

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

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

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



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

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

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

**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING  
MUNICIPAL BUILDING (2<sup>ND</sup> FLOOR), COUNCIL CHAMBERS  
TUESDAY, JANUARY 13, 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 **2301 125 7165** as the event number and **RDC1** as the event password.

To join by phone, call **1-415-655-0001**, enter **2301 125 7165##**

*Press \* 6 to unmute telephone*

Comments and questions may be submitted via the WebEx app during the meeting or may be submitted to [Michael.Huber@coei.org](mailto:Michael.Huber@coei.org) prior to the meeting.

**1. Call to Order**

**2. Approval of Minutes**

- December 9, 2025, Regular Meeting Minutes

**3. New Business**

**a) Election of Officers – 2026**

**b) Open Bids**

**c) Public Hearing – Tax Increment Revenue Bond for South Main & Woodland Crossing Infrastructure**

**d) Tax Increment Revenue Bond for South Main & Woodland Crossing Infrastructure**

- Authorize the issuance of tax increment revenue bonds for the purpose of providing funds for the cost of certain local public improvements that support

residential housing development and incidental expenses in connection therewith and on account of the issuance of the bonds.

- Appropriate the proceeds of tax increment revenue bonds of the City of Elkhart Redevelopment District, including investment earnings thereon, and related matters.

**e) 1030 Princeton Street**

- Approve purchase and development agreement for 1030 Princeton Street

**f) Airport Hanger Project**

- Approve additional project costs associated with the airport hanger project reimbursable by the federal grant and appropriate \$415,098.34 from Aeroplex TIF.

**g) Courthouse Demolition**

- Approve C&E Excavation, Inc. bid for Courthouse Demolition project and appropriate \$1,175,000 from Downtown TIF.

**h) Carriage House Pre-Approval Plans Contract**

- Approve Carriage House Studio contract for architectural services and appropriate \$45,265 from Downtown TIF.

**i) Locksmith**

- Approve employment of Locksmith Services for entry into building at 1913 Yuma Street and appropriate \$2,000 from Consolidated TIF.

**j) Streetcraft Contract**

- Approve Streetcraft, LLC. Contract for video services and appropriate \$5,000 from Downtown TIF.

**k) Abonmarche Woodland Crossing Design Contract**

- Approve Abonmarche contract for design services for portions of Woodland Crossing and appropriate \$15,000 from Consolidated TIF.

**l) Park 131**

- Authorize permission to advertise for bids for the Park 131 project

**m) Ice Miller Appropriation**

- Approve additional funds for Ice Miller, LaBour Pump VRP Services and appropriate \$30000 from Cons TIF.

**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  
Wednesday, December 9, 2025  
4:00 p.m.

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PRESENT: Sandi Schreiber, Wes Steffen, Willie Brown, Dina Harris, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Jacob Wolgamood, Drew Wynes, Thalia Mora, Jon Hunsberger (ECCVB) and Griffin Eaton (Juke)

PRESENT BY WEBEX: Chris Pottratz

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CALL TO ORDER

This meeting was held in-person, telephonically, and virtually through WEBEX. The meeting was called to order at 4:00 p.m. by Ms. Schreiber, President.

Ms. Schreiber asked for a motion to amend the December 9, 2025, meeting agenda. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion Approved.

APPROVAL OF MEETING MINUTES

Ms. Schreiber asked for a motion to approve the November 12, 2025, Regular Meeting Minutes. Moved by Mr. Brown. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. OPENING OF BIDS

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

B. Preliminary Bond Resolution for South Main Street and Woodland Crossing  
Infrastructure Construction

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to adopt a resolution which approves \$10,500,000 of residential infrastructure bonds with the

final maturity in 20 years and an interest rate not to exceed 6%. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

#### C. 1030 Princeton Offering

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the resolution as presented authorizing the offering of 1030 Princeton for sale to the general public for development of a single-family, homeowner occupied build, approving the offering sheet at \$6,200 and approving the form of public notice which will be published in the Elkhart Truth. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

#### D. Elkhart County Convention and Visitors Bureau

Mr. Mike Huber and Mr. Jon Hunsberger addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the 2026 strategy for the Exit 92 program, approve the agreement contract with the Elkhart County Convention and Visitors Bureau for services as attached and appropriate \$160,000 from the Cassopolis Street Corridor Economic Development Area Allocation Special Fund to cover the City share of that program. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

Mr. Jon Hunsberger addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the 2026 strategy for the Do Downtown program, approve the agreement contract with the Elkhart County Convention and Visitors Bureau for services as attached and appropriate \$60,000 from Downtown Allocation Area No. 1 Special Fund to cover the City share of that program. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved

#### E. Juke Entertainment Contract

Mr. Mike Huber and Mr. Griffin Eaton addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the collaboration agreement with Juke Technologies, Inc. and appropriate \$100,000 from the Downtown TIF, Consolidated TIF, Cassopolis TIF and Technology TIF in equal shares. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

#### F. Murals Contract

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the contract authorizing the employment of the named artists (Alex Ann Allen, Brittany Johnson and Efen Rebugio, Jr.) at a base fee of \$162,625 and provides for a 5% contingency fund to perform the services described and appropriate \$170,756.25 from the Downtown Allocation Area No. 1 Special Fund. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

#### G. CB Burke Contract Amendment

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve amendment number one to the CB Burke Engineering, LLC contract, increasing the total contract price to \$250,310 and appropriate the sum of \$93,580 from the Downtown Allocation Area

No. 1 Special Fund to cover the cost of the additional services. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

#### H. Neighborhood Evolutions Contract

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Neighborhood Evolution contract for services at a fee of \$59,500 and appropriate that sum from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

#### I. Ancon Change Order

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the change orders submitted by Ancon Construction, increase the full amount of the contract price to \$3,401,347.80 and appropriate the additional \$58,594.80 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the additional cost of services. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

#### J. Woodland Crossing Infrastructure Design Contract with Bodwe (WBK)

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the Bodwe (WBK) contract for design services for portions of the Woodland Crossing Shopping Center, approve the employment of Bodwe (WBK) Engineering, LLC to provide design services at a projected cost of \$321,450 and appropriate \$385,800, which includes additional funds to cover any contingencies that may arise from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

#### K. Woodland Crossing Topographic Survey Contract with JPR

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of JPR to provide topographical survey services at a not to exceed cost of \$20,500, approve the form of engagement letter attached and appropriate \$20,500 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Aea Special Fund. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

#### L. Amendment to 2025 Woodland Crossing Operations Budget

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve an increase of professional services line for the Woodland Crossing 2025 Operations Budget by \$2,000 to cover lease commissions due to renewed leases and the December property management fee and authorize the controller to make the appropriate Incode changes. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

#### M. Woodland Crossing 2026 Operating Expenses Budget

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the 2026 Operations Budget for the Woodland Crossing Shopping Center. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

#### STAFF UPDATES

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

- **Second Street Planters** – Delivery and placement is planned for February 2026.

#### OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$12,354.52. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

#### PUBLIC COMMENT

No public was present to address the commission.

#### ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Steffen. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved. The meeting adjourned at 5:12 p.m.

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Elkhart Redevelopment Commission  
Pre-Agenda Meeting Summary  
For December 5, 2025

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PRESENT: Sandi Schreiber, Gary Boyn, Willie Brown, Wes Steffen, Mike Huber, Sherry Weber, Adam Fann, Jacob Wolgamood, Mary Kaczka, and Thalís Mora

PRESENT BY WEBEX:

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The Commission reviewed each agenda item and staff explained the status of each matter to date and the need for and purpose of the proposed resolution to be acted upon at the upcoming Elkhart Redevelopment Commission meeting on December 9, 2025.

## RESOLUTION NO. 26-R-001

### **A RESOLUTION OF THE CITY OF ELKHART REDEVELOPMENT COMMISSION AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BONDS FOR THE PURPOSE OF PROVIDING FUNDS FOR THE COSTS OF CERTAIN LOCAL PUBLIC IMPROVEMENTS THAT SUPPORT RESIDENTIAL HOUSING DEVELOPMENT AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS**

WHEREAS, the City of Elkhart Redevelopment Commission (the “Commission”), the governing body of the City of Elkhart, Indiana, Department of Redevelopment and the Redevelopment District of the City of Elkhart, Indiana (the “District”), exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the “Act”); and

WHEREAS, the Commission has previously designated and declared an area in the City of Elkhart, Indiana (the “City”) known as the Consolidated South Elkhart Economic Development/Redevelopment Area as an economic development area (the “Area”) and designated portions of the Area from time to time as allocation areas pursuant to Section 39 of the Act (each such allocation area within the Area an “Allocation Area” and collectively, the “Allocation Areas”); and

WHEREAS, the Commission has previous created an allocation fund for each of the Allocation Areas (each an “Allocation Fund and collectively, the “Allocation Funds”), and has provided that tax increment revenues derived from each respective Allocation Area (collectively, the “Tax Increment”) shall be deposited into the respective Allocation Fund; and

WHEREAS, the Commission previously has adopted Resolution No. 25-R-095 at a meeting held on December 9, 2025, preliminarily determining to issue bonds for the purpose of financing the costs of certain local public improvements in or serving the Allocation Areas that support residential housing development, including without limitation certain improvements to existing infrastructure and construction of new infrastructure improvements, including (i) reconstruction of South Main Street from the railroad crossing south to the intersection with Prairie Street, including the removal of old water and sanitary sewer lines, construction of new water, sanitary sewer and storm sewer infrastructure and the construction of new streetscape improvements and any improvements related thereto (the “South Main Street Project”); and (ii) demolition of sections of the existing paved parking lot, construction of new water, sanitary sewer and storm sewer infrastructure and the installation of new curb, sidewalk and parking areas within the existing Woodland Crossing Shopping Center parcel and any improvements related thereto (the “Woodland Crossing Project” and together with the South Main Street Project, collectively, the “Projects”); and

WHEREAS, the Commission now deems it advisable to issue bonds of the District issued in the name of the City and payable solely out of Tax Increment pledged therefor and any legally available revenues of the Commission, designated as the “City of Elkhart, Indiana Redevelopment District Taxable Tax Increment Revenue Bonds, Series 2026 (Residential Infrastructure Fund Loan)” (with such further or different designation as the President of the Commission shall

approve) (the “Bonds”), in one or more series, in an original principal amount not to exceed Ten Million Five Hundred Thousand Dollars (\$10,500,000) (the “Authorized Amount”) for the purpose of providing funds to pay for all or any portion of (a) the costs related to the Projects, (b) funding of a debt service reserve to secure the payment of the Bonds, if necessary, and (c) the costs of issuance and expenses incurred in connection with and on account of the issuance and sale of the Bonds; and

WHEREAS, the Bonds to be issued pursuant to this resolution will constitute a first charge against the Tax Increment, and there are no bonds, pledges or obligations payable from the Tax Increment; and

WHEREAS, the Commission may enter into one or more Residential Housing Infrastructure Financial Assistance Agreements (substantially in the form attached as Exhibit A hereto and made a part hereof), together with any subsequent amendments thereto (the “Financial Assistance Agreement”), with the Indiana Finance Authority (the “Authority”) as part of its residential housing infrastructure assistance program, established and existing pursuant to Ind. Code 5-1.2-15.5 (the “IFA Program”), and may enter into a Trust Indenture or a Depositary Agreement (each being referred to herein as the “Agreement”) by and between the District and a bank, all pertaining to the Projects and the financing of the Projects if the Bonds are sold to the Indiana Finance Authority under the IFA Program; and

WHEREAS, it would be of public utility and benefit and in the best interests of the District and its citizens to pay the costs of the Projects and of the sale and issuance of the Bonds, which will provide special benefits to property owners in the District; and

WHEREAS, the amount of proceeds of the Bonds allocated to pay costs of the Projects, together with estimated investment earnings thereon, does not exceed the cost of the Projects, as estimated by the Commission; and

WHEREAS, each of the Projects to be financed by the Bonds is located in, or directly serves and benefits, the Allocation Areas; and

WHEREAS, all conditions precedent to the adoption of a resolution authorizing the issuance of the Bonds have been complied with in accordance with the applicable provisions of the Act;

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

Section 1. Authorization for Bonds. In order to provide financing for the Projects as described above and the costs of selling and issuing the Bonds, the District shall borrow money, and the City, acting for and on behalf of the District, shall issue the Bonds as herein authorized.

Section 2. General Terms of Bonds.

(a) Issuance of Bonds. In order to procure said loan for such purposes, the Commission hereby authorizes the issuance of the Bonds, in one or more series, as described herein. The Controller of the City (the “Controller”) is hereby authorized and directed to have prepared and to

issue and sell the Bonds as negotiable, fully registered bonds of the District, in one (1) or more series, in an aggregate amount not to exceed the Authorized Amount.

The Bonds shall be signed in the name of the City, acting for and on behalf of the District, by the manual or facsimile signature of the Mayor of the City (the "Mayor") and attested by the manual or facsimile signature of the Controller, who shall affix or caused to be affixed the seal of the City to each of the Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the Bonds shall cease to be such officer before the delivery of Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this resolution unless and until, authenticated by the manual signature of the Registrar (as defined in Section 4 hereof). Subject to the provisions of this Resolution regarding the registration of the Bonds, the Bonds shall be fully negotiable instruments under the laws of the State of Indiana.

The Bonds (i) shall be numbered consecutively from R-1 upward, (ii) shall be issued in denominations of Five Thousand Dollars (\$5,000), or any integral multiple thereof, or shall be issued in denominations of One Hundred Thousand Dollars (\$100,000) and integral multiples of Five Thousand Dollars (\$5,000) above such amount (or \$1.00 or any integral multiple thereof consistent with the requirements of the IFA Program), as determined by the Controller or President of the Commission (the "President"), (iii) shall be originally dated as of the date of issuance of the Bonds, and (iv) shall bear interest payable semi-annually on each [February 1] and [August 1], beginning on a date determined by the President at the time of the sale of the Bonds based upon the advice of the Commission's municipal advisor but in any event not earlier than [August 1, 2026], at a rate or rates not exceeding six percent (6.0%) per annum (the exact rate or rates to be determined by negotiation as set forth in Section 6 hereof), calculated on the basis of a 360-day year comprised of twelve 30-day months.

The Bonds shall mature serially on the dates determined by the President at the time of the sale of the Bonds, over a period beginning not earlier than [August 1, 2026], and ending not later than 20 years from the date of issuance, each serial maturity to be in such principal amount as determined by the President, with the advice of the Commission's municipal advisor; provided that if the Bonds are sold to the Indiana Finance Authority as part of the IFA Program, then in such amounts that will produce annual debt service that is as level as practicable, except as otherwise provided in the Financial Assistance Agreement. The Bonds may be issued as either taxable or tax-exempt bonds for purposes of the Internal Revenue Code based solely on the determination of the President upon advice of the Commission's bond counsel at the time of issuance of the Bonds. Notwithstanding anything to the contrary herein, all or a portion of the Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus accrued interest to the redemption date, but without premium or penalty. For all purposes of this resolution, such mandatory sinking fund redemption payments shall be deemed to be required

payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of Bonds, relative to the form of Bonds contained in this resolution, to reflect any mandatory sinking fund redemption terms.

Notwithstanding anything contained herein, the City may accept any other forms of financial assistance, as and if available, from the IFA Program (including without limitation any forgivable loans, grants or other assistance whether available as an alternative to any Bond related provision otherwise provided for herein or as a supplement or addition thereto). If required by the IFA Program to be eligible for such financial assistance, one or more of the series of the Bonds issued hereunder may be issued on a basis such that the payment of the principal of or interest on (or both) such series of Bonds is junior and subordinate to the payment of the principal of and interest on other series of Bonds issued hereunder (and/or any other revenue bonds secured by a pledge of the Tax Increment, whether now outstanding or hereafter issued), all as provided by the terms of such series of Bonds as modified pursuant to this authorization. Such financial assistance, if any, shall be as provided in the Financial Assistance Agreement and the Bonds of each series of Bonds issued hereunder (including any modification made pursuant to the authorization in this paragraph to the form of Bond otherwise contained herein).

