

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  
Secretary  
Appointed by Mayor  
Jan. 1, 2024 to Dec. 31, 2027



City of Elkhart  
*Redevelopment Commission*

Dina Harris  
Vice President  
Appointed by Council  
Jan. 1, 2024 to Dec. 31, 2027

Cindy Ostrom  
Member  
Appointed by Council  
Feb. 1, 2026 to Dec. 31, 2027

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 (2<sup>ND</sup> FLOOR), COUNCIL CHAMBERS  
TUESDAY, APRIL 14, 2026 at 4:00 P.M.**

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

To join, go <https://signin.webex.com/join>  
enter **2303 973 7663** as the event number and **RDC4** as the event password.

To join by phone, call **1-415-655-0001**, enter **2303 973 7663##**  
*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@cityofelkhartin.gov](mailto:Michael.Huber@cityofelkhartin.gov) prior to the meeting.

- 1. Call to Order**
- 2. Approval of Minutes**
  - March 10, 2026, Regular Meeting Minutes
- 3. New Business**
  - a) Open Bids**
  - b) CDBG Annual Action Plan 2026 Public Hearing**
  - c) 2025 Annual Report of the Redevelopment Commission**
    - Approve the 2025 Annual Report of the Redevelopment Commission
  - d) Transfer Property to Board of Works**
    - Authorize the transfer of real property to the City of Elkhart, Indiana by its Board of Works. (SE corner Benham Ave. & Dr. King Dr.; adj. NW 614 Gardner Ct.)
  - e) 1913 Yuma Avenue Property Sale**
    - Approve purchase and development agreement for 1913 Yuma Ave.
  - f) DLZ Contract for Woodland Crossing Geotech Services**
    - Approve funding for BPW contract with DLZ for Woodland Geotech services and appropriate \$27,150 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund.

- g) enFocus Contract Approval for READI 2.0 LEI Arts & Culture grant application**
  - Approve enFocus contract for Arts & Culture grant application assistance and appropriate \$5,000 from Downtown Allocation Area No. 1 Special Fund.
- h) Meticulous Contract Approval for Railroad Museum Phase 1**
  - Approve Meticulous contract to provide development and design plan on Railroad Museum and appropriate for Railroad Museum Phase 1 Feasibility Study & Concept Design and appropriate \$8,500 from Downtown Allocation Area No 1 Special Fund.
- i) Lacasa Owner Occupied Rehabilitation Inspection Contract Approval**
  - Approve Lacasa contract for owner occupied home inspection services and appropriate \$20,000 from Community Development Block Grant Rehabilitation Program Funds.
- j) Woodland Crossing Lawncare Contract Approval**
  - Approve AMP contract for landscape and mowing services at Woodland Crossing and appropriate \$17,980 Woodland General Ledger account.
- k) 229 West Garfield Real Estate Mortgage with Longbridge Financial, LLC**
  - Approve subordination agreement of City's mortgage on 229 West Garfield real estate to the mortgage of Longbridge Financial, LLC.

**4. Staff Updates**

**5. Other Business**

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

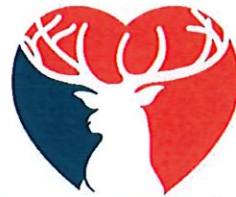
**9. Public Comment**

**10. Adjournment**

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REGULAR MEETING  
ELKHART REDEVELOPMENT COMMISSION  
LOCATION: CITY HALL, 2<sup>ND</sup>. FLOOR, COUNCIL CHAMBERS  
Tuesday, March 10, 2026  
4:00 p.m.

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PRESENT: Dina Harris, Sandi Schreiber, Luke Lefever, Cindy Ostrom, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Jacob Wolgamood, Mary Kaczka, Clayton Sidenbender (Elkhart Truth)

PRESENT BY WEBEX: Kara Kelly Weigard

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Call to Order

This meeting was held in-person, telephonically, and virtually through WEBEX. The meeting was called to order at 4:02 p.m. by Ms. Schreiber, President.

APPROVAL OF MEETING MINUTES

Ms. Schreiber asked for a motion to approve the February 10, 2026, Regular Meeting Minutes. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. Opening of Bids

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

B. Second Street Planter Materials

Mr. Adam Fann addressed the commission to answer questions. Ms. Schreiber asked for a motion to approve the planter materials from Willoway, Inc. and appropriate \$19,999 from the Downtown Allocation Area No. 1 Special Fund. Moved by Ms. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved.

C. Second Street Bus Shelters

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the purchase and installation of new bus shelters on Second Street from Premium Concrete Services and appropriate \$25,000 from Downtown Allocation Area No. 1 Special Fund. Moved by Ms. Harris. Second by Ms. Ostrom. Voice vote, all in favor. Motion approved.

D. Park 131 Award to Premium Concrete

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to reject the bid from Robert Henry Corporation as incomplete and non-responsive and approve the award of the Park 131 project contract to Premium Concrete on their bid of \$228,550 and appropriate \$250,000 from Downtown Allocation Area No. 1 Special Fund to pay for the project with any unused funds to be returned to the appropriate account. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

E. Concord Lease Amendment 1

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the release of the Leer site from the lease agreement with Concord Mall, as of the date of closing of the sale of the Leer site, approve the form in terms of the amendment number one to the lease agreement and authorize its execution. Moved by Ms. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved.

F. Approval of Barnes & Thornburg, LLP as Bond Counsel

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Barnes & Thornburg to provide bond council services on the project, pursuant the terms of the agreement that is attached at a fee not to exceed \$30,000 plus expenses to be paid from proceeds of the bond and approve the form and content of that employment agreement and all attachments and exhibit there to. Moved by Ms. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved.

G. Amendment to Karen Drive Right of Way Contract with DLZ

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the amended and restated contract with DLZ Indiana, LLC for the work being done on Karen Drive extension project. Moved by Ms. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved.

STAFF UPDATES

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

- EPA and IDEM in town next week touring the brownfield sites in Elkhart that have ongoing remediation or already remediated and redeveloped.

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$18,173.21. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

PUBLIC COMMENT

No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Ms. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:16 p.m.

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Sandra Schreiber, President

DRAFT

April 1, 2026

# Memorandum

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**To:**  
Elkhart Redevelopment  
Commission

**From:**  
Mary K Kaczka  
Assist. Director  
Community  
Development  
x3131

**Re:**  
Public Hearing  
CDBG  
Annual Action Plan 2026  
Draft

A draft of the CDBG Annual Action Plan 2026 is available to the public during the month of April. A public hearing is conducted to hear comments and questions from the public on the Annual Action Plan 2026.

A public notice has been published twice in the Elkhart Truth regarding the availability for review of the Annual Action Plan 2026. The draft plan is available at the Main Branch Elkhart Public Library, City Hall, and online at the city website.

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**City of Elkhart**

Tel 574.294.5471 x1062

201 S. 2<sup>nd</sup> Street  
Elkhart, IN 46516

[elkhartindiana.org](http://elkhartindiana.org)  
[mary.kaczka@coei.org](mailto:mary.kaczka@coei.org)



**NOTICE OF PUBLIC HEARING FOR AN APPLICATION FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

The City of Elkhart, Indiana will submit the 2026 Annual Action Plan and make an application for Community Development Block Grant funds for the period of July 1, 2026, through June 30, 2027. The Community Development Block Grant program provides flexible federal funding to assist in the elimination or prevention of slum and blight, address an emergency that threatens the public health and safety, or assist in projects that principally benefit low and moderate-income persons. In accordance with the regulations pertaining to Title 1 of the Housing and Community Development Act of 1974, the City of Elkhart, Indiana will hold public hearings to inform citizens of the amount of funds available and the range of eligible activities under the Community Development program, and to provide for citizen input and participation in the development of the application.

The 30-day public comment period will be from April 1, 2026, to May 1, 2026. In preparing the final Action Plan documents, the City will consider any comments or views of citizens or other interested parties that are received during this 30-day period. Public hearings are scheduled for Wednesday, April 8, 2026, at 5:30pm in the Elkhart Public Library Main Branch at 300 S. Second Street, Elkhart Indiana and Tuesday, April 14, 2026, at 4:00 pm in the Council Chambers (2nd floor) of the Municipal Building, 229 South Second Street, Elkhart Indiana. The Common Council will vote on a resolution authorizing the submission of the 2026 Action Plan at the regular meeting on May 18, 2026, at 6:00pm.

In addition to these meetings, the public is encouraged to submit any comments or questions in writing by mail to Mary Kaczka at 201 South Second St., Elkhart, Indiana or via email to [mary.kaczka@cityofelkhartin.gov](mailto:mary.kaczka@cityofelkhartin.gov) The deadline to comment on the Plans is 5:00pm, May 4, 2026.

Copies of the draft Action Plan is available at the following locations: City of Elkhart Municipal Building at 229 S Second Street, Elkhart Public Library Main Branch at 300 S. Second Street. The draft Action Plan will also be available on the City of Elkhart's website at [www.cityofelkhartin.gov](http://www.cityofelkhartin.gov) Copies of the final Plans will be available after May 11, 2026.

Proposed Community Development Objectives

The City of Elkhart's goals for its Community Development program are to improve the quality of life for its citizens through revitalization and development of its neighborhoods and expanding economic opportunities for low- and moderate-income persons.

1. Additional Required Information

The following is provided to citizens as information. The City anticipates approximately \$700,000 in FY 2026 Community Development Block Grant funds will be used for activities benefiting low and moderate-income persons. The annual allocation award for these funds has not been finalized by the date of this notice, and the final Annual Action Plan may be subject to change. Per the Citizen Participation Plan, a substantial amendment is a change in any budget line item of more than 25 percent. Any change in funding that constitutes a substantial amendment will be made public and submitted to HUD consistent with the processes outlined in the Citizen Participation Plan.

The City of Elkhart does not intend to displace any businesses and will engage in residential displacement on a voluntary basis only.



# PY 2026 Annual Action Plan

City of Elkhart, Indiana

DRAFT March 31, 2026

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## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

This is the second year of Elkhart's 2025-2029 Consolidated Plan. During the first year, Elkhart focused its efforts on improving the housing stock and making affordable housing available through partnerships with its neighborhood-focused non-profits.

#### 2. Summarize the objectives and outcomes identified in the Plan

During this plan year, Elkhart and its non-profit partners will undertake projects focused on housing quality and expanding housing opportunities, homelessness prevention and assisting residents with special needs. In PY 2026, the City of Elkhart and its non-profit partners will:

- Renovate up to five housing units;
- Providing homebuying assistance for up to two LMI households;
- Provide fair housing education and outreach to 150 Elkhart residents;
- Assist 250 homeless households or households at risk of homelessness;
- Assist 250 non-homeless households through healthcare, counseling or other public service activities;
- Assist up to 400 special-need residents through transportation activities or other supportive services; and,
- Benefit up to 100 low- and moderate-income households through public facilities improvements.

#### 3. Evaluation of past performance

TBD

#### 4. Summary of Citizen Participation Process and consultation process

A Subrecipient meeting was held at 10:30 am on Thursday, February 12, 2026, for all agencies interested in applying for CDBG funding. The meeting was held at the downtown branch of the Elkhart Public Library. The meeting was advertised in the Elkhart Truth and direct email to approximately 200 agencies and stakeholders. During the meeting, the facilitators discussed the CDBG program, including goals and eligible uses of funds. Twenty-one individuals representing 14 agencies attended the meeting.

In developing the PY 2026 Action Plan, two public planning meetings were held on February 12, 2026. Both meetings were held at the downtown branch of the Elkhart Public Library. The first public meeting was held at 9:30 am and the second at 6:30 pm. Both meetings were advertised in the Elkhart Truth. The planning meetings aimed to review past projects and identify community needs in housing, neighborhood development, workforce and economic development, and any other topics residents wanted to discuss. Between the two public planning meetings, 15 individuals participated.

The 30-day public comment period begins on April 1, 2026. Drafts of the PY 2026 Annual Action Plan were available for download on Elkhart’s website, as well as available for pick up at the local library and municipal building. An email notification was sent through the community development email list, and a legal advertisement was placed in the Elkhart Truth.

Two public hearings will be held to review the draft action plan. The first will be held on April 8, 2026, at 5:30 pm in the Elkhart Public Library, and the second during the Elkhart Redevelopment Commission meeting on April 14, 2026, at 4:00 pm. Both public hearings were located in the Municipal Building, 229 South Second Street.

**5. Summary of public comments**

TBD

**6. Summary of comments or views not accepted and the reasons for not accepting them**

TBD

**7. Summary**

TBD

**PR-05 Lead & Responsible Agencies - 24 CFR 91.200(b)**

1. Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

**Table 1: Responsible Agencies**

| <b>Agency Role</b>    | <b>Name</b>     | <b>Department/Agency</b> |
|-----------------------|-----------------|--------------------------|
| Lead Agency           | City of Elkhart |                          |
| CDBG Administrator    | City of Elkhart | Community Department     |
| HOPWA Administrator   |                 |                          |
| HOME Administrator    |                 |                          |
| HOPWA-C Administrator |                 |                          |

**Narrative**

The City of Elkhart Community Development staff, is dedicated to working with the residents of Elkhart and the Redevelopment Commission to help meet the needs of an ever-changing community. From daily interaction with community members to the five-year Consolidated Plan and its annual updates, the Community Development staff works with citizens to create a strong, vibrant Elkhart.

**Consolidated Plan Public Contact Information**

Ms. Mary Kaczka  
Assistant Director  
Community Development  
City of Elkhart  
201 S. Second Street  
Elkhart, IN 46516  
Mary.Kaczka@cityofelkhartin.gov  
www.elkhartindiana.org

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 2. Introduction

Over the past few years, the City and its partners undertook an extensive community planning and public engagement process to determine the redevelopment needs of its residents. These planning efforts include the We THRIVE - Elkhart 2040 (2021), Complete Neighborhood Vision Report (February 2022), Downtown Elkhart Master Plan (Adopted December 2023), and Benham Neighborhood Plan (Adopted July 2024).

These recent planning efforts spanned over two years and engaged hundreds of residents, business owners and stakeholders through focus groups, surveys, public meetings and individual stakeholder interviews. Through these robust community engagement efforts, the community has galvanized behind focusing redevelopment efforts in the Pierre Moran Tolson Neighborhood Opportunity Hub.

To avoid “planning fatigue,” the community engagement process for developing the 2025-2029 Consolidated Plan built upon recent planning efforts and served as a catalyst to align future CDBG-related programs and projects with these recently adopted community-driven planning efforts. The City of Elkhart recently utilized a broad outreach campaign to provide opportunities for interested residents, stakeholders, elected officials, neighborhood and civic leaders, and community agencies to provide input into the development of the 2025-2029 Consolidated Plan. Those efforts included public meetings, focus groups, individual interviews and online surveys.

The 2026 Annual Action Plan community engagement relied on those outreach efforts during the Consolidated Plan and augmented them with additional public engagement meetings. Three early engagement meetings held in February targeted both residents and non-profit partners. Two additional public hearings will be held during the 30-day public comment period.

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The Community Development Department will coordinate with the City of Elkhart and its housing, public and mental health, and social services providers. This department administers the Community Development Block Grant (CDBG) funds and coordinates projects identified in the 2025-2029 Consolidated Plan. Within the City of Elkhart, many community partners collaborate and undertake the work and activities that benefit low- and moderate-income residents.

LaCasa, Inc., Habitat for Humanity and the Elkhart Housing Authority are the three largest providers of affordable housing opportunities. LaCasa provides homeownership counseling services and develops and rehabilitates rental and for-sale housing. Habitat for Humanity focuses on building affordable ownership housing.

The Elkhart Housing Authority is a local public Housing Authority and receives various sources of funds through HUD to operate its public housing portfolio. They are also the administrator of the Housing Choice Voucher program. The City of Elkhart coordinates with the Elkhart Housing Authority to ensure residents can access programs and services.

Health Plus Indiana provides housing and supportive services for clients with HIV/AIDS and their families for St. Joseph and Elkhart Counties, and they have been long-term recipients of CDBG funds from the City of Elkhart.

Oaklawn is the region's primary mental health services provider. They work closely with many agencies on outreach to the community, including participation in the Indiana Region 2 Homeless Coalition.

Goodwill Industries is the leading job training and workforce development agency. Goodwill Industries provides various training opportunities in coordination with other agencies.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

While the City of Elkhart does not provide direct services for homeless prevention, it is an active member and participant in the Indiana Region 2 Homeless Coalition. City staff coordinates programs and activities with area agencies dedicated to helping reduce and eliminate homelessness within the City of Elkhart. The Indiana Region 2 Homeless Coalition members work tirelessly to meet the needs of homeless clients. In developing this Consolidated Plan, the Elkhart Homeless Coalition members participated in public meetings and online surveys. The City of Elkhart will stay engaged with our homeless residents and with our homeless coalition partners to actively reduce homelessness within the City of Elkhart.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

The City of Elkhart does not receive ESG funds. The Indiana Region 2 Homeless Coalition is a regional planning group for the Continuum of Care and works with the State of Indiana in areas of policies and procedures for the administration of HMIS.

- Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

**Table 2: Agencies, groups, and organizations that participated**

|  |   |
|--|---|
| Organization   | LA CASA, INC  |
| Organization Type  | Housing<br>Services - Housing Services-Education<br>Housing Need Assessment<br>Market Analysis<br>Non-Housing community Development Strategy  |
| What section of the Plan was addressed by consultation?  |   |
| How was the organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Agency is on the e-mail and mail distribution list, participated developing the Consolidated Plan and attended the February 12, 2026 public planning meeting and sub-recipient meeting. |
| Organization   | <b>Council on Aging</b>   |
| Organization Type  | Services-Elderly Persons<br><br>Non-Homeless Special Needs  |
| What section of the Plan was addressed by Consultation?  |   |
| How was the organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Agency is on the e-mail and mail distribution list and attended the February 12, 2026 public planning meeting and sub-recipient meeting.  |

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|   |  |
|---|--|
| Organization  | <b>YWCA North Central Indiana</b><br>Services-Children<br>Services-Victims of Domestic Violence Services-homeless                        |
| Organization Type   |  |
| What section of the Plan was addressed by Consultation?   | Homeless Needs - Families with children  |
| How was the organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?              | Agency is on the e-mail and mail distribution list and attended the February 12, 2026 public planning meeting and sub-recipient meeting. |
| Organization  | <b>Northern Indiana Workforce Board, Inc. WorkOne</b>  |
| Organization Type   | Services-Education Services-Employment<br>Other government - State<br><br>Economic Development   |
| What section of the Plan was addressed by Consultation?   |  |
| How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Agency is on the e-mail and mail distribution list and is a member of the CoC Region 2 homeless coalition.                               |
| Organization  | <b>Health Plus Indiana</b>   |
| Organization Type   | Services - Housing<br>Services-Persons with HIV/AIDS   |
| What section of the Plan was addressed by consultation  | Non-Homeless Special Needs   |

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How was the organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?

Agency is on the e-mail and mail distribution list and attended the February 12, 2026 public planning meeting and sub-recipient meeting.

Organization

**Goodwill of Michiana**

Organization Type

Services-Education

Services-Employment Regional organization

What section of the Plan was addressed by consultation?

Non-Homeless Special Needs

Economic Development

How was the organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?

Agency is on the e-mail and mail distribution list and attended the February 12, 2026 public planning meeting and sub-recipient meeting.

Organization

**Habitat For Humanity Of Elkhart County**

Organization Type

Housing

Services-Education

What section of the Plan was addressed by Consultation

Housing Need Assessment

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|   |   |
|---|---|
| How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Agency is on the e-mail and mail distribution list and attended the February 12, 2026 public planning meeting and sub-recipient meeting. Agency is a member of the CoC Region 2 homeless coalition. |
| Organization  | <b>Real Services, Inc.</b>  |
| Organization Type   | Services-Elderly Persons<br>Regional organization   |
| What section of the Plan was addressed by Consultation?   | Non-Homeless Special Needs  |
| How was the organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?              | Agency is on the e-mail and mail distribution list and is a member of the CoC Region 2 homeless coalition.  |
| Organization  | <b>The Faith Mission</b>  |
| Organization Type   | Services - Housing<br>Services-homeless<br>Housing Need Assessment  |
| What section of the Plan was addressed by consultation  | Homelessness Strategy   |
| How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Agency is on the e-mail and mail distribution list and is a member of the CoC Region 2 homeless coalition.  |
| Organization  | <b>Oaklawn Psychiatric Center</b>   |
| Organization Type   | Services-homeless Services-Health Health Agency<br><br>Publicly Funded Institution/System of Care   |

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|   |  |
|---|--|
| What section of the Plan was addressed by consultation?   | Homelessness Strategy  |
| How was the organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?              | Homeless Needs - Chronically homeless<br>Agency is on the e-mail and mail distribution list and is a member of the CoC Region 2 homeless coalition |
| Organization<br>Organization Type   | <b>Church Community Services</b><br>Services-homeless Services-Education<br>Services-Employment<br>Homelessness Strategy                           |
| What section of the Plan was addressed by consultation?   | Anti-poverty Strategy  |
| How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Agency is on the e-mail and mail distribution list and is a member of the CoC Region 2 homeless coalition.   |
| Organization<br>Organization Type   | <b>City of Elkhart</b><br>Service-Fair Housing Other government - Local Planning organization  |
| What section of the Plan was addressed by Consultation?   | Civic Leaders<br>Housing Need Assessment Lead-based Paint Strategy Public Housing Needs<br>Homelessness Strategy                                   |
|   | Non-Homeless Special Needs Economic Development Market Analysis  |
|   | Anti-poverty Strategy  |

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How was the organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?

