and development of a cost estimate, and

Whereas, legal counsel has recommended that Enviroforensics duties be extended to include conducting PFAS testing (the "Additional Services"); and

Whereas, the Commission has reviewed the proposed scope and estimated budget for the Additional Services and believes it is in the best interest of the City and its inhabitants that the Additional Services be approved, and the funds appropriated to pay the same.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Additional Services of Enviroforensics in the amount of \$18,196 in accordance with the proposal attached hereto.
2. The Commission appropriates the sum of \$18,196.00 from the Consolidated South Elkhart Economic Development/Redevelopment TIF Area Special Fund to cover the cost of the Additional Services. Any unused funds remaining after completion of the Services will be returned to the appropriate fund.
3. 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 12th DAY OF NOVEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary



October 28, 2025

Elkhart Redevelopment Commission
For the City of Elkhart
229 South Second Street
Elkhart, IN 46516

c/o Mr. Brent Huber, Esq.
Ice Miller LLP

Subject: **Proposal for PFAS Investigation**
Former G&W Industries, Inc.
2306 South Main Street
Elkhart, Indiana

Mr. Huber:

As requested, EnviroForensics LLC (EnviroForensics) is pleased to present this proposal to perform a per- and polyfluoroalkyl substances (PFAS) investigation for the former G&W Industries facility, located at 2306 South Main Street in Elkhart, Indiana (the Site). EnviroForensics proposes to collect groundwater samples from existing monitoring wells to determine whether PFAS are present at concentrations exceeding maximum contaminant levels (MCLs).

SCOPE OF SERVICES

Phase 14a – Groundwater Sampling

- Prepare this work scope and cost estimate for PFAS investigation
- Mobilize to Site, gauge, and sample five (5) source area and near-source monitoring wells (MW-1, MW-2, MW-3, MW-8, MW-8D) historically exhibiting the highest concentrations of trichloroethene (TCE) and hexavalent chromium (Cr VI)
 - Wells will be purged and sampled using PFAS-free disposable bailers
 - Non-disposable equipment will be decontaminated using PFAS-free water
 - Collect one (1) duplicate sample and one (1) matrix spike/matrix spike duplicate (MS/MSD) for quality assurance/quality control purposes (QA/QC)
- Submit samples, including one (1) trip blank, for laboratory analysis of PFAS via U.S. EPA Method 1633

Phase 14b – Data Analysis

- Evaluate laboratory analytical results and prepare brief memorandum (including tables and figures) summarizing investigation activities and findings
- Communicate with client regarding results

Phase 14c – Waste Management

- Containerize investigation derived media (IDM) generated during groundwater monitoring activities and stage drum onsite for disposal during a separate mobilization
- Collect one (1) composite sample from drum for waste characterization purposes and submit for analysis of VOCs via U.S. EPA Method 8260.
- Coordinate disposal of IDM and oversee drum removal
 - A representative from the City of Elkhart will sign the hazardous waste manifest as the generator
- Estimate assumes waste will be managed as hazardous waste due to presence of F-listed solvents in groundwater. Waste will likely be eligible for management as non-hazardous waste via a Contained-In Determination (CID) from the Indiana Department of Environmental Management (IDEM). However, the cost to prepare and submit a CID request to IDEM is expected to exceed the cost savings associated with non-hazardous waste disposal. The anticipated volume of hazardous waste generated sampling five (5) wells is not expected to exceed federal limits for Very Small Quantity Generators (VSQGs).

SCHEDULE

EnviroForensics will initiate coordination upon receipt of the signed Authorization page (attached). Groundwater samples are expected to be completed over the course of two (2) days. Results are expected approximately 15 days after submittal for laboratory analysis. We anticipate submitting the summary memorandum within 15 business days of receiving laboratory analytical results.

COST ESTIMATE

The Scope of Services will be performed on a time and materials basis at an estimated cost of **\$18,196** (see attached estimate details)



It should be noted that certain limitations and circumstances encountered during the implementation of this work may result in the need for additional work activities and/or additional costs incurred. In these situations, EnviroForensics will communicate with you regarding the need for additional work items and the estimated costs. Upon request, EnviroForensics will issue a written Change Order, summarizing the additional required work activities and/or estimated costs.