(b) Source of Payment. The Bonds, together with any bonds ranking on a parity therewith, shall be payable from and secured by an irrevocable pledge of Tax Increment derived from each of the Allocation Areas and deposited into the respective Allocation Fund, along with any legally available revenues of the Commission.

(c) Payments. All payments of interest on the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the fifteenth (15<sup>th</sup>) day of the month prior to the month in which interest is payable (the "Record Date") at the addresses as they appear on the registration and transfer books of the Commission kept for that purpose by the Registrar (the "Registration Record") or at such other address as is provided to the Paying Agent (as defined in Section 4 hereof) in writing by such registered owner. Each registered owner of One Million Dollars (\$1,000,000) or more in principal amount of Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for such payment. All principal payments and premium payments, if any, on the Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of \$1,000,000 or more in principal amount of Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

Interest on Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered

owner's attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Commission, except for any tax or governmental charges required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The City, the Commission, the Registrar and the Paying Agent may treat and consider the persons in whose names such Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Controller and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the City, acting for and on behalf of the District, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this resolution, equally and proportionately with any and all other Bonds issued hereunder.

Section 3. Terms of Redemption. The Bonds may be made redeemable at the option of the Commission, upon notice duly given in accordance with the terms hereof, in whole or in part, in any order of maturities selected by the Commission and by lot within a maturity (or in the case of any Bonds sold to the Indiana Finance Authority, in inverse order of maturity), on dates and with premiums, if any, and other terms as determined by the President with the advice of the Commission's municipal advisor, as evidenced by delivery of the form of Bonds to the Controller; provided, however, if the Bonds are sold to the Indiana Finance Authority through its IFA Program and registered in the name of the Indiana Finance Authority, the Bond shall not be redeemable at the option of the Commission unless and until consented to by the Indiana Finance Authority. The exact redemption dates and premiums, if any, shall be established by the President of the Commission, with the advice of the Commission's municipal advisor, prior to the sale of the Bonds.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the

date and place of redemption, the redemption price and the CUSIP numbers, if any, of the Bonds called for redemption. The place of redemption may be determined by the Commission. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by this resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this resolution with respect to any mutilated, lost, stolen or destroyed bond.

Section 4. Appointment of Registrar and Paying Agent. The Controller is hereby appointed to serve as registrar and paying agent or designated to appoint a financial institution to serve as registrar and paying agent for the Bonds (together with any successor, the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds, and shall keep and maintain the Registration Record at its office. Either the Mayor or the Controller is hereby authorized to enter into such agreements or understandings with an institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Controller is authorized to pay such fees as an institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Commission and to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Commission. Such notice to the Commission may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Commission, in which event the Commission may appoint a successor Registrar and Paying Agent. The Commission shall notify each registered owner of the Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the Bonds, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

Section 5. Form of Bonds.

(a) The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

R-\_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF ELKHART

CITY OF ELKHART, INDIANA

REDEVELOPMENT DISTRICT TAXABLE TAX INCREMENT REVENUE BOND, SERIES  
2026 (RESIDENTIAL INFRASTRUCTURE FUND LOAN)

<u>Maturity</u> <u>Date</u>	<u>Interest</u> <u>Rate</u>	<u>Original</u> <u>Date</u>	<u>Authentication</u> <u>Date</u>
_____, 1, 20__	_____%	_____, 20__	_____, 20__

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL SUM: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The City of Elkhart, Indiana (the "City"), acting for and on behalf of the Redevelopment District of the City of Elkhart, Indiana (the "District"), for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month in which interest is payable (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before [January/July] 15, 20\_\_ in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 1 and August 1 of each year, beginning on \_\_\_\_\_ 1, 20\_\_. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Pursuant to the provisions of the Act and the Resolution (as hereinafter defined), the principal of and interest on this bond and all other bonds of said issue, and any other bonds issued hereafter on a parity herewith, are payable from the sources described in the Resolution, which consist of allocated incremental taxes on certain property located in certain allocation areas (the "Allocation Areas") designated within the Consolidated South Elkhart Economic Development/Redevelopment Area of the District received by the District in accordance with Indiana Code 36-7-14-39 (the "Tax Increment"). The District irrevocably pledges the Tax Increment to the prompt payment of principal of and interest on the bonds authorized by the Resolution, of which this is one, and any bonds ranking on a parity therewith, and senior to the

payment of any obligations which by their terms are junior to the Bonds.

Reference is made to the Resolution for a more complete statement of the revenues from which and conditions under which this bond is payable, a statement of the conditions on which obligations may hereafter be issued on a parity with this bond, the manner in which the Resolution may be amended and the general covenants and provisions pursuant to which this bond has been issued.

The principal of and premium, if any, on this bond are payable at the principal office of Bank of New York Mellon Trust Company, N.A. (the "Registrar" or "Paying Agent"), in Indianapolis, Indiana. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of \$1,000,000 or more in principal amount of bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

This bond is one of an authorized issue of bonds of the District of like original date, tenor and effect, except as to denomination, numbering, interest rates, redemption terms and dates of maturity, in the total amount of [Ten Million Five Hundred Thousand Dollars (\$10,500,000)], numbered consecutively from R-1 upward, issued for the purpose of providing funds (a) to pay the costs of certain local public improvements located in or serving the Allocation Areas that support residential housing development, (b) fund a debt service reserve fund (if necessary), and (c) for the purpose of paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of bonds therefor, as authorized by Resolution No. \_\_\_\_\_ adopted by the City of Elkhart Redevelopment Commission (the "Commission") on the 13<sup>th</sup> day of January, 2026, entitled "A RESOLUTION OF THE CITY OF ELKHART REDEVELOPMENT COMMISSION AUTHORIZING THE ISSUANCE OF BONDS FOR THE PURPOSE OF PROVIDING FUNDS FOR THE COSTS OF CERTAIN LOCAL PUBLIC IMPROVEMENTS THAT SUPPORT RESIDENTIAL HOUSING DEVELOPMENT AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS" (the "Resolution"), and in accordance with the provisions of Indiana law, including without limitation Indiana Code 36-7-14, Indiana Code 36-7-25 and other applicable laws, as amended (collectively, the "Act"), all as more particularly described in the Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Resolution and the Act.

THIS BOND DOES NOT CONSTITUTE AN OBLIGATION OR INDEBTEDNESS OF THE DISTRICT OR THE CITY, BUT IS PAYABLE OUT OF ALLOCATED INCREMENTAL TAXES ON CERTAIN PROPERTY LOCATED IN THE ALLOCATION AREAS AS SET FORTH IN THE RESOLUTION AND DEPOSITED INTO THE RESPECTIVE ALLOCATION FUNDS ESTABLISHED BY THE DISTRICT FOR SUCH ALLOCATION AREAS (THE "TAX INCREMENT"), AS DESCRIBED IN THE RESOLUTION. NEITHER THE FULL FAITH

AND CREDIT NOR THE TAXING POWER OF THE CITY NOR THE DISTRICT IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS.

[The bonds of this issue are redeemable at the option of the Commission on any date, on sixty (60) days' notice, in whole or in part, in [any order of maturities selected by the Commission][inverse order of maturity] and by lot within a maturity, at 100% of face value plus accrued interest to the date fixed for redemption; provided, however, if the Bonds are sold to the Indiana Finance Authority through its IFA Program and registered in the name of the Indiana Finance Authority, the Bond shall not be redeemable at the option of the Commission unless and until consented to by the Indiana Finance Authority. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.]

[The bonds of this issue maturing on \_\_\_\_\_, 20\_\_, are subject to mandatory sinking fund redemption by lot on the dates and in the principal amounts shown below, plus accrued interest with without premium:

<u>Date</u>	<u>Principal Amount</u>
-------------	-------------------------

\*

\* Final Maturity]

Notice of such redemption shall be mailed by first-class mail not more than sixty-five (65) days and not less than sixty (60) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Commission except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers of the bonds called for redemption. The place of redemption may be determined by the Commission. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Resolution and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment or redemption as provided in the Resolution.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Commission may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the City shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered

Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The City, the Commission, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

The bonds maturing on any maturity date are issuable only in the denomination of [\$5,000 or any integral multiple thereof/One Hundred Thousand Dollars (\$100,000) and integral multiples of Five Thousand Dollars (\$5,000) above such amount/\$1.00 and integral multiples thereof], not exceeding the aggregate principal amount of the bonds maturing on such date.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the City of Elkhart Redevelopment Commission, State of Indiana, has caused this bond to be executed in the name of such City, for and on behalf of the Redevelopment District of said City, by the manual or facsimile signature of the Mayor, and attested by manual or facsimile signature by the Controller of said City, and the seal of said City or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF ELKHART, INDIANA

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Controller

**REGISTRAR'S CERTIFICATE OF AUTHENTICATION**

It is hereby certified that this bond is one of the bonds described in the within-mentioned

Resolution duly authenticated by the Registrar.

By: \_\_\_\_\_  
as Registrar

\_\_\_\_\_  
Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common

UNIF. TRANS.	_____ Custodian
MIN. ACT	_____ (Cust) _____ (Minor)
	under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Please Print or Typewrite Name and Address and Social Security or Other Identifying Number) \$ \_\_\_\_\_ principal amount (must be a multiple of \$ \_\_\_\_\_) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the within bond on the books kept for the registration thereof with full power of substitution in the premises.

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

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Form of Bond)

Section 6. Sale of Bonds. Pursuant to Indiana Code 5-1-11-1(a), the President is

hereby authorized to negotiate the sale of the Bonds to one or more purchasers thereof (each, a "Purchaser"), at an interest rate or rates not exceeding six percent (6.0%) per annum and with a purchase price of not less than ninety-nine percent (99%) of the principal amount of the Bonds. The President is hereby authorized to (i) execute a purchase agreement, term sheet, or other similar instrument with the Purchaser concerning the terms of the sale and purchase of the Bonds (the "Purchase Agreement"), and (ii) sell such Bonds upon such terms as are acceptable to the President consistent with the terms of this Resolution. The final form of the Purchase Agreement shall be approved by the President, upon the advice of the Commission's bond counsel, and the President is hereby authorized and directed to complete, execute and attest the same on behalf of the Commission so long as its provisions are consistent with this resolution.

After the Bonds have been properly sold and executed, the Controller shall receive payment from the purchasers for the Bonds and shall provide for delivery of the Bonds to the purchasers.

The Controller is hereby authorized and directed to obtain a legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the Bonds or to cause a copy of said legal opinion to be printed on each Bond. The cost of such opinion shall be paid out of the proceeds of the Bonds.

Notwithstanding anything contained herein, the President may negotiate the sale of one or more series of the Bonds to the Indiana Finance Authority. The President, Mayor and the Controller are hereby authorized to (i) submit an application to the Indiana Finance Authority through its IFA Program, (ii) execute one or more Financial Assistance Agreement (including any amendment thereof) with the Indiana Finance Authority with terms conforming to this resolution, (iii) execute an Agreement with a bank to be selected by the Mayor, in a form to be approved by the Mayor as evidenced by his execution thereof, and (iv) sell one or more series of the Bonds upon such terms as are acceptable to the Mayor and the Controller consistent with the terms of this resolution. The Financial Assistance Agreement (including any amendment thereof) for one or more series of the Bonds and the Projects shall be executed by the authorized officers of the City and the Indiana Finance Authority. The substantially final form of the Financial Assistance Agreement is attached hereto as Exhibit A, and incorporated herein by reference and is hereby approved by the Commission, and the Mayor and the Controller are hereby authorized to execute and deliver the same and to approve any changes in form or substance to the Financial Assistance Agreement, which are consistent with the terms of this resolution, and such approval shall be conclusively evidenced by its execution. The Mayor and the Controller are hereby authorized to execute and deliver an amended and restated Financial Assistance Agreement or a subsequent Financial Assistance Agreement if an earlier series of Bonds has been purchased by the Indiana Finance Authority and may approve any changes in form or substance, which are consistent with the terms of this resolution, to any attached Financial Assistance Agreement as they determined to be necessary or desirable in connection therewith, and such approval shall be conclusively evidenced by its execution.

#### Section 7. Funds and Accounts.

(a) Use of Bond Proceeds; Capital Fund. Any accrued interest and any premium received at the time of delivery of the Bonds will be deposited on a pro rata basis into each respective Principal and Interest Account (defined below) and applied to payments on the Bonds

on the first interest payment date. If so determined by the President, an amount equal to the Debt Service Reserve Requirement (defined below) may be deposited into the respective 2026 Reserve Account (defined below) of each respective Allocation Fund. The remaining proceeds received from the sale of the Bonds shall be deposited into the fund hereby created and designated as the “Elkhart Redevelopment District 2026 Bonds Capital Fund” (the “Capital Fund”). The proceeds deposited into the Capital Fund, together with all investment earnings thereon, shall be expended by the Commission only for the purpose of paying expenses incurred in connection with the Projects and on account of the sale and issuance of the Bonds. Any balance remaining in the Capital Fund after the completion of the Projects which is not required to meet unpaid obligations incurred in connection therewith and on account of the sale and issuance of the Bonds may be (i) used to pay debt service on the Bonds, or (ii) otherwise used as permitted by law.

(b) Allocation Funds. Each of the Allocation Funds created by the Act for each of the Allocations Areas is hereby continued; and there is hereby created and continued in each respective Allocation Fund,

(i) a Tax Increment Revenue Account, into which all Tax Increment for the respective Allocation Area received and such other revenues available to the Commission (including any Tax Increment on deposit in the respective Allocation Fund as of the date of delivery of the Bonds) shall be deposited and held in reserve for payment of debt service on the Bonds and any parity bonds issued pursuant to Section 9 of this Resolution and Indiana Code 36-7-14-39 (the Bonds and any such other parity bonds are collectively referred to herein as the “Parity Bonds”); and

(ii) a Principal and Interest Account (the “Principal and Interest Account”); and

(iii) a Debt Service Reserve Account (the “2026 Reserve Account”), if determined by the President to be necessary; and

(iv) a General Account (the “General Account”).

On June 30, 2026, and each June 30 and December 30 thereafter, moneys in each respective Tax Increment Revenue Account shall be set aside in the following accounts within each respective Allocation Fund, in the following order of priority: (a) the respective Bond Principal and Interest Account; (b) the respective 2026 Reserve Account (if any); and (c) the respective General Account.

(c) Bond Principal and Interest Accounts. There shall be set aside within each respective Allocation Fund and deposited into each respective Bond Principal and Interest Account from each respective Tax Increment Revenue Account, on a pro rata basis, an aggregate amount equal to the principal of and interest due on the Parity Bonds for the twelve (12) month period beginning on July 1, 2026, and each twelve (12) month period beginning on each July 1 thereafter (the “Pledge Period”). No deposit need be made into the respective Bond Principal and Interest Account if the amount contained therein is at least equal to the pro rata amount of principal and interest due and payable with respect to the Parity Bonds during the remainder of the current Pledge Period and for the Pledge Period next following. All money in each respective Bond Principal and Interest Account shall be used and withdrawn solely for the purpose of paying, on a parity basis, the interest on and the principal of the Parity Bonds as it shall become due and payable to the

extent it is required therefor (including accrued interest on any Parity Bonds purchased or redeemed prior to maturity).