Many divisions of the City of Elkhart were consulted including planning, human relations commission, economic development, etc. in developing this plan. Elected and appointed officials were asked for comments and input in the process.

Organization

Organization Type

What section of the Plan was addressed by consultation?

**Housing Authority of the City of Elkhart**

PHA

Housing Need Assessment Public Housing Needs Market Analysis

Anti-poverty Strategy

Agency is on the e-mail and mail distribution list and is a member of the CoC Region 2 homeless coalition.

How was the organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?

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**Identify any Agency Types not consulted and provide rationale for not consulting**

Every effort was made to contact relevant agencies, and there were no agencies that were intentionally not consulted.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

**Table 3: Other local / regional / federal planning efforts**

| Name of Plan                     | Lead Organization                   | How do the goals of your Strategic Plan overlap with the goals of each Plan?  |
|----------------------------------|-------------------------------------|---|
| City of Elkhart Housing Strategy | City of Elkhart / EnFocus           | The results and recommendations of this plan were used to shape the goals of the Strategic Plan to ensure coordinated strategies. |
| Downtown Master Plan             | City of Elkhart                     | The results and recommendations of this plan were used to shape the goals of the Strategic Plan to ensure coordinated strategies. |
| Continuum of Care                | Indiana Region 2 Homeless Coalition | The same goals to reduce and end homelessness are shared by the Continuum and the City of Elkhart's Strategic Plan.               |
| We Thrive                        | City of Elkhart                     | The results and recommendations of this plan were used to shape the goals of the Strategic Plan to ensure coordinated strategies. |
| Benham Neighborhood Plan         | City of Elkhart                     | The results and recommendations of this plan were used to shape the goals of the Strategic Plan to ensure coordinated strategies. |
|                                  |                                     |   |

#### AP-12 Participation – 91.105, 91.200(c)

#### 4. Summary of citizen participation process and efforts made to broaden citizen participation.

##### **Summarize citizen participation process and how it impacted goal-setting**

The community engagement process for developing the 2025-2029 Consolidated Plan built upon recent planning efforts and served as a catalyst to align future CDBG-related programs and projects with these recently adopted community-driven planning efforts. The City of Elkhart recently utilized a broad outreach campaign to provide opportunities for interested residents, stakeholders, elected officials, neighborhood and civic leaders, and community agencies to provide input into the development of the 2025-2029 Consolidated Plan. Those efforts included public meetings, focus groups, individual interviews and online surveys.

The development of the 2026 Action Plan built upon the community engagement efforts of Consolidated Plan with additional community-focused input meetings.

A Subrecipient meeting was held at 10:30 am on Thursday, February 12, 2026, for all agencies interested in applying for CDBG funding. The meeting was held at the downtown branch of the Elkhart Public Library. The meeting was advertised in the Elkhart Truth and direct email to approximately 200 agencies and stakeholders. During the meeting, the facilitators discussed the CDBG program, including goals and eligible uses of funds. Twenty-one individuals representing 14 agencies attended the meeting.

In developing the PY 2026 Action Plan, two public planning meetings were held on February 12, 2026. Both meetings were held at the downtown branch of the Elkhart Public Library. The first public meeting was held at 9:30 am and the second at 6:30 pm. Both meetings were advertised in the Elkhart Truth. The planning meetings aimed to review past projects and identify community needs in housing, neighborhood development, workforce and economic development, and any other topics residents wanted to discuss. Between the two public planning meetings, 15 individuals participated.

The 30-day public comment period begins on April 1, 2026. Drafts of the PY 2026 Annual Action Plan were available for download on Elkhart's website, as well as available for pick up at the local library and municipal building. An email notification was sent through the community development email list, and a legal advertisement was placed in the Elkhart Truth.

Two public hearings will be held to review the draft action plan. The first will be held on April 8, 2026, at 5:30 pm in the Elkhart Public Library, and the second during the Elkhart Redevelopment Commission meeting on April 14, 2026, at 4:00 pm. Both public hearings were located in the Municipal Building, 229 South Second Street.

The citizen participation process directly influences the goals, outcomes and strategies of the Consolidated Plan and the individual projects outlined in the PY 2026 Action Plan. Residents, stakeholders, agency representatives, public officials, neighborhood leaders and community activists directly shape the plans based on their knowledge of community needs, challenges, and opportunities. All comments and suggestions received through the planning process will be incorporated.



**Citizen Participation Outreach**

**Table 4: Citizen Participation Outreach**

| Mode of Outreach | Target of Outreach             | Summary of response/attendance   | Summary of comments received                | Summary of comments not accepted and reasons |
|------------------|--------------------------------|--|---|--|
| Newspaper Ad     | Non-targeted / Broad community | A newspaper ad was placed in the Elkhart Truth on February 6, 2026, to advertise the February 12 <sup>th</sup> subrecipient meeting and two public meetings. | The comments are summarized in the Appendix | All comments were accepted                   |
| Public Meeting   | Non-targeted / Broad community | A subrecipient meeting was held on February 12, 2024, at 10:30 am. This meeting was attended by 20 individuals representing 14 community agencies.           | The comments are summarized in the Appendix | All comments were accepted                   |
| Public Meeting   | Non-targeted / Broad community | A public meeting was held on February 12, 2026, at 9:30 am. Fifteen individuals attended this meeting.   | The comments are summarized in the Appendix | All comments were accepted                   |

| Mode of Outreach              | Target of Outreach             | Summary of response/attendance  | Summary of comments received                | Summary of comments not accepted and reasons |
|-------------------------------|--------------------------------|---|---|--|
| Public Meeting                | Non-targeted / Broad community | A public meeting was held on February 12, 2026, at 5:30 pm.   | The comments are summarized in the Appendix | All comments were accepted                   |
| Other - Public Hearing Notice | Non-targeted / Broad community | A notice of the 30-day comment period and public hearings were placed in the Elkhart Truth on March 31, 2026. |   |  |
| Public Hearing                | Non-targeted / Broad community | A public hearing will be held on April 8, 2026, at 5:30 pm at City Hall.                                      |   |  |
| Public Hearing                | Non-targeted / Broad community | A second public hearing will be held on April 14, 2026, at 4:00 pm at City Hall.                              |   |  |

**AP-15 Expected Resources – 91.220(c)(1,2)**

**Introduction**

The City of Elkhart will receive approximately \$700,000 in CBDG entitlement funds in PY 2026. In addition, the City will work with its partners to secure additional local, state, and federal resources to undertake the activities to achieve the goals and outcomes outlined in the Strategic Plan and Annual Action Plan. Those resources may include TIF revenue, State HOME funds, Low-Income Housing Tax Credits, HUD-insured financing, and various public grants.

**Table 5 – Anticipated Resources**

| Program | Source of Funds | Uses of Funds  | Expected Amount Available Year 2 |                       |              | Expected Amount Available Remainder of ConPlan | Narrative Description   |
|---------|-----------------|--|----------------------------------|-----------------------|--------------|--|---|
|         |                 |  | Annual Allocation:               | Prior Year Resources: | Total:       |  |   |
| CDBG    | Federal         | <ul style="list-style-type: none"> <li>• Administration and planning</li> <li>• Acquisition</li> <li>• Economic Development</li> <li>• Housing</li> <li>• Public Improvements</li> <li>• Public Service</li> </ul> | \$700,000                        | \$9,449.35            | \$738,898.70 | \$2,100,000                                    | Program income is based on historical receipts. Prior year resources include \$5,080.35 from PY 22 and \$4,368.86 from PY 23. |

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City and its partners will aggressively seek additional resources as leverage against the CBDG funds for the programs and activities outlined in this Plan. The City and its partners have a long history of successfully competing for housing development funds at the state level.

Match requirements will be satisfied by requiring subrecipient agencies receiving CBDG funds from the City of Elkhart to provide at least a 20% cash or in-kind match for their program.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the Plan**

Historically, Elkhart has utilized surplus city-owned property for housing and community development activities undertaken by our non-profit partners. The City will continue to assist its community development partners in stabilizing and improving Elkhart's neighborhoods. This may include utilizing the city-owned surplus property for housing, economic development or public facilities.

**Discussion**

The City of Elkhart will aggressively seek outside funding to leverage the federal CDBG dollars over the next five years to implement the goals and objectives of the Consolidated Plan and NRSA Plan. The City and its partners have a proven track record of obtaining and leveraging outside resources for meaningful community development activities.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

Table 6: Goals Summary

| Goal Name                       | Start Year | End Year | Category                 | Geographic Area | Needs Addressed          | Funding         | Goal Outcome Indicator  |
|---------------------------------|------------|----------|--------------------------|-----------------|--------------------------|-----------------|---|
| Housing Supply                  | 2026       | 2027     | Housing                  | NRSA            | Housing Needs            | CDBG: \$        | Assist in the development or purchase of two new homes within the NRSA                                  |
| Housing Quality                 | 2026       | 2027     | Housing                  | NRSA            | Housing Needs            | CDBG: \$442,898 | Renovate up to five owner-occupied units<br>Provide fair housing education and outreach to 100 persons. |
| Improve Neighborhood Conditions | 2026       | 2027     | Neighborhood Environment | NRSA            | Neighborhood Development | CDBG: \$30,000  | Upgrade the public infrastructure (lights, sidewalks, streets) in targeted neighborhoods                |

| Goal Name                           | Start Year | End Year | Category | Geographic Area | Needs Addressed            | Funding        | Goal Outcome Indicator   |
|-------------------------------------|------------|----------|----------|-----------------|----------------------------|----------------|--|
| Reduce insecurities - Homelessness  | 2026       | 2027     | People   | City-wide       | Homeless Prevention        | CDBG: \$15,000 | Assist 100 individuals through emergency shelter services, emergency rent assistance, street outreach, counseling and other public services              |
| Reduce insecurities - Special Needs | 2026       | 2027     | People   | City-wide       | Non-Homeless Special Needs | CDBG: \$71,000 | Assist 500 individuals through transportation services, after-school activities, housing counseling, healthcare education, and other outreach activities |
| Increase Household Income           | 2026       | 2027     | People   | NRSA            | Economic Development       | CDBG: \$40,000 | Provide up to eight microloans   |

**Table 7: Goal Summary**

---

|                  |   |
|------------------|---|
| <b>Goal Name</b> | <b>Housing Supply</b>   |
| Goal Description | Housing Supply focuses on increasing the supply of quality, affordable housing within Elkhart. Increasing the supply of quality affordable housing can be accomplished through the acquisition and renovation of vacant units or new construction. This goal also includes financial assistance to purchase a home.   |
| <b>Goal Name</b> | <b>Housing Quality</b>  |
| Goal Description | Housing Quality focuses on improving the quality of the existing occupied housing stock through rehabilitation or targeted code enforcement efforts   |
| <b>Goal Name</b> | <b>Increase Household Income</b>  |
| Goal Description | This goal focuses on improving the economic lives of Elkhart residents through wealth building activities such as workforce development initiatives, job training, and job creation. This also includes the renovation of commercial buildings and other economic development activities.   |
| <b>Goal Name</b> | <b>Reduce Environmental Hazards</b>   |
| Goal Description | Reduce Environmental Hazards focusing on the identification and remediation of environmental hazards which may include lead-based paint, mold, asbestos, or brownfields. This goal also includes educating families with young children about the hazards of lead-based paint and the proper cleaning techniques to reduce exposure and potential elevated blood lead levels in children under 6 years old. |
| <b>Goal Name</b> | <b>Reduce Insecurities -Homelessness</b>  |
| Goal Description | Homelessness Prevention focuses on activities and services within Elkhart that addresses the needs of the homeless population and related sub-populations. These activities and services include shelter operations, food and clothing programs, creating permanent supportive housing units, street outreach and substance abuse counseling.   |
| <b>Goal Name</b> | <b>Improve Neighborhood Conditions</b>  |

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|                  |  |
|------------------|--|
| Goal Description | The primary goal is to improve the overall neighborhood conditions. This includes elements such as parks, streets and sidewalks (connections), safety (lighting, code enforcement, public safety, blight), and increasing broadband access to low-and moderate-income neighborhoods. |
|------------------|--|

**Goal Name      Reduce Insecurities - Special Needs**

|                  |  |
|------------------|--|
| Goal Description | Non-Homeless Special Needs focuses on populations that have special needs such as seniors, mentally and physically disabled populations, HIV/AIDS persons and their families. Persons with special needs often require advocacy and individualize training and skills building to help them succeed. |
|------------------|--|

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**AP-35 Projects – 91.220(d)**

**Introduction**

The City of Elkhart and its community partners will undertake a series of programs and activities to achieve the goals and outcomes that result in stable neighborhoods and vibrant communities.

**Table 8 – Project Information**

| # | Project Name                                      |
|---|---|
|   | Administrative and Planning                       |
|   | Council on Aging – Transportation Program         |
|   | YWCA Safe Haven Shelter                           |
|   | Housing Development and Redevelopment             |
|   | Fair Housing Education and Outreach               |
|   | Neighborhood Facilities Improvements              |
|   | Goodwill  |
|   | Boys & Girls Club – KidsCare Program              |
|   | St. James AME Church – Lords Cupboard Food Pantry |
|   | Maple City Health                                 |
|   | Commercial Exterior Improvements                  |
|   | Emergency Rental Assistance Program               |

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The City of Elkhart has been geographically targeting its CDBG investments since 1995. This has allowed the City to strategically invest its limited resources in a manner that encourages comprehensive redevelopment and lasting change. The community has historically supported targeting CDBG resources, and the target geography was again reviewed during the 2020-2024 Consolidated Plan planning process. The biggest obstacles to addressing underserved needs are scarce financial resources.

**AP-38 Project Summary**

Project Summary Information

| <b>Project Name</b>    | <b>Administrative and Planning</b>   |
|------------------------|--|
| Target Area            | City-Wide<br>Neighborhood Revitalization Strategy Area (NRSA)  |
| Goals Supported        | Housing Supply<br>Housing Quality<br>Increase Household Income<br>Reduce Environmental Hazards<br>Improve Neighborhood Conditions<br>Reduce insecurities – Homelessness<br>Reduce insecurities – Special Needs |
| Needs Addressed        | Housing Needs<br>Homeless Prevention<br>Neighborhood Development<br>Non-Homeless Special Needs<br>Economic Development<br>Neighborhood Revitalization Strategy Area Needs                                      |
| Funding                | CDBG: \$140,000  |
| Description            | Funds to pay for planning and administering projects and activities for the CDBG program   |
| Target Date            | 6/30/2027  |
| Proposed Beneficiaries | These funds will indirectly assist all clients and beneficiaries by allowing for the management of the CDBG program  |
| Location Description   | City-Wide  |
| Planned Activities     | Funds will be used to pay for several staff members to administer the CDBG programs and small plans for the NRSA   |

|   |  |
|---|--|
| <b>Project Name</b>   | <b>Council on Aging – Transportation Program</b>   |
| Target Area   | City-wide  |
| Goals Supported   | Reduce insecurities – Special Needs  |
| Needs Addressed   | Non-Homeless Special Needs   |
| Funding   | CDBG: \$15,000   |
| Description   | The Council on Aging’s objective is to use these CDBG funds to increase the access and availability of transportation services for the growing demand of clients living in the City of Elkhart. Funds will be used to provide transportation services to low- and moderate-income seniors. |
| Target Date   | 6/30/2027  |
| Estimate the number and type of families that will benefit from the proposed activities | The program will provide up to 500 trips for low-income seniors who need medical services. The total number of beneficiaries will be based on the demand for services.   |
| Location Description  | City-wide  |
| Planned Activities  | The program will provide transportation services for mobility impaired low-income seniors for medial visits and other essential needs.   |

|                        |  |
|------------------------|--|
| <b>Project Name</b>    | <b>YWCA Safe Haven Shelter</b>   |
| Target Area            | City-wide  |
| Goals Supported        | Reduce insecurities – Homelessness   |
| Needs Addressed        | Homeless Needs   |
| Funding                | CDBG: \$15,000   |
| Description            | Funds to support the YWCA Safe Haven Program for victims of domestic violence.   |
| Target Date            | 6/30/2027  |
| Proposed Beneficiaries | The YWCA estimates that approximately 600 persons will benefit from this project. This project is focused on housing and supportive services for victims of domestic violence. |
| Location Description   | The YWCA serves clients city-wide.   |
| Planned Activities     | Funds will support the YWCA Safe Haven Shelter for victims of domestic violence.   |

|                        |   |
|------------------------|---|
| <b>Project Name</b>    | <b>Maple City Health</b>  |
| Target Area            | City-wide   |
| Goals Supported        | Reduce insecurities – Special Needs   |
| Needs Addressed        | Non-homeless Special Needs  |
| Funding                | CDBG: \$15,000  |
| Description            | Maple City Health will provide healthcare services (medical, dental) at reduced fee scales for low- moderate-income residents. Services are discounted 100% for those earning less than 30% AMI |
| Target Date            | 6/30/2027   |
| Proposed Beneficiaries | Approximately 200 low-and moderate-income residents will be assisted by this program.   |
| Location Description   | The program serves clients city-wide.   |
| Planned Activities     | Medical and dental services for low- moderate-income residents.   |

|                        |   |
|------------------------|---|
| <b>Project Name</b>    | <b>Housing Development and Assistance</b>   |
| Target Area            | City-wide<br>Neighborhood Revitalization Strategy Area (NRSA)   |
| Goals Supported        | Housing Quality   |
| Needs Addressed        | Housing Needs   |
| Funding                | CDBG: \$432,898   |
| Description            | Funds to rehabilitate or construct residential units, including owner-occupied, rental, and for-sale units. Funds may also be used to assist first-time homebuyers.   |
| Target Date            | 6/30/2027   |
| Proposed Beneficiaries | This program will benefit approximately 10 households, depending on the extent and need of the renovations and construction cost.   |
| Location Description   | All owner-occupied rehabilitations and new construction will be within the City of Elkhart; however, they will be highly concentrated within the NRSA. It is estimated that approximately 80 percent of the rehabilitations will be within the NRSA, and 20 percent will be outside the NRSA. |
| Planned Activities     | This project will provide funds to construct or rehabilitate residential units, including owner-occupied and rental housing.  |

|                        |   |
|------------------------|---|
| <b>Project Name</b>    | <b>Fair Housing Education and Outreach</b>  |
| Target Area            | City-Wide   |
| Goals Supported        | Housing Quality   |
| Needs Addressed        | Housing Needs   |
| Funding                | CDBG: \$10,000  |
| Description            | Fair housing outreach and education efforts throughout Elkhart  |
| Target Date            | 6/30/2027   |
| Proposed Beneficiaries | Outreach and fair housing testing will benefit at least 150 persons.  |
| Location Description   | Program will be delivered city-wide.  |
| Planned Activities     | CDBG funds will provide education and outreach activities, periodic fair housing testing and fair housing enforcement activities. |

|                        |   |
|------------------------|---|
| <b>Project Name</b>    | <b>Neighborhood Improvements</b>  |
| Target Area            | Neighborhood Revitalization Strategy Area (NRSA)  |
| Goals Supported        | Improve Neighborhood Conditions   |
| Needs Addressed        | Non-housing Neighborhood Development Needs  |
| Funding                | CDBG: \$30,000  |
| Description            | Funds will be used for public facilities and public infrastructure improvements in the NRSA neighborhood. These improvements may include utility improvements (water, sewer, broadband) sidewalks, streets, and lighting. Public facility improvements may include parks and playground upgrades, or upgrades to community centers. |
| Target Date            | 6/30/2027   |
| Proposed Beneficiaries | Up to 500 families may benefit from this program depending on the programs and activities undertaken under this project.  |
| Location Description   | NRSA  |
| Planned Activities     | Funds will be used for public facilities and public infrastructure improvements in the NRSA neighborhood. These improvements may include utility improvements (water, sewer, broadband) sidewalks, streets, and lighting. Public facility improvements may include parks and playground upgrades, or upgrades to community centers. |