PAYMENT

Each month, EnviroForensics will submit an invoice to the client's designated point of contact for payment processing. Should charges be in dispute, those disputed charges should be identified in writing and sent to EnviroForensics within 30 days. Unless identified in writing as being disputed charges, any undisputed charges are to be paid under terms of Net 30 and will accrue interest at the rate of 12% per annum.

EnviroForensics appreciates the opportunity to submit this proposal and looks forward to assisting with this effort. This proposal should not be shared with any other person or entity without the express prior written approval. If this proposal is not accepted within 90 days, the pricing may be subject to review. Please contact me if you have any questions.

Sincerely,
EnviroForensics, LLC

A handwritten signature in black ink that reads "Matthew Bono".

Matthew Bono, CHMM
Vice President

Attachments:
Authorization
Figure 1 – Monitoring Well Groundwater Analytical Results
Cost Estimate Details
Terms and Conditions



AUTHORIZATION

I have read the attached Proposal dated October 28, 2025, including the Scope of Services, Schedule, Cost Estimate, Terms and Conditions, and Payment details as presented by EnviroForensics. By signing below, I authorize EnviroForensics to proceed under the Scope of Services as described herein. I understand that EnviroForensics will conduct this work without warranty, either express or implied, and that no such warranty is in consideration under this agreement. Work performed outside the above scope of services will be considered a change order and will be discussed before additional costs are incurred.

Any changes to this agreement must be mutually acceptable to both parties and agreed to in writing.

EnviroForensics, LLC

By:

A handwritten signature in black ink that reads "Matthew Bono".

Date: October 28, 2025

Printed: Matthew Bono, CHMM

Title: Vice President

Accepted by: _____ Date: _____

Printed Name: _____

Title: _____

Please provide the following information to ensure timely invoice delivery and processing:

Client Billing Contact Name: _____

Client Billing Email: _____

Client Billing Phone: _____

By signing this authorization, client confirms the information above is accurate and accepts responsibility for additional costs associated with delayed payment of undisputed charges