(d) 2026 Reserve Account. If at the time of the sale of the Bonds it is determined by the President to establish a Reserve Account for the Bonds, then the President of the Commission shall cause a 2026 Bond Reserve Account (the "2026 Reserve Account") to be established in each respective Allocation Fund. If each such 2026 Reserve Account is not fully funded at the time that the Bonds are issued then, after making the required deposits into each respective Bond Principal and Interest Account, there shall be set aside from each respective Allocation Fund and deposited into each respective 2026 Reserve Account from the respective Allocation Fund an amount of money that, in aggregate, shall be required to maintain the Reserve Account until the balance therein equals but does not exceed the least of (i) the maximum annual debt service on the Bonds, (ii) 125% of average annual debt service on the Bonds, or (iii) 10% of the proceeds of the Bonds (the "Reserve Requirement"). The Reserve Requirement will be deposited into each respective 2026 Reserve Account, on a pro rata basis, at the election of the President with the advice of the Commission's municipal advisor, either (i) in a single payment, to be paid on the date of the issuance of the Bonds, or (ii) in equal semi-annual installments, over a period not to exceed five (5) years after the date of issuance of the Bonds, with the first installment due and payable on the date of the issuance of the Bonds, and the remaining installments payable on each January 15 and July 15 thereafter.

All money in each respective 2026 Reserve Account shall be used and withdrawn by the District solely for the purpose of making deposits into the respective Principal and Interest Account, in the event of any deficiency at any time in such account, or for the purpose of paying the interest on or principal of or redemption premiums, if any, on the Bonds, in the event that no other money is lawfully available therefor. If the aggregate amount of each 2026 Reserve Account is in excess of the Reserve Requirement, a pro rata amount shall be withdrawn from each respective 2026 Reserve Account and deposited into the respective Bond Principal and Interest Account. Money in each 2026 Reserve Account shall also be available to make the final payments of interest and principal on the Bonds.

Any deficiency in the balance maintained in any 2026 Reserve Account shall be promptly made up from the next available Tax Increment remaining after credits into the respective Principal and Interest Account. If moneys in any 2026 Reserve Account are transferred to the respective Bond Principal and Interest Account to pay principal and interest on outstanding Bonds, then this depletion of the balance in such 2026 Reserve Account shall be made up from the next available Tax Increment after the credits into the respective Bond Principal and Interest Account.

(e) General Accounts. Any amounts remaining in each Tax Increment Revenue Account which in aggregate are in excess of (i) the pro rata amount of Tax Increment held in reserve for payment of debt service on the Parity Bonds, and (ii) the amounts payable into each 2026 Reserve Account, shall be deposited into the respective General Account of the Allocation Fund and available only for expenditures permitted under the Act.

(f) Excess Funds. When the aggregate money in each Allocation Fund is sufficient to pay when due all principal and interest payments for that year on the Parity Bonds, and is not needed for that year for the other purposes described above (including without limitation the

maintaining of property taxes collected in a given year in the Allocation Fund as a reserve to pay principal and interest on the Parity Bonds payable in the year following such year of collection in the manner and at the times specified herein), money in each respective Allocation Fund in excess of that amount (the "Excess Funds") shall be paid to the Controller who shall, deposit such Excess Funds as provided in subsection (g) and (h) below.

(g) Payments to Taxing Units in Certain Situations. Except as provided in subsection (h), before August 1 of each year, the Commission shall (1) determine the amount, if any, of Excess Funds in the following year; and (2) notify the Auditor of Elkhart County of the amount, if any, of the Excess Funds that the Commission has determined may be paid to the respective taxing units entitled thereto, provided that the Commission may not authorize a payment to the respective taxing units under this subsection if to do so would endanger the interests of the holders of the Parity Bonds.

(h) General Provisions.

a. The Tax Increment, other than the Excess Funds shall be irrevocably pledged for the purpose set forth in this Section 7, on parity with any bonds or obligations issued or entered into which by their terms are on parity therewith.

b. All money in each of the accounts in each Allocation Fund shall be held in trust for the benefit of the holders of the Parity Bonds and shall be applied, used and withdrawn only for the purposes authorized in this Section. The proceeds of the Allocation Fund shall be deposited with a legally qualified depository or depositories for funds of the City as now provided by law and shall be segregated and kept separate and apart from all other funds of the City and may be invested as permitted by law. Interest earned in each account or fund established under this resolution shall be credited thereto.

c. Except as otherwise specifically provided in Section 9 hereof, so long as any of the Bonds are outstanding, no additional bonds or other obligations pledging any portion of the Tax Increment shall be authorized, executed, or issued by the District, except those as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless the Bonds are redeemed or defeased pursuant to Section 8 hereof coincidentally with the delivery of such additional bonds or other obligations.

Section 8. Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of or unconditionally guaranteed by (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this resolution.

Section 9. Issuance of Additional Bonds. The Commission reserves the right to issue bonds, enter into leases, or enter into additional pledges payable from Tax Increment, in whole or in part, on a parity with the pledge for the Parity Bonds for the purposes of raising money for future capital projects in, serving or benefiting the Allocation Areas (collectively, "Parity Obligations") or for the purpose of refunding any Parity Bonds. The authorization and issuance of such Parity Obligations shall be subject to the following conditions precedent:

(a) All payments of principal and interest on the Parity Bonds and any other obligations payable from the Tax Increment shall be current to date in accordance with the terms thereof, with no payment in arrears.

(b) The Commission obtains a projection, using reasonable assumptions, prepared by a recognized certified public accounting firm with experience in public finance in the State of Indiana (the "Certifier"), which projects that the Tax Increment will equal at least 125% of the principal and interest on the Parity Bonds and all debt service on all then outstanding Parity Obligations and the proposed Parity Obligations (collectively, the "Obligations") for each year in which any Obligations payable from Tax Increment are outstanding. In estimating the Tax Increment to be received in any future year, the Certifier shall base the calculation on assessed valuation actually assessed or estimated to be assessed as of the assessment date immediately preceding the issuance of the Parity Obligations; *provided, however*, the Certifier shall adjust such assessed values for the current and future reductions of real property tax abatements granted to property owners in the respective Allocation Area. For purposes of determining whether Tax Increment will be considered to be reasonably expected to be collected and available to provide for the timely payment of the Obligations, the following shall control:

(1) if for any reason Elkhart County shall have refused to pay any portion of the Tax Increment, such portion shall not be considered available;

(2) the estimated Tax Increment to be collected shall be based on the existing assessed valuation (unless such valuation has been challenged by the owner of the property, in which case the prior assessed value shall be used) and the then current tax rate;

(3) any delinquent payments of property taxes constituting Tax Increment shall not be considered available; and

(4) if there is any pending challenge against the establishment or propriety of the Tax Increment, or the proposed uses thereof, such challenged portion of the Tax Increment shall not be considered available.

(c) Principal of and interest on any Parity Obligations and lease rentals on Parity Obligations that are leases shall be payable on February 1 and/or August 1.

The Commission shall approve and confirm the findings and estimates set forth in the above-described projection in any resolution authorizing the Parity Obligations. Except as provided in this resolution, the terms and conditions of any Parity Obligations shall be set forth in the resolution authorizing such Parity Obligations.

Section 10. Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Commission of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Commission for the purpose of amending in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest or premium, if any, on any Bond or an advancement of the earliest redemption date on any Bond, without the consent of the holder of each Bond so affected; or

(b) A reduction in the principal amount of any Bond or the redemption premium or rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each Bond so affected; or

(c) A preference or priority of any Bond over any other Bond, without the consent of the holders of all Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution, without the consent of the holders of all Bonds then outstanding.

If the Commission shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the Bonds. The Registrar shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Commission shall receive any instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Commission may adopt such supplemental resolution in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owners shall have consented thereto.

No owner of any Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Commission or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance

therewith, and the respective rights, duties and obligations under this resolution of the Commission and the City and all owners of Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the Commission and the City and of the owners of the Bonds, and the terms and provisions of the Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Commission and the consent of the owners of all the Bonds then outstanding.

Without notice to or consent of the owners of the Bonds, the Commission may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof); provided, however, that in any case so long as the Bonds are outstanding and held by the Indiana Finance Authority, the Commission shall not amend or supplement this resolution without the prior written consent of the Indiana Finance Authority,

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds; or

(c) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the Bonds; or

(d) To obtain or maintain bond insurance with respect to the Bonds; or

(e) To provide for the refunding or advance refunding of the Bonds; or

(f) To make any other change which, in the determination of the Commission in its sole discretion, is not to the prejudice of the owners of the Bonds.

Section 11. Other Action. The Mayor and the Controller or any officer of the Commission may take such other actions or deliver such other certificates and documents needed for the Projects or the financing as they deem necessary or desirable in connection therewith.

Section 12. No Conflict. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed. After the issuance of the Bonds and so long as any of the Bonds or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this resolution shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the Bonds, nor shall the Commission adopt any law or resolution which in any way adversely affects the rights of such holders.

Section 13. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 14. Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the City or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

Section 15. Interpretation. Unless the context or law clearly requires otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

Section 16. Effectiveness. This resolution shall be in full force and effect from and after its adoption by the Commission.

**[SIGNATURE PAGE FOLLOWS]**

ADOPTED at a meeting of the City of Elkhart Redevelopment Commission held on January 13, 2026.

**CITY OF ELKHART REDEVELOPMENT  
COMMISSION**

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

ATTEST:

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

**EXHIBIT A**

**Financial Assistance Agreement**

(See Attached).

## RESOLUTION NO. 26-R-002

### **A RESOLUTION OF THE CITY OF ELKHART REDEVELOPMENT COMMISSION APPROPRIATING THE PROCEEDS OF TAX INCREMENT REVENUE BONDS OF THE CITY OF ELKHART REDEVELOPMENT DISTRICT, INCLUDING INVESTMENT EARNINGS THEREON, AND RELATED MATTERS**

**WHEREAS**, the City of Elkhart Redevelopment Commission (the “Commission”), the governing body of the City of Elkhart, Indiana, Department of Redevelopment and the Redevelopment District of the City of Elkhart, Indiana (the “District”), exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the “Act”); and

**WHEREAS**, the Commission has previously designated and declared an area in the City of Elkhart, Indiana (the “City”) known as the Consolidated South Elkhart Economic Development/Redevelopment Area as an economic development area (the “Area”) and designated portions of the Area from time to time as allocation areas pursuant to Section 39 of the Act (each such allocation area within the Area an “Allocation Area” and collectively, the “Allocation Areas”); and

**WHEREAS**, the Commission previously has adopted Resolution No. 25-R-095 at a meeting held on December 9, 2025, preliminarily determining to issue bonds for the purpose of financing the costs of certain local public improvements in or serving the Allocation Areas that support residential housing development, including without limitation certain improvements to existing infrastructure and construction of new infrastructure improvements, including (i) reconstruction of South Main Street from the railroad crossing south to the intersection with Prairie Street, including the removal of old water and sanitary sewer lines, construction of new water, sanitary sewer and storm sewer infrastructure and the construction of new streetscape improvements and any improvements related thereto (the “South Main Street Project”); and (ii) demolition of sections of the existing paved parking lot, construction of new water, sanitary sewer and storm sewer infrastructure and the installation of new curb, sidewalk and parking areas within the existing Woodland Crossing Shopping Center parcel and any improvements related thereto (the “Woodland Crossing Project” and together with the South Main Street Project, collectively, the “Projects”); and

**WHEREAS**, the Commission by its Resolution No. 26-R-001 (the “Bond Resolution”), adopted on January 13, 2026, approved the issuance of the “City of Elkhart, Indiana Redevelopment District Taxable Tax Increment Revenue Bonds, Series 2026 (Residential Infrastructure Fund Loan)” (the “Bonds”) in one or more series, in an original principal amount not to exceed Ten Million Five Hundred Thousand Dollars (\$10,500,000) (the “Authorized Amount”) for the purpose of providing funds to pay for all or any portion of (a) the costs related to the Projects, (b) funding of a debt service reserve to secure the payment of the Bonds, if necessary, and (c) the costs of issuance and expenses incurred in connection with and on account of the issuance and sale of the Bonds; and

**WHEREAS**, the Commission did not include the proceeds of the Bonds in the regular budget for the year 2026; and

**WHEREAS**, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the Projects and the costs associated therewith, and the issuance of the Bonds have been authorized to procure the necessary funds and a necessity exists for the making of the additional appropriation set out herein; and

**WHEREAS**, notice of a public hearing on said appropriation has been duly given by publication as required by Indiana law, and the hearing on said appropriation has been held on the date hereof at which all taxpayers had an opportunity to appear and express their views as to such appropriation;

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

**SECTION 1.** There is hereby appropriated a sum not to exceed the Authorized Amount out of the proceeds of the Bonds, together with all investment earnings thereon, for purposes of providing funds to pay the costs of the Projects, including related costs and the costs of issuing the Bonds, as provided in the Bond Resolution. Such appropriation shall be in addition to all appropriations provided for in the existing budget and shall continue in effect until the completion of the herein described purposes.

**SECTION 2.** The officers of the Commission and the Controller of the City are hereby authorized and directed to make any and all required filings, if any, with the Department of Local Government Finance in connection with this resolution.

**SECTION 3.** The President, Vice President, Secretary, or any other officer or member of the Commission is authorized to take all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this Resolution, in such forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof.

**SECTION 4.** This Resolution shall be in full force and effect after its adoption by the Commission.

[SIGNATURE PAGE FOLLOWS]

ADOPTED at a meeting of the City of Elkhart Redevelopment Commission held on January 13, 2026.

**CITY OF ELKHART REDEVELOPMENT  
COMMISSION**

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

ATTEST:

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

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING PURCHASE AND  
DEVELOPMENT AGREEMENT FOR 1030 PRINCETON STREET

Whereas, The Commission owns the vacant real estate at 1030 Princeton Street, has offered the property for sale, received an offer thereon and negotiated the sale of the real estate pursuant to the terms set forth in the Purchase and Development Agreement attached hereto (the "Agreement"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants to sell the real estate for development in accordance with the terms therein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the sale of 1030 Princeton Street at the price and on the terms set forth in the Agreement.
2. The Commission approves the terms and conditions of the Agreement.
3. The Officers of the Commission are hereby authorized to execute and deliver the Agreement, and all other documents, and do all acts, which they deem necessary and desirable to complete the sale of the Property.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 13th  
DAY OF JANUARY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

## PURCHASE AND DEVELOPMENT AGREEMENT

1. **PARTIES:** As of the 13<sup>th</sup> day of January, 2026, City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation (“Seller”) agrees to sell and convey to Yarrum O. Murray, 25 Sunrise Drive, Elkhart, Indiana 46517 (“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 1030 Princeton Street in the City of Elkhart, Elkhart County, State of Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, 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 Three Thousand Five Hundred Dollars (\$3,500.00) (“Purchase Price”), payable in cash at Closing.

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

5. **CLOSING:** The closing of the sale (the “Closing Date”) shall take place at Meridian Title Corporation within 90 days of the date hereof , unless extended in writing signed by both parties hereto, with the costs paid by Purchaser.

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

7. **INSPECTIONS:** Purchaser has been afforded the option of having the Property inspected, waives such right, affirms that he has conducted his own review of the Property and purchases the same AS IS.

8. **REAL ESTATE TAXES:** Purchaser shall pay all outstanding and future real estate taxes.

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

10. **SURVEY:** Seller will provide Purchaser a copy of any existing survey of the Property. Seller shall permit Purchaser to obtain, at Purchaser’s expense, any survey for the Property he may desire.

11. **ZONING:** This property is located in a Residential Zone.

12. **TITLE AND SURVEY APPROVAL:** Seller will deliver to Purchaser, at Purchaser's sole cost, a Commitment for Title Insurance from Meridian Title Corporation to insure in Purchaser or its assignee 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"). If Purchaser has an objection to any item disclosed in such Commitment, he will notify Seller in writing within ten (10) days of receipt. Seller will use its best efforts to resolve any objection. If it cannot be resolved, or if the cost to resolve is, in Seller's opinion, excessive and not warranted in relation to the purchase price, Purchaser shall have the option of waiving the defect and closing the purchase, or terminating this Agreement without penalty.