|                        |   |
|------------------------|---|
| <b>Project Name</b>    | <b>Goodwill Industries – Woodland Crossings Job Training</b>  |
| Target Area            | City-wide   |
| Goals Supported        | Increase Median Household Income  |
| Needs Addressed        | Economic Development  |
| Funding                | CDBG: \$10,000  |
| Description            | This project will support clients pursuing specific, high-quality careers that require industry-recognized certifications that GIM does not offer internally. Examples of these certifications include CNA, QMA, welding training, and CDL. |
| Target Date            | 6/30/2027   |
| Proposed Beneficiaries | Up to 5 low- and moderate-income NRSA residents will benefit from the program   |
| Location Description   | City-wide   |
| Planned Activities     | Soft and hard skills training for up to 5 unemployed or underemployed Elkhart residents to retrain, develop new skills and improve their economic situation.  |

|                        |  |
|------------------------|--|
| <b>Project Name</b>    | <b>Boys &amp; Girls Club – KidsCare Program</b>  |
| Target Area            | City-wide<br>Neighborhood Revitalization Strategy Area (NRSA)                                    |
| Goals Supported        | Reduce insecurities – Special Needs  |
| Needs Addressed        | Non-Homeless Special Needs   |
| Funding                | CDBG: \$10,000   |
| Description            | The program provides scholarships for low- moderate-income youth to attend afterschool programs. |
| Target Date            | 6/30/2027  |
| Proposed Beneficiaries | Approximately 30 low- and moderate-income youth will benefit from this program.                  |
| Location Description   | Five elementary schools throughout the city.   |
| Planned Activities     | Funds will be used to offset the cost of providing daily healthy snacks and meals.               |

|                        |   |
|------------------------|---|
| <b>Project Name</b>    | <b>St. James AME Church – Lord’s Cupboard Food Pantry</b>             |
| Target Area            | NRSA  |
| Goals Supported        | Reduce insecurities – Special Needs                                   |
| Needs Addressed        | Non-Homeless Special Needs  |
| Funding                | CDBG: \$15,000  |
| Description            | CDBG funds will support the expansion of the food pantry.             |
| Target Date            | 6/30/2027   |
| Proposed Beneficiaries | Up to 300 persons   |
| Location Description   | Neighborhood Revitalization Strategy Area (NRSA)                      |
| Planned Activities     | CDBG funds will be used to offset the cost of food pantry operations. |

|                        |  |
|------------------------|--|
| <b>Project Name</b>    | <b>Emergency Rental Assistance Program</b>   |
| Target Area            | Neighborhood Revitalization Strategy Area (NRSA)   |
| Goals Supported        | Reduce insecurities – Homelessness   |
| Needs Addressed        | Housing Needs  |
| Funding                | CDBG: \$6,000  |
| Description            | Temporary rent and utility assistance to prevent homelessness.   |
| Target Date            | 6/30/2027  |
| Proposed Beneficiaries | This program will benefit up to five households depending on costs and duration of need.   |
| Location Description   | NRSA   |
| Planned Activities     | Funds will be used to assist households with emergency rental and utility assistance to prevent eviction and potential homelessness. |

**AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The majority of the programs and activities undertaken through this Action Plan will take place and benefit the Neighborhood Revitalization Strategy Area. The City estimates that over 80% of the funds will be invested in the NRSA target area.

**Geographic Distribution**

| Target Area                                      | Percentage of Funds |
|--|---------------------|
| Neighborhood Revitalization Strategy Area (NRSA) | 80%                 |

**Table 9 - Geographic Distribution**

**Rationale for the priorities for allocating investments geographically**

The City of Elkhart has been geographically targeting its CDBG investments since 1995. This has enabled the City to strategically allocate its limited resources in a manner that fosters comprehensive redevelopment and lasting change. The community has historically supported the targeting of CDBG resources, and the target geography was again reviewed during the planning process for the 2025-2029 Consolidated Plan.

**Discussion**

The City of Elkhart targets its scarce federal resources in low- and moderate-income neighborhoods to undertake comprehensive redevelopment activities that benefit residents and bring about lasting change. This approach also enables the City to leverage additional revenue sources such as TIF, state or other federal funds.

**Affordable Housing**

**AP-55 Affordable Housing – 91.220(g)**

**Introduction**

The City will directly support the creation, renovation, or acquisition of approximately eight housing units through its residential renovation program and partnering with other housing development organizations committed to improving Elkhart’s neighborhoods.

**Table 10 - One Year Goals for Affordable Housing by Support Requirement**

| One-Year Goals for the Number of Households to be Supported |   |
|---|---|
| Homeless  | 0 |
| Non-Homeless  | 8 |
| Special-Needs   | 0 |
| Total   | 8 |

**Table 11 - One Year Goals for Affordable Housing by Support Type**

| One-Year Goals for the Number of Households Supported Through |   |
|---|---|
| Rental Assistance   | 1 |
| The Production of New Units                                   | 0 |
| Rehab of Existing Units                                       | 5 |
| Acquisition of Existing Units                                 | 2 |
| Total   | 8 |

**Discussion**

The City plans to continue its long partnerships with area non-profit agencies to reduce homelessness and improve the lives of Elkhart’s low- and moderate-income residents. Through its housing programs and partnerships, the City estimates that eight housing units will be acquired, constructed or renovated.

## AP-60 Public Housing – g1.220(h)

### Introduction

The Elkhart Housing Authority (EHA) manages 672 housing units in five developments that are rented to low-income families and seniors. The Housing Authority's inventory ranges from scattered site single-family homes to high-rise apartments. Households living in these units only pay 30% of their income toward rent and utilities. As discussed previously, there is a need for housing that serves households earning below 30% AMI, and the Housing Authority helps fill that gap, though the need is still great.

### Actions planned during the next year to address the needs to public housing

The City of Elkhart and the Elkhart Housing Authority have an excellent working relationship and are both committed to addressing the needs of Elkhart's low-income residents. The EHA continues to work under its HUD-approved 5-year Plan, which includes possibly partnering with non-profit agencies to expand or develop new housing units within the City.

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

EHA continues to encourage its residents to participate in established resident councils and the resident advisory board. EHA continues to promote homeownership among its residents. Currently, eight residents participate in the Section 8 Homeownership Program.

All residents are encouraged to participate in the Family Self Sufficiency program, and currently 76 residents are actively involved

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

### Discussion

The City of Elkhart and the EHA will continue to partner to improve the lives of Elkhart residents and provide additional affordable housing units throughout the City.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

Emergency shelter in Elkhart County is provided by Faith Mission, primarily serving homeless individuals; Goshen Interfaith, serving homeless families with children. Transitional housing is provided by YWCA of Northern Indiana. Permanent supportive housing is provided by Health Plus Indiana and Oaklawn Mental Health Center.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City plans to assist the following agencies:

- The City will aid the Council on Aging in providing transportation services – up to 100 individuals assisted.
- The City will aid Maple City Health to provide health services to Elkhart’s low- and moderate income population – up to 200 individuals assisted.
- The City will assist with the YWCA Safe Haven program – up to 250 individuals assisted.
- The City will assist in St. James AME Church food pantry – up to 300 individuals will be assisted.

A portion of these populations, such as elderly and physically disabled homeowners, will be assisted through the City’s CDBG funded owner-occupied housing rehabilitation program. Outreach efforts are undertaken by a variety of agencies including the Elkhart Police Department, who work with the individuals and link them with social service providers and services.

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

The City plans to assist the following agencies:

- The City will assist the YWCA Safe Haven program – up to 250 individuals will be assisted.

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

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

- Oaklawn Chapman West Plains- 37 beds
- Oaklawn PSH1- 18 beds
- VASH Elkhart - 4 beds
- Benham Ave in Elkhart- 11 one-bedroom apartments

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

The City will assist Health Plus Indiana to serve persons with HIV/AIDS and their families.

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

The City continues to fund a number of public agencies and sits on the Region 2 CoC, which helps coordinate these activities. In PY 2025, the City plans to assist the following agencies:

- The City will aid the Council on Aging to provide transportation services – up to 400 individuals assisted.
- The City will aid Maple City Health to provide medical and dental health services – up to 200 individuals assisted.
- The City will aid YWCA Safe Haven program – up to 250 individuals assisted.

## Discussion

The City the Elkhart will continue to support public agencies with CDBG funds to reduce the effects of homelessness and transition homeless individuals into permanent supportive housing. Staff will also continue to participate in the Region 2 CoC to help ensure a coordinated approach between public agencies and the Consolidated Plan activities.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

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

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

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

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

### Discussion:

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

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## AP-85 Other Actions – 91.220(k)

### Introduction:

Below are additional actions the City will undertake to improve Elkhart's neighborhoods.

### Actions planned to address obstacles to meeting underserved needs

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

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

### Actions planned to foster and maintain affordable housing

As described in the Consolidated Plan, there are a number of privately owned, subsidized apartment developments that are nearing the end of their Section 8 contracts or scored low in their most recent inspections. Both scenarios, if left unmitigated, could lead to the loss of those affordable units. To that end, the City will reach out to the property owners and see what assistance may be necessary to keep the units within the affordable housing inventory. The City will also monitor expiring Section 8 contracts and initiate dialogs with those property owners well in advance of the contracts expiring.

### Actions planned to reduce lead-based paint hazards

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

### Actions planned to reduce the number of poverty-level families

The City of Elkhart has a three-component anti-poverty strategy. The first component is to address the affordability of housing in the community; the second is to support social service agencies providing services to Elkhart; and the third is providing support to educational and job training programs targeted to Section 3 residents.

## HOUSING

Housing in Elkhart is unaffordable to extremely-low- and very-low-income residents. The City will provide a series of programs designed to assist clients who are ready to purchase a home, renovate their current home, or find and maintain affordable rental housing. The City will partner with housing developers to bring additional affordable housing units online, and improve the quality of existing units.

## SOCIAL SERVICES

The City will work with local partner agencies to address social services needs for the community. This assistance, whether in direct financial assistance, case management, or education, will help low- and moderate-income clients improve their living conditions and make changes to their situation that will hopefully lead them out of poverty.

## JOB TRAINING AND EDUCATION

The City will fund workforce development and employment training programs. These activities help provide the skills and education necessary for clients to obtain the types of skilled employment that can provide higher wages than existing low-wage unskilled jobs.

### **Actions planned to develop institutional structure**

The Community Development Department is charged with planning, administering, and completion of the CDBG funded projects. The Assistant Director of Community Development reports to the Department Head and is responsible for management of the CDBG program.

Contracts for services and programs funded with CDBG funds are approved by the Redevelopment Commission of the City of Elkhart. This board of volunteer members is appointed by the Mayor and Common Council. The Department works very closely with local partner agencies to undertake the many projects and priorities of our community. The City could not complete these tasks alone and relies on community support to meet the goals and objectives of the Consolidated Plan and the CDBG program.

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

**Actions planned to enhance coordination between public and private housing and social service agencies**

The City will continue to improve its coordination between public and private housing and social service agencies. The City will use existing processes, such as the Region 2 CoC and regional economic development forums, to coordinate among the various public and private agencies, companies and organizations.

Where the coordination gap exists, the City will hold periodic roundtables with key organizations and agencies. These efforts should help with ongoing coordination and reduce the likelihood of organizations and partners working at cross purposes.

**Discussion:**

The City is committed to improving the housing and economic situation of Elkhart's residents, business owners, and neighborhoods. Through deliberate and intentional actions, the City will work to reduce barriers to affordable housing, increase wealth for low-and moderate-income households, and ensure its residents have access to information about the programs and services available to improve their lives. These actions, coupled with the programs and activities outlined in this Action Plan will lay the foundation for creating neighborhoods of choice, and improving the health of families and communities.

## Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

|  |        |
|--|--------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed:   | \$0.00 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic Plan: | \$0.00 |
| 3. The amount of surplus funds from urban renewal settlements:   | \$0.00 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or Plan:  | \$0.00 |
| 5. The amount of income from float-funded activities:  | \$0.00 |
| Total Program Income   |        |

Other CDBG Requirements

|  |        |
|--|--------|
| 1. The amount of urgent need activities:   | \$0.00 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-income: | 80%    |

**Appendix**

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2026 CDBG Action Plan  
Public Comments and Responses

TBD

RESOLUTION NO. 26-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING 2025 ANNUAL REPORT

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

WHEREAS, the Commission has reviewed the 2025 Annual Report and desires to approve it for submission.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the 2025 Annual Report and authorizes its issuance.
2. The Commission authorizes its officers and staff to submit the Report to the Mayor, Common Council and Department of Local Government Finance, and any other appropriate bodies, and to do all acts which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF APRIL 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Willie L. Brown, Secretary



## Redevelopment Commission Annual Report 2025

### January

- The Commission approved a use agreement with RealAmerica Construction, LLC. Granting access to 515 Hug Street to park vehicles, locate and utilize construction and store needed materials for its off-site renovation work at 515 East Street. (25-R-001)
- The Commission approved a purchase agreement for 812 South Main Street and appropriated \$273,100 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. (25-R-002)
- The Commission approved the employment of Heron Environmental for Phase I and Phase II testing at 812 South Main Street and appropriated \$9,750 from Brownfield Fund. (25-R-003)
- The Commission accepted tax sale parcels that lie within a TIF or project area, from the county. (25-R-004)
- The Commission approved the Milestone Fence, LLC contract to install a security fence at 613 Dr. King Drive (Roundhouse) and appropriated \$30,000 from Downtown Allocation Area No. 1 Special Fund. (25-R-005)
- The Commission approved the employment of Ice Miller, LLP to perform legal services in connection with River District Zone 2 (Downtown Parking Garage). (25-R-006)
- The Commission approved an amendment to the WBK Engineering Architecture and Design contract for architectural services related to space planning, build out and develop design concepts/drawings for exterior renovations at Woodland Crossing and appropriated \$100,000 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area Special Fund. (25-R-007)
- The Commission approved extending the contract with Bruce Jones, JILS Contracting, owner of 142 State Street, until June 30, 2025, for the completion of renovations.
- The Commission approved the Woodland Crossing CAM budget for the calendar year 2025. (25-R-008)
- The Commission approved guaranty of lease form for Lots 1, 3, 5 and 6 in Woodland Crossing. (25-R-009)
- The Commission approved form of lease addendum for Lots 1, 3, 5 and 6 in Woodland Crossing. (25-R-010)

- The Commission authorized an executive committee to negotiate and approve standard lease form leases for Lot 1, 3, 5 and 6 in Woodland Crossing. (25-R-011)
- The Commission authorized permission to release the request for quote (RFQ) to local businesses for 148-5 tenant build out at Woodland Crossing.
- The Commission authorized permission to release the request for quote (RFQ) to local businesses for former Big Lots interior demolition at Woodland Crossing.
- The Commission approved the CDBG amended sub-recipient agreement for Council on Aging.
- The Commission approved the contract from and employment of Frankenberger to perform lawn care/snow removal for City owned properties for 2025 and 2026 in the amount of \$151,822 and appropriated \$103,686 from Downtown TIF, \$8,800 from Technology Park TIF and \$939,376 from Consolidated TIF. (25-R-012)

## February

- The Commission listened to a presentation from Jeff Martin, Industrial Commercial Properties, on the progress of 3701 South Main Street.
- The Commission approved issuing a rent credit of \$728.15 for repairs completed at 420 South Street. (25-R-013)
- The Commission approved the employment of Iverson Grove and Appraisal Services for appraisal of strategic properties (Karen Drive) and appropriated \$5,000 from Cassopolis Street Corridor Allocation Area Special Fund. (25-R-014)
- The Commission approved the employment of Jones Petrie Rafinski (JPR) for survey and replat of 1701 Sterling and 824 Ren Street and appropriated \$9,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. (25-R-015)
- The Commission approved funding for water usage for asbestos at Roundhouse and for TCE at Walter Piano and appropriated \$543.24 from Brownfield Services Special Fund and \$39.24 Technology Park TIF Fund. (25-R-016)
- The Commission approved offering 1913 Yuma Avenue for sale under 36-7-14-22 in the amount of \$22,000. (25-R-017)
- The Commission authorized permission to release the request for quote (RFQ/RFP) to local businesses for East Windsor sidewalk and Cassopolis Street lighting request for quotes and form of agreement for professional services. (25-R-018)
- The Commission issued permission to release the request for quote (RFQ) to local businesses for appraisal services for 2025-2026.
- The Commission issued permission to release the request for quote (RFQ) to local businesses for environmental services for 2025-2026.
- The Commission approved an assumption agreement with River District Development Company, LLC for the purchase of 225 East Jackson Boulevard. (25-R-019)
- The Commission approved Barnes & Thornburg engagement for professional services related to South Main and Freight Street properties.

## March

- The Commission approved granting access to real estate at 121 Franklin (parking lot) to DJ Construction Company, Inc. for the right of access over and upon Commission's property to park passenger vehicles for its work force and subcontractors needed for its off-site renovation work at 107 W. Franklin Street. (25-R-020)
- The Commission approved authorizing offers to purchase parcels and the negotiation of purchase agreement for South Main property. (25-R-021)
- The Commission approved to amend the Downtown Urban Renewal Area Plan and Cassopolis Street Corridor Economic Development Area Plan. (25-R-022)
- The Commission approved a usage agreement with Ashley Thompson for a vacant side lot on York Street for use as a side yard to her residence.
- The Commission approved the 2024 Redevelopment Commission Annual Report. (25-R-023)
- The Commission approved an on-call professional services agreement with DLZ Indiana, LLC to provide engineering, planning, landscaping, architecture and other professional services as needed to support development, redevelopment and other City projects. (25-R-024)
- The Commission approved an amendment to the Declaratory Resolution and Redevelopment Plan for Downtown Urban Renewal Area (Downtown Allocation Area 7). (25-R-025)
- The Commission approved an amendment to the Declaratory Resolution and Redevelopment Plan for Downtown Urban Renewal Area (Downtown Allocation Area 8). (25-R-026)
- The Commission approved Baker Tilly engagement letter regarding TIF services.

## April

- The Commission held a public hearing on the Downtown Urban Renewal Area Plan and the Cassopolis Street Corridor Economic Development Area Plan.
- The Commission awarded the East Windsor Avenue and Cassopolis Street pedestrian access and lighting design, and engineering project bid to Danch, Harner and Associates, authorized execution of the contract and appropriated \$66,800 from the Cassopolis Street Corridor Economic Development Area Allocation Area Special Fund. (25-R-027)
- The Commission authorized access to real estate at 230 Pottawattomi Drive to Ronald Allard for permission use of a garden for plants and vegetables. (25-R-028)
- The Commission approved 420 South Second Street electrical repair invoice from Herrman & Goetz, Inc. and appropriated \$2,092.08 from Downtown Elkhart Allocation Area No. 1 Special Fund. (25-R-029)
- The Commission approved Boulder Run Economic Development Area Residential Housing Development Plan and established allocation areas for purpose of tax increment financing. (25-R-030)
- The Commission approved the Garrison Frazier Development Agreement (South Main Street and Freight Street-Area 8). (25-R-031)

- The Commission approved the employment of Baker Tilly Municipal Advisors, LLC for municipal bonds services on three public infrastructure improvement projects (Boulder Run project, Garrison Frazier project and Engagement Letters and Appendices). (25-R-032)
- The Commission approved Jones Petrie Rafinski (JPR) contract for survey services at Woodland Crossing Shopping Center and appropriated \$34,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Special Fund. (25-R-033)
- The Commission approved the Market Place Realty (Mike Keen) lease agreement six-month extension on listing contract addendum for Lots 1, 3, 5 and 6 at Woodland Crossing. (25-R-034)
- The Commission approved granting Lifeline Youth Ministries access agreement to 154 West Hively Avenue in Woodland Crossing for overflow parking for attendees of its Trauma Informed Training event on May 2, 2025. (25-R-035)
- The Commission approved an amendment to the Woodland Crossing CAM Budget for calendar year 2025 (adding \$101,000 to acct#2560-5-000-4360400, Maintenance Contracts). (25-R-036)
- The Commission authorized permission to release the request for quote (RFQ) for asbestos removal in the former Big Lots space at Woodland Crossing.
- The Commission authorized permission to release the request for quote (RFQ) for interior demolition in the former Big Lots space at Woodland Crossing.
- The Commission approved the Specialty Systems of South Bend, Inc. contract for asbestos removal services in former Big Lots space at Woodland Crossing and appropriated \$98,670 from the Woodland Crossing Operating fund. (25-R-037)

## May

- The Commission held a public hearing for the confirming resolution amending the Development Plan for the Downtown Urban Renewal Area Plan and the Cassopolis Street Corridor Economic Development Area.
- The Commission held a public hearing for the amendment to the declaratory resolution and the Redevelopment Plan for the Downtown Urban Renewal Area (Area 7) and approved amendment to the declaratory resolution and the Redevelopment Plan for the Downtown Urban Renewal Area confirmatory resolution (Area 7). (25-R-038)
- The Commission held a public hearing for the amendment to the Declaratory Resolution and the Redevelopment Plan for the Downtown Urban Renewal Area (Area 8) and approve amendment to the Declaratory Resolution and the Redevelopment Plan for the Downtown Urban Renewal Area confirmatory resolution (Area 8). (25-R-039)
- The Commission approved the amendment to the Development Plan for the Downtown Urban Renewal Area and the Cassopolis Street Corridor Economic Development Area. (25-R-040)
- The Commission approved acceptance of counteroffer of \$35,000 for property at 234 St. Joseph Street in the amount of \$35,000 and approved an executive committee to accept the purchase agreement.