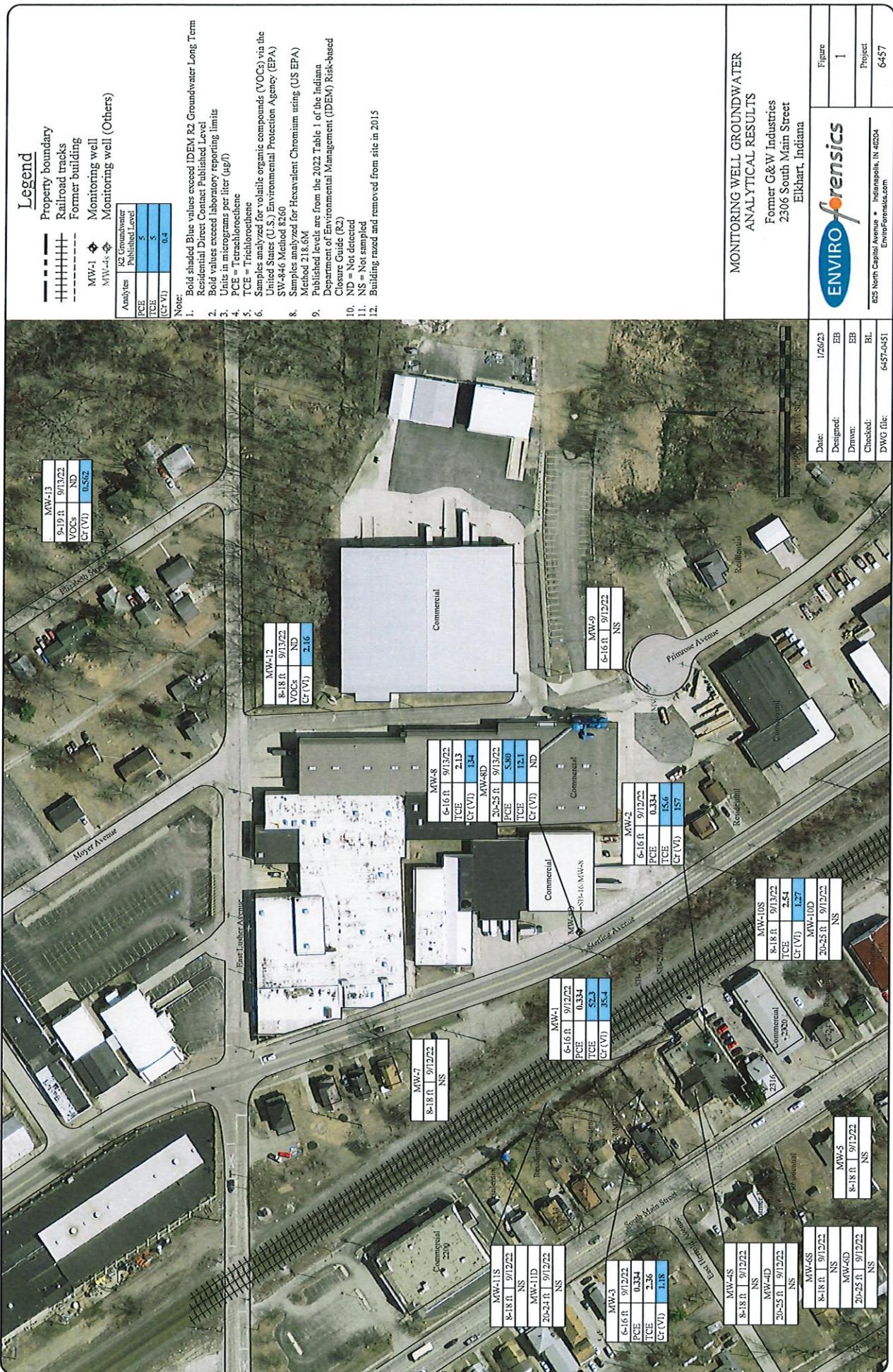




TABLE 1
COST ESTIMATE
Former G&W Industries
Elkhart, Indiana

TASK	LABOR COSTS	SUB-CONTRACTOR COSTS	DIRECT COSTS	PHASE COST
Phase 14a - Groundwater Sampling				
Complete groundwater sampling activities	\$4,280.00	\$5,559.10	\$1,299.45	\$11,139
Phase 14b - Data Analysis				
Evaluate results and prepare summary memorandum	\$4,025.00	\$0.00	\$0.00	\$4,025
Phase 14c - IDM Management				
Coordinate investigation derived media (IDM) disposal	\$1,860.00	\$1,012.58	\$160.00	\$3,033
TOTAL	\$10,165	\$6,572	\$1,459	\$18,196

Project Title:
Project Number/Name:
Date:

PFAS Investigation
6457 - Former G&W Industries
10/28/2025



Phase 14a - Groundwater Sampling						
Labor - Field		Price	Unit	# Units	Subtotal	Task Total
Sr Field Professional		\$ 125.00	hr	15.0	\$1,875.00	
					\$1,875.00	\$1,875.00
Labor - Office/Reporting		Price	Unit	# Units	Subtotal	Task Total
Sr Professional		\$ 225.00	hr	5.0	\$1,125.00	
Project Professional		\$ 165.00	hr	7.0	\$1,155.00	
Sr Field Professional		\$ 125.00	hr	1.0	\$125.00	
					\$2,405.00	\$2,405.00
Contractor/Consultant - Laboratory		Price	Unit	# Units	Markup	Subtotal
GW - PFAS		\$ 520.00	ea	5.0	1.15	\$2,990.00
GW - PFAS QA/QC		\$ 520.00	ea	2.0	1.15	\$1,196.00
Trip Blank - PFAS		\$ 520.00	ea	1.0	1.15	\$598.00
Laboratory Sustainability Fee		\$ 50.00	ea	1.0	1.15	\$57.50
Level IV QA/QC (15%)						\$717.60
						\$5,559.10
						\$5,559.10
Direct Costs - Expenses		Price	Unit	# Units	Markup	Subtotal
Hotel		\$ 165.00	day	1.0	1.15	\$189.75
Meals		\$ 79.00	LS	2.0	1.15	\$181.70
						\$371.45
						\$371.45
Direct Costs - Chargeable Equipment Expense		Rate (hr/unit)	# Hrs/Units	Rate (day/use)	# days/use	Subtotal
Vehicles	Field Vehicle - Full Day	\$ 36.50		\$ 160.00	2	\$ 320.00
Meters	Elec. Well Sounder (Probe)			\$ 55.00	2	\$ 110.00
Sampling	Bailers (Disposable)	\$ 13.00	6			\$ 78.00
	PFAS Free Water (Gallon)	\$ 45.00	4			\$ 180.00
Other	55-Gallon Drum	\$ 100.00	1			\$ 100.00
Safety	Nitrile Sampling Gloves (Disposable)	\$ 0.25	40			\$ 10.00
	Routine Field and Safety Equipment			\$ 65.00	2	\$ 130.00
						\$ 928.00
						\$928.00
	PHASE TOTAL					\$11,138.55