The Title Insurance Premium shall be paid by Purchaser.

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

14. **PURCHASER'S COMMITMENT FOR DEVELOPMENT OF PROPERTY.**

The Purchaser commits to develop the Property as follows:

a. Purchaser will on or before April, 2026, begin construction of a 3 bedroom, 2 bath single-family residential home and complete construction by September, 2026.

b. Purchaser has provided initial construction plans and drawings for the proposed home to Seller, and will update the same as necessary, for review and approval prior to closing.

c. Purchaser has provided Seller proof of committed and available funding for the proposed development, and will update that information as necessary prior to closing.

d. Purchaser shall provide Seller written requests for extensions of time to begin and complete construction if extensions become necessary, and Seller will not unreasonably withhold consent to such extensions, provided Purchaser has presented just cause for not complying with the original construction schedule set forth herein.

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:

- (1) Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date;
- (2) Purchaser shall have complied with the pre-closing requirements in Paragraph 14.

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 without penalty. 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.

Purchaser shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) Owner's Title Policy; 3) any closing fee; 4) preparation of Deed and Vendor's Affidavit; and 5) all recording fees; copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

18. **DEFAULT:** If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Purchaser, this Agreement will terminate without further liability of either party. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

19. **DUTIES OF PURCHASER AND SELLER AT CLOSING:**

a. At the closing, or at such other times as specified herein, 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, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;
- (2) A "Marked Up" Commitment for a Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject only to the standard printed exceptions contained in the usual form of the Title Policy;
- (3) 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.

20. **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.

21. **MISCELLANEOUS:**

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

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

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

d. Purchaser may not assign his interest in this Agreement without the prior written approval of Seller. In the event of such assignment, Purchaser shall have no personal liability to the Seller or to any third party on account of this Agreement. In the event of assignment, all Purchaser's rights under this Agreement will transfer to the Assignee.

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

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.

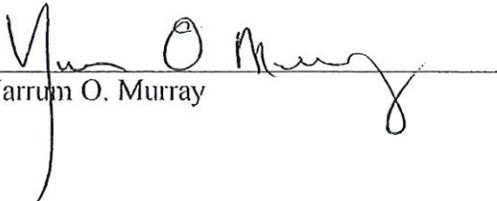
i. Time is of the essence of this Agreement.

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”

  
Yarrum O. Murray

“SELLER”

City of Elkhart, Indiana  
Department of Redevelopment

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

229 S. Second Street, Elkhart, IN 46516

Exhibit A

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

A strip of land two (2) feet in width off the South side of Lot Number Fifty-nine (59) and Lot Number Fifty-eight (58), excepting two (2) feet in width off the South side of said lot, as the same are known and designated on the recorded Plat of STUDEBAKER PARK ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 116, page 44 in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 1030 Princeton Street.

Tax ID No. 20-06-09-133-010.000-012

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING HANGAR REIMBURSEMENT

Whereas, the Elkhart Board of Aviation Commissioners (“BOAC”) has contracted to construct new T-Hangars and related airport improvements at the Municipal Airport within the boundaries of the Aeroplex Economic Development and TIF Areas (the “Project”) to attract additional corporate and private users of the airport, attract new businesses and corporate headquarters to the Aeroplex Industrial Park, retain existing jobs and create new jobs for the Areas, and enhance the economic development activities of the Areas; and

Whereas, The Commission has determined that the Elkhart Municipal Airport plays a critical role in the economic development of the North Corridor and the City as a whole, and is the key to further economic expansion in the Aeroplex Areas; and

Whereas, BOAC has requested the Commission reimburse added project costs in the amount of \$415,098.34, which they expect to ultimately be reimbursed from a federal grant, as a Local Public Improvement as allowed under IC 36-7-14-39 (b)(3)(G); and

Whereas, improving the Elkhart Municipal Airport to expand its economic development impact is a project and purpose of the Commission for which Aeroplex TIF funds may be spent; and

Whereas, the Commission finds it is in the best interest of the City and its inhabitants and that the funds should be appropriated to reimburse the City for the expenditures made by it for the Local Public Improvements.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission declares and reaffirms that the enlargement and economic development of the Elkhart Municipal Airport is a Purpose and Project of the Commission for which Aeroplex TIF funds may be spent.
2. The Commission appropriates the sum of \$415,098.34 from the Aeroplex Allocation Area Special Fund, Account No. 4448-5-000-442000, to reimburse the City for expenditures made by it for the Project, with any unspent funds to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to perform all acts they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF JANUARY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

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



# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 1/7/26  
Re: Airport Hanger Appropriation

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In 2024 the Commission appropriated \$275,000 as a reimbursement to the Board of Aviation for a project to construct new T-Hangers at the Airport. The total project cost is around \$1.8M. the initial appropriation has not been fully expended but the Administration has requested the Commission appropriate an additional \$415,098.34 to support the project.

This is for contingency purposes, only. The plan is to charge all expenses to the grant fund first, then review as they come in and do a claim change (only if absolutely necessary) to the TIF account. Once the Controllers office has more of the spend/reimbursement details and know for sure if TIF funds will be needed, they will let us know so we can relieve the obligation.

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF  
THE CITY OF ELKHART, INDIANA, APPROVING COURT HOUSE DEMOLITION PROJECT  
AND APPROPRIATING FUNDING

WHEREAS, the Commission owns the former County Courthouse block in downtown Elkhart and has requested the Board of Public Works (“BPW”) issue a request for demolition bids and contract for the demolition of the improvements on the site (the “Project”); and

WHEREAS, BPW has determined that C&E Excavating, Inc (“C&E”) is the lowest and most responsive bidder for the Project and has requested the Commission appropriate funding for the Project in the amount of \$1,175,000 so it can award and execute the Contract with C&E, pending receipt of the County’s share of the cost of the project which will be deposited to the Downtown Allocation Area No. 1 account upon receipt; and

WHEREAS, the Project is a needed local public improvement to the Downtown Urban Renewal Area and TIF Allocation Area (the “Areas”); and

WHEREAS, the Commission has reviewed the bid and believes it is in the best interest of the City, the Areas, and the inhabitants to approve and fund the Project

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Project and the BPW award of contract to C&E.
2. The Commission requests the Board of Public Works contract with C&E to perform the Project, and supervise the Project, including all aspects of the engineering, planning, bidding, contracting and final approval of the work performed on behalf of the Commission.
3. The Commission appropriates the sum of \$1,175,000.00 from the Downtown Allocation Area No. 1 Special Fund, Account Number 4445-5-000-4390912 to cover the projected cost of the Project.
4. The Officers of the Commission are hereby authorized to execute and deliver such Agreements and Documents required to carry out the terms hereof, and do all acts, which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13<sup>TH</sup> DAY OF JANUARY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

**CERTIFIED BID SUMMARY FORM – ADDENDUM #3**

**Courthouse Demolition – Bid #25-20**

This form is to be placed on the first page of the bid packet.

This Certified Bid Summary Form is to ensure that all required components of the bid have been included. Please initial each appropriate line, fill in the bid and alternate amounts, and place this sheet as the first page of your submittal. **The completed form should be submitted as the first page of your bid packet.**

- I have included the **Bid From 96 (revised 2013)**.
- I have included the **Proposal Form**.
- I have included the **Bid Bond**.
- I have included the **Financial Statement**.
- I have included the **Non-Collusion Affidavit**.
- I have included the **Responsible Bidder's Ordinance Statement**.
- I have included the **Acknowledgement of Addendum #1, #2 & #3**.

**Base Bid**      \$ 914,605.00

**Alternate A**    \$ 113,210.00

I hereby certify the following: 1) that all of the required documentation is contained within the following bid packet; 2) that the information provided in this proposal is accurate and complete; 3) that I have read and understand the instructions, terms, conditions and specifications of this solicitation; 4) that I agree to fulfill the requirements of any awarded contract at the prices proposed; and 5) that this proposal includes all costs necessary to provide all supervision, labor, services, materials, tools, equipment, supplies, insurance, permits, bonds, and other incidental items, whether or not specifically called for in the specifications and contract documents, to perform and complete in a workmanlike manner all work as specifically described under each item in the specifications and contract documents, and other work necessary to complete the project in accordance with the obvious or expressed intent of the specifications of the contract documents.

Signature:       Date: December 16, 2025  
Name: Thad Bessinger      Title: President  
Contractor's Name and Address: C&E Excavating, Inc  
53767 CR9  
Elkhart, IN 46514

Forms included in this addendum supersede duplicate forms in the bid documents.



## CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

### PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): December 16, 2025

1. Governmental Unit (Owner): Board of Public Works - City of Elkhart
2. County: Elkhart
3. Bidder (Firm): C&E Excavating, Inc  
Address: 53767 CR9  
City/State/ZIPcode: Elkhart, IN 46514
4. Telephone Number: 574-262-4346
5. Agent of Bidder (if applicable): Thad Bessinger

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Courthouse Demolition Bid #25-20

(Governmental Unit) in accordance with plans and specifications prepared by Department of Public Works - City of Elkhart and dated October 21, 2025 for the sum of

Base Bid: Nine-hundred-fourteen-thousand and six-hundred and five dollars. \$ 914,605.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

#### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

**ACCEPTANCE**

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART II**  
*(For projects of \$150,000 or more – IC 36-1-12-4)*

Governmental Unit: Board of Public Works - City of Elkhart

Bidder (Firm) C&E Excavating, Inc.

Date (month, day, year): 12/16/2025

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

**SECTION I EXPERIENCE QUESTIONNAIRE**

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$1,620,606.00	Site/Utility	7/2024	Town of Middlebury
\$6,035,120.93	Site/Utility	2/2024	City of Mishawaka/City Hall Campus
\$417,878.45	Demo	9/2024	City of Elkhart/ADA Curb Ramp
1,628,254.75	Site/Utility	4/2024	City of South Bend/South Well Field

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$3,672,616.50	Site/Utility	10/2025	St. Joseph County/Niespodziany Ditch
\$11,866,259.00	Site/Utility	12/2025	City of Elkhart/Oakland Ave
\$10,895,376.00	Site/Utility	12/2025	St. Joseph County/SR2 Lift Station
\$2,497,915.00	Site/Utility	10/2025	City of Elkhart/East Area A

3. Have you ever failed to complete any work awarded to you? No. If so, where and why?

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4. List references from private firms for which you have performed work.

Power Construction	Turner Construction
Homrich Inc.	Harman Construction
Paric Construction	W.A. Randolph Construction
DJ Construction	Nuway Construction
Weiland-Davco Corporation	Shiel-Sexton Construction

## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Work would begin within a reasonable time of the notice of award and agreed upon time from the notice to proceed.

Work would be completed within the time frame as stated in specifications. We currently employ 52 field staff and operate 13 crews in addition to subcontract labor if necessary. A project specific schedule will be provided at pre-construction meeting.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

See attached.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

List provided upon award of project.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

See attached.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Bid projects are quoted by several suppliers and all quotes are used in preparation of the bid

however, the low most responsive quote is the one used to prepare the final numbers.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

Subcontractor	Address	Phone	Type of Work
1st Class Logistics, LLC	2213 St. Charles Ave, South Bend, IN 46614	574-993-0071	Hauling
A-1 Striping Service Inc.	56825 Spirea Road New Carlisle, IN 46552	574-654-8626	Thermoplastic Striping
A & G Environmental Solutions LLC	12191 N Woodland Acres Dr, Syracuse, IN 46567	574-780-7402	Asbestos Inspection/Abatement
A & R Wastewater Management	3611 Cassopolis St. Elkhart, IN 46514	574-674-5779	Jetting/Camera
Abonmarche Consultants	750 Lincolnway East, South Bend, IN 46601	574-232-8700	Consultants
American Waste Systems, Inc.	P.O. Box 65, Union, MI 49130	269-641-7502	Dumpsters
Badger Daylighting Corp	75 Remittance Dr. Chicago, IL 60675-3185	877-322-3437	Vac Work/Locating
Bender Electric	P.O. Box 143, Cassopolis, MI 49031	269-445-3260	Electrical
Bertsch Frank & Associates	811 Lawrence Dr Ft. Wayne, IN 46804	260-459-9393	Consultants
Best Sweeping Specialist	632 S. Sixth Street, Goshen, IN 46526	574-534-8024	Sweeping
Bob Frame Plumbing & Heating	2442 Jaclyn Ct. South Bend, IN 46614	574-291-7511	HVAC
Bontrager Excavating	59285 CR 33 Middlebury, IN 46540	574-825-3807	Trucking
Brooks Construction Company, Inc.	2711 Banks Ave Ft. Wayne, IN 46899	260-432-8888	Concrete/Asphalt
Brian Beckwith	2667 Lakeshore Dr, Niles, MI 49120	269-684-2335	Hauling
Brusky Construction	70569 Elizabeth St. Niles, MI 49120	574-298-5417	Hauling
Chupp Plumbing & Heating	23409 US 33 E, Elkhart, IN 46517	574-875-5243	HVAC
Conco Spray Solutions	P.O. Box 36726, Indianapolis, IN 46236	317-428-6543	Manhole Lining
Concrete Cutting & Breaking	4500 Airwest Dr. Grand Rapids, MI 49512	616-554-4876	Concrete Removal
Condon Trucking	18245 Amberley Ave South Bend, IN 46637	574-271-8984	Hauling
Core Bore LLC	1601 Echo Valley Dr., Niles, MI 49120	269-262-2982	Directional Drilling
Crane Industrial Service Co	11035 Anderson Rd. Granger, IN 46530	574-272-5388	Crane Services
DBL Services Inc.	1811 N. Clover Rd. Mishawaka, IN 46545	574-968-2028	Striping/Landscaping
Dewind Dewatering	9150 96th Ave, Zeeland, MI 49464	616-875-7580	Dewatering
Douglas Landscape, Inc.	P.O. Box 3630, South Bend, IN 46619	574-287-8908	Landscaping
Fuerbringer Landscaping	22530 Brick Road South Bend, IN 46628	574-271-9714	Landscaping
Geissinger Trucking, LLC	10399 Shively Rd. Nappanee, IN 46550	574-633-4720	Hauling
Geo-Synthetics Systems	2401 Pewaukee Rd., Waukesha, WI 53188	262-524-7979	Geogrid
Great Lakes Property Maintenance	804 Unlon St. Mishawaka, IN 46544	574-257-8002	Fence Rental
Green Head Trucking, LLC	P.O. Box 1004 Granger, IN 46530	574-286-0177	Hauling
Hawk Enterprises Inc.	1850 E. North St. Crown Point, IN 46307	219-662-8090	Electrical
Hunter Transit, LLC	12111 SR 17, Plymouth, IN 46563	574-936-9217	Directional Drilling
HydroSeed Inc.	1320 3rd St., Osceola, IN 46561	800-468-5296	Landscaping
Inserv, Inc	514 E Marion Mishawaka, IN 46545	574-968-0372	Hydrovac
JL Milling, Inc.	15262 Industrial Dr Schoolcraft, MI 49087	269-679-5769	Asphalt
John Boettcher Sewer & Excavating	3305 N. Home St. Mishawaka, IN 46545	574-259-1418	Trucking
Jones Petrie Rafinski	200 NIBCO Parkway Elkhart, IN 46516	574-293-7762	Consultants
J & J Contracting, LLC	573 Shoreview Park Rd., Shoreview, MN 55126	651-379-2791	Abatement Contractor
Klink Trucking	P.O. Box 428 Ashley, IN 46705	574-287-9000	Trucking
Lighthouse Productions	1100 N Chicago Ave. Ste 7A Goshen, IN 46528	574-202-5502	Preconstruction Video
Lowe Construction	2535 Bader Road, Horton, MI 49246	517-529-9406	Case Boring
Michiana Contracting, Inc.	P.O. Box 929 Plymouth, IN 46563	574-936-8613	Electrical
Michiana Tree Works, Inc.	15596 CR 26, Middlebury, IN 46540	574-533-5651	Tree Removal
Milestone Contractors North, Inc.	1700 E Main St. Griffith, IN 46319	317-616-4876	Asphalt
Milestone Fence LLC	13399 McKinley Hwy, Mishawaka, IN 46545	574-259-3101	Fencing
Miller Excavating, Inc.	0855N 840W Shpshewana, IN 46565	260-768-7420	Hauling
Niblock Excavating, Inc.	P.O. Box 211 Bristol, IN 46507	574-848-4437	Asphalt
Northern Indiana Construction	P.O. Box 1333 Mishawaka, IN 46546	574-256-1811	Sheeting
Norway Septic, Inc.	53076 Old Farm Rd, Elkhart, IN 46514	574-206-1234	Septic Pumping
Patriot Fence LLC	21525 Maple Glen Dr Edwardsburg, MI 49112	269-228-1819	Fencing
Peerless Midwest Inc.	55860 Russell Industrial Pkwy Mishawaka, IN 46545	574-254-9050	Plumbing
Paynes Services LLC	21551 Fieldview Dr Edwardsburg, MI 49112	269-663-8091	Clearing
Pemberton Davis Electric, Inc.	P.O. Box 1034, Mishawaka, IN 46546	574-277-7001	Electrical
Phend & Brown	P.O. Box 150, Millford, IN 46542	574-658-4166	Concrete/Asphalt
Premium Concrete Services	712 Richmond St. Elkhart, IN 46516	574-264-0196	Concrete
R & R Visual, Inc.	1828 W. Olson Rd, Rochester, IN 46975	574-224-5455	Consultants
Rleth-Riley Construction Co., Inc.	P.O. Box 1775 South Bend, IN 46614	574-288-8321	Asphalt
Rock Solid Stabilization Inc.	1001 Williams Rd Genoa City, WI 53128	262-240-4100	Soil Stabilization
S/T Bancroft	25020 SR 2 South Bend, IN 46619	574-968-2040	Electrical
Schrock Masonry & Insulation, LLC	6143 W 1300 N, Nappanee, IN 46550	800-896-5538	TuckPointing
Slusser's Green Thumb Inc.	P.O. Box 33 Logansport, IN 46947	219-326-8010	Landscaping
Specialties Company LLC	9350 E. 30th St., Indianapolis, IN 46229	317-594-0291	Surveying
State Barricading, Inc.	P.O. Box 3751 South Bend, IN 46619	574-287-2078	Traffic Control
Taber's Pump & Well Service, Inc.	10100 Harrison Rd., Osceola, IN 46561	574-674-8746	Wells