- The Commission approved the repair project for Riverwalk Greenway behind York Woods Apartments and appropriated \$55,000 from Downtown Allocation Area No. 1 Special Fund. (25-R-041)
- The Commission awarded demolition bid to Ancon Construction, approved their contract for demolition services on the interior of former Big Lots at Woodland Crossing and appropriated \$148,917 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. (25-R-042)
- The Commission approved Neighborhood Evolutions contract for services at Woodland Crossing in the amount of \$171,000 and appropriated \$85,500 for Part 1 from Consolidated South Economic Development/Redevelopment Area Allocation Area Special Fund, \$40,500 for Part 2 from Consolidated South Economic Development/Redevelopment Area Allocation Area Special Fund and \$45,000 for Part 3 from Woodland Crossing Operations Fund. (25-R-043)
- The Commission approved Best Sweeping Specialists contract for sweeping services on parking areas, walks and corners in common areas at Woodland Crossing and appropriated funds from Woodland CAM budget. (25-R-044)
- The Commission approved M.A.A.C. Property Services contract for landscape services in the common areas at Woodland Crossing and appropriated \$16,684.64 from the Woodland Crossing Operations account. (25-R-045)

## June

- The Commission held a public hearing for the 2025-2029 Citizen Participation Plan, the 2025-2029 Neighborhood Revitalization Strategy Area (NRSA), the 2025-2029 CDBG Consolidated Plan and the 2025 Annual Action Plan.
- The Commission listened to a presentation from Greg Balsano at Baker Tilly on the Annual TIF Report.
- The Commission acknowledged and determined, with respect to the TIF Allocation Areas for budget year 2026, there is no excess TIF revenue to be distributed. (25-R-046)
- The Commission held a public hearing for designating and declaring the Boulder Run Economic Development Area, approving an Economic Development Area Residential Housing Development Program Plan and establishing an allocation area for purposes of tax increment financing.
- The Commission approved the confirming resolution designating and declaring the Boulder Run Economic Development Area, approving an Economic Development Area Residential Housing Development Program Plan and Establishing an Allocation Area for purposes of tax increment financing. (25-R - 47)
- The Commission approved pledging certain tax increment revenues from the Boulder Run Economic Development Area to the payment of certain economic development tax increment revenue bonds of the City of Elkhart relating to a housing project as set with two different tax increment series of bonds with a length of 20 years. (25-R-048)
- The Commission approved an Economic Development Agreement with Emerald Chase Land Development, LLC and the City of Elkhart, Indiana. (25-R-049)

- The Commission appropriated \$20,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund for Ice Miller LaBour Pump VRP services. (25-R-050)
- The Commission awarded Board Of Aviation Commission roof replacement project contract to Midland Engineering Company, Inc. and appropriated \$100,000 from the Aeroplex Allocation Area Special Fund. (25-R-051)
- The Commission approved the Roberts Environmental Services contract for remediation work plan services at 1101 Beardsley and appropriated \$144,000 from Brownfield Servies. (25-R-052)
- The Commission approved the purchase of 234 St. Joeseph St. in the amount of \$35,000 plus closing costs and tax proration and appropriated \$40,000 from Downtown Allocation Area No.1 Special Fund. (25-R-053)
- The Commission approved amendment #1 to DLZ Indiana, LLC professional services contract for on call services. (25-R-054)
- Resolution (25-R-055 was voided and not used.
- The Commission approved LaBour Pump litigation expert witness services and appropriated \$29,000 from Brownfield Services Special Fund. (25-R-056)

## July

- The Commission authorized permission to release the request for quote (RFQ) to local businesses for acquiring concrete planters for trees to be placed along 2nd Street.
- The Commission authorized permission to release the request for quote (RFQ) to local businesses for Woodland Crossing Renovations, Phase 1, design-build to complete renovations to provide leasable spaces for future tenants.
- The Commission approved the establishment of a Technical Review Committee to solicit qualifications and proposals, review qualifications and proposals and make recommendations of selection of a design-build firm or team to the Commission. Members consist of:
  - Jeff Schaffer, PE, as the licensed engineer
  - Zachary Flagle, RA, as the licensed architect
  - Jacob Wolgamood, as the representative of the city
- The Commission approved an easement allowance for American Electric Power (Indiana Michigan Power Company) on SoMa parcels for overhead and underground electric facilities. (25-R-057)
- The Commission approved extending the contract with Bruce Jones, JILS Contracting, owner of 142 State Street, until December 31, 2025, for the completion of renovations.
- The Commission approved amending/increasing the Woodland Crossing Operations Budget for calendar year 2025. (25-R-061)
- The Commission approved the quote and contract from Premiere Signs to replace lights on the monument sign at Woodland Crossing with LED lights and appropriated \$6,157.12 from Woodland Crossing Operations Fund. (25-R-058)
- The Commission approved the quote and contract from Arnt Asphalt Sealing, Inc. for restriping the parking lot at Woodland Crossing and appropriated \$19,485 from Woodland Crossing Operating Fund. (25-R-059)

- The Commission approved the contract change order #1 with Ancon Construction to remove and dispose of 24'-2" metal stud gypsum covered wall in Eden Barber Academy space at Woodland Crossing and appropriated \$3,910 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Special Fund. (25-R-060)
- The Commission approved Garrison Frazier Investments, Inc. Development Agreement to purchase real estate (Area 8-1000 Block South Main and Freight Street) pursuant to IC 36-7-14-22 at a not to exceed price of \$675,000. (25-R-062)
- The Commission awarded the bid and approved Cressy Commercial Real Estate contract for services to white box units 140-4 and 140-5 at Woodland Crossing and appropriated \$15,309.40 from Woodland Crossing Operations Fund. (25-R-063)

### August

- The Commission authorized the transfer of 1425 West Indiana Avenue and 1720 West Indiana Avenue to the Elkhart Community Schools. The Elkhart Area Career Center Building Trades program will contribute to the construction of quality, affordable housing in Elkhart by building a house on each lot. (25-R-064)
- The Commission approved Economic Development Agreement with HP The Flats at Pine Creek, LLC as purchaser and developer for construction of multi-family apartment complex on real estate off County Road 17 (Parkway at 17). (25-R-065)
- The Commission approved the employment of Moule & Polyzoides Consultants for conceptual design services on the county courthouse block at a not to exceed fee of \$110,000 and appropriate \$55,000 from Downtown Allocation Area No. 1 Special Fund and \$55,000 from Cassopolis Street Corridor Allocation Area Special Fund. (25-R-066)
- The Commission approved an Access Agreement with Great Lakes Mennonite Thrift, Inc. for access to unit 138, suite 4 at Woodland Crossing to store inventory and personal property. (25-R-067)

### September

- The Commission held a public hearing to review the Program Year 2024 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditures of CDBG funds for program year 2024.
- The Commission awarded and approved the Wausau Tile contract for planters along the west side of Second Street and appropriated \$160,000 from the Downtown Allocation Area No. 1 Special Fund. (25-R-068)
- The Commission authorized staff to advertise for asbestos assessment and remediation for 812 South Main and 420 South Second Street.
- The Commission approved airport runway 9/27 joint replacement project and engineering fees and appropriated \$476,714.55 from the Aeroplex Allocation Area Special Fund to pay for the runway work and Butler, Fairman and Seufert Engineering (BF&S) fees. (25-R-069)
- The Commission appropriated the additional sum of \$25,500 from Brownfield Services Special Fund to apply to current and future expert witness fees for the LaBour Pump litigation. (25-R-070)

- The Commission approved the Garage Project, the economic development agreement for the River District Garage project and funding of the series 2025 note and appropriated \$8,000,000 from the Cassopolis Allocation Area Special Fund to fund the Series 2025 Note in one or more installments. (25-R-071)
- The Commission approved the Advanced Property Maintenance of South Bend contract to provide snow and ice control services on parking areas, walks and entrances in the common area at Woodland Crossing at a cost of \$99,445 and appropriated that sum from the Woodland Crossing CAM Budget. (25-R-072)

### October

- The Commission approved the 2026 Redevelopment Commission meeting schedule.
- The Commission approved Roberts Environmental EPA Cleanup Grant application preparation assistance proposal for 613 Dr. Martin Luther King Drive (Roundhouse) to subcontract Terracon Consultants and appropriated \$12,000 from Downtown Allocation Area No. 1 Special Fund. (25-R-073)
- The Commission authorized the sale of real estate pursuant to IC 36-7-14-22.6 (928 W Marion, 403 Jackson Place, 322 Gross Street and lot adjacent and east of 507 Virginia Street). The Commission determined that the assessed value of each parcel offered for sale is less than \$15,000, that the highest and best use of the property is sale to abutting landowner and it is justifiable to sell the parcels under IC 36-7-14-22.6. (25-R-074)

The commission authorized the following offering prices for parcels:

- |  |                          |         |
|--|--------------------------|---------|
| ○ 928 W Marion                             | 20-06-08-103-015.000-012 | \$3,400 |
| ○ 403 Jackson Place                        | 20-06-05-015-334.000-012 | \$3,900 |
| ○ 322 Gross St.                            | 20-06-09-151-009.000-012 | \$2,500 |
| ○ Adjacent and East<br>of 507 Virginia St. | 20-06-04-364-004.000-012 | \$3,900 |
- The Commission approved the purchase of 742 S. Main Street at the price of \$235,000 and appropriated \$245,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of acquisition, any inspections, environmental reviews, property surveys and closing costs. (25-R-075)
  - The Commission approved Ancon Construction contract in the amount of \$3,314,000 for phase 1 renovation design build services at 138-11 and 138-1 West Hively Ave. (Woodland Crossing) and appropriated \$3,314,000 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. (25-R-076)
  - The Commission approved CDBG PY25 Sub-recipient Agreements for:
    - HEALTH PLUS INDIANA - \$10,000  
Providing emergency rental, mortgage, and utility payments to their clients who are living with HIV/AIDS to prevent homelessness
    - BOYS AND GIRLS CLUB - \$15,000  
Providing scholarships for before and after school care
    - MAPLE CITY HEALTH CARE -\$15,000  
Providing healthcare services; the CDBG funding will be used to assist with the cost of providing those services to low to moderate income

- people
  - YWCA - \$20,000  
Providing emergency shelter for victims of domestic violence. The CDBG funding will be used to assist with utility bills, trash removal, kitchen supplies (non-food), and bedding.
  - COUNCIL ON AGING -\$20,000  
Providing medical and necessary transportation services to clients 62 years old and older.
- The Commission approved the sale of real estate and purchase agreement for 229 State Street in the amount of \$91,700 to Mary Gilbert. (25-R-077)
- The Commission approved the Specialty Systems of South Bend, Inc. employment and asbestos abatement contract for services at 138 West Hively, Suite 1 (Woodland Crossing) and appropriated \$8,420 from the Woodland Crossing Operating Fund to pay for services. (25-R-078)

### **November**

- The Commission rejected asbestos assessment and remediation project bids received on 420 South Second Street and 812 South Main Street due to bids far exceeding what the department has typically accepted in the past for similar projects.
- The Commission accepted the transfer of real estate (403 Jackson Place) from the City of Elkhart Board of Works. (25-R-079)
- The Commission accepted the offer and approved the sale of real estate (403 Jackson Place) to Alondra Salazar for \$500. (25-R-080)
- The Commission accepted the offer and approved the sale of real estate (928 W. Marion Street) to Juan and Jessica Fortoso for \$500. (25-R-081)
- The Commission approved the request for extension of time to complete construction under development agreement with Juan Quezada and Sandra DePatriz for vacant lots on East Indiana Avenue. Time extended to and including August 31, 2026. (25-R-082)
- The Commission approved employment of DLZ Indiana, LLC. and contract for land survey, appraisals and right of way acquisition services for Karen Drive extension project with a not to exceed amount of \$84,575 and appropriated \$84,575 from Cassopolis Street Corridor Economic Development Area Allocation Special Fund to cover the cost of services. (25-R-083)
- The Commission approved appropriating funds for SoMa Garden improvements and appropriated \$22,000 from Fund 281, Proceeds from Sale of Property to apply to project costs. (25-R-084)
- The Commission approved amending the Ancon Construction contract for Phase 1 renovation design build services at Woodland Crossing increasing the proposal price to \$3,342,753 and appropriated \$28,753 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Special Fund to cover additional cost of services. (25-R-085)
- The Commission approved the employment and contract from Clean Air Services, Inc. to provide asbestos assessment at 420 South Second Street and appropriated \$1,250 from Downtown Allocation Area No. 1 Special Fund to pay for services. (25-R-086)

- The Commission approved the employment and contract from Clean Air Services, Inc. to provide asbestos assessment at 812 South Main Street and appropriated \$600 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to pay for services. (25-R-087)
- The Commission approved the 2026 TIF Spending Plan. (25-R-088)
- The Commission approved the memorandum of understanding with River District Development Company, LLC pertaining to potential further development in River District Zones 2 and 3. (25-R-089)
- The Commission approved the additional services of Enviroforensics to study the nature and extent of the PFAS contamination at the G&W Industries, Inc. site to develop the remedial approach to obtain regulatory closure and development of a cost estimate and appropriated \$18,196 from Consolidated South Elkhart Economic Development/Redevelopment TIF Area Special Fund to cover the costs of additional services. (25-R-090)
- The Commission approved the 2026 Woodland Crossing Common Area Maintenance (CAM) Budget. (25-R-091)
- The Commission approved CDBG Owner Occupied Rehabilitation Program raising cap on rehab funding to \$75,000 maximum limit per dwelling including contingency funds. (25-R-092)
- The Commission approved the employment of Community Planning Insights (CPI, Aaron Sorrell) to provide technical assistance for the CDBG and CDBG-CV programs at an hourly rate of \$100 at a fee not to exceed \$5,620.23 and appropriated \$5,620.23 from Community Development Block Grant Program Special Fund. (25-R-093)
- The Commission granted access to East Jackson Blvd. for Faith Mission of Michiana Turkey Stampede fundraising event. (25-R-094)

### **December**

- The Commission held a public hearing for the Tax Increment Revenue Bond for South Main Street and Woodland Crossing Infrastructure.
- The Commission approved Preliminary Bond Resolution for issuance of Tax Increment Revenue Bonds of the Redevelopment District of the City of Elkhart Indiana (South Main & Woodland Crossing infrastructure construction). (25-R-095)
- The Commission authorized the offering of real estate for sale under IC 36-7-14-22 (1030 Princeton) for single family residential use in the amount of \$6,200. (25-R-096)
- The Commission approved the Elkhart County Convention and Visitors Bureau (ECCVB) Premier Exit 92 Study for implementation in 2026 and appropriated \$160,000 from Cassopolis Street Corridor Allocation Area Special Fund. (25-R-097)
- The Commission approved the Elkhart County Convention and Visitors Bureau (ECCVB) Do Downtown Promotions for implementation in 2026 and appropriated \$60,000 from Downtown Allocation Area No. 1 Special Fund. (25-R-098)

- The Commission approved the Juke Technologies, Inc. contract for employment of consultant to provide collaborative assistance on the Music Town program and appropriated \$100,000 to be divided equally amongst the Downtown TIF (25%), Consolidated TIF (25%), Cassopolis TIF (25%), and Technology Park TIF (25%). (25-R-099)
- The Commission approved the underpass mural employment contract with Alex Ann Allen, Brittany Johnson and Efrén Rebugio, Jr. for the design, creation and installation of two painted murals and associated vinyl art for the Benham Avenue underpass and appropriated \$170,756.25 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the project. (25-R-100)
- The Commission approved amendment #1 to the C.B. Burke contract for design-bid services on South Main Street Streetscape improvements, increasing the total contract price to \$250,310 and appropriated \$93,580 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of additional services. (25-R-101)
- The Commission approved the employment of Neighborhood Evolutions to provide economic development project services to expand and redevelop the Woodland Crossing Shopping Center (South Central Elkhart) at a fee not to exceed \$59,500 and appropriated \$59,500 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Special Fund to cover the cost of the services. (25-R-102)
- The Commission approved the Bodwe-WBK Engineering, LLC contract for infrastructure design services for portions of the Woodland Crossing Shopping Center at a projected cost of \$321,450 and appropriated \$385,800 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. (25-R-103)
- The Commission approved Jones Petrie Rafinski (JPR) contract for topographical survey services for portions of the Woodland Crossing Shopping Center at a not to exceed cost of \$20,500, approved the JRP engagement letter and appropriated \$20,500 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. (25-R-104)
- The Commission approved an amendment to the 2025 Woodland Crossing Operations Budget for calendar year 2025 by increasing Professional Services general ledger (2560-5-000-4310400) by \$22,000 to cover lease commissions due on renewed leases and increasing the Contract Services general ledger (2560-5-000-4390912) by \$60,216.39 to cover the December property management fee. (25-R-105)
- The Commission approved the Woodland Crossing Operations Expense Budget for calendar year 2026. (25-R-106)
- The Commission approved the change orders for Ancon Construction contract for Phase 1 renovation design-build services at Woodland Crossing increasing the Ancon Construction contract price to \$3,401,347.80 and appropriated \$58,594.80 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of additional services. (25-R-107)

**2025 Commissioners**

Mrs. Sandra Schreiber, President  
Mr. Wes Steffen, Vice President  
Ms. Dina Harris, Secretary  
Mr. Willie L. Brown  
Mr. Gerry Roberts (through January 31, 2025)  
Mr. Luke Lefever (beginning February 6, 2025)

**School Board Representative**

Ms. Dorisanne Nielsen (non-voting member)

**2025 Staff**

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

The Commission had no employees in calendar year 2025



City of Elkhart

City of Elkhart

# Treasurers Report Summary

Date Range: 01/01/2025 - 12/31/2025

| Fund                             | Beginning<br>Cash Balance | Revenues             | Expenses            | Net Change<br>Assets | Net Change<br>Liabilities | Calculated<br>Ending Balance | Actual<br>Ending Balance | Calculated -<br>Actual Ending |
|----------------------------------|---------------------------|----------------------|---------------------|----------------------|---------------------------|------------------------------|--------------------------|-------------------------------|
| 2552 - REDEVELOPMENT             | 60,166.62                 | 4,671.49             | 2,092.08            | 0.00                 | 0.00                      | 62,746.03                    | 62,746.03                | 0.00                          |
| 4445 - TIF DOWNTOWN ALLOCATION   | 6,011,171.42              | 3,205,531.56         | 2,067,756.94        | 0.00                 | 0.00                      | 7,148,946.04                 | 7,148,946.04             | 0.00                          |
| 4446 - TIF ALLOCATION PIERRE MOR | 0.00                      | 202,120.64           | 202,120.64          | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4447 - TIF SOUTHWEST ALLOCATION  | 0.00                      | 1,631,014.31         | 1,631,014.31        | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4448 - TIF AEROPLEX ALLOCATION   | 2,533,485.49              | 648,161.28           | 604,342.22          | 0.00                 | 0.00                      | 2,577,304.55                 | 2,577,304.55             | 0.00                          |
| 4449 - TIF ALLOCATION STERLING E | 0.00                      | 467,669.44           | 467,669.44          | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4450 - TIF ALLOCATION CASS ST AR | 14,568,408.12             | 4,746,826.15         | 3,285,233.54        | 0.00                 | 0.00                      | 16,030,000.73                | 16,030,000.73            | 0.00                          |
| 4451 - TIF BAYER/TECH PARK ALLOC | 1,121,149.52              | 267,766.27           | 21,216.55           | 0.00                 | 0.00                      | 1,367,699.24                 | 1,367,699.24             | 0.00                          |
| 4452 - TIF ALLOCATION S.MAIN GAT | 0.00                      | 261,896.93           | 261,896.93          | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4453 - TIF CONSOLIDATED S ALLOCA | 5,115,209.67              | 2,624,649.21         | 1,178,562.72        | 0.00                 | 0.00                      | 6,561,296.16                 | 6,561,296.16             | 0.00                          |
| 4692 - TIF DOWNTOWN CAPITAL      | 68,478.32                 | 0.00                 | 0.00                | 0.00                 | 0.00                      | 68,478.32                    | 68,478.32                | 0.00                          |
| <b>Report Total:</b>             | <b>29,478,069.16</b>      | <b>14,060,307.28</b> | <b>9,721,905.37</b> | <b>0.00</b>          | <b>0.00</b>               | <b>33,816,471.07</b>         | <b>33,816,471.07</b>     | <b>0.00</b>                   |



|                             |                    |
|-----------------------------|--------------------|
| DATE                        | 3/17/26            |
| APPROVED BY CITY OF ELKHART |                    |
| BOARD OF PUBLIC WORKS       |                    |
|                             | <i>Andy Jones</i>  |
|                             | <i>[Signature]</i> |
|                             |                    |
|                             |                    |
|                             | <i>WSD</i>         |

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**MEMORANDUM**

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**DATE:** March 17, 2026  
**TO:** Board of Public Works  
**FROM:** Jeffrey Schaffer, Engineering *JIS*  
**RE:** Transfer of Parcels from Board of Public Works to Redevelopment Commission

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The Redevelopment Commission is requesting that two parcels be transferred from the Board of Public Works to the Commission. These parcels are identified as Elkhart County Parcel Number 20-06-04-355-009.000-012 and Elkhart County Parcel Number 20-06-04-355-010.000-012. The parcels are located north of State Street along the Elkhart & Western Railroad.