Project Title:
Project Number/Name:
Date:

PFAS Investigation
6457 - Former G&W Industries
10/28/2025



Project Title:
Project Number/Name:
Date:

PFAS Investigation
6457 - Former G&W Industries
10/28/2025



Phase 14c - IDM Management

Labor - Field	Price	Unit	# Units		Subtotal	Task Total
Sr Field Professional	\$ 125.00	hr	6.0		\$750.00	
					\$750.00	\$750.00
Labor - Office/Reporting	Price	Unit	# Units		Subtotal	Task Total
Sr Professional	\$ 225.00	hr	2.0		\$450.00	
Project Professional	\$ 165.00	hr	4.0		\$660.00	
					\$1,110.00	\$1,110.00
Contractors/Consultants	Price	Unit	# Units	Markup	Subtotal	Task Total
Waste Disposal (estimate)	\$ 800.00	drum	1.0	1.15	\$920.00	
					\$920.00	\$920.00
Contractor/Consultant - Laboratory	Price	Unit	# Units	Markup	Subtotal	
GW VOC 8260 - Waste Characterization	\$ 70.00	ea	1.0	1.15	\$80.50	
					\$92.58	\$92.58
Direct Costs - Chargeable Equipment Expense	Rate (hr/unit)	# Hrs/Units	Rate (day/use)	# days/use	Subtotal	
Vehicles	Field Vehicle - Full Day	\$ 36.50	\$ 160.00	1	\$ 160.00	
					\$ 160.00	\$160.00
PHASE TOTAL						\$3,032.58



TERMS AND CONDITIONS

ENVIROFORENSICS' GENERAL TERMS and CONDITIONS

TERMS - Invoices for services will be submitted by EnviroForensics, LLC (EnviroForensics) monthly or when the work is completed. Invoices will be due within 30 days. Should charges be in dispute, those disputed charges should be identified in writing and sent to EnviroForensics within 30 days. Unless identified in writing as being disputed charges, any undisputed charges are to be paid under terms of Net 30 and will accrue interest at the rate of 12% per annum. Any invoice not paid within 90 days will be considered in Default and subject to collection. CLIENT will be held responsible for any and all collection fees and reasonable attorney's fees in connection with attempts to collect any balance due or owed.

SAMPLES - All soil samples will be disposed of 30 days after issuance of our report unless CLIENT advises EnviroForensics otherwise. Upon request, EnviroForensics will deliver samples to CLIENT at CLIENT's expense, or EnviroForensics will store them for an agreed storage charge. If the samples contain hazardous materials, the samples shall be deemed CLIENT's property at all times and CLIENT shall be responsible for the disposal of such samples.

RIGHT OF ENTRY - CLIENT shall provide for EnviroForensics' right to enter from time to time property owned by CLIENT and/or other(s) in order for EnviroForensics to fulfill the scope of service indicated hereunder. EnviroForensics will use reasonable care to minimize damage to property. However, CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT. If EnviroForensics is asked to restore the property, EnviroForensics will charge an additional amount to so restore the property.