Techserv Environmental Inc.	1911 Clover Rd Ste 10, Mishawaka, IN 46545	574-259-4022	Asbestos Inspections
The Airmarking Company, Inc.	1544 N SR 25 Rochester, IN 46975	574-223-5817	Striping
The Robert Henry Corporation	P.O. Box 1407, South Bend, IN 46624	574-232-2091	Concrete
Traffic Control Specialists, Inc. ✓	1810 W. Pacific Ave, Knox, IN 46534	574-772-7001	Traffic Control
Trucks R Us	23300 State Road 23 South Bend, IN 46614	574-340-8471	Hauling
Weaver Consultants Group	8203 Solution Center, Chicago, IL 60677	574-271-3447	Consultants
Wissco Irrigation	1820 South Bend Ave, South Bend, IN 46637	574-273-6645	Landscaping

BULLDOZERS		MISCELLANEOUS		HAULING TRUCKS	
8104	JOHN DEERE 850 Bulldozer	7202	SK15 KAESER COMPRESSOR		
8106	JOHN DEERE 550 Bulldozer	8900	CHIEFTAIN 1400 SCREEN PLANT( BENDIX)	8804	VOLVO DUMP TRUCK-Triaxle #4 (DOT)
8107	2006 CAT D5G LGP Bulldozer	8901	M100 Chieftan Stacker	8812	KENWORTH T800 #12
8110	2015 JOHN DEERE 700K XLT	8905	KUBOTA L2900 Tractor	8813N	INT'L UTILITY-400 SERVICE TRUCK (DOT) DAN
8113	2016 JOHN DEERE 750K DOZER	8909	INGERSOL 185CFM Compressor	8824	Concrete Pumper Truck #24
8115	2019 KOMATSU D51PXI-24 w Topcon	8912	XO50 Generator	8825	86 AM GEN WATER TRUCK #25 (DOT)
8116	2021 JD 700L LGP SMARTGRADE	8917	TARGET-FLOOR SAW	8837	05 INT 7000 5 CY DUMP #37 (DOT)
8117	2022 JD 700L Dozer	8918	SCISSOR LIFT	8839	2018 WESTERN STAR 4700 QUAD DUMP
			<b>LOADERS</b>	8840	1984 AM GENERAL WATER TRUCK
8411	VOLVO L90F Loader	8926	Thomson 6" Dewatering Pump	8844	2007 PETERBILT 5 YD DUMP
8413	JOHN DEERE 624K Loader	8929	Small Tools - Plate Compactors - Saws	8845	2007 PETERBILT 5 YD DUMP
8414	JD 544H LOADER (Pipe)	8930	Digging Boxes - Sheeting - Shoring	8848	2019 VOLVO QUAD DUMP
8415	VOLVO L250G (Bendix)	8931	Misc Dewatering Equipment	8855	2006 FREIGHTLINER MECHANICS TRUCK
8416	JD 644K Hybrid	8933	HATZ Thomson Outlet Pump	8858	567 Peterbilt 2023 Semi
8417	VOLVO L150H	8934	BOBCAT Light Plant		<b>PICKUPS</b>
8418	2015 KOMATSU WA500-7	8935	VERMEER Hydraulic Power Pack	8805N	FORD 350 -- 5th CREW (DOT) (THAD)
8419	JOHN DEERE 544P	8940	M100 Stacker	8806	2006 FORD 550 --ALLEN 6th Crew (DOT) Red (A. Eisenhart)
8420	KOMATSU WA-500-8	8942	WATER WAGON	8815N	2013 FORD F350 Red
8421	VOLVO L250	8953	NPKH 108XB HAMMER	8816	2000 FORD 350 (DOT) Red
8422	2022 HITACHI ZW150	8954	2014 TRAMAC HAMMER		
			<b>BOBCATS</b>		
8922N	Bobcat 650	8955	BOBCAT 250 PORTABLE WELDER	8827	2015 FORD F450 4x4--(DOT)
8958	08 TAKEUCHI TL140C SKID STEER	8956	P227 STELLE SHEETING	8831	2000 F550 (DOT) Dump Bed
8968	JOHN DEERE 333G SKID STEER	8957	HP-51 VIB PLATE COMPACTOR (60G)	8834	2015 FORD F35D (A. Trotter)
8970	JD 333G SKID STEER	8959	TRAMAC CONCRETE PULVERIZER	8835	2013 Ford 550 SC (J. Bender)
8750	CASE TV620B	8960	MONROE SALT SPREADER	8836	2015 FORD F550 SUPERCAB (M. Beck)
		8961	Bobcat Quick Mill Cold Planer 24" Model CP24	8842	2018 FORD F550 CREW CAB (T. Gard)
		8962	KOHLER HD15000K GENERATOR	8845	2019 FORD F550 CREW CAB (T. Tice)
		8964	NPK 06 HAMMER		
8313	VOLVO 360 Excavator	8965	NPK GH-10 HAMMER	8849	2019 FORD F550 (J. Wise)
8317	HITACHI 350 HD Excavator	8967	JD SALT SPREADER	8850	2019 FORD F550 FLATBED (C. Eisenhart)
8318	KOMATSU PC 228	8974	ALLMAND NIGHT LIGHT PRO	8851	2019 FORD F350 - (B. Slott)
8319	JD 60G MINI EXCAVATOR	8975	BOBCAT DAYLIGHT 6KW	8852	2003 FORD F450 SUPER DUTY (White flatbed)
8320	JD 350G EXCAVATOR	8976	ALLMAND NIGHT LIGHT PRO	8853	2015 TOYOTA TRUNDRA TRUCK - Fleet
8322	JD 60G MINI EXCAVATOR	8991	NPK GH12 HAMMER	8856	1998 FORD F550 SD W/ DUMP BED
8322PC	HYDRAULIC PLATE COMPACTOR	8996	NPK HOE COMPACTOR	8857	2022 FORD F550 RECYCLE
8323	JD 135G Excavator	8997	mph200 PROCESSOR?	8859	2022 FORD F150 XL Red (J. Bonadies)
8324	JD 470G Excavator	7201	SEFAC 15K HOISTS	8859A	2021 FORD F150 STX
8325	JD 50G Mini Excavator	8330PC	HOE PAC FOR THE 135G EXCAVATOR	8860	2022 FORD F150 XL Red (A. Clark)
8326	JD 350G EXCAVATOR	8101	Telescopic Forklift	8861	2019 FORD F550 SUPER DUTY DRW - Red (J. Turnbow)
8327	JD 135G Excavator 2017		<b>CRUSHING &amp; SCREENING</b>	8862	2022 FORD F350 XLT - (Jason Minne) Hashbrown Lariat
8328	JD 135G Excavator w/thumb	8640A	Tempest Rinse Quad Deck Screen	8863	2023 FORD F350 XLT Trotter
8329	JD 60 Long with Thumb 2018	8640B	Tarrant 3 Dewatering Sand Plant	8864	2024 Ford F550 XL Concrete Crew
8330	JD 135G Excavator 2018	8640D	Dewatering Discharge Wastplant		<b>COMPACTORS</b>
8331	JD 350GLC Excavator	8641	Aggretek 36" x 80" Staker	8703	INGERSOL SD115 Compactor
8332	JD 350G Excavator	8642	Aggretek 30"x50" Fixed Staker	8704	INGERSOL SD70D Roller
8333	2016 HITACHI ZX350 LC-6	8643A	Aggretek 30"x50" Fixed Staker	8707	DD30 ROLLER
8334	2015 HITACHI ZX350 LC-6	8643B	Aggretek 30"x50" Fixed Staker	8709	VOLVO SD115B Roller
8335	350x4 Link Belt Excavator	8643C	Aggretek 30"x50" Fixed Staker	8710	2019 HAMM H71 Roller
8336	2023 490x4 Link Belt Excavator				

8337	2023 245DZ Link-Belt Excavator	8643D	Aggretek 30" x 50' Stackler	8711	2017 HAMM H12L Roller
8338	2022 Hyundai HX220A			8712	2019 Hamm H18i Roller
8339	2016 Link Belt 800X2			8713	2021 HAMM H7i
<b>EARTHMOVERS</b>					
8501	JOHN DEERE 862 Scraper				
8503N	Case 550 Quadtrac				
8510	A40F - Volvo Off Road Truck	8650	2021 KEESTRACK R5 DESTROY IMPACT CRUSHR	8001	ADDITIONAL EQUIPMENT
8511	9630 - JD Tractor	8651	2021 BRILLIANT 50' STACKER		Vermeer-Vactron LP573SDT Vac Trailer
8512	2112E - JD Bowl	8652	2100X PWRSORN CHIEFTAIN 3 DECK WSHPLIN	8409SB	SNOW BOX FOR 624 LOADER
8513	2112E - JD Bowl	8653	2018 EDGE TS100-48 TRACKED CONVEYOR	8412SB	SNOW BOX OFR 180 LOADER
8516	JD Disk Ripper 24'	8654	MCCLOSKEY MDC ST100V STACKER	8965	HPX GATOR
8517	R-Tec NDK SCRAPER 28 CY	8655	MCCLOSKEY ST100 STACKER	8950	2012 JOHN DEERE XUV 855D GATOR
8518	A40F - Volvo Off Road Truck	8656	Grizzly stationary	8951	2007 JOHN DEERE XUV 850D DIESEL GATOR
8519	JD 460E OFF ROAD TRUCK	8657	Terex MGL 7436 Stackler	8989	JD GATOR
8520	A45F Volvo Off Road Truck				
8601	JOHN DEERE 570 Grader	8658	2018 Warrior 1200 Screen Plant		Concrete Equipment
				8190	Powercurber 5700-D Max

<b>ATTACHMENTS-SHOP ONLY</b>					
8919	NIBBLER SHEAR Attachment				
8920	CLAM Attachment				
8921	CAT HAMMER MODEL 120 Attachment				
8924	BOBCAT Attachments				
8928	Buckets				
8938	FELCO Hoe Pac-220				
8943	KENT Hoe Pac				
8944	MISKIN 20YD SCRAPER BOWL				
8944D	TACTOR DISK				
8948	MP 20 FOR 330EX				
8949	MP 30 FOR 400 EX				
8966	JD 330 SPADE				
8969	FELCO Hoe Pac 135				

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at 1:00 pm this 15th day of December, 2025

C&E Excavating, Inc. (Name of Organization)

By [Signature] Thad Bessinger, President (Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana )
COUNTY OF Elkhart ) ss

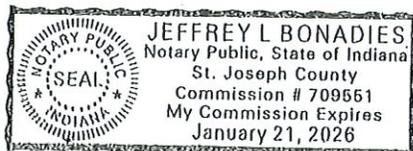
Before me, a Notary Public, personally appeared the above-named Thad Bessinger and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 15th day of December, 2025.

[Signature] Notary Public

My Commission Expires: 1-21-2026

County of Residence: St Joseph



# Certificate of Qualification

ISSUED BY

## Indiana Department of Transportation

INDIANAPOLIS, IN

April 30, 2025

TO

C & E EXCAVATING, INC.

ELKHART, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid May 02, 2025 Thru April 30, 2026

Aggregate Bidding Capacity:	31,594,000.00
0188 FORCE MAINS AND LIFT STATIONS.....	\$5,000,000.00
C(A) HEAVY GRADING.....	\$30,000,000.00
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS.....	\$20,000,000.00
E(F) SURFACE MASONRY AND MISCELLANEOUS CONCRETE.....	\$1,000,000.00
E(H) DEEP SEWER AND/OR EXCAVATION.....	\$10,000,000.00
E(T) DEMOLITION.....	\$20,000,000.00



PREQUALIFICATION ENGINEER



COMMISSIONER

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**BID OF**

C&E Excavating, Inc. \_\_\_\_\_  
(Contractor)

53767 CR9 \_\_\_\_\_  
(Address)

Elkhart, IN 46514 \_\_\_\_\_

**FOR**  
**PUBLIC WORKS PROJECTS**  
**OF**

City of Elkhart \_\_\_\_\_

Bid #25-20 \_\_\_\_\_

Courthouse Demolition \_\_\_\_\_

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Filed December 16, 2025 \_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Bid Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
C & E Excavating, Inc.  
53767 County Road 9 N  
Elkhart, IN 46514

**SURETY:**  
*(Name, legal status and principal place of business)*  
Employers Mutual Casualty Company  
P.O. Box 712  
Des Moines, IA 50306-0712

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**  
*(Name, legal status and address)*  
City of Elkhart  
229 S Second St  
Elkhart, IN 46516

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:**  
5% Five Percent of Amount Bid

**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
BID#25-20 Elkhart County Courthouse Demolition

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of December, 2025

  
*(Witness)*

C & E Excavating, Inc.  
*(Principal)*  *(Seal)*

By:   
*(Title)*

  
*(Witness)* David J. Roth

Employers Mutual Casualty Company  
*(Surety)*

By:   
*(Title)* Tracie House





P.O. Box 712 • Des Moines, Iowa 50306-0712

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

#### Tracie House

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number : Bid Bond  
 Principal : C & E Excavating, Inc.  
 Obligees : City of Elkhart

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

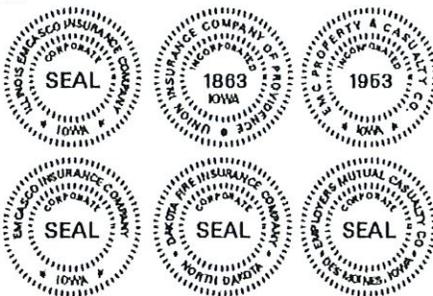
**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

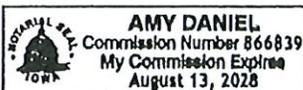
Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

Seals



On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.