The Redevelopment Commission attorney will prepare the final documents for the transfer.

The action requested by the Board of Public Works is as follows:

**Authorize the transfer of Elkhart County Parcel Number 20-06-04-355-009.000-012 and Elkhart County Parcel Number 20-06-04-355-010.000-012 from the Board of Public Works to the Redevelopment Commission and authorize the Board President or Board Vice President to execute the documents on behalf of the Board.**

Transfer from Board of Public Works to Redevelopment Commission

State Street at Elkhart & Western Railroad Parcels

Parcel A

Elkhart County Parcel Number 20-06-04-355-009.000-012

A part of Lot 23 as said lot is known and designated on the recorded plat of S.M. Beeson's First Addition to Elkhart, said plat being recorded in Deed Record 31 Page 457, in the City of Elkhart, Elkhart County, Indiana, and being more particularly described as follows:

Beginning at the southeast corner of said Lot 23; thence northerly along the east line of said Lot 23 a distance of 55 feet; thence southwesterly a distance of 68 feet to a point on the south line of said Lot 23 that is 40 feet westerly of the southeast corner of said Lot 23; thence easterly along the south line of said Lot 23 a distance of 40 feet to the place of beginning; containing 2200 square feet, more or less.

Parcel B

Elkhart County Parcel Number 20-06-04-355-010.000-012

A part of Lot 22 and Lot 48 as said lots are known and designated on the recorded plat of S.M. Beeson's First Addition to Elkhart, said plat being recorded in Deed Record 31 Page 457, in the City of Elkhart, Elkhart County, Indiana, and being more particularly described as follows:

Beginning at the southwest corner of said Lot 22; thence northerly along the westerly line of said Lot 22 a distance of 132 feet to the northwest corner of said Lot 22, said point being the southwest corner of said Lot 48; thence continuing northerly along the westerly line of said Lot 48 a distance of a distance of 5 feet; thence easterly parallel to the south line of said Lot 48 a distance of 33 feet; thence southerly parallel to the west line of said Lot 48 a distance of 5 feet to a point on the south line of said Lot 48, said point also being on the north line of said Lot 23; thence easterly along the north line of said Lot 23 a distance of 15 feet, more or less, to a parcel owned by Pennsylvania Rail Lines and commonly known as the Elkhart & Western Railroad right-of-way; thence southerly and southwesterly along the westerly line of said Pennsylvania Rail Lines parcel to a point on the south line of said Lot 22; thence westerly along the south line of said Lot 22 a distance of 4 feet, more or less, to the southwest corner of said Lot 22, said point being the place of beginning of this description.



RESOLUTION NO. 26-R-\_\_\_\_\_

**A RESOLUTION OF THE REDEVELOPMENT COMMISSION  
OF THE CITY OF ELKHART, INDIANA  
AUTHORIZING THE TRANSFER OF REAL PROPERTY  
TO THE CITY OF ELKHART, INDIANA, BY ITS BOARD OF WORKS**

**SE Corner Benham Ave and Dr. King Dr.; Adj. NW 614 Gardner Ct.;**

**WHEREAS**, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the 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 (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 Department, acting by and through the Commission, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

**WHEREAS**, the City, by and through the Board, has presented to the Commission a request for the transfer to the Board of Public Works the vacant lots, more particularly described at Exhibit A (the "Property"); and

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

**WHEREAS**, the Board will adopt 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 described at Exhibit A situated in Elkhart County, Indiana to the City of Elkhart, Indiana, by its Board of Public Works, a municipal corporation, 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 Commission of a resolution consistent with the requirements of I.C. § 36-1-11-8.

ADOPTED at a meeting of the Elkhart Redevelopment Commission held on April 14, 2026, at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART  
REDEVELOPMENT COMMISSION**

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

ATTEST:

By: \_\_\_\_\_  
Willie L. Brown, Secretary

**PROPERTY TO BE TRANSFERRED**

**EXHIBIT A**

*Real estate in Elkhart County, in the State of Indiana, to-wit:*

Parcel 1:

East One-Half (E1/2) of Lot 127 in South Elkhart, Third Addition as the same is known and designated on the recorded Plat of South Elkhart, Third Addition to the Town (now City) of Elkhart, Indiana.

Common Description: Southeast corner of Benham Avenue and Dr. King Drive, unimproved vacant land.

State Tax ID Number: 20-06-08-208-001.000-012.

County Tax ID Number: 06-08-208-001-012

Transfer Document: 2026-04075

Parcel 2:

Lot Number Two (2), as the said Lot is known and designated on the recorded Plat of Kurtz's First Subdivision in the City of Elkhart, Indiana; said Plat being recorded in Deed Record 113, page 445 in the Office of the Recorder of Elkhart County, Indiana.

Common Description: Adjacent Northwest 614 Gardner Court

State Tax ID Number: 20-06-05-381-002.000-012

County Tax ID Number: 06-05-381-002-012

Transfer Document: 2026-04072

Parcel 3:

A part of Lot Number One Hundred Fifty-Nine (159) as the same is known and designated on the recorded Plat of Second South and Western Addition to the Town (now City) of Elkhart, said Plat being recorded in Deed Record 3, page 538 of the records in the Office of the Recorder of Elkhart County, Indiana, and a parcel of land adjoining said lot on the West side thereto all more particularly described as follows, to-wit:

Beginning at the Southeast corner of Lot Number One Hundred Sixty (160) as the same is known and designated on the recorded Plat of said Addition; thence Northwardly along the East line of said Lot, One Hundred Twenty-Seven (127) feet; thence Eastwardly parallel with the South line of Lot One Hundred Fifty-Nine (159) in said Addition Thirty Eight and Eight Hundredths (38.08) feet; thence Southwardly parallel with the East line of said Lot One Hundred Sixty (160), One Hundred Twenty-Seven (127) feet to the South line of said Lot One Hundred Fifty-Nine (159); thence Westwardly Thirty Eight and Eight Hundredths (38.080) feet to the place of beginning.

Common Description: Southeast corner of Benham Avenue and Dr. King Drive, unimproved vacant land.

State Tax ID Number: 20-06-05-376-022.000-012

County Tax ID Number: 06-05-376-022-012

Transfer Document: 2026-04075

**RESOLUTION NO. 26-R-\_\_\_\_\_**

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

**SE Corner Benham Ave and Dr. King Dr.; Adj. NW 614 Gardner Ct.**

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

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

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

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

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

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

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

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

2. The staff of the Board of Public Works shall be, and hereby are, authorized to accept and cause to be recorded with the Elkhart County Recorder’s Office a quit claim deed transferring the 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 Board of Public Works held on \_\_\_\_\_, 2026, at 229 South Second Street, Elkhart, Indiana 46516.

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

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

**ATTEST:**

By: \_\_\_\_\_  
Nancy Wilson, Secretary

**PROPERTY TO BE TRANSFERRED**

**EXHIBIT A**

*Real estate in Elkhart County, in the State of Indiana, to-wit:*

Parcel 1:

East One-Half El(2) of Lot 127 in South Elkhart, Third Addition as the same is known and designated on the recorded Plat of South Elkhart, Third Addition to the Town (now City) of Elkhart, Indiana.

Common Description: Southeast corner of Benham Avenue and Dr. King Drive, unimproved vacant land.

State Tax ID Number: 20-06-08-208-001.000-012.

County Tax ID Number: 06-08-208-001-012

Transfer Document: 2026-04075

Parcel 2:

Lot Number Two (2), as the said Lot is known and designated on the recorded Plat of Kurtz's First Subdivision in the City of Elkhart, Indiana; said Plat being recorded in Deed Record 113, page 445 in the Office of the Recorder of Elkhart County, Indiana.

Common Description: Adjacent Northwest 614 Gardner Court

State Tax ID Number: 20-06-05-381-002.000-012

County Tax ID Number: 06-05-381-002-012

Transfer Document: 2026-04072

Parcel 3:

A part of Lot Number One Hundred Fifty-Nine (159) as the same is known and designated on the recorded Plat of Second South and Western Addition to the Town (now City) of Elkhart, said Plat being recorded in Deed Record 3, page 538 of the records in the Office of the Recorder of Elkhart County, Indiana, and a parcel of land adjoining said lot on the West side thereto all more particularly described as follows, to-wit:

Beginning at the Southeast corner of Lot Number One Hundred Sixty (160) as the same is known and designated on the recorded Plat of said Addition; thence Northwardly along the East line of said Lot, One Hundred Twenty-Seven (127) feet; thence Eastwardly parallel with the South line of Lot One Hundred Fifty-Nine (159) in said Addition Thirty Eight and Eight Hundredths (38.08) feet; thence Southwardly parallel with the East line of said Lot One Hundred Sixty (160), One Hundred Twenty-Seven (127) feet to the South line of said Lot One Hundred Fifty-Nine (159); thence Westwardly Thirty Eight and Eight Hundredths (38.080) feet to the place of beginning.

Common Description: Southeast corner of Benham Avenue and Dr. King Drive, unimproved vacant land.

State Tax ID Number: 20-06-05-376-022.000-012.

County Tax ID Number: 06-05-376-022-012

Transfer Document: 2026-04075

RESOLUTION NO. 26-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF  
ELKHART, INDIANA, APPROVING PURCHASE AGREEMENT FOR  
1913 YUMA STREET

Whereas, The Commission has offered to sell the realty commonly referred to as 1913 Yuma Street in the City of Elkhart (the "Property"), has received the attached offer from Carolyn Axsom at a price of \$6500 and has reviewed the form of Purchase and Development Agreement attached hereto (the "Purchase Agreement"); and

Whereas, the Commission having considered the proposed improvements to be made by Purchaser, the purchase price, and the form and terms of the Purchase Agreement, now finds that the proposed use and improvements will be of substantial benefit to the Area; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants to accept the offer, approve the Purchase Agreement and sell the real estate in accordance with the terms therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby accepts the offer from Carolyn Axsom to purchase the Property at the price of \$6500.00 and on the terms set forth in the Purchase Agreement.
2. The Commission approves the terms and conditions of the Purchase Agreement.
3. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement and all other documents, and do all acts, which they deem necessary and appropriate to complete the sale of the Property.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 14th DAY OF APRIL 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Willie L. Brown, Secretary

## **PURCHASE AND DEVELOPMENT AGREEMENT**

1. **PARTIES.** As of the 14th day of April, 2026, City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation (“Seller”), agrees to sell and convey to Carolyn Axsom, whose address is 54617 Holiday Drive, Elkhart, Indiana 46514 (“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 1913 Yuma Avenue is a tract of land situated in the City of Elkhart, Elkhart County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges and appurtenances pertaining thereto, all of the above hereinafter collectively called “Property,” and whose legal description is contained on Exhibit A attached hereto and incorporated herein.

3. **PRICE.** The total purchase price shall be Six Thousand Five Hundred and no/100 Dollars (\$6,500.00) (“Purchase Price”).

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

5. **CLOSING.** The closing of the sale (the “Closing Date”) shall take place at Meridian Title Corporation 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 has been afforded the option of having the Property inspected, waives such right, affirms that she has conducted her own review of the Property and purchases the same AS IS, WHERE IS, WITHOUT WARRANTY EXPRESS OR IMPLIED, other than those specified in the Limited Warranty Deed..

8. **REAL ESTATE TAXES.** All real estate taxes shall be prorated to the date of closing. If the current tax rate has not been established, the prior year rate will be used to compute the proration.

9. **DISCLOSURE OF LIENS AND CLAIMS.** As of Closing Date, Seller warrants there will be no outstanding judgment, tax or other liens attached to the Property.

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

11. **SURVEY.** Seller will provide Purchaser within fifteen (15) days hereof, a copy of

any existing survey of the Property. Seller shall permit Purchaser to obtain, at Purchaser's expense, any additional survey for the Property she may desire.

12. **ENVIRONMENTAL INSPECTIONS.** This property was acquired by Seller from the County as a tax sale property and is located in a \_\_\_\_\_ Zone. Seller will provide Purchaser a copy of any existing environmental review report it may possess. All further inspections will be completed at Purchaser's option and expense within 30 days of the date hereof. If Purchaser reasonably believes the environmental reports disclose a major problem with the Real Estate and the Seller is unable or unwilling to remedy the problem, this Agreement may be terminated or the problem waived by Purchaser.

13. **TITLE AND SURVEY APPROVAL.** Seller shall deliver to Purchaser within fifteen (15) days after acceptance of this purchase agreement, a Commitment for Title Insurance from Meridian Title Corporation to insure 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, by the issuer of the Title Policy, Seller shall have a reasonable opportunity 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 reasonable time period, Purchaser may (a) terminate this purchase agreement, or (b) waive the unsatisfied objections and close the transaction.

14. **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.

15. **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 as of 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, as required hereunder.

(3) Purchaser and/or the Title Company shall have received such other documents as, in the opinion of Purchaser's counsel, and the title insurer, are necessary to complete the transactions contemplated by this Agreement, including without limitation a fully executed Indiana Disclosure of Sales form.

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. Except as otherwise herein specifically provided, upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

**16. SELLER'S CONDITIONS TO CLOSING.**

a. Seller's obligations under this Agreement are expressly conditioned upon the occurrence of the following event: Purchaser shall have delivered to the Closing Agent the Purchase Price 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. Except as otherwise herein specifically provided, upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

**17. 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) preparation of Deed and Vendor's Affidavit; and (3) other expenses stipulated to be paid by Seller under other provisions of this Agreement.

b. Purchaser's Expenses. Purchaser agrees to pay (1) the Owner's Title Policy premium; (2) all closing fees; (3) all recording fees; (4) copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and (5) expenses stipulated to be paid

by Purchaser under other provisions of this Agreement.

18. **DEFAULT.** If Purchaser breaches this Agreement and is in default, Seller may treat this Agreement as 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 will terminate without further liability of either party.

19. **ATTORNEY'S FEES.** Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

20. **DUTIES OF PURCHASER AND SELLER AT CLOSING.**

a. At the closing, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

(1) A duly executed and acknowledged Limited Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens and encumbrances, but subject to the easements and restrictions of record, current zoning laws, and taxes, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;

(2) A commitment for issuance of an Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company dated as of the closing, agreeing to insure Purchaser's fee simple title to the Property to be good and indefeasible subject to the standard printed exceptions contained in the usual form of the Title Policy; and

(3) 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

(2) Execute all other necessary documents to close this transaction.

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. **REQUIRED PURCHASER IMPROVEMENTS.** The Purchaser agrees to improving the Property as follows:

a. The Purchaser will develop the Property by installing a concrete or asphalt driveway, cleaning up and properly disposing of the trash and debris on site, and tearing down the shed currently located on the Property (the "Development");

b. The Purchaser will complete the Development within twelve (12) months of the date of this Agreement;

c. If Purchaser fails to complete the Development within the time specified, Purchaser agrees to pay Seller \$4,000.00 per month as a penalty, until full completion of the Development, as Liquidated Damages for said default; and if Purchaser defaults on these duties, Seller shall be entitled to pursue all legal and equitable remedies available to Seller.

d. This Paragraph 22 shall survive closing and not be deemed merged into the Deed.

23. **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 it 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. Purchaser reserves the right to assign its interest in this Agreement to entities of her choice wholly owned by Purchaser. In the event of assignment, all Purchaser's rights and obligations under this Agreement will transfer to the Assignee as a Co-Obligor with Purchaser.

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

f. This Agreement shall be binding upon and inure to the benefit of the parties

hereto and their respective legal representatives, successors and assigns.

g. In case 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.

h. 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.

i. Time is of the essence of this Agreement.

j. Words of any gender used in this Agreement shall be held and constructed 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.

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

l. 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

SELLER

**City of Elkhart, Indiana , Department of  
Redevelopment Acting through its  
Redevelopment Commission**

\_\_\_\_\_  
Carolyn Axsom

By: \_\_\_\_\_

Sandra Schreiber, President  
229 South Second Street  
Elkhart, IN 46516

EXHIBIT A

**Legal Description**

Lot Numbered 55 in Hazel Park Addition to Elkhart, as per plat thereof recorded in Deed Record 113, page 109, of the Records in the Office of the Recorder of Elkhart County, Indiana, together with the North Half of the vacated alley lying South of and adjacent to said lot.



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

## WORK ORDER PROPOSAL NO. 10

Date: March 5, 2026

CLIENT CLAIM NO. OR P.O. NO. \_\_\_\_\_

|                              |  |                        |   |
|------------------------------|--|------------------------|---|
| <b>OWNER</b>                 | City of Elkhart, Indiana<br>Acting by and through the<br>Board of Public Works | <b>Project Name</b>    | City of Elkhart Indiana<br>On-Call Engineering Services<br>Geotechnical Services for Woodland<br>Crossing Development |
| <b>ATTN:</b>                 | <u>Jeffrey D. Schaffer, P.E., City<br/>Engineer</u>                            | <b>Address</b>         | _____   |
| <b>Organization</b>          | <u>City of Elkhart, Indiana</u>  | <b>City</b>            | <u>Elkhart</u>  |
| <b>Address</b>               | <u>229 S. Second Street</u>  | <b>State</b>           | <u>Indiana</u>  |
| <b>City</b>                  | <u>Elkhart</u>   | <b>Telephone</b>       | _____   |
| <b>State</b>                 | <u>Indiana 46516</u>   | <b>Other Notes</b>     | _____   |
| <b>Telephone</b>             | _____  | <b>DLZ Account No.</b> | <u>2561-5092-71</u>   |
| <b>Estimated Start Date</b>  | <u>March 17, 2026</u>  | <b>DLZ Work Type</b>   | _____   |
| <b>Estimated Finish Date</b> | <u>May 17, 2026</u>  |                        |   |

In accordance with the On-Call Engineering Services (Prime Agreement), Resolution 25-R-024, between the City of Elkhart, Board of Public Works (OWNER) and DLZ Indiana, LLC, (ENGINEER) executed on March 18, 2025, ENGINEER shall perform Real Estate Services for Karen Drive Project.

| SCOPE OF SERVICES  | Compensation       |
|--|--------------------|
| The ENGINEER shall coordinate and hire Advanced Engineering Services (AES) as a SUBCONSULTANT, on behalf of the OWNER, to perform the services for the above-mentioned Project as shown in the attached proposal for Alternative Services listed as Exhibit A. |                    |
| <b>Total</b>   | <b>\$27,150.00</b> |

**ADD THE FOLLOWING TO ARTICLE 7 OF THE PRIME AGREEMENT:**

7.12 The ENGINEER shall retain AES to provide services listed on Exhibit A, attached to this Work Order. The ENGINEER's Contract with AES will provide that AES shall be responsible directly to the OWNER to properly perform AES's Project duties. The OWNER releases and shall hold harmless the ENGINEER from all liability, claims and expenses caused by, arising out of, or related to AES's performance, negligent performance or non-performance of its Project services.