BURIED UTILITIES - CLIENT will furnish to EnviroForensics information identifying the type and location of utility lines and other man-made objects beneath the site's surface to the extent CLIENT has such information. EnviroForensics will take reasonable precautions to avoid damaging these man-made objects. CLIENT agrees to waive any claim against EnviroForensics and to defend, indemnify and hold EnviroForensics harmless from any claim or liability for injury or loss allegedly arising from EnviroForensics' damaging underground utilities or other man-made objects that were required to be called to EnviroForensics' attention or which were not properly located on plans furnished to EnviroForensics. EnviroForensics shall contact IUPPS or other appropriate utility locating firms or entities to determine the location of underground utilities prior to commencement of work.

LIMITATIONS OF LIABILITY - CLIENT hereby agrees, that to the fullest extent permitted by law, EnviroForensics' total liability to CLIENT, all consultants, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever, including without limitation, attorneys fees and costs, arising out of or in any way relating to the services covered by this AGREEMENT from any cause or causes including but not limited to EnviroForensics' negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the CLIENT for the services of EnviroForensics under this contract or \$500,000, whichever is greater. CLIENT is protected for errors and omissions by an insurance policy with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

INDEMNIFICATION - To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold EnviroForensics, its agents, subcontractors and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages and other liabilities arising out of or in any way related to EnviroForensics' reports or recommendations concerning this AGREEMENT, EnviroForensics' presence on the project property, or the presence, release or threatened release of asbestos, hazardous substances or pollutants on or from the project property, provided the CLIENT shall not indemnify EnviroForensics against liability for damages to the extent directly caused by the sole negligence or intentional misconduct of EnviroForensics, its agents, subcontractors or employees.

NO SPECIAL OR CONSEQUENTIAL DAMAGES - CLIENT and EnviroForensics agree that, to the fullest extent permitted by law, EnviroForensics shall not be liable to the CLIENT for any special indirect or consequential damages whatsoever, whether caused by EnviroForensics' negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

GENERAL LIABILITY INSURANCE AND LIMITATION - EnviroForensics is protected by Workmen's Compensation and Employer's Liability Insurance, and by Public Liability Insurance for bodily injury and property damage with a combined limit of \$1,000,000, and will furnish certificates thereof upon request. EnviroForensics assumes the risk of damage to its own supplies and equipment proximately resulting from EnviroForensics' sole negligence or willful misconduct. If CLIENT's contract or purchase order places greater responsibilities upon EnviroForensics or requires further insurance coverage, EnviroForensics, if specifically directed by CLIENT, will take out additional insurance (if procurable) at CLIENT's expense; but EnviroForensics shall not be responsible for property damage from any cause, including fire, and explosion, beyond the amounts and coverage of EnviroForensics' insurance.

STANDARD OF CARE - Services performed by EnviroForensics under this AGREEMENT will be conducted 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, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS - If pollutants are discovered that pose unanticipated risks while EnviroForensics is performing these services, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that this contract shall immediately become subject to renegotiation or termination. In the event that the AGREEMENT is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that EnviroForensics shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of terminations of this AGREEMENT, including, if necessary any additional labor or reimbursable charges incurred in demobilizing. CLIENT also agrees that the discovery of unanticipated hazardous substances may make it necessary for EnviroForensics to take immediate measures to protect human health and safety. EnviroForensics agrees to notify CLIENT as soon as possible should unanticipated hazardous substances or suspected hazardous substances be encountered. CLIENT authorizes EnviroForensics to take measures that in EnviroForensics' sole judgment are justified to preserve and protect the health and safety of EnviroForensics' personnel and the public. CLIENT agrees to compensate EnviroForensics for the additional cost of working to protect employees and the public health and safety.

AQUIFER CONTAMINATION - Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other aqueous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which EnviroForensics may perform on CLIENT's behalf, CLIENT waives any claim against EnviroForensics, and agrees to defend, indemnify and hold EnviroForensics harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. CLIENT further agrees to compensate EnviroForensics for any time spent or expenses incurred by EnviroForensics in defense of any such claim, in accordance with EnviroForensics' prevailing fee schedule and expense reimbursement policy.

DISPUTES - If a dispute arises out of or relating to this AGREEMENT or the breach thereof that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association, or other similar organization. If a lawsuit is filed and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees and other claim-related expenses.