Notary Public in and for the State of Iowa

### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of December, 2025.

Vice President

**ADDENDUM #1**

Courthouse Demolition – Bid #25-20

**ACKNOWLEDGEMENT OF RECEIPT**

No. of Pages (including Attachments, and this sheet): 3

  
\_\_\_\_\_  
Signature of Bidder

12-15-25  
\_\_\_\_\_  
Date

**End of Addendum No. 1**

**ADDENDUM #2**

Courthouse Demolition – Bid #25-20

**ACKNOWLEDGEMENT OF RECEIPT**

No. of Pages (including Attachments, and this sheet): 4

  
\_\_\_\_\_  
Signature of Bidder

12-15-25  
Date

End of Addendum No. 2

**ADDENDUM #3**

Courthouse Demolition – Bid #25-20

**ACKNOWLEDGEMENT OF RECEIPT**

No. of Pages (including Attachments, and this sheet): 3

      12-15-25  
Signature of Bidder      Date

End of Addendum No. 3

**C & E EXCAVATING, INC. & AFFILIATE**  
**COMBINED STATEMENTS OF INCOME AND RETAINED EARNINGS**  
For the Years Ended December 31, 2024 and 2023

	2024		2023	
	Amount	%	Amount	%
<b>Revenue</b>				
Construction revenue	\$ 25,369,652	89.44	\$ 23,443,857	90.95
Non-construction revenue	2,993,930	10.56	2,332,441	9.05
<b>Net revenues</b>	28,363,582	100.00	25,776,298	100.00
Cost of revenues earned	24,370,712	85.91	22,947,322	89.04
<b>Gross profit</b>	3,992,870	14.09	2,828,976	10.96
<b>Selling, general and administrative expenses</b>	2,176,701	7.67	1,838,417	7.13
<b>Income from operations</b>	1,816,169	6.42	990,559	3.83
Other income (expense)				
Gain (loss) on sale of assets	(17,897)	(0.06)	(3,850)	(0.01)
Miscellaneous income	43,194	0.15	19,564	0.08
Interest income	975	-	5,213	0.02
Interest expense	(398,039)	(1.40)	(225,654)	(0.88)
Total other income (loss)	(371,767)	(1.31)	(204,727)	(0.79)
<b>NET INCOME</b>	1,444,402	5.11	785,832	3.04
Retained earnings, beginning of year	9,338,121		8,972,983	
Distributions	(170,573)		(420,694)	
<b>Retained earnings, end of year</b>	\$ 10,611,950		\$ 9,338,121	

The accompanying notes to combined financial statements are an integral part of these statements.

Exhibit A  
Employment Classifications

**EXCAVATOR CLASS A (1):** Primary role is as a Laborer with the ability to run some equipment. Requires either a Chauffer's License or a For-Hire endorsement.

Minimum \$14.28 per hour to no maximum

**EXCAVATOR CLASS A (2):** Primary role is as a Laborer with the ability to run some equipment. Requires a Class B CDL License.

\$17.17 to \$21.21 per hour to no maximum

**EXCAVATOR CLASS B (1):** Primary role is as a Laborer and Truck Driver with the ability to run equipment. Has a Class A with DOT restrictions CDL License.

\$20.20 to \$22.73 per hour to no maximum

**EXCAVATOR CLASS B (2):** Primary role is as a Laborer and Truck Driver with the ability to run equipment. Has a Class A CDL License with NO restrictions.

\$21.73 per hour to no maximum

**EXCAVATOR CLASS C:** Primary role is as a Laborer and Truck Driver with a Class A CDL License. Runs equipment on a frequent basis and is effective with it.

Minimum \$22.74 per hour to no maximum

**EXCAVATOR CLASS D:** Primary role as an operator with the ability to labor or drive truck. Possesses a Class A CDL License and has been a Class C Operator for a minimum of one year with C & E Excavating, Inc. Has the ability to operate all equipment i.e., dozer, loader, excavator, scraper, and grader. Can prep for asphalt and/or concrete with a dozer or grader and put trench or excavation to grade with an excavator.

Minimum \$26.27 to no maximum

**EXCAVATOR CLASS E:** Primary role as an operator with the ability to labor or drive a truck. Possesses a Class A CDL License and has been a Class D Operator for a minimum of one year with C & E Excavating, Inc. Understands the basis of Job Layout, crew assignments and assists the foreperson. Class E can be used to fill in for a foreperson on a part-time basis. The employee is required to pass a competency test with a minimum of a 90% score prior to the annual review. The test can be taken at any time prior to review on personal time. The test must be taken at C & E Excavating, Inc. and witnessed by Management. No assistance or reference material will be allowed.

Minimum \$26.27 to no maximum

**EXCAVATOR CLASS F:** Primary role is a foreperson This person Is in charge of layout, crew assignments, and project completion per management's requirements. Answers directly to Management and is responsible for Excavator Classes A-E on their crew. Takes responsibility for what is happening onsite regarding the work and employees. The secondary role is to operate equipment and drive a truck with a Class A CDL License and labor.

Minimum \$28.04 per hour to no maximum

**MECHANIC CLASS A:** (entry level/general shop labor): Able to perform minor repairs and preventative maintenance. Requires chauffeur's endorsement/not-for-hire endorsement.

Minimum \$14.38 per hour to no maximum

**MECHANIC CLASS B:** Able to perform all complex repairs and preventative maintenance without supervision, as delegated by Mechanic Foreperson. Requires a Class A or Class B CDL.

\$18.70 to no maximum

**FOREPERSON MECHANIC CLASS C:** Performs all of Mechanic B duties, and able to supervise and coordinate all repairs and day-to-day shop business and routines, as required, and directed by the Management. Required to have a CDL.

\$22.73 per hour to no maximum

Note: All mechanic shop work will be paid at the mechanic labor rates above on a volunteer basis. If no one chooses to do the work, it can be assigned to an individual at their base wage on a non-volunteer basis.

**TEMPORARY FOREPERSON:** The Company will give a temporary raise to an individual that is filling in of acting as a foreperson for a three-man crew (including himself). Temporary fore people will only be subject to Class A, B, C, or D classifications. The raise will be assessed on a day-to-day basis with a \$1/hr. increase in pay scale.

All employees are subject to bilateral movement among Excavator Classes. If an employee loses the ability to perform duties or voluntarily ceases to perform Job duties within their designated Class, then they will be moved immediately into the appropriate class for their work,

All new hires will be required to obtain Chauffeur's License or a For Hire endorsement prior to employment.

**CONCRETE CLASS A:** Basic Skills and knowledge of concrete. Can perform basic finishing and labor tasks.

\$18.00 - \$23.00

**CONCRETE CLASS B:** Has Knowledge of concrete. Can finish and perform labor tasks. Can perform most tasks without help.

\$24.00 - \$30.00

**CONCRETE CLASS C:** Skilled Finisher and laborer. Can help others perform tasks. Helps Foreperson with tasks.

\$31.00- no maximum

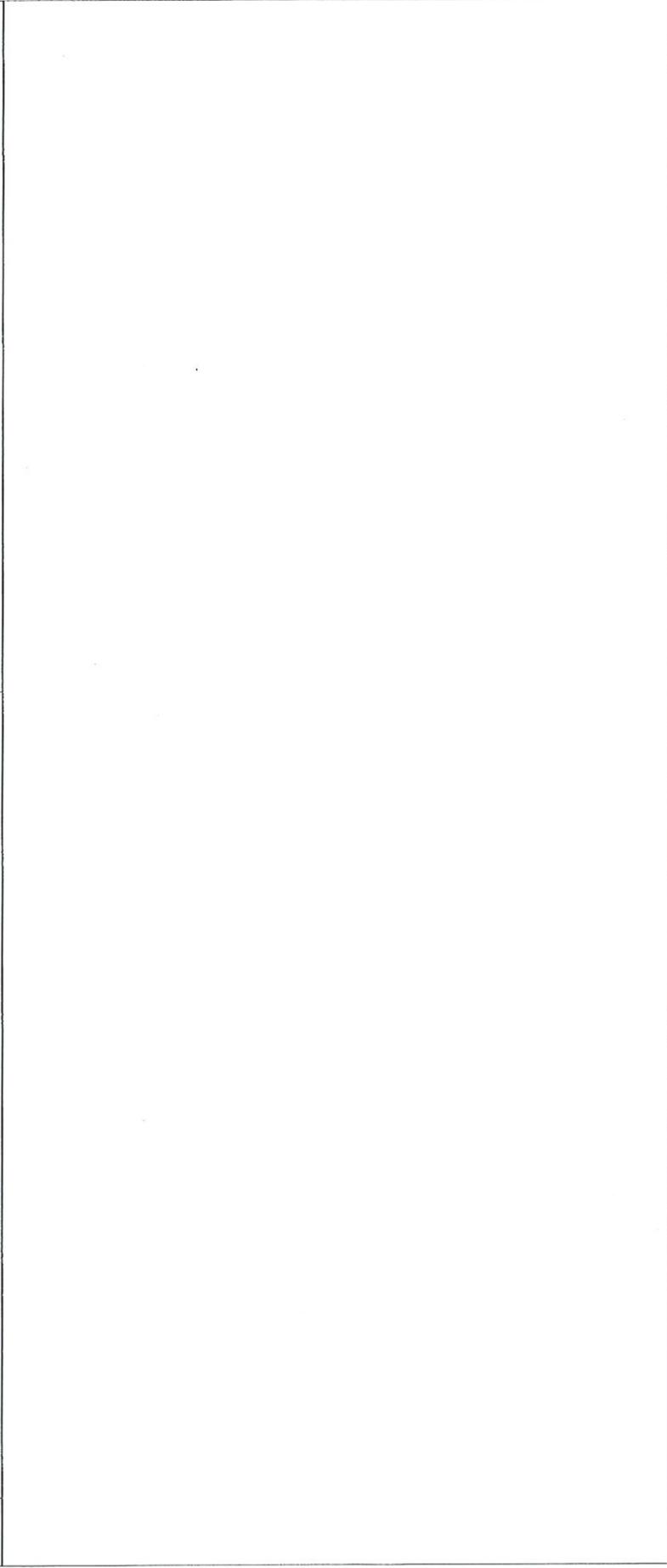
**CONCRETE CLASS D:** Primary role is Foreperson. Knowledge in all concrete activities. Leads crew and schedules all concrete deliveries.

\$32.00 - no maximum.

The employer will endeavor to have employees in vehicles appropriate to their licensure, and not put employees into unsafe or illegal circumstances. The Union recognizes that it is also the employee's responsibility to know limit of their licensure.

It is agreed the union will be notified of an employee change in classification, and that employees who are demoted to a lower classification, or who disagree with a lack of promotion or unsatisfactory review, reserve the right to appeal through the grievance process.

ID	Task	Task Name	Duration	Start	Finish	January 2026
1	★	Mobilization	5 days	Tue 1/20/26	Mon 1/26/26	
2	★	Demolition	55 days	Tue 1/27/26	Mon 4/13/26	
3	★	Restoration	6 days	Mon 4/13/26	Mon 4/20/26	
4	★	Restoration Completion	0 days	Mon 4/20/26	Mon 4/20/26	◆ 4/20



Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

Courthouse Demolition  
Prelim Schedule Durations

**CITY OF ELKHART  
COURTHOUS DEMOLITION – QA7993  
ITEMIZED PROPOSAL - BID #25-20**

ITEM NO.	DESCRIPTION	PAYMENT	COST
1	Mobilization and Demobilization	LUMP SUM	\$32,468.00
2	Pollution Prevention and Erosion Control	LUMP SUM	\$18,190.00
3	Tree and Stump Removal	LUMP SUM	\$20,000.00
4	Pavement Removal	LUMP SUM	\$11,747.00
5	Asbestos Removal	LUMP SUM	\$98,491.00
6	Structure and Misc. Removal	LUMP SUM	\$700,944.00
7	Topsoil and Seed	LUMP SUM	\$32,765.00
	GRAND TOTAL		\$914,605.00
Alt A	Preservation of Façade Elements	LUMP SUM	\$113,210.00

RESPONSIBLE BIDDER ORDINANCE STATEMENT

I hereby certify that I have read the City of Elkhart's "Responsible Bidding Practices and Submission Requirements for Submitting Bids to Perform Construction Work on Public Works Projects" ordinance and agree that I can provide the additional information, in compliance with the Ordinance, if so requested by the City.



Signed

Thad Bessinger

Printed Name

12/15/2025

Dated



7. Itemized Proposal
8. Certified Bid Summary Form
9. Bid form 96 (Revised 2013)
10. Acknowledgement of any/all Addenda
11. Performance and Labor and Materials Bond and Maintenance Bond  
(to be submitted by Contractor and made a part of this Contract)
12. Certificate of Liability Insurance by Contractor
13. Certification Regarding Investments in Iran
14. Title VI Certification
15. Electronic Funds Transfer Documents for Payment

#### Article 4. CONSTRUCTION SCHEDULE

- 4.1 Each proposal shall be accompanied by a Construction Schedule detailing the time frame and order of work. Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if Contractor does not adhere to the Construction Schedule stated below. Failure to complete each activity within the allotted time constitutes a material breach of this Contract, and it is hereby agreed to by the parties that such a material breach may result in the actions stated in Paragraph 5.2 below. The schedule shall include, at a minimum, the activities required to perform the following:
- A. Mobilization Start Date for Each Single-Family Residence
  - B. Substantial Demolition Completion Date
  - C. Restoration Completion Date
- 4.2 If applicable, the Contractor shall submit to the City for acceptance any proposed adjustments in the construction schedule that will not change the Contract Times. Such adjustments will conform generally to the construction schedule then in effect and shall comply with any applicable provisions of the General Requirements.

#### Article 5. CONTRACT TIME

- 5.1 The Contractor hereby agrees to complete the work **within 90 calendar days following the Notice to Proceed. The Notice to Proceed shall be issued no later than 30 days after the date of award, anticipated January 20, 2025.**
- A. Substantial completion shall include removal of all debris, placement of backfill, and temporary stabilization. Completion shall include all restoration and punch list items.
- 5.2 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified above. It is agreed between the parties hereto that if the Contractor does not complete the work by the date specified, the City may:

- A. Withhold from such sums as may be payable to the Contractor under the terms of this Contract, an amount equal to **five hundred dollars (\$500.00) dollars per day** for each day elapsing between the day so fixed for the completion of said Work and the date upon which said work was completed and accepted by the Board of Public Works. This penalty shall apply separately to the previously mentioned deadlines from Section 4.1 in this document.
- B. Re-let said work after giving the notice required by law. The Contractor shall, on demand, pay to the Owner the cost of re-letting and the difference between the cost of completing the project under the new contract, and the cost of completing the project under this Contract. This amount is in addition to any other liquidated damages assessed under any other Article or Paragraph of this Contract.

Article 6 OTHER LIQUIDATED DAMAGES

- 6.1 Owner and Contractor recognize that failure to maintain temporary soil erosion and sedimentation control devices is a breach of this Contract. The Contractor hereby agrees to correct deficient devices within two calendar days of being notified of the deficiencies by the Owner. It is agreed between the parties that if the Contractor does not address the deficiencies within the allotted time, the City may withhold from such sums as may be payable to the Contractor under the terms of this Contract, an amount equal to **two hundred dollars (\$200.00) per day** for each day elapsing after the two calendar days following notification and until the correction of the identified deficient devices.