**SCHEDULE**

The ENGINEER is prepared to begin work immediately upon receipt of written authorization to proceed. ENGINEER shall provide the scope of services and deliverables listed herein on or before sixty (60) calendar days after date of written authorization to proceed.

**COMPENSATION**



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

DLZ On-Call Engineering Service  
Geotechnical Services for Woodland Crossing Development  
Work Order Proposal No. 10  
Page 2 of 2

For performing the above professional services, ENGINEER shall be paid on a unit rate basis as noted above. All other conditions, as set forth in the Prime Agreement shall remain in effect unless modified herein. The cost is an estimated fee based on the understanding of the requested scope. Payment will be made monthly in accordance with the services performed upon presentation of proper invoices, claims and vouchers. ENGINEER reserves the right to assess a service charge of 1.5% per month for any outstanding balance exceeding 30 days from the invoice date.

**ACCEPTANCE**

If you approve and accept this proposal, please sign, date, and return one copy of this Work Order for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Work Order in your paperwork.

Sincerely,

DLZ INDIANA, LLC

Andrew C. Lemberis, P.E.  
Vice-President

**APPROVED AND ACCEPTED**

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

Printed Name: Jeffrey D. Schaffer, P.E

Title: City Engineer

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

X:\Projects\2025\2561\509270 Elkhart On-Call\10 - Woodland Geotech\DLZ Work Order 1900\_ESA\_2025-09-26 Woodland Geotech.docx



# EXHIBIT A

Advanced Engineering Services Inc. (AES)  
844 169<sup>th</sup> Street | South Bend, IN 46324  
(219) 933 7888 | [www.adv-engrs.com](http://www.adv-engrs.com)

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February 12, 2026

Mr. Qasim Asghar, Right of Way & Utilities Department Manager  
**DLZ Indiana LLC**  
2211 E Jefferson Boulevard  
South Bend, Indiana 46615

Sent via email: [qsghar@dlz.com](mailto:qsghar@dlz.com)

RE: Proposal for Geotechnical Engineering Exploration  
**Proposed Woodland Crossing Development**  
154 W Hively Avenue, Elkhart, Indiana  
AES Proposal No. 2026-150G

Dear Mr. Asghar:

As per your request, Advanced Engineering Services (AES) is pleased to submit the following geotechnical engineering proposal for the above-mentioned project.

## PROJECT INFORMATION

A proposed residential and commercial development is planned at the location of the former Woodland Crossing shopping center in Elkhart, Indiana. Based on the drawing provided to us, fourteen (14) soil borings for the proposed buildings to 10 ft deep and five (5) borings for underground utilities to 5 ft deep were requested. Since 10 ft deep soil borings are generally not adequate for one to three storied building foundations, an alternative cost for 20 ft deep soil borings is included.

The approximately 35-acre site is generally paved parking areas and shopping center buildings. Review of historical photographs indicates that a large portion of the central parking area used to be occupied by additional buildings that were demolished circa 2006. It is unknown if all below-grade remnants of prior developments were removed at the time of demolition.

Based on the available information, the proposed development will include one to three storied structures (with no basements) and covering about 500 sft to 2,200 sft in plan areas. While no detailed loading information was available, we assume that the footing and column pier loads will not be more than 5 kips/ft and 100 kips, respectively. We further assume that the proposed buildings will be supported on shallow foundations and the finished-floor elevations will be at or near the existing grade.

## PURPOSE

The purpose of the exploration is as follows:

- Obtain information regarding subsurface soil and groundwater conditions at the soil boring locations,
  - Determine selected engineering characteristics of the subsurface materials encountered in the study,
  - Develop recommendations for the proposed shallow foundations and related earthwork activities based on the field and laboratory exploration.
-

## SCOPE OF WORK

Our scope of work will include the following:

1. The test locations will be marked/staked by client. We request an existing topographic drawing to interpolate surface elevation at the test boring locations.
2. Indiana 811- the state one call center will be notified to mark all existing utilities within the public areas. A private utility locating company (GPR) will be hired to mark any existing buried structures at the test locations.
3. As requested, AES will explore the subsurface soil and groundwater conditions at the proposed site by drilling a total of nineteen (19) soil borings. Fourteen (14) borings will be drilled to a depth of 10 ft and five (5) to be drilled to a depth of 5 ft below the current grade. Based on the drilling schedule, the project will include a total drilling of up to 165 linear ft of drilling.
4. An alternative cost is provided that includes fourteen (14) building soil borings to 20 ft deep with a total drilling of up to 305 linear ft.
5. Split-spoon samples will be obtained at two and one-half (2½) ft to five (5) ft intervals for laboratory analysis. Standard Penetration Tests (SPT) values will be recorded for each split spoon sample.
6. Groundwater observations will be made during and immediately after completion of the drilling. All boreholes will be backfilled with the auger cuttings and patched (where applicable) after the drilling operations.
7. Our exploration will include limited laboratory testing on representative soil samples to determine its classification and understand strength, compressibility and other engineering characteristics.
8. The results of our field exploration and laboratory tests will be utilized in the engineering analysis in formulation of our preliminary recommendations and will be presented in a written geotechnical report signed by a registered professional engineer.

## COST ESTIMATES

The total fees for the geotechnical exploration will be as follows:

- ~~a. Base: 14 borings to 10 ft, 5 borings to 5 ft, Lab, Report: Total lump Sum \$20,740.00.~~
- b. Alternative: 14 borings to 20 ft, 5 borings to 5 ft, Lab, Report: Total lump Sum \$24,650.00.

## ASSUMPTIONS

The above fees are based on the following assumptions:

1. All test locations will be accessible to an ATV-mounted drill rig. Field drillers signatory to IUOE, Local 150 will perform all field drilling activities.
  2. No site clearing, dozer service, tree or fence removal, and additional safety training are included in the proposal. Client will obtain necessary permission from the owner to drill the soil borings. The proposal does not include any permit, additional insurance, traffic control, etc.
-

3. We assume that all soil borings will be completed in one mobilization of equipment and crew in two to three 8-hour days during regular working hours.
4. While we will notify Indiana-811, we cannot assume any liability for disruption of services caused by break in utility lines not adequately marked on a site map or in the field. Cost for a private utility locator (GPR) to mark existing utilities at the test locations is included in the proposal.
5. No drilling through hard materials, compacted slag, thick concrete or rock coring is considered in this proposal.
6. While the depths of the soil borings are generally adequate for the type of construction stated previously, it is possible that the depth may need to be revised due to poor soil conditions. In such instance, we will contact you prior to any additional field drilling.
7. The boreholes will be backfilled with the auger cuttings and patched, where applicable, after drilling. Please note that it is not possible to pack the soil back in the drill hole so tight that there will be no subsequent subsidence. This proposal does not include costs for restitution of landscape or surface damage due to field activities. Excess cuttings (if any) will be distributed at the site.
8. This proposal does not include assessment or remediation of any environmental conditions present at the site. If apparently impacted materials are encountered during the field-testing operation, the drilling will be stopped until the proper course of action is determined.
9. Our estimate covers the work needed to present our findings and recommendations in a report form. Should changes in the project scope occur, you will be contacted for approval prior to performing the additional work. The proposal is valid for 90 days from the date of proposal.

### **TIME ESTIMATE**

AES is prepared to begin work immediately upon receiving written authorization. Please note, a minimum of forty-eight (48) hours is required by law to mark the existing utilities. Assuming favorable weather and ground conditions and based on our current backlog, we would be able to schedule field drilling and sampling in about 2 to 3 weeks and submit a written report in about 6 to 8 weeks from the date we receive a written authorization.

### **CONCLUSION**

The services will be performed as per the Masters Services Agreement (MSA) between DLZ and AES dated June 28, 2019. If this proposal is acceptable, please provide a duly completed Work Order so that we can initiate the exploration work.

Mr. Qasim Asghar, DLZ Indiana LLC  
Geotechnical Proposal for Proposed Woodland Crossing Development, Elkhart, Indiana  
AES Proposal No. 2026-150G, February 12, 2026  
Page 4 of 4

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We appreciate the opportunity to offer these services and look forward to working with you on this project.  
If you have any questions, please feel free to contact us at your convenience.

Respectfully submitted,  
**Advanced Engineering Services Inc. (AES)**



Eric K. Morphis, EIT  
Team Engineer  
[ekm@adv-engrs.com](mailto:ekm@adv-engrs.com)



Akhtar Zaman, PE  
Principal Engineer  
[anz@adv-engrs.com](mailto:anz@adv-engrs.com)

RESOLUTION NO. 26-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,  
APPROPRIATING FUNDING FOR ENFOCUS CONTRACT

Whereas, The Commission desires to contract with enFocus to prepare a complete READI 2.0 LEI Arts and Culture grant application in furtherance of funding the Commission's South Main Street project which includes the revitalization of the Railroad Museum and surrounding corridor (the "Project") all as more fully outlined in the attached Standard Form of Agreement for Professional Services and Exhibit A thereto (the "Contract"); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Contract and Scope of Services as set forth in the Contract.
2. The Commission appropriates the not-to-exceed sum of \$5,000.00 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the Contract, with any unused funds to be returned to the appropriate account.
3. The Officers of the Commission are hereby authorized execute and deliver the Contract to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14<sup>TH</sup> DAY OF APRIL 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Willie L. Brown, Secretary

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

THIS IS AN AGREEMENT effective as of March 15, 2026 to April 15, 2026  
 (“Effective Date”) between the City of Elkhart, Indiana, Department of Redevelopment,  
 (“City”) and enFocus, Inc. (“Consultant”).

|   |
|---|
| For the following Project: EnFocus support the City in preparing an packaging a complete<br>READI 2.0 LEI Arts & Culture grant application. |
|   |
|   |

City and Consultant agree as follows:

**ARTICLE 1 – SERVICES OF CONSULTANT**

*1.01 Scope*

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

**ARTICLE 2 – CITY’S RESPONSIBILITIES**

*2.01 General*

- A. City shall pay Consultant as set forth in Exhibit A.
- B. City shall make available to Consultant reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Consultant may rely upon said documents without independent verification unless advised by the City that verification may be needed.

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

*3.01 Commencement*

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

### 3.02 *Time for Completion*

A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Consultant's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than April 15, 2026.

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

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

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

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

## **ARTICLE 4 – INVOICES AND PAYMENTS**

### 4.01 *Invoices*

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

### 4.02 *Payments*

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

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

## **ARTICLE 5 – GENERAL CONSIDERATIONS**

### *5.01 Standards of Performance*

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

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

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

D. Upon the Project Champion's signature acknowledging that project deliverables meet the City's stated requirements, Consultant shall be released from further liability related to the adequacy, sufficiency, or performance of the deliverable. This release shall not apply in cases of gross negligence, willful misconduct, or fraud on the part of the Consultant.

## **ARTICLE 6 – USE OF DOCUMENTS**

### *6.01 Use of Documents*

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

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

C. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained

or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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

#### 6.02 *Insurance*

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

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

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

#### 6.03 *Suspension and Termination*

##### A. *Suspension.*

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

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

##### B. *Termination.*

1. The obligation to provide further services under this Agreement may be terminated for cause, by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

2. The obligation to provide further services under this Agreement may be terminated by Consultant upon seven days written notice if City demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed

professional; or upon seven days written notice if the Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

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

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

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

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

#### 6.05 *Controlling Law*

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

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

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

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

C. Unless expressly provided otherwise in this Agreement:

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

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

#### *6.07 Dispute Resolution*

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

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

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

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

#### *6.08 Indemnification by Consultant*

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

#### *7.01 Conflict of Interest*

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

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

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

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

## 7.02 *Miscellaneous Provisions*

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

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

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

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

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

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

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

### 8.01 *Terms*

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

### 8.02 *Enrollment and Participation*

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

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

### 8.03 *Affidavit*

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

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

#### 8.04 *Subcontractors*

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

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

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

#### 8.05 *Employment of Unauthorized Aliens*

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

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

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

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

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

#### 9.01 *Exhibits Included*

- A. Exhibit A, “Consultant’s Services,” consisting of three (3) page(s).
- B. Exhibit B, “Insurance,” consisting of one (1) page.
- C. Exhibit C, “Affidavit of E-Verify Enrollment and Participation” consisting of one page.
- D. Exhibit D, “Certification Statement Regarding Investments in Iran,” consisting of one (1) page.
- E. Exhibit E, “Title VI Notice,” consisting of two (2) pages.

#### *9.02 Total Agreement*

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

#### *9.03 Designated Representatives*

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

#### *9.04 Suspension and Debarment*

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

#### *9.05 Investments in Iran*

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

#### *9.06 Title VI Notice*

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

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

|  |                  |  |                           |
|--|------------------|--|---------------------------|
| CITY: City of Elkhart, Indiana,<br>Department of Redevelopment |                  |  | CONSULTANT: EnFocus, Inc. |
| By:  | Sandra Schreiber | By:  | Gillian Shaw              |
| Title:   | President        | Title:   | VP of Projects            |
| Date Signed:   |                  | Date Signed:                                   |                           |
| Attest:  | Willie L. Brown  | Consultant License<br>or Certification<br>No.: |                           |
| Secretary,<br>Elkhart Redevelopment Commission                 |                  | State of:                                      |                           |
| <b>Address for giving notices:</b>                             |                  | <b>Address for giving notices:</b>             |                           |
| Elkhart City Dept. of Redevelopment                            |                  | enFocus  |                           |
| 229 S. Second Street   |                  | 635 S Lafayette Blvd., Suite 105               |                           |
| Elkhart, Indiana 46516   |                  | South Bend, IN 46601                           |                           |

|                   |  |                   |   |
|-------------------|--|-------------------|---|
|                   | <b>Designated Representative:</b><br>Michael Huber |                   | <b>Designated Representative:</b><br>Gillian Shaw |
| Title:            | Director of Development Services                   | Title:            | VP of Projects                                    |
| Phone Number:     | 574-522-4855                                       | Phone Number:     | 732-927-3889                                      |
| Facsimile Number: |  | Facsimile Number: |   |
| E-Mail Address:   | Mike.Huber@cityofelkhartin.gov                     | E-Mail Address:   | g.shaw@en-focus.org                               |

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of  
the **Agreement between City and Consultant for Professional  
Services**

**Consultant's Services**

## Exhibit A READI 2.0 Arts & Culture Grant Application Support

### Project Background

The State of Indiana, through the Indiana Economic Development Corporation (IEDC) and the Indiana Arts Commission, has launched the READI 2.0 Lilly Endowment Inc. (LEI) Arts & Culture Initiative — a competitive \$65 million statewide grant program designed to invest in transformative arts and cultural projects that strengthen quality of place, attract and retain talent, and fuel long-term economic growth. The application deadline is April 15, 2026, with awards anticipated beginning in July 2026.

The City of Elkhart is pursuing this opportunity to advance the revitalization of the Railroad Museum and its surrounding corridor. The City has contracted with design firm Garrison Fraizer, who have developed a vision and plan for the project. The application is supported by approximately \$5 million in City-funded streetscape improvements and approximately \$25 million committed by a private developer for the Railroad Museum, providing the strong foundation for the proposed initiative. Additionally, a resident charette on March 17th will inform public priorities and enhance the proposed initiatives within the grant narrative.

### Project Approach and Scope

enFocus will support the City in preparing and packaging a complete READI 2.0 LEI Arts & Culture grant application. Key activities include:

- Review and familiarize with the regional [Arts and Culture Plan](#) to ensure understanding of grant priorities
- Collect design visuals, renderings, and narrative content from Garrison Fraizer and City staff
  - Coordinate across City staff to gain access to prior documentation and updated plans
  - Attend and take notes on Freight Street/RR Museum Design Charrette to inform grant approach
- Adapt prior documents and available material to align with READI 2.0 requirements, priorities, and evaluation criteria
- Build budget based on information in alignment with grant requirements
  - Liaise across City staff and identified stakeholders to gain clarity and agreement of general proposed budget and match requirements
- Assemble a complete, submission-ready application package for City staff to review, edit and submit

### Project Timeline

This project will begin on March 15, 2026, and end on April 15, 2026. The project will be completed in an agile manner, seeking input from the Project Champion to drive weekly areas of focus and milestones. This allows flexibility for the team outlined below to

deliver value and dedicate time to grant application as information is gathered nimbly across City staff and contracted firms.

## **Project Cost**

enFocus will devote one Fellow, Project Manager and Civic Project Director to this engagement for oversight and completion of deliverables, dedicating two (2) days a week in total, from March 15, 2026 through April 15, 2026. The City of Elkhart is committed to this arrangement of team allocation to support above outlined project activities at \$5,000. The City of Elkhart will be invoiced on April 15, 2026.

## **Team and Resources**

enFocus will be taking a team approach to completing this project. An Innovation Fellow and Project Manager will be assigned to this project. Additionally, enFocus's Civic Project Director will provide oversight and advice to the team.

### Sponsor Project Champion:

- Mike Huber, Director of Development Services and any other City staff as appropriate. The Project Champion will be responsible for determining when milestones have been completed and will play a role in managing the engagement and execution.

## **Communications Management Plan**

To ensure seamless communication throughout the project, enFocus proposes that communications be carried out as detailed below:

- Weekly in person or virtual meetings between the Project Champion and the Innovation Fellow with the Project Manager joining a minimum of once a month.
- Ad-hoc communication: As necessary, Project Lead will communicate with the Project Champions via email, telephone communications, and update meetings.
- Deliverable validation: Meeting at the completion of each deliverable.

## **Project Updates and Communication**

Regular, recurring project update meetings near the middle of each project milestone establishes an effective communication strategy to set expectations for all relevant teams and to align resources accordingly. During these meetings the Project Champion will be briefed on project status and any required amendments to project deliverables or timeline.

## **Pivots**

enFocus places value on our entrepreneurial focus and approach to projects. We have had historical success for sponsors when we reserve the option to initiate conversation with the sponsor for a project pivot when we see a better path or opportunity to pursue that can lead to greater success. This is not meant to negate the project responsibility of

enFocus, but rather to create a scenario that will produce the most valued outcome for all parties. enFocus and the sponsor will agree to any project pivot(s) in advance.

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

**Insurance**

*Insurance*

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

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

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between City and Consultant 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 \_\_\_\_\_ (“Consultant”) in the position of \_\_\_\_\_.
3. I am familiar with the employment policies, practices, and procedures of Consultant and have the authority to act on behalf of the Consultant.
4. Consultant is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit “A” and incorporated herein.
5. Consultant does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Consultant does not currently employ any unauthorized aliens.

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

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

\_\_\_\_\_  
Printed: \_\_\_\_\_

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

**CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN**

I, \_\_\_\_\_, 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 E**, consisting of 2 pages, referred to in and part of the **Agreement between City and Consultant for Professional Services**



## **Title VI Notice**

### Title VI Policy

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

The Title VI Coordinator is:

Title VI Coordinator  
City of Elkhart  
229 S 2<sup>nd</sup> Street  
Elkhart, Indiana 46516

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

Acceptance by Consultant

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

Signed

Printed Name

Dated

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

<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd365>

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# Meticulous Contract

RESOLUTION NO. 26-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING LACASA CONTRACT  
FOR OWNER OCCUPIED HOME INSPECTION SERVICES

Whereas, The Commission desires to employ LaCasa, Inc. to provide Owner Occupied Home Inspection Services (the "Services") under the City's Owner Occupied Housing Rehabilitation Program on a 1-year contract all as more fully described in the attached Contract for CDBG Owner Occupied Home Inspection Services Agreement attached hereto (the "Agreement"); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of LaCasa, Inc. to provide the Services pursuant to the terms set forth in the Agreement;
2. The Commission approves the form and content of the Agreement and all attachments and exhibits thereto.
3. The Commission appropriates the sum of \$20,000 from the Community Development Block Grant Rehabilitation Program Funds GL Account 2226-5-631-4314260 to cover the cost of the Services.
4. The Officers of the Commission are hereby authorized to execute and deliver the Agreement and to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF APRIL 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Willie L. Brown, Secretary

April 1, 2026

# Memorandum

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**To:**  
Elkhart Redevelopment  
Commission

Contract with Lacasa Inc. for inspection services for Elkhart's U.S. Housing and Urban Development (HUD), Community Development Block Grant program (CDBG), Owner Occupied Rehab program.