RESOLUTION NO. 25-R- 091

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING WOODLAND
CROSSING CAM BUDGET FOR CALENDAR YEAR 2026

Whereas, the Commission has received and reviewed the proposed Woodland Crossing Common Area Maintenance Budget for calendar year 2026, a copy of which budget is attached hereto (the "2026 CAM Budget"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the 2026 CAM Budget be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the 2026 CAM Budget attached hereto.
2. The Officers and staff 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 AT ITS PUBLIC MEETING THIS 12TH DAY OF NOVEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

RESOLUTION NO. 25-R-092

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING RESIDENTIAL REHABILITATION PROGRAM RAISING CAP
ON REHAB FUNDING

Whereas, The Commission has an established Housing Rehabilitation Loan Program to provide financial assistance for residential repairs to homeowners who meet certain income guidelines of residential properties with the City; and

Whereas, the staff has presented to the Commission and the Commission has reviewed the form of program guidelines for the rehabilitation program which attached hereto (Owner Occupied Rehabilitation (OOR) Guidelines) and believes it is in the best interest of the City and its inhabitants to approve that form.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approve the OOR Guidelines.
2. The Commission increases the rehabilitation project cost maximum limit for owner occupied program to Seventy Five Thousand Dollars (\$75,000.00) per dwelling including contingency funds.
3. The Officers of the Commission and staff are hereby authorized to disseminate the program on request and do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS _____ DAY OF
_____, 2025.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By _____
Sandy Schreiber, President
ATTEST

By _____
Dina Harris, Secretary



Thank you for your interest in the Owner Occupied Home Rehabilitation program. The program assist homeowners in the city of Elkhart with emergency health and safety issues.

Please see qualifying list below:

- Must live in the city limits
- Must be a U.S. citizen or Legal Resident
- Must be a single family home (Land contracts, double occupancy, rental, duplex, detached garages and mobile homes are not eligible)
- Manufactured homes with permanent foundations are eligible
- Homeowner must have occupied the home for 18 months or more.
- The owner occupant must be first name on the title. (All names on the title will be income verified)
- Mortgage, home owner insurance and property taxes must be current
- No judgements on the title or documentation of discharge (if so, repayment plan required)
- No code enforcement violations (if so, compliance agreement required)

RESOLUTION NO. 25-R- 093

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

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

Whereas the Commission believes it is in the best interest of the City and its inhabitants that CPI be employed to perform the Services and the funds be appropriated to cover the cost.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of CPI at the hourly rate of \$100.00 at a fee not to exceed \$5,620.23 to perform the Services.
2. The Commission approves the form of Contract for Services attached hereto and authorizes its execution.
3. The Commission appropriates the sum of \$ 5,620.23 from the Community Development Block Grant Program Special Fund to cover the cost of the Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 12th DAY OF NOVEMBER 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 2019)

THIS IS AN AGREEMENT effective as of October 1, 2025 to December 31, 2025 ("Effective Date") between The City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission ("Owner") and Community Planning Insights ("Provider").

For the following Project:

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

Elkhart staff assistance:

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

(collectively the "Project")

Owner and Provider agree as follows:

ARTICLE 1- SERVICES OF PROVIDER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 *General*

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

B. The Agreement is structured as a time and materials contract, with technical assistance services to be billed at an hourly rate of \$100.00. Direct costs (travel, printing, postage, etc.) will be billed at cost. The total amount of the contract is not to exceed 5,620.23.

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

ARTICLE 3 - DEFINITIONS

3.01 *Defined Terms*

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

1. Reserved.

2. *Basic Services* - The services to be performed for or furnished to Owner by Provider in accordance with Exhibit A, Part I, of this agreement.

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

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

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

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

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

8. Reserved.

9. Reserved.

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

ARTICLE 4 - SCHEDULE FOR RENDERING SERVICES

4.01 Commencement

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

4.02 Time/or Completion

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

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

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

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

ARTICLE 5 - INVOICES AND PAYMENTS

5.01 Invoices

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

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

5.02 Payments

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

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

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

B. Reserved

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

D. Reserved.

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

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

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

6.02 Use of Documents

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

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

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

D. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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

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

6.03 Insurance

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

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

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

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

6.04 Suspension and Termination

A. Suspension.

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

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

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

1. For cause,

a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Provider:

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

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

2. For convenience,

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

C. *Effective Date of Termination.* The terminating party under Paragraph 6.04 B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Provider to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments upon Termination.* In the event of any termination under Paragraph 7.04, Provider will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date termination.