Article 8. MISCELLANEOUS

- 8.1 Contractor is a "Tier 1 contractor" as defined in I.C. 5-16-13. As a Tier 1 contractor, Contractor must perform 15% of the total price of the contract in any combination of: 1) work performed by the Contractor's employees; 2) materials supplied by the Contractor; and 3) services supplied directly by the Contractor's employees.
- 8.2 No assignment by a party of any rights or interests in the Contract Documents will be binding on another party without written consent; moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated in any written consent to an assignment; and no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Contractor, its successors, assigns, and legal representatives shall perform and comply with all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 Owner shall comply with the covenants and agreements contained in the Contract Documents.

- 8.5 If, at any point in time during this Contract, Contractor is in violation of certain City Ordinances in the manner described at subsections 2A (1) through (5) of Elkhart City Ordinance No. 4101, such violation shall be a material breach of this Contract.
- 8.6 The Contractor shall not pay cash to any individual employed by the Contractor for work done by the individual on the Project.
- 8.7 Non-Discrimination: Pursuant to Indiana Code § 22-9-1-10, neither Elkhart nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment with respect to hire, tenure, or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, nation origin, or ancestry.

#### Article 9. E-VERIFY REQUIREMENT

- 9.1 All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section.
- 9.2 Pursuant to I.C. § 22-5-1.7 et seq., Contractor 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. Contractor is further 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. In support of the affidavit, Contractor shall provide the City with documentation that it is enrolled and participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Contractor and delivered to the City's authorized representative.
- 9.3 Should Contractor subcontract for the performance of any work under this Agreement, the Contractor 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. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to the City within seven days of the effective date of the subcontract.
- 9.4 Before an individual who is required to be verified begins work on the public works project, the E-Verify case verification number for that individual must be submitted to the Owner.
- 9.5 If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

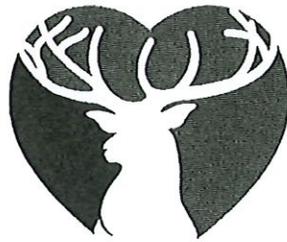
9.6 The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

Article 10 CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

On behalf of Contractor, I certify that pursuant to Indiana Code 5-22-16.5 *et seq.*, Contractor is not now engaged in investment activities in Iran. I understand that providing a false certification could result in the fines, penalties, and civil action listed in Indiana Code 5-22-16.5-14.

A handwritten signature in black ink, appearing to read 'Thad Bessinger', is written over a horizontal line.