**From:**  
Mary K Kaczka  
Assist. Director  
Community  
Development  
x3131

The contract will be paid for with general ledger number 2226-5-631-4314260. The contract is not to exceed \$ 20,000.00

**Re:**  
Approval of contract  
Lacasa Inc.

Community Planning Insights will provide the following services:

**To provide inspection  
Services**

- Visually inspect for hazardous material containers on property.
- Prepare scope of work identifying code and/or safety issues.
- Prepare cost estimates, consistent with CDBG guidelines for owner occupied rehabilitation.
- Conduct a walkthrough of the property with contractors during the bidding process.
- Take before and after photos.
- Such other services in furtherance hereof as Community Development reasonably determines are necessary.
- Perform a final inspection and certification.

---

**City of Elkhart**

Tel 574.294.5471 x1062

201 S. 2<sup>nd</sup> Street  
Elkhart, IN 46516

[elkhartindiana.org](http://elkhartindiana.org)  
[mary.kaczka@coei.org](mailto:mary.kaczka@coei.org)



## CONTRACT FOR CDBG OWNER OCCUPIED HOME INSPECTION SERVICES

### PART 1: AGREEMENT

This contract for professional services is by and between the City of Elkhart Development Services Division; hereinafter called ("Community Development,") acting herein by and through its Redevelopment Commission, and LaCasa, Inc., an Indiana not-for-profit corporation, ("Consultant");

WHEREAS, Community Development desires to engage the Consultant as an Independent Contractor to render certain technical assistance services in connection with its Housing Rehabilitation Program; and

WHEREAS, Consultant is willing to provide the services required, on that basis, in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

#### 1. Employment of Consultant

Community Development employs the Consultant to perform, and the Consultant agrees to perform, the following Scope of Services in accordance with the terms hereof.

#### 2. Scope of Services

**Contractor will provide the following services in accordance with the terms set forth herein (the "Services"):**

- Visually inspect for hazardous material containers on property;
- Prepare of scope of work identifying code and/or safety issues;
- Prepare cost estimates, consistent with CDBG guidelines for owner occupied rehabilitation;
- Conduct a walkthrough of the property with contractors during the bidding process;
- Take before and after photos;
- Such other services in furtherance hereof as Community Development reasonably determines are necessary; and
- Perform a final inspection and certification.

Services shall be coordinated with Community Development, or its designated representative, on an as needed basis. Consultant shall be provided adequate notice of all assignments under this Agreement. Community Development agrees to notify Consultants of any required inspections, contractor walkthroughs, or related on-site activities no fewer than fourteen (14) calendar days in advance, unless otherwise mutually agreed in writing. In addition, because timely planning is essential to performing services under this

Agreement, Consultant requires periodic updates on status of active and upcoming projects so that it may anticipate when services will be needed, allocate staff appropriately, and maintain continuity in workflow. Community Development agrees to provide updates in a consistent and timely manner. Community Development acknowledges that insufficient notice or lack of status updates may impact Consultants ability to perform services in accordance with this Agreement. In addition, the Consultant will be given a full copy of the approved scope of work as soon as it is ready. Consultants cannot prepare to inspect or inspect the project without this knowledge.

### 3. Term of Contract

The original term of this Contract shall commence on January 1, 2026, (the "Effective Date") and shall terminate on December 31, 2026. Notwithstanding the above, either party may terminate this contract at any time during the term hereof by providing the other party 30 days prior written notice, in which event all services will be terminated upon the expiration of that notice period. In the event of such termination, Community Development will pay for only those services performed to the date of termination

### 4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available to Community Development and necessary for the carrying out of the work outlined above, shall be furnished to the Consultant by Community and Development and its agencies. No charge will be made to the Consultant for such information, and Community Development and its agencies will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this contract.

### 5. Compensation and Method of Payment

City will pay Consultant for the services performed at the rate of \$65.00 per hour, not to exceed a total contract fee of \$20,000.00.

**The consultant shall submit monthly invoices for services performed on the 15<sup>th</sup> day of each month** to Community Development for payment. The invoices will be paid in accordance with City's standard payment cycle. Each invoice shall summarize the assigned tasks completed per property during the preceding payment period. The Consultant agrees to keep accurate records and shall make them available to Community and Redevelopment for inspection and copying upon request.

### 6. Independent Contractor

Consultant shall perform as an independent contractor, and not as an agent or employee of City or any Department thereof. Consultant shall have no power or authority to act on behalf of the City or bind the City or any Department thereof to any contract. Consultant shall carry adequate insurance to cover its employees and itself from any liability for injury to person or property arising from the performance of its duties, including workmen's compensation insurance for its employees, and will provide

proof of such insurance to Community Development on request.

#### 7. Taxes

Consultant shall timely file all tax returns required by law and pay its own taxes incurred from income generated on this project, and understands Community Development will not withhold or pay on behalf of Consultant or any of its employees: (a) federal, state, or local income taxes; (b) any payroll tax or social security tax; or (c) any kind of employee benefit.

#### 8. Compliance with Law

The Consultant affirms it will perform its duties hereunder in compliance with all applicable laws and regulations including its duty to not discriminate against any employee or applicant for employment relating to this contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee's or applicant's race, religion, age, color, sex, disability, national origin, ancestry, status as a veteran or any other characteristic protect by federal, state or local law ("Protected Characteristics"). Consultant certifies compliance with the applicable laws, regulations and executive orders prohibiting discrimination based on the protected characteristics in the provision of the services. Breach of this paragraph may be regarded as a material breach of the contract.

#### 9. Indemnification

The Consultant shall indemnify and hold harmless City, its Departments, Boards and Commissions, Community Development, its officers, agents and employees from and against all loss, damage, cost, or expense, including attorney's fees, by reason of any claim arising as a result of Consultant's performance of its duties hereunder..

#### 10. Default

If Community Development fails to pay Consultant for its services as required herein, or Consultant fails to perform as required herein, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, the non-defaulting party may claim default, and terminate this Agreement. Community Development will be responsible to pay for work actually performed by Consultant to the date of termination.

#### 11. Bankruptcy, Insolvency

As this is a personal service contract, and Community Development is relying on the expertise of Consultant and its ability to complete the entire scope of work, the parties agree that if an order for 'Relief is entered against Consultant under the US Bankruptcy Code, or Consultant makes an Assignment for the Benefit of Creditors, or a receiver is appointed for Consultant, the Consultant shall be deemed in default hereunder and this agreement shall terminate immediately, without notice of default or further liability to Consultant, except for payment for those services already performed, and Community Development shall have the right to replace Consultant.

12. Drug-Free Workplace

Consultant covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Consultant will give written notice to Community Development within ten (10) days after receiving actual notice that the Consultant, or an employee of the Consultant in the state of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, termination of this contract and/or debarment of contracting opportunities with the City for up to three (3) years.

12. Certification of Compliance

Attached hereto as **Schedule 1** is Consultant's signed Certification of Compliance with I.C. 22-5- 1.7, which is incorporated herein by reference.

13. Notices

Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown herein, as amended from time to time, by means sufficient to show return receipt.

14. Amendment

This contract may only be amended in writing, signed by the parties hereto.

15. Entire Agreement

This contract and all attachments hereto contain the entire agreement of the parties, and all prior negotiations and discussions are merged herein.

16. Terms and Conditions

This contract is subject to the provisions titled, "Part II Terms and Conditions," attached hereto and incorporated by reference herein.

17. Addresses of Notices and Communications

City of Elkhart  
Assistant Director of Community  
Development  
201 S 2<sup>nd</sup> Street  
Elkhart, IN 46516

Consultant: LaCasa, Inc.  
202 N. Cottage Ave.  
Goshen, IN 46526

19. Captions

Each paragraph of this contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or applications.

20. Applicable Law, Blue Penciling

This Contract shall be construed in accordance with the laws of the state of Indiana. If any provision is found by a court of competent jurisdiction to be unenforceable, such provision shall be deemed stricken here from, and the remainder of the

contract shall continue in full force and effect.

21. Counterparts

This contract may be executed in two or more counterparts, each of which shall be deemed original.

22. Authorization

This contract has been duly authorized by the governing boards of each party.

In Witness Whereof, this Contract is entered into by the parties as of the effective date. City of Elkhart, Indiana; Development Services Division acting by and through its Redevelopment Commission.

By:

---

Sandra Schreiber

President, Elkhart Redevelopment Commission

By:

---

Jeremy Stutsman

President and CEO LaCasa Inc.

**CONTRACT FOR HOME INSPECTION**  
**PART II: TERMS AND CONDITIONS**

1. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the consultant shall violate any of the covenants, agreements or stipulations of this contract, Community Development shall thereupon have the right to terminate this contract by giving written notice to the consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

2. Termination for Convenience of Community Development

Community Development may terminate this contract at any time by giving at least ten (10) days' notice in writing to the consultant. If the contract is terminated by Community Development as provided herein, the consultant will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the consultant, paragraph 1 hereof relative to termination shall apply.

3. Changes

Community Development may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the consultant's compensation, which are mutually agreed upon by and between Community Development and the consultant, shall be incorporated in written amendments to this contract.

4. Personnel

The consultant represents that it has, or will secure, at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with Community Development.

All of the services required hereunder will be performed by the consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without the prior approval of Community Development. Any work or services subcontracted hereunder shall be subject to each provision of this contract.

5. Assignability

The consultant shall not assign any interest on this contract, and shall not transfer any

interest in the same (whether by assignment or novation), without the prior written consent of Community Development provided, however, that claims for money by the consultant from Community Development under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to Community Development.

6. Compliance with the Local Laws

The consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the consultant shall hold Community Development harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this contract.

7. Access to Records

The consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the Community Development to assure proper accounting for all project funds. These records will be made available for audit purposes to Community Development or any authorized representative, and will be retained for three years after the expiration of this contract unless permission to destroy them is granted by the Community Development.

8. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Section 109 of the Housing and Community and Redevelopment Act of 1974

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

10. Conflict of Interest Clauses

• Interest of Members of Community Development

No member of the governing body of the Community Development and no other officer, employee, or agent of Community Development who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.

• Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning

and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and the Consultant shall take appropriate steps to assure compliance.

- Interest of Consultant and Employees

The consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The consultant further covenants that in the performance of this contract, no person having any such interest, shall be employed.

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities (contracts less than \$100,000)

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-Consultant is in violation of regulations issued by the Secretary for Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any

sub-Consultant where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the sub-Consultant has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Consultants and sub-Consultants, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Executive Order 11246, Section 202 Equal Opportunity Clause (contracts over \$10,000)

During the performance of this contract, the Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Community and Redevelopment, setting forth the provisions of this non-discrimination clause.

B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each sub-Consultant, provided that the foregoing provisions shall not apply to contracts or sub-Consultants for standard commercial supplies or raw materials.

D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City's Department of Community and Redevelopment, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Consultant's noncompliance with the non-compliance clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the provisions of paragraphs (A) through (G) in every sub contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City's Department of Community and Redevelopment may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub- Consultant or vendor as a result of such direction by the City's Department of Community and Redevelopment, the Consultant may request the United States to enter such litigation to protect the interests of the United States.

Special Equal Opportunity Provisions (Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended. During the performance of this contract, the Consultant agrees as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. Consultant shall incorporate foregoing requirements in all subcontracts.

Rehabilitation Act of 1973, Section 504 Handicapped (If \$2,500

or over) Affirmative Action for Handicapped Workers

A. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for

employment, and the rights of applicants and employees.

E. The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Consultant will include the provisions of this clause in every subcontract of purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub- Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Age Discrimination Act of 1975 (for contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal financial assistance.

Executive Order 13465 of June 6, 2008 CE-Verify)

Consultant agrees to participate in the E-Verify system to confirm employment eligibility.

LaCasa, Inc., the undersigned, has read and fully agrees to this Affirmative Action Plan, and becomes a part to the full implementation of this program.

Lacasa, Inc.

\_\_\_\_\_

Jeremy Sutsman, President and CEO

Dated: \_\_\_\_\_

## SCHEDULE 1

### CERIFICATION OF COMPLIANCE WITH I.C. 22-1.7.

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

#### E-VERIFY REQUIREMENT:

1. All terms defined in Indiana Code 22-5-7.1 et.seq. apply hereto.
2. Consultant shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.
3. Consultant does not knowingly employ an unauthorized alien.
4. Any Sub Consultant under this Agreement shall be required to certify by affidavit that it does not knowingly *employ* or contract with unauthorized aliens, and it has enrolled and is participating in the E-Verify program. Consultant shall maintain a copy of such certification for the duration of each subcontract.
5. Consultant and Sub Consultants shall have 30 days after notice of any violation of these terms to cure the same ("Cure Period"). Should the violation not be remedied within the Cure Period, City shall have the right to terminate this Agreement without liability to Consultant or Sub Consultant.
6. The E-Verify requirements will not apply should the E-Verify program cease to exist.

#### ANTI: IRAN INVESTMENT REOUIREMENT

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

By:

\_\_\_\_\_

Jeremy Stutsman, President and CEO, Lacasa Inc.

Dated: \_\_\_\_\_





City of Elkhart

## **Title VI Notice**

It is the public policy of the City of Elkhart to provide all of its citizens 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: [titlevicordinator@coei.org](mailto:titlevicordinator@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.

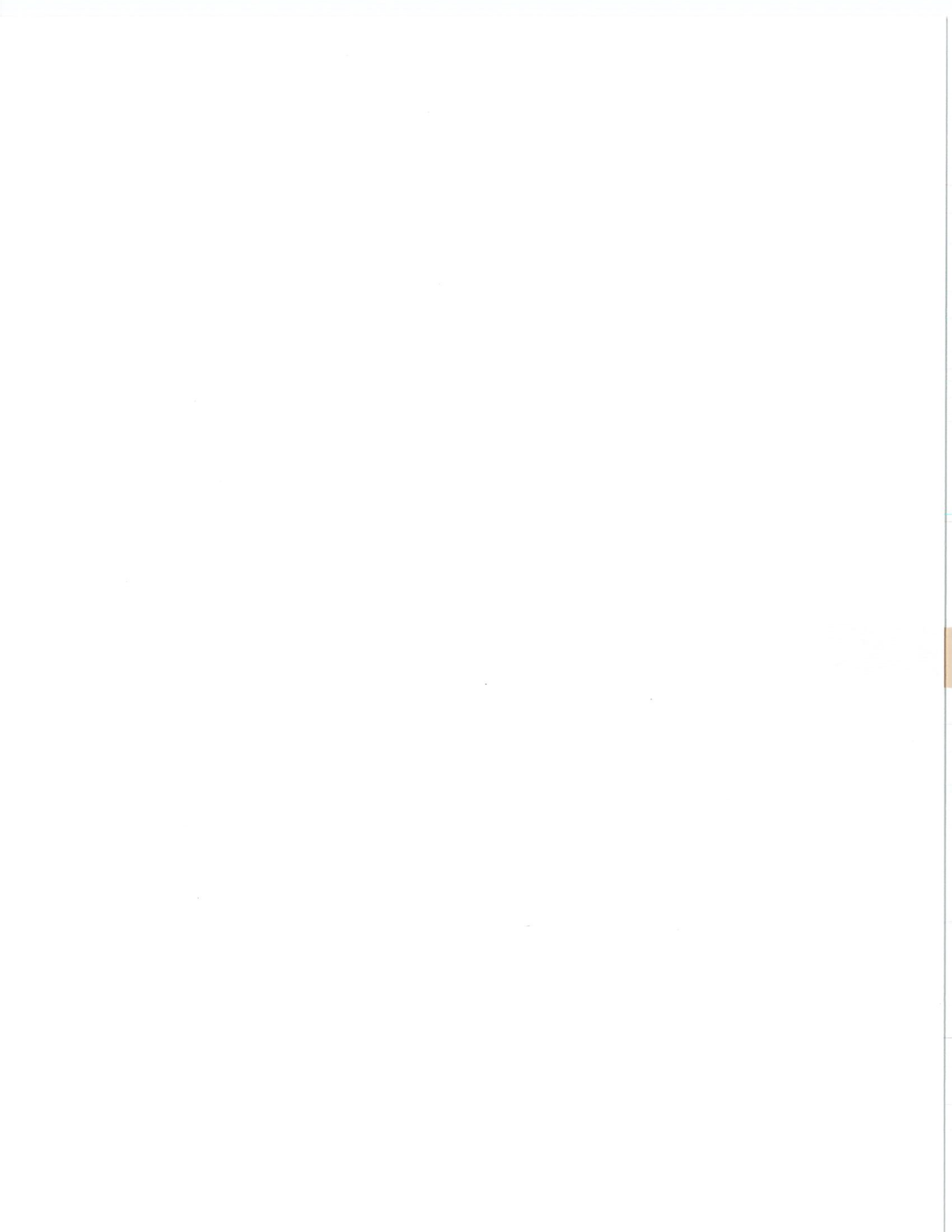
\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

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

<https://elkhortindiana.org/government/humon-resources/#tab->

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April 1, 2026

## Memorandum

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**To:**  
Elkhart Redevelopment  
Commission

Three quotes were obtained for Woodland Crossing mowing/landscape services for April 1 through November 1, 2026.

**From:**  
Mary K Kaczka  
Assist. Director  
Community  
Development  
x3131

GL account 2560-5-000-4360400

- Advanced Property Maintenance of South Bend \$ 17,980.00
- M.A.A.C Property Services \$ 21,371.04
- GrowPros \$ 53,731.00

**Re:**  
Woodland Crossing  
Mowing/Landscape  
Maintenance contract

Staff recommends awarding the contract to Advanced Property Maintenance of South Bend, for eight equal payments of \$ 2,247.50, total \$17,980.00

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**City of Elkhart**

Tel 574.294.5471 x1062

201 S. 2<sup>nd</sup> Street  
Elkhart, IN 46516

[elkhartindiana.org](http://elkhartindiana.org)  
[mary.kaczka@coei.org](mailto:mary.kaczka@coei.org)



RESOLUTION NO. 26-R-\_\_\_\_\_

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

Whereas, the Commission has acquired Lots 1,3,5 and 6 in the recorded Plat of Woodland Crossing (the "Property") and staff recommends the approval of the service contract with Advanced Property Maintenance of South Bend ("APM") to provide landscaping/mowing services on the common areas, as described in the attached Contract; and

Whereas, the Commission believes it will be in the best interest of the city and its inhabitants to award the contract to APM as the lowest and most responsive bidder and approve the Contract.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission awards the bid to APM and approves the APM contract for Landscaping/Mowing Services in the amount of \$17,980, such services to be paid from the Woodland GL Account 2560-5-000-4360400 (the "GL Account").
2. The Commission appropriates \$17 980.00 from the GL Account to cover the cost of the scheduled landscaping/mowing services described in the attached Contract.
3. The officers are authorized to execute all agreements and take all actions they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE ON THE 14<sup>TH</sup> DAY OF APRIL 2026.

CITY OF ELKHART REDEVELOPMENT COMMISSION

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

ATTEST:

By: \_\_\_\_\_  
Willie L. Brown, Secretary

## CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 14th day of April 2026, between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, whose address is 229 South Second Street, Elkhart, Indiana 46516 (“City”) and Advanced Property Maintenance of South Bend an Indiana limited liability company, whose address is 53141 Flicker Lane., South Bend, Indiana 46637 (“Contractor”).

### RECITALS

1. City is interested in hiring Contractor to provide mowing and landscaping services for the common areas at Woodland Crossing Shopping Center at 154 W. Hively Avenue in the City of Elkhart; and
2. City desires to employ Contractor as an independent contractor and Contractor is willing to provide the services required, on that basis, in accordance with the terms of this Agreement.

In consideration of the contract price and other agreements herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Employment of Contractor. City hereby employs Contractor to perform certain mowing and landscaping services, and Contractor agrees to perform, the Services.
2. Scope of Services. Contractor will provide mowing and landscaping services for City as generally described in the attached Estimate (the “Services”).
3. Compensation. City will pay Contractor for the Services a not-to-exceed sum of \$17,980 (the “Fee”), as follows:

Contractor will be paid in 8 monthly installments of \$2,247.50 each for services to be provided during the months of April through November, 2026.

4. Independent Contractor. Contractor shall perform as an independent contractor, and not as an agent or employee of the City. Contractor shall have no power or authority to act on behalf of the City or bind the City to any contract. Contractor shall carry adequate insurance to cover its employees, if any, and itself from any liability for injury to person or

property arising from the performance of its duties, including workmen's compensation insurance for its employees, and will provide proof of such insurance to City, on request.