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

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

6.05 Controlling Law and Venue

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

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Provider each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Provider (and to the extent permitted by Paragraph 7.06B the assigns of Owner and Provider) are hereby bound to the other party to this

Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Provider to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

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

6.07 Dispute Resolution

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

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

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

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

6.08 Indemnification by Provider

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

destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Provider or Provider's officers, directors, pa liners, employees, or Consultants.

6.09 Miscellaneous Provisions

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

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

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

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

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

F. Reserved.

G. Reserved

ARTICLE 7 - E-VERIFY REQUIREMENT

7.01 Terms

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

7.02 Enrollment and Participation

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

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

7.03 Affidavit

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

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

7.04 Subcontractors

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

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

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

7.05 Employment of Unauthorized Aliens

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

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

7.06 When E-Verify is not Required

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

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

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

8.02 Total Agreement

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

8.03 Designated Representatives

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

9.04 Suspension and Debarment

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

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

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

Designated Representative: Mary K Kaczka	Designated Representative:
Title: Community Development Depart.	Title:
Phone Number: 574-322-8417	Phone Number:
Fax Number:	Fax Number:
E-Mail: mary.kaczka@coei.org	E-Mail

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

Provider's Services

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

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

Owner's Responsibilities

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

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

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

Payments to Provider for Services and Reimbursable Expenses

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

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

Insurance

The limits of liability for the insurance required by paragraph 6.03 of the Agreement for Provider are as follows:

1. Workers' Compensation:

Statutory

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 Occurance:	\$5,000,000
b. General Aggregate:	\$5,000,000
6. Business Automobile Liability --	
a. Bodily Injurv -Each Accident:	\$1,000,000
b. Property Damage -Each Accident:	\$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	\$1,000,000
b. Annual Aggregate:	\$1,000,000

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

AFFIDAVIT OF E-VERIFY ENROLLEMNT AND PARTICIPATION

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

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

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

EXECUTED on the _____ day of _____, 2025.

Printed: _____

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

I, _____, certify to the following:

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

EXECUTED THIS _____ DAY OF _____, 2025.

Printed: _____



City of Elkhart

Title VI Notice

It is the public policy of the City of Elkhart to provide all of its citizen's equal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

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

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator
1201 S Nappanee St
Elkhart, IN 46516

Email: titleivcoordinator@coei.org
Phone: (574) 293-2572
Fax: (574) 293-7658
TDD: (574) 389-0189

Acceptance by Contractor

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

Signed

Printed Name

Dated

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

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

RESOLUTION NO. 25-R-094

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF
ELKHART, INDIANA, GRANTING ACCESS TO EAST JACKSON BLVD. FOR
FAITH MISSION TURKEY RUN

WHEREAS, The Commission has received a request from Faith Mission of Michiana for right of access over and upon East Jackson Blvd and adjacent property for the 2025 Turkey Run fund raising event; 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 12TH DAY OF NOVEMBER 2025.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

TURKEYSTAM

Packet Pick Up

- Sunday (11/23) 4:00pm - 7:00pm
- Monday (11/24) 4:00pm - 7:00pm
- Tuesday (11/25) 4:00pm - 7:00pm
- Wednesday (11/26) 4:00pm - 7:00pm

Race Day Parking

10k Runners

- Fifth Third Bank (400 N Main Street)
- Salvation Army (300 N Main Street)
- KeyBank (101 S Main Street)
- Centier Bank (100 S Main Street)
- The Vine (214 S Main Street)
- First State Bank (200 Nibco Parkway)

5k Runners

- Star Martial Arts (123 N Elkhart Avenue)
- Elmer's Body Shop (320 E Lexington Avenue)
- Public Parking (200 N Clark Street)
- Brass Elk (333 Nibco Parkway)