Printed: Thad Bessinger, President



City of Elkhart, Indiana  
*the city with a heart*  
~~~~~

## Title VI Notice

### Title VI Policy

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

The Title VI Coordinator is:

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

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

Acceptance by 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

Thad Bessinger, President

Printed Name

12/15/2025

Dated

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original copies on the day and year first above-written.

By: C&E Excavating, Inc.  
Contractor

ATTEST: [Signature]  
Witness

I, Thad Bessinger, certify that I am the President of C&E Excavating, Inc. named as Contractor herein and said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of corporate powers.

[Signature]  
Printed: Thad Bessinger

BOARD OF PUBLIC WORKS  
CITY OF ELKHART, INDIANA

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

By: \_\_\_\_\_  
Rose Rivera, Member

By: \_\_\_\_\_  
Andy Jones, Member

By: \_\_\_\_\_  
Andrew Kreider, Member

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

ATTEST:

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

## SPECIAL NOTES & REQUIREMENTS

(1.) Bid Proposal Submittal

Bidders are required to submit their bid proposals in the following order:

- Certified Bid Summary Form
- Bid Form 96 (Revised 2013) – including Non-Collusion Affidavit
- Bid Bond
- Signed Receipt of any/all Addendum
- Financial Statement
- Project Wage Rate Sheet
- Schedule
- Itemized Proposal

Failure to follow bid proposal requirements may result in the bid being considered unresponsive and rejected by the Board from consideration.

(2.) Standard Specifications for Construction

Refer to the City's new Standard specifications for safety requirements, construction video, protection and location of existing utilities; special project signs; easements and right-of-ways; steel foundry projects and other general requirements for all City project.

(3.) Disconnection of Utilities

Contractor shall coordinate and verify the disconnection of all Utilities (water, sewer, gas, electric).

(4.) Licensing and Permits

Contractor must be or must obtain a demolition contractor license from the City of Elkhart Building Department. Demolition permits, including IDEM asbestos notifications, shall be secured by the Contractor. City permit fees will be waived. An asbestos is included.

(5.) Bidder's Questions

Bidders are requested to submit any pre-bid questions regarding the project plans or specifications **in writing** to the City of Elkhart on or before 5:00 PM Elkhart time on Tuesday, December 9, 2025. Questions may or may not be addressed by addendum as deemed appropriate by the City of Elkhart. Contact information:

Name: Tory Irwin, PE  
Address: 1201 S. Nappanee Street  
Elkhart, Indiana 46516  
Phone: 574-293-2572  
E-mail: tory.irwin@coei.org

(5.) Access to Building

To arrange access to the building prior to bid, contact Tory Irwin. Please note that the building does not have power or heat.

## **PROJECT SPECIFICATIONS**

The Contractor shall be responsible for referring to the current version of the Standard Construction Specifications for the City of Elkhart (Specs). The Specs can be found and downloaded at [www.elkhartindiana.org/publicworks](http://www.elkhartindiana.org/publicworks) or a printed copy may be purchased from Public Works. The Contractor shall be responsible for adhering to all sections of the Specs. Items listed in the Specs, without a specific payment designation shall be considered incidental to the project and the costs shall be merged into applicable pay items included in the project. Quantity estimates below shall be a maximum authorized amount, not to exceed without written approval by the Engineer. The following pay items are applicable to this project:

**THE BASIS OF PAYMENT SHALL BE LUMP SUM, INCLUDING ALL OF THE FOLLOWING:**

### **MOBILIZATION AND DEMOBLIZATION**

*Prevailing Elkhart Standard Specifications, Division B: 1.1*

### **POLLUTION PREVENTION AND EROSION CONTROL**

*Prevailing Elkhart Standard Specifications, Division B: 2.3*

### **TREE AND STUMP REMOVAL**

*Prevailing Elkhart Standard Specifications, Division B: 3.2*

### **PAVEMENT REMOVAL**

*Prevailing Elkhart Standard Specifications, Division B: 3.3*

### **ASBESTOS REMOVAL**

*Prevailing INDOT Specifications Section 202.02 and 202.07*

#### Asbestos Containing Materials (ACM) Special Provisions

The City of Elkhart has conducted ACM tests on building materials of the structure. The results are included. The Contractor shall be responsible for the IDEM reporting process prior to starting the demolition work. The Contractor shall also be responsible for all asbestos abatement, removal, and disposal.

#### Asbestos Removal

- a) Contractor shall complete any required asbestos abatement as may be required by the Indiana Department of Environmental Management.

### **STRUCTURE AND MISC. REMOVAL**

*Prevailing INDOT Specifications Section 202.01, 202.02, 202.06, 202.11, and 202.12.*

#### Structure Removal Special Provisions

- a) Contractor shall obtain the proper permits and clearances from the City of Elkhart Building

Department and the Indiana Department of Environmental Management.

- b) All work shall be completed in accordance with applicable codes and standards.
- c) The basement of the building, concrete walls and slab/floor, shall be completely removed, and shall be incidental to the Structure and Misc. Removal.
- d) B borrow for backfill of any basements or crawl spaces shall be incidental to the work.
- e) All miscellaneous items, excluding those within road right-of-way, within the block bounded by Franklin Street, High Street, 2<sup>nd</sup> Street and 3<sup>rd</sup> Street, including, but not limited to, landscaping beds, bike racks, benches, bus shelters, parking/street lights, antennae, bollards and signs, shall be completely removed unless noted in this section.
- f) Street lights within this block in the right-of-way of Franklin Street, High Street, 2<sup>nd</sup> Street and 3<sup>rd</sup> Street shall be completely removed and wiring disconnected.
- g) Demolished materials shall be removed from the site and disposed of properly.
- h) Hauling of materials in and out from the site shall be along approved truck routes.

The Elkhart High School historical markers on the southwest corner of High and 3<sup>rd</sup> shall remain. Damage to sidewalks, traffic signals, signs, or other items within the right-of-way, excluding street lights, shall be repaired at the Contractor's expense.

#### **TOPSOIL AND SEED**

*Prevailing Elkhart Standard Specifications, Division B: 9.1*

#### **ALTERNATE A**

##### **Preservation of Façade Elements**

For the preservation of the two (2) decorative columns and spanning lintel with the engraving "ELKHART HIGH SCHOOL". The elements are located on the façade of the southern facing west end of the building, along Franklin Street. The 3 pieces shall be preserved in whole, removed, transported and delivered to the Elkhart High School campus, and unloaded at a location on the campus as designated by the Elkhart Community Schools. All work to preserve and relocate the 3 façade elements shall be paid on a lump sum basis.

**EMPLOYMENT VERIFICATION AFFIDAVIT**

I, Thad Bessinger, being first duly sworn, deposes and says 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 C&E Excavating, Inc. (the "Employer")  
in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer 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. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 15th day of December, 2025.



Printed: Thad Bessinger

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.



Printed: Bryan Slott

RESOLUTION NO. 26-R

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CONTRACT WITH CARRIAGE HOUSE STUDIO FOR ARCHITECTURAL SERVICES AND APPROPRIATING FUNDS

Whereas, The Commission has received and reviewed the attached Proposal for Architectural Services from Carriage House Studio (“Carriage House”) to prepare and provide pre-approved housing CD plan sets for single and two story homes (the “Proposal”); and

Whereas, the Commission has reviewed the Proposal and believes it is in the best interest of the City and its inhabitants that Carriage House be employed to perform the Services and the funds be appropriated to cover the cost.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of Carriage House at the hourly rates set forth in the Proposal at a fee not to exceed \$45,265.00.
2. The Commission approves the form of Contract for Services attached hereto and authorizes its execution.
3. The Commission appropriates the sum of \$45,265.00 from the Downtown Elkhart Allocation Area No. 1 Special Fund, Account Number 4445-5-000-4310400 to cover the cost of the Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 13th DAY OF JANUARY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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



December 9<sup>th</sup>, 2025

Christopher Harris  
Executive Director of Redevelopment and Economic Development  
401 Broadway  
3<sup>rd</sup> Floor Community Development Office  
Gary, Indiana 46402

Mike Huber  
Director of Developmental Services  
201 S. Second St  
Elkhart, IN 46516

**Proposal for Architectural Services:**

Thank you for the opportunity to work with the cities of Gary and Elkhart as well as the Housing and Community Regeneration initiative at the University of Notre Dame on the pre-approved housing CD plan sets. **Please see our pricing format (page 2) which organizes the costs per plan for each municipality. This cost for the two additional housing plan types to be utilized for wider lots (24'-0" wide home) is also included in this proposal.**

**Program Scope:**

1. Single Story Cottage with alternate elevation- Approximately 1000 sq. ft
2. Two Story Small House (Two Bedrooms) with alternate elevation – Approx. 1200 sq. ft
3. Two Story Small House (Three Bedrooms) with alternate elevation- Approx. 1480 sq ft
4. Two Story Medium House with alternate elevation - Approximately 1600 sq. ft
5. \*Two Story Standard Home (Three Bedrooms) with alternate elevation-Approx. 1,800sq ft
6. \*Two Story Standard home (Four Bedrooms) with alternate elevation-Approx. 2,000sq ft
7. Two Story Stacked Duplex with alternate elevation -Approx. 925 sq ft per unit = 1850 sq ft
8. Two Story Side by Side Duplex – Approximately 1200 sq ft each side = 2400 sq ft
9. Single Story ADU – Approximately 450 sq ft.
10. Two Story Carriage House – Approximately 500 sq. ft (above garage)

Design Development drawings will be provided by the Housing & Community Regeneration Initiative (HCR) for each unit except for the Side by Side Duplex and both Two Story Standard Homes. The DD for these units will be provided by Carriage House Studio in conjunction with HCR and their approved design template. Additional DD design costs completed by CHS are included in this proposal.

\*New housing types added for wider lot size (24'-0" house width)

**Construction Document Phase Services Include:**

1. Review of zoning codes and building compliances for City of Gary and City of Elkhart
2. Review and coordination of sets with HCR
3. Production and generation of building sheets for the following drawings per set
  - a. Cover Sheet
  - b. General Notes
  - c. Floor Plans (First, Second and Roof Plan) 1/4" Scale
  - d. Exterior Elevations 1/4" Scale (*Alternate designs included*)
  - e. Building Sections 1/4" Scale
  - f. Wall Sections 1 1/2" Scale (*Sections for alternate design included if applicable*)
  - g. Exterior Details 1 1/2"- 3" Scale (*Details for alternate design included if applicable*)
  - h. Exterior Window and Door Schedule and Details
  - i. Interior Elevations and Trim
  - j. Electrical Plan

**NOTE: Foundation and Structural information for each housing type shall be engineered by a local professional who is approved and supplied by each municipality. Structural information provided city approved professionals will be coordinated and included into the drawings sets by Carriage House Studio.**

**Architectural Fees Breakdown per city for plan sets:**

Note: CHS will invoice each municipality for sets as they are issued.

|                                     | Plan Costs | Gary     | Elkhart |
|-------------------------------------|------------|----------|---------|
| Single Story Cottage Plan           | \$ 6,000   | \$6,000  |         |
| Single Story Cottage Alt Elev.      | \$ 900     | \$900    |         |
|                                     |            |          |         |
| Two Story Small House 2 Bed Plan    | \$7,200    |          | \$7,200 |
| Two Story Small House Alt Elev.     | \$1,000    |          | \$1,000 |
|                                     |            |          |         |
| Two Story Small House 3 Bed Plan    | \$4,440    |          | \$4,440 |
| Two Story Small House Alt. Elev.    | \$1,200    |          | \$1,200 |
|                                     |            |          |         |
| Two Story Medium House              | \$9,600    | \$9,600  |         |
| Two Story Medium House Alt Elev.    | \$1,200    | \$1,200  |         |
|                                     |            |          |         |
| Two Story Standard 3 Bed (24'wide)  | \$4,440    |          | \$4,440 |
| Two Story Standard Alt. Elev        | \$1,200    |          | \$1,200 |
|                                     |            |          |         |
| Two Story Standard 4 Bed (24' wide) | \$10,000   | \$10,000 |         |
| Two Story Standard Alt Elev.        | \$1,200    | \$1,200  |         |
|                                     |            |          |         |
| Two Story Stacked Duplex            | \$11,100   | \$11,100 |         |
| Two Story Stacked Duplex Alt Elev.  | \$1,200    | \$1,200  |         |
|                                     |            |          |         |

|                                                               |                 |                 |                 |
|---------------------------------------------------------------|-----------------|-----------------|-----------------|
| Two Story Side by Side Duplex                                 | \$14,400        |                 | \$14,400        |
| Two Story Side by Side Alt Elev.                              | \$1,500         | \$1,500         |                 |
|                                                               |                 |                 |                 |
| Single Story ADU                                              | \$2,700         |                 | \$2,700         |
| Single Story ADU Alt Elev.                                    | \$500           |                 | \$500           |
|                                                               |                 |                 |                 |
| Two Story Carriage House                                      | \$3,000         |                 | \$3,000         |
| Two Story Carriage House Alt Elev.                            | \$550           |                 | \$550           |
|                                                               |                 |                 |                 |
| DD work for Side by Side Duplex and additional 24' wide plans | \$7200          | \$2,565         | \$4,635         |
|                                                               |                 |                 |                 |
|                                                               |                 |                 |                 |
| <b>Total</b>                                                  | <b>\$90,530</b> | <b>\$45,265</b> | <b>\$45,265</b> |
|                                                               |                 |                 |                 |
| 50/50 Split                                                   | \$ 45,265       |                 |                 |

**Process and Schedule:**

Please note that all the services not described in this agreement are considered additional services. Additional services might include but are not limited to, changes to the scope of work after the design is produced, or changes to the design after the work has been approved. Carriage House Studio will seek approval from the client before proceeding with any additional services. All additional services shall be billed on an hourly fee basis. Please see below for our billing rates/fees.

Staff Billing Rates:

|                 |            |
|-----------------|------------|
| Principal       | \$150/hour |
| Project Manager | \$120/hour |
| Associate       | \$95/hour  |

Site visits and any travel related to this project are considered an additional service and will be billed as follows:

\$2000/day if air travel is included on the day of the site visit

\$600/day for travel days not on the day of the site visit

Note: all travel expenses are reimbursable expenses.

Reimbursable expenses including but not limited to drawing and photo printing and reproduction, postage and handling, messengers and project related transportation, all travel expenses are billed to you at cost. All reimbursable expenses are billed separately and are not part of the architectural fee listed above in this proposal.

The following services are not included in this agreement.

- Changes to the design beyond the scope of services described in the Construction Document Services
- Construction Cost Estimating
- Structural, Civil, Mechanical, Plumbing, and Electrical Engineering
- Site Planning
- Site Visits
- Permitting Services
- Public Meetings
- Specifications or materials selections and detailing to address specific local climate conditions
- Framing or foundation plans

Please review this proposal and the standard terms and conditions attached and sign below if the proposal is accepted. This proposal, along with the Terms and Conditions once signed by you, will serve as the Architectural Services Agreement between us to get the project underway.

**Billing will be monthly with invoices based on the percentage of completion of each unit.**

Thank you again for this opportunity and we look forward to working with you on this exciting project!

Sincerely Yours,

Holly M. Johnson  
Partner, Carriage House Studio LLC.

Read and Agreed: City of Gary Representative

Read and Agreed: City of Elkhart Representative

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

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

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

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

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF LOCKSMITH FOR ENTRY INTO BUILDING AT 1913 YUMA STREET AND APPROPRIATING FUNDING FOR THE SERVICES

Whereas, The Commission holds title to the real estate at 1913 Yuma Street which contains a locked storage building and desires to employ a local locksmith to obtain entry to the building and to examine any contents which may need to be dealt with before it can offer the real estate for sale; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that a locksmith be hired, the building examined and funds be appropriated to pay for the services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves employing a locksmith to perform the services described.
2. The Commission appropriates the sum of \$2,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund, Account No. 4453-5-000-4390912, to cover the cost of the services.
3. The Commission authorizes its officers to execute all contracts and do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF JANUARY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 1/7/26  
Re: Locksmith Services

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As many of you may remember, the Commission acquired a property at 1913 Yuma via Tax Sale. The parcel has a small pole building on it and staff has been in contact with a potentially interested party. Before the Commission can approve a purchase agreement we need to get into the building a check for any contents. In order to do this staff needs to hire a Locksmith Service to gain access the to building. Staff is requesting the Commission appropriate \$2,000 from the Consolidated TIF account 4453-5-000-4390912 to cover these services.

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,  
INDIANA, APPROVING STREETCRAFT LLC CONTRACT FOR VIDEO SERVICES

Whereas, the Commission owns the former county courthouse block in downtown Elkhart (the "Property") and desires to employ Streetcraft LLC ("Streetcraft") to perform video services describing the proposed redevelopment of the site (the "Services") all as more fully described in the attached Contract for Services; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve the employment of Streetcraft to perform the Services and appropriate the necessary funds.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Streetcraft to provide the Services at a not-to-exceed cost of \$5,000.00.
2. The Commission approves the form and content of the Contract for Services attached hereto.
3. The Commission appropriates the sum of \$5,000.00 from the Downtown Elkhart Allocation Area No. 1 Special Fund, Account Number 4445-5-000-4310400, to pay the cost of the Services.
4. The Officers of the Commission are authorized and directed to perform all acts and enter into the attached Contract and any other Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF JANUARY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

## CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 13th day of January 2026, between the City of Elkhart, Indiana, Department of Redevelopment, whose address is 229 South Second Street, Elkhart, Indiana 46516 (“City”) and Streetcraft, LLC, an Indiana limited liability company, whose address is \_\_\_\_\_ (“Contractor”).

### RECITALS

1. City is interested in hiring Contractor to provide video services to explain the redevelopment plan for the former county courthouse in downtown Elkhart, all as more fully described in the attached Video Proposal (the “Services”); 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, and Contractor agrees to perform, the Services.
2. Compensation. City will pay Contractor for the Services performed a not-to-exceed fee of \$5,000.00 (the “Fee”), as follows:
  - a. Contractor will be paid \$2500.00 in advance of the commencement of the Services.
  - b. The remainder of the Fee will be paid upon completion of the Services and delivery of the Video.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. Term. The original term of this Contract shall begin on January 13, 2026, and terminate on March 31, 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. Assignment. This contract is not assignable.
14. Amendment. This contract may only be amended in writing, signed by the parties hereto.
15. Entire Agreement. This contract contains the entire agreement of the parties, and all prior negotiations and discussions are merged herein.
16. 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.
17. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original.
18. 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,  
Department of Redevelopment

Streetcraft LLC

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

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

## Downtown Elkhart Courthouse Site Redevelopment Video Proposal

### Project Description

Streetcraft will produce a public-facing educational video explaining the redevelopment of the former county courthouse site in downtown Elkhart.

The purpose of this video is to clearly communicate both what is being built and why the project is important, including mixed-use development, housing, parking strategy, downtown density, economic impact, and long-term placemaking benefits.

The goal is to inform the public, address misconceptions, and build understanding and support for the project.

### Project Details

The final video will be approximately six minutes in length and suitable for use on the City's website, social media, public meetings, and community outreach.

The City will provide all design renderings, visual materials, any applicable footage, and a basic outline of key points to be included.

Streetcraft will develop a cohesive script that uses clear and effective public-facing language for City review and approval.

Voiceover may be provided by either the City or Streetcraft based on preference.

The video will be fully produced using City-provided materials along with Streetcraft motion graphics and editing. Any on-site filming requested by the City will be scoped and billed as an additional service.

### Timeline

Production is scheduled to begin in early February with an estimated one-month turnaround, dependent on timely delivery of materials and feedback.

Two rounds of revisions are included, with any additional revisions billed hourly if requested.

### Compensation

Total project fee is \$5,000.

Fifty percent is due at project start and fifty percent due upon final delivery.

### Terms & Conditions

The City of Elkhart will receive full usage rights for public communication and outreach. Streetcraft retains the right to display the project in its professional portfolio.

### Conclusion

If the above conditions are acceptable to you, an authorized signature will constitute an agreement.

\_\_\_\_\_  
for Streetcraft LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
for City of Elkhart

\_\_\_\_\_  
Date

Streetcraft

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-b900fed1bdffd36578>

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

## **Downtown Elkhart Courthouse Site Redevelopment Video Proposal**

### **Project Description**

Streetcraft will produce a public-facing educational video explaining the redevelopment of the former county courthouse site in downtown Elkhart.

The purpose of this video is to clearly communicate both what is being built and why the project is important, including mixed-use development, housing, parking strategy, downtown density, economic impact, and long-term placemaking benefits.

The goal is to inform the public, address misconceptions, and build understanding and support for the project.

### **Project Details**

The final video will be approximately six minutes in length and suitable for use on the City's website, social media, public meetings, and community outreach.

The City will provide all design renderings, visual materials, any applicable footage, and a basic outline of key points to be included.

Streetcraft will develop a cohesive script that uses clear and effective public-facing language for City review and approval.

Voiceover may be provided by either the City or Streetcraft based on preference.

The video will be fully produced using City-provided materials along with Streetcraft motion graphics and editing. Any on-site filming requested by the City will be scoped and billed as an additional service.

### **Timeline**

Production is scheduled to begin in early February with an estimated one-month turnaround, dependent on timely delivery of materials and feedback.

Two rounds of revisions are included, with any additional revisions billed hourly if requested.

### **Compensation**

Total project fee is \$5,000.

Fifty percent is due at project start and fifty percent due upon final delivery.

### **Terms & Conditions**

The City of Elkhart will receive full usage rights for public communication and outreach. Streetcraft retains the right to display the project in its professional portfolio.

### **Conclusion**

If the above conditions are acceptable to you, an authorized signature will constitute an agreement.

\_\_\_\_\_  
for Streetcraft LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
for City of Elkhart

\_\_\_\_\_  
Date

**Streetcraft**

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CONTRACT FOR DESIGN SERVICES FOR PORTIONS OF THE WOODLAND CROSSING SHOPPING CENTER

Whereas, the Commission owns Lots 1, 3, 5 and 7 in the Woodland Crossing Shopping Center and desire to employ Abonmarche Consultants, LLC, on a time and materials basis, to perform exterior and interior conceptual design services on portions of the site (the "Design Services") all as more fully described in the attached proposal (the "Engagement Letter"); and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve the employment of Abonmarche to perform the Design Services and appropriate the necessary funds.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Abonmarche to provide Design Services for the Property at a not-to-exceed cost of \$15,000.00.
2. The Commission approves the form of Engagement Letter.
3. The Commission appropriates the sum of \$15,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund, Account No. 4453-5-000-4310400, with any excess remaining upon completion of the Design Services to be returned to the appropriate account.
4. The Officers of the Commission are authorized and directed to perform all acts and enter into the attached Engagement Letter and any other Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF JANUARY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

Abonmarche Project Number: 26-0047

AGREEMENT between (Client name), City of Elkhart (Date) January 7, 2026

(Client address) 201 S. Second St. Elkhart, IN 46516 (Phone) 574.322.4490

(Cell) 574.336.0522 (Fax) \_\_\_\_\_ (Email) Mike.Huber@coei.org hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: \_\_\_\_\_

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:  
 (Project Name) Woodland Crossing Development (Location) Elkhart

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:  
 (Scope of work) Conceptual building exterior for existing retail buildings.

(Project schedule) Two weeks from proposal acceptance.

(Special Provisions) \_\_\_\_\_

Abonmarche's proposal/work plan, dated N/A is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:  
 (Fee/Type) \$15,000 T&M Not to Exceed

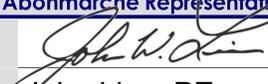
Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated Mike Huber as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

**Authorization to Proceed and Guarantee of Payment:** By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. *By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings.* These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

| Authorized Client Representative |  | If Individual             | Authorized Abonmarche Representative                                                             |  |
|----------------------------------|--|---------------------------|--------------------------------------------------------------------------------------------------|--|
| Client: <u>City of Elkhart</u>   |  | Signature: _____          | Signature:  |  |
| Signature: _____                 |  | Printed Name: _____       | Printed Name: <u>John Linn, PE</u>                                                               |  |
| Printed Name: <u>Mike Huber</u>  |  | Date of Birth: _____      | Title: <u>Principal &amp; Chairman</u>                                                           |  |
| Date Signed: _____               |  | Driver's License #: _____ | Originating Office: <u>Abonmarche Consultants, Inc.</u>                                          |  |
| Federal Tax ID: _____            |  | Employed by: _____        | Office: <u>315 W. Jefferson Blvd</u>                                                             |  |
|                                  |  | Address: _____            | <u>South Bend, IN 46601</u>                                                                      |  |
|                                  |  | City/State: _____         | Date Signed: <u>1/7/2026</u>                                                                     |  |
|                                  |  | Date Signed: _____        |                                                                                                  |  |

# Memo

To: Redevelopment Commission Members  
From: Jacob Wolgamood  
Date: 1/13/26  
Re: Permission to Advertise for Park 131

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Development Services is requesting permission to advertise for bids for the Park 131 project.

131 S Main St. is a vacant parcel at the intersection of S Main and Lexington Ave. Within walking distance of five restaurants, public parking, the Riverwalk, and other downtown amenities, this highly visible but underutilized asset has been identified as a prime location for a pocket park.

Pocket parks are relatively low in construction and maintenance cost due to their size. When strategically placed, they have potential to increase foot traffic to surrounding businesses by creating an outdoor space to enjoy a meal, socialize, or rest. These spaces can also be activated by music, art, or by a nearby business wanting to expand to the outdoors.

We are requesting the Redevelopment Commission allow for the advertisement for bids for the Park 131 project as specified in the contract documents.

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROPRIATING ADDITIONAL FUNDS  
FOR LABOUR PUMP VRP SERVICES

Whereas, The Commission has acquired the realty at 1607-1641 Sterling Avenue and 824 Ren Street previously referred to as the LaBour Pump site, which has environmental contamination and requires remediation, and has employed Ice Miller, LLP (“Ice Miller”) to provide services related to the City’s entry into the IDEM Voluntary Remediation Program (the “LaBour VRP Services”); and

Whereas, the services rendered have exceeded the appropriated funds and it is necessary to appropriate additional funding to cover the continuing legal services required.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission appropriates the sum of \$30,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund, Account No. 4453-5-000-4310400 to apply to payment of the current and future Ice Miller LaBour VRP Services as billed, with any balance remaining after completion of the Services to be applied to the appropriate account.
2. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 13th DAY OF JANUARY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

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 December 2025

## Invoice

Total Current  
Work

\$32,412.74



City of Elkhart

City of Elkhart

# Treasurers Report Summary

Date Range: 01/01/2025 - 11/30/2025

| Fund                             | Beginning Cash Balance | Revenues            | Expenses            | Net Change Assets | Net Change Liabilities | Calculated Ending Balance | Actual Ending Balance | Calculated - Actual Ending |
|----------------------------------|------------------------|---------------------|---------------------|-------------------|------------------------|---------------------------|-----------------------|----------------------------|
| 2552 - REDEVELOPMENT             | 60,166.62              | 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           | 1,794,157.46        | 2,033,850.08        | 0.00              | 0.00                   | 5,771,478.80              | 5,771,478.80          | 0.00                       |
| 4446 - TIF ALLOCATION PIERRE MOR | 0.00                   | 101,060.32          | 101,060.32          | 0.00              | 0.00                   | 0.00                      | 0.00                  | 0.00                       |
| 4447 - TIF SOUTHWEST ALLOCATION  | 0.00                   | 851,778.61          | 851,778.61          | 0.00              | 0.00                   | 0.00                      | 0.00                  | 0.00                       |
| 4448 - TIF AEROPLEX ALLOCATION   | 2,533,485.49           | 326,662.30          | 18,776.46           | 0.00              | 0.00                   | 2,841,371.33              | 2,841,371.33          | 0.00                       |
| 4449 - TIF ALLOCATION STERLING E | 0.00                   | 239,693.02          | 239,693.02          | 0.00              | 0.00                   | 0.00                      | 0.00                  | 0.00                       |
| 4450 - TIF ALLOCATION CASS ST AR | 14,568,408.12          | 2,433,012.96        | 3,238,920.96        | 0.00              | 0.00                   | 13,762,500.12             | 13,762,500.12         | 0.00                       |
| 4451 - TIF BAYER/TECH PARK ALLOC | 1,121,149.52           | 148,009.24          | 17,816.42           | 0.00              | 0.00                   | 1,251,342.34              | 1,251,342.34          | 0.00                       |
| 4452 - TIF ALLOCATION S.MAIN GAT | 0.00                   | 144,202.24          | 144,202.24          | 0.00              | 0.00                   | 0.00                      | 0.00                  | 0.00                       |
| 4453 - TIF CONSOLIDATED S ALLOCA | 5,115,209.67           | 1,366,987.64        | 1,023,204.16        | 0.00              | 0.00                   | 5,458,993.15              | 5,458,993.15          | 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>7,410,235.28</b> | <b>7,671,394.35</b> | <b>0.00</b>       | <b>0.00</b>            | <b>29,216,910.09</b>      | <b>29,216,910.09</b>  | <b>0.00</b>                |