5. Taxes. Contractor shall pay its own taxes incurred from income generated on this project, and understands that City will not withhold or pay on behalf of Contractor or any of its employees: (a) federal, state or local income taxes; or (b) any other payroll tax or social security tax, or (c) any kind of employee benefit.
6. Indemnification. Contractor shall indemnify and hold City harmless from and against all loss, damage, cost or expense, including attorney fees, by reason of any claim arising as a result of Contractor's performance of its duties hereunder.
7. Default. If City fails to pay Contractor for its services as required herein, or Contractor fails to perform as required herein, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, then the non defaulting party may claim default, and terminate this Agreement. City will be responsible to pay for work actually performed by Contractor to the date of termination.
8. Bankruptcy, Insolvency. As this is a personal service contract, and City is relying on the expertise of Contractor and its ability to complete the entire scope of work, the parties agree that if an Order for Relief is entered against the Contractor under the US Bankruptcy Code, or Contractor makes an Assignment for the Benefit of Creditors, or a Receiver is appointed for Contractor, this Agreement shall terminate immediately, without further liability to Contractor, except for payment for those Services already performed all in accordance with the Default provision herein, and City shall have the right to replace Contractor.
9. Term. The original term of this Contract shall begin on April 1, 2026 and terminate on November 30, 2026. Notwithstanding the above, either party may terminate this Agreement at any time during the term of this Contract by providing the other 30 days prior written notice, in which event all Services will be terminated upon the expiration of that notice period. In the event of such termination, City will pay for only those Services actually performed to the date of termination.
10. Drug Free Workplace. Contractor covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the City within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the state of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of

this certification may result in sanctions including, but not limited to, termination of this contract and/or debarment of contracting opportunities with the City for up to three (3) years.

11. Compliance with Law. Contractor affirms that it will perform its duties hereunder in compliance with all applicable laws and regulations including its duty to not discriminate against any employee or applicant for employment relating to this contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee's or applicant's race, religion, age, color, sex, disability, national origin, ancestry, status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The Contractor certifies compliance with the applicable laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this contract.
12. Certification of Compliance. Attached hereto as **Schedule 1** is Contractor's signed Certification of Compliance with I.C. 22-5-1.7, which is incorporated herein by reference.
13. Notices. Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown above by means sufficient to show return receipt.
14. Assignment. This contract is not assignable.
15. Amendment. This contract may only be amended in writing, signed by the parties hereto.
16. Entire Agreement. This contract contains the entire agreement of the parties, and all prior negotiations and discussions are merged herein.
17. Applicable Law, Blue Penciling. This contract shall be construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. The proper venue for any legal action arising hereunder shall be in a court of general jurisdiction in Elkhart County, state of Indiana. If any provision is found by a court of competent jurisdiction to be unenforceable, such provision will be deemed stricken herefrom, and the remainder of the contract shall continue in full force and effect.
18. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original.

19. Non Collusion. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor or City, directly or indirectly, has entered into any agreement to accept or receive, or been offered, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

In witness whereof, the parties have entered into this agreement as of the date above set forth.

City of Elkhart, Indiana  
Dept of Redevelopment

Advanced Property Maintenance  
of South Bend

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

By \_\_\_\_\_  
,

SCHEDULE 1

CERTIFICATION OF COMPLIANCE WITH I.C. 22-5-1.7

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

E-VERIFY REQUIREMENT:

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

ANTI-IRAN INVESTMENT REQUIREMENT

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

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

CONTRACTOR:

\_\_\_\_\_



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: [titlevicoordinator@coei.org](mailto:titlevicoordinator@coei.org)  
Phone: (574) 293-2572  
Fax: (574) 293-7658  
TDD: (574) 389-0189

The City of Elkhart Title VI Policy may be accessed here:  
<https://elkhartindiana.org/government/human-resources/#tab-b900fcd1bdffd36578>

MUNICIPAL BOOK (09/21)  
TITLE VI NOTICE

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://clkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

Advanced Property Maintenance of South Bend  
 53141 Flicker Lane  
 South Bend, Indiana 46637

# Estimate

|   |
|---|
| Name/Address  |
| Cressy Woodland Crossing<br>154 W Hively Ave.<br>Elkhart In 46517 |

| Date     | Estimate No. | Project |
|----------|--------------|---------|
| 03/12/26 | 1706         |         |

| Item  | Description   | Quantity | Cost         | Total              |
|---|---|----------|--------------|--------------------|
| Mowing  | Weekly mowing (per time)                                  | 24       | 230.00       | 5,520.00           |
| Fertilizer Application  | 4 step fertilizer application                             | 4        | 660.00       | 2,640.00           |
| Pruning   | Pruning shrubs  | 3        | 750.00       | 2,250.00           |
| Spring Cleanup  | Spring cleanup  | 1        | 500.00       | 500.00             |
| Fall Cleanup  | Fall cleanup  | 2        | 600.00       | 1,200.00           |
| Irrigation  | Irrigation start up and blowout (parts extra charge)      | 2        | 100.00       | 200.00             |
| Mulch   | 63.50 per yd installed with pre emergent 70 yards total   | 70       | 63.50        | 4,445.00           |
| Weed Spray  | Weed Spray for curbs cracks and landscape beds (per time) | 8        | 75.00        | 600.00             |
| Tree Trimming   | Tree trimming   | 2        | 200.00       | 400.00             |
| Edging  | Edging  | 3        | 75.00        | 225.00             |
| Misc  | Hourly man rate is at 48.50 per hour                      |          | 0.00         | 0.00               |
| 8 EQUAL PAYMENTS OF \$2247.50 FROM APRIL 1ST THROUGH NOVEMBER 1ST |   |          |              |                    |
|   |   |          | <b>Total</b> | <b>\$17,980.00</b> |

| Activity / Vendor  | Advanced Property Maintenance of South Bend |                    |                                    | M.A.A.C. Property Services |                    |                         | Bid        |
|--|---|--------------------|------------------------------------|----------------------------|--------------------|-------------------------|------------|
|  | MOW   | Unit Cost          | Total                              | Notes                      | Bid                | Total                   |            |
| Per mow and trim (to include blowing of any clippings)   | \$230.00                                    | \$5,520.00         | based on 24 mowings                | \$233.00                   | \$6,524.00         | 28¢                     | \$330.00   |
| Edging on tire property  | \$75.00                                     | \$225.00           | 3¢                                 | \$0.00                     |                    | Included in mowing      | \$555.00   |
| <b>FERTILIZER</b>  |   |                    |                                    |                            |                    |                         |            |
| Per Applications (4)   | \$660.00                                    | \$2,640.00         | 4¢                                 | \$670.00                   | \$2,716.00         | 4¢                      | \$1,650.00 |
| <b>PRUNING</b>   |   |                    |                                    |                            |                    |                         |            |
| Bushes (2/season)  | \$750.00                                    | \$2,250.00         | 3¢                                 | \$832.00                   | \$2,456.00         | 3¢                      | \$1,820.00 |
| Trees (2/season, including sucker removal)   | \$200.00                                    | \$400.00           | 2¢                                 |                            |                    | Included in with bushes |            |
| <b>SEASONAL</b>  |   |                    |                                    |                            |                    |                         |            |
| Spring clean-up (to include replacement of foliage damaged by salt, replacement or seeding of grass damaged by salt) | \$500.00                                    | \$500.00           | 1¢                                 | \$466                      | \$466              | 1¢                      | \$1,150.00 |
| Fall clean-up (to include cut down of ornamentals, removal of leaves, last pruning if necessary)                     | \$600.00                                    | \$1,200.00         | 2¢                                 | \$699.04                   | \$699.04           | 1¢                      | \$2,350.00 |
| <b>WEEDING/MULCH</b>   |   |                    |                                    |                            |                    |                         |            |
| Mulch cost/yr (installed)  | \$63.50                                     | \$4,445.00         | 70yds total; includes pre-emergent | \$52.00                    | \$3,640            | 70yds                   | \$92.62    |
| Curb line treatment/weeding  | \$75.00                                     | \$600.00           | 8¢                                 | \$28                       |                    | per gallon used         | \$566.00   |
| Bed treatment/weeding  |   |                    |                                    | \$483                      | \$4,830            | 10¢                     |            |
| <b>MISCELLANEOUS</b>   |   |                    |                                    |                            |                    |                         |            |
| Hourly rate (per man) for any service not specified above  | \$48.50                                     | \$0.00             | as needed                          | \$61.00                    |                    | as needed               | \$75.00    |
| <b>Total Cost</b>  |   | <b>\$17,740.00</b> |                                    |                            | <b>\$21,371.04</b> |                         |            |
| 8 equal payments- April through November   |   | <b>\$2,222.50</b>  |                                    |                            | <b>\$2,671.38</b>  |                         |            |

Property Name Woodland Crossing  
 Address 154 W Hively, Elkhart, IN 46517

**MOW**

|  | <b>Bid</b>         | <b># of Services</b> |            |
|--|--------------------|----------------------|------------|
| Per mow and trim (to include blowing of any clippings) | \$233.00           | 28                   | \$6,524.00 |
| Per mow and trim (if bagging clippings)                | n/a                |                      |            |
| Edging entire property                                 | included in mowing |                      |            |

**FERTILIZER**

|                      |          |   |            |
|----------------------|----------|---|------------|
| Per Applications (4) | \$679.00 | 4 | \$2,716.00 |
|----------------------|----------|---|------------|

**PRUNING**

|  |                         |   |            |
|--|-------------------------|---|------------|
| Bushes (3/season)                          | \$832.00                | 3 | \$2,496.00 |
| Trees (2/season, including sucker removal) | Included in above price |   |            |

**SEASONAL**

|  |  |   |          |
|--|--|---|----------|
| Spring clean-up (to include replacement of foliage damaged by salt, replacement or seeding of grass damaged by salt) | \$466  | 1 | \$466.00 |
| Irrigation start-up and repairs  | *\$119 per system/\$119 per hour + materials |   |          |
| Fall clean-up (to include cut down of ornamentals, removal of leaves, last pruning if necessary)                     | \$699.04                                     | 1 | \$699.04 |
| Irrigation blow-out  | *\$119 per system                            |   |          |

**WEEDING/MULCH**

|                             |                    |    |            |
|-----------------------------|--------------------|----|------------|
| Mulch cost/yrd (installed)  | \$3640 (\$52/yard) | 1  | \$3,640.00 |
| Curb line treatment/weeding | \$28/gallon        |    |            |
| Bed treatment/weeding       | \$483              | 10 | \$4,830.00 |

**MISCELLANEOUS**

|   |         |  |  |
|---|---------|--|--|
| Hourly rate (per man) for any service not specified above | \$61.00 |  |  |
| Annual flower installation                                | n/a     |  |  |

**Seasonal Cost**

|   |                              |  |             |
|---|------------------------------|--|-------------|
| 8 equal payments- April through November  | *\$21,371.04 (\$2671.38 X 8) |  | \$21,371.04 |
| <i>*Does not include Irrigation Start Up or Shut Down as the system has not been run recently</i> |                              |  |             |

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

# SERVICE PROPOSAL



3314 S Nappanee Street, Elkhart, IN 46517  
574-326-3526

## Customer Information

|                 |                                    |                 |      |
|-----------------|------------------------------------|-----------------|------|
| Company Name    | Woodland Crossing                  | Customer Number | 5208 |
| Name            | Becky Reese                        |                 |      |
| Service Address | 154 W Hively Ave Elkhart, IN 46517 |                 |      |

## Services

| Service Description            | Services | Price              | Total              |
|--------------------------------|----------|--------------------|--------------------|
| Mowing Weekly                  | 32       | \$10,560.00        | \$10,560.00        |
| Bed Maintenance Weekly         | 32       | \$6,400.00         | \$6,400.00         |
| Pre Emergent Bed Weed Control  | 1        | \$2,049.00         | \$2,049.00         |
| Post Emergent Bed Weed Control | 7        | \$3,248.00         | \$3,248.00         |
| Hard Edging                    | 7        | \$4,095.00         | \$4,095.00         |
| Shrub Trimming/Pruning         | 2        | \$3,640.00         | \$3,640.00         |
| Fall Clean Up                  | 1        | \$2,380.00         | \$2,380.00         |
| Mulch Install (Coffee 1 Inch)  | 1        | \$9,336.00         | \$9,336.00         |
| Spring Clean Up                | 1        | \$1,150.00         | \$1,150.00         |
| Essential Program (4 Step)     | 4        | \$6,600.00         | \$5,940.00         |
| Irrigation Care Program        | 3        | \$405.00           | \$405.00           |
| Pre Emergent Hard Surface Weed | 1        | \$930.00           | \$930.00           |
| Post Emerge Hard Surface Weed  | 7        | \$3,598.00         | \$3,598.00         |
| <b>Grand Total</b>             |          | <b>\$54,391.00</b> | <b>\$53,731.00</b> |

Subtotal: \$54,391.00

Discounts: \$660.00

Tax: \$0.00

**Total: \$53,731.00**

RESOLUTION NO. 26-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING THE SUBORDINATION OF CITY'S MORTGAGE ON 229 WEST GARFIELD REAL ESTATE TO THE MORTGAGE OF LONGBRIDGE FINANCIAL, LLC

Whereas, the City Department of Community and Redevelopment loaned Lorenza Lee ("Lee") \$25,000 through the CDBG Housing Rehabilitation Program to improve her property at 229 West Garfield (the "Real Estate") and holds a mortgage on that real estate as collateral for the loan; and

Whereas, Lee has requested that the City subordinate its mortgage lien to the proposed first priority \$217,500 reverse mortgage lien of Longbridge Financial, LLC ("Longbridge") and to the second priority lien of HUD, which Longbridge will fund if the Commission subordinates its mortgage to the Longbridge and HUD liens, which the Commission is willing to do; and

Whereas, the Commission has been presented for approval a form of Subordination Agreement which subordinates the Commission's mortgage to the entire \$217,500 reverse mortgage lien of Longbridge and to the HUD mortgage lien, a copy of which is attached hereto.

NOW THEREFORE BE IT RESOLVED:

1. The Commission now reviews and approves the terms and form of the attached Subordination Agreement, and agrees to subordinate its \$25,000 mortgage on the Real Estate to the Longbridge and HUD liens on the Real Estate.
2. The Commission authorizes the execution and delivery of the Subordination Agreement.

ADOPTED by majority vote this 14th day of April 2026.

ELKHART REDEVELOPMENT COMMISSION

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

Attest:

By \_\_\_\_\_  
Willie L. Brown, Secretary

## SUBORDINATION AGREEMENT

This Subordination Agreement is executed and delivered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Elkhart, Indiana, Department of Community and Redevelopment, a municipal corporation (“City”), and Longbridge Financial, LLC (“Longbridge”).

### RECITALS

1. City has an outstanding forgivable loan in the original principal sum of \$25,000.00 to Lorenza Lee (“Borrower”) dated as of September 26, 2023, which is collateralized by a Warranty Mortgage on the real estate described on Exhibit A hereto (the “Real Estate”) dated September 26, 2023, and recorded on October 2, 2023, as Instrument No. 2023-16533 in the office of the Recorder of Elkhart County, Indiana (the “City Mortgage”).
2. Longbridge has approved a loan to Borrower in the amount of \$217,500.00 (the “Longbridge Loan”) to be secured by a reverse mortgage on the Real Estate (the “Longbridge Mortgage”), contingent upon City subordinating the lien of the City Mortgage to the first priority lien of the Longbridge Mortgage and the second priority lien of the Department of Housing and Urban Development as and when recorded in the office of the Elkhart County Recorder.
3. As an inducement to Longbridge to close on the Longbridge Loan and Longbridge Mortgage, the City has agreed to such subordination as set forth herein.

In consideration of the funds to be loaned by Longbridge to Borrower and the mutual agreements contained herein, the parties agree as follows:

1. Notwithstanding the relative priority in time of execution or recording of the respective Mortgages, City hereby subordinates the lien on the Real Estate evidenced by the City Mortgage to the first priority lien of Longbridge evidenced by the Longbridge Mortgage and the second priority lien of the Department of Housing and Urban Development (“HUD”) evidenced by the HUD Mortgage.
2. City agrees that Longbridge shall have the first right and HUD will have the second priority right to retain all proceeds derived from the liquidation of the Real Estate pledged as collateral under the Longbridge Mortgage and to first apply the proceeds thereof to the payment of the Longbridge Loan balance owed thereunder, and the City shall only be entitled to recover any proceeds derived from the liquidation of said collateral at such time as the Longbridge and HUD loans have been paid in full.

3. This Agreement shall be binding upon the parties hereto, and their successors and assigns. This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above set forth.

**City of Elkhart, Indiana, Department of  
Community & Redevelopment**

**Longbridge Financial, LLC**

By: \_\_\_\_\_  
Rod Roberson, Mayor

By: \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rod Roberson, known to me to be the Mayor of the City of Elkhart, Indiana, the corporation named herein, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation, being authorized so to do, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
Residing in \_\_\_\_\_ County  
State of \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Longbridge Financial, LLC, the limited liability company named herein, and acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company, being authorized so to do, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
Residing in \_\_\_\_\_ County  
State of \_\_\_\_\_

Drafted by the Law Firm of Warrick & Boyn, LLP by Gary D. Boyn, 861 Parkway Avenue, Elkhart, Indiana 46516. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Gary D. Boyn

**EXHIBIT A**

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

Lot Numbered 261 and the West 30 ½ feet by parallel lines of Lot Numbered 262 as the said Lots are known and designated on the recorded Plat of A.F. Wolf's Sunnyside addition to the City of Elkhart; said Plat being recorded in Deed Record 71, page 573, in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as: 229 W Garfield Avenue, Elkhart Indiana 46516.

**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

# March 2026

# Invoice

# Total Current

# Work

# \$16,914.88



City of Elkhart

City of Elkhart

# Treasurers Report Summary

Date Range: 01/01/2026 - 02/28/2026

| Fund                             | Beginning<br>Cash Balance | Revenues        | Expenses            | Net Change<br>Assets | Net Change<br>Liabilities | Calculated<br>Ending Balance | Actual<br>Ending Balance | Calculated -<br>Actual Ending |
|----------------------------------|---------------------------|-----------------|---------------------|----------------------|---------------------------|------------------------------|--------------------------|-------------------------------|
| 2552 - REDEVELOPMENT             | 62,746.03                 | 3,617.81        | 263.00              | 0.00                 | 0.00                      | 66,100.84                    | 66,100.84                | 0.00                          |
| 4445 - TIF DOWNTOWN ALLOCATION   | 7,148,946.04              | 0.00            | 1,004,613.80        | 0.00                 | 0.00                      | 6,144,332.24                 | 6,144,332.24             | 0.00                          |
| 4446 - TIF ALLOCATION PIERRE MOR | 0.00                      | 0.00            | 0.00                | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4447 - TIF SOUTHWEST ALLOCATION  | 0.00                      | 0.00            | 0.00                | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4448 - TIF AEROPLEX ALLOCATION   | 2,577,304.55              | 0.00            | 5,112.74            | 0.00                 | 0.00                      | 2,572,191.81                 | 2,572,191.81             | 0.00                          |
| 4449 - TIF ALLOCATION STERLING E | 0.00                      | 0.00            | 0.00                | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4450 - TIF ALLOCATION CASS ST AR | 16,030,000.73             | 0.00            | 85,715.00           | 0.00                 | 0.00                      | 15,944,285.73                | 15,944,285.73            | 0.00                          |
| 4451 - TIF BAYER/TECH PARK ALLOC | 1,367,699.24              | 0.00            | 7,539.65            | 0.00                 | 0.00                      | 1,360,159.59                 | 1,360,159.59             | 0.00                          |
| 4452 - TIF ALLOCATION S.MAIN GAT | 0.00                      | 0.00            | 0.00                | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4453 - TIF CONSOLIDATED S ALLOCA | 6,561,296.16              | 0.00            | 1,030,525.52        | 0.00                 | 0.00                      | 5,530,770.64                 | 5,530,770.64             | 0.00                          |
| 4692 - TIF DOWNTOWN CAPITAL      | 68,478.32                 | 0.00            | 0.00                | 0.00                 | 0.00                      | 68,478.32                    | 68,478.32                | 0.00                          |
| <b>Report Total:</b>             | <b>33,816,471.07</b>      | <b>3,617.81</b> | <b>2,133,769.71</b> | <b>0.00</b>          | <b>0.00</b>               | <b>31,686,319.17</b>         | <b>31,686,319.17</b>     | <b>0.00</b>                   |