5k Walkers

- INOVA (358 S Elkhart Avenue)
- Principle Roofing (521 E Lexington Street)
- Exclusive Customs (126 S Elkhart Avenue)

1-mile Walkers

- Volcano Pizza (126 Easy Shopping Place)
- Hacienda (186 Easy Shopping Place)

1-mile Walk

Easy Shopping Pl
E Jackson Blvd

5k Walk

Volcano Pizza / Easy
Shopping Place
Pizza

1-mile Walk
8:45am

5k Walk
8:40am

5k Run
8:35am

5k Run
8:30am

Purely Pressed
Recently viewed

5k Run

Stonewater at
the Riverwalk

Momentum
Marketing Consultants
Google

Island Park
Picnicking, a kids'
play area & fishing

Elkhart Arts
and Music Festival

Riverside High-Rise

Lundquist
Bicentennial
Park

Hacienda Mexican
Restaurant
Mexican

Hannah Ct

Elkhart Health
& Aquatics

Hannah Ct

Elkhart Ave

Lexington Ave

North

ACCESS AGREEMENT

(315 E. Jackson St.)

This Agreement is made by the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, ("City") and Faith Mission of Michiana ("FM") effective as of November 12, 2025.

Whereas, FM is sponsoring the Faith Mission Turkey Stampede which is a one mile run/walk event on East Jackson Blvd. and has asked permission to access the greenspace along East Jackson from Clark Street to Elkhart Avenue to set up 10 porta potties and hand washing stations and access to the E. Jackson for pre-race staging and routing of runners, as more fully described on the attached request and drawing; and

Whereas, City agrees to allow FM access to the city property for the stated purpose on the following terms.

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

1. The City grants FM the right to access the City property on November 26 for set up and access to East Jackson Blvd. on November 27, 2025, from 6:30 a.m. to 11:30 a.m. for staging of the runners. All property placed on site will be removed within 24 hours of the conclusion of the event.
2. FM will not cause any permanent damage to the Property nor leave any materials or debris on the Property during the period of access, and will leave it in a clean and sightly condition at the expiration of the access period.
3. FM 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 FM's access of the Property. FM shall name City as an additional insured on all such insurance policies. FM 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 itself and its agents thereon.
5. FM 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**

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Faith Mission of Michiana

By: _____

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

October 2025

Invoice

Total Current

Work

\$27,411.93

Treasurers Report

Summary

Date Range: 01/01/2025 - 09/30/2025



City of Elkhart

City of Elkhart

Date Range: 01/01/2025 - 09/30/2025

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated-Actual Ending
2552 - REDEVELOPMENT	60,156.62	4,671.49	2,092.08	0.00	0.00	62,746.03	62,746.03	0.00
4445 - TIF DOWNTOWN ALLOCATION	6,011,171.42	1,794,157.46	1,930,194.95	0.00	0.00	5,875,183.93	5,875,133.93	0.00
4446 - TIF ALLOCATION PIERRE MOR	0.00	101,060.32	101,060.32	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	0.00	851,778.61	851,778.61	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	2,533,485.49	326,662.30	9,686.37	0.00	0.00	2,850,461.42	2,850,461.42	0.00
4449 - TIF ALLOCATION STERLING	0.00	239,693.02	239,693.02	0.00	0.00	0.00	0.00	0.00
4450 - TIF ALLOCATION CASS ST AR	14,568,408.12	2,433,012.96	2,752,981.58	0.00	0.00	14,248,439.50	14,248,439.50	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,121,149.52	148,009.24	12,477.84	0.00	0.00	1,256,680.92	1,256,680.92	0.00
4452 - TIF ALLOCATION S MAIN GAT	0.00	144,202.24	144,202.24	0.00	0.00	0.00	0.00	0.00
4453 - TIF CONSOLIDATED S ALLOCA	5,115,209.67	1,366,987.64	918,772.66	0.00	0.00	5,563,424.65	5,563,424.65	0.00
4492 - TIF DOWNTOWN CAPITAL	68,478.32	0.00	0.00	0.00	0.00	68,478.32	68,478.32	0.00
Report Total:	29,478,068.16	7,410,235.28	6,952,939.67	0.00	0.00	29,925,364.77	29,925,364.77	0.00