

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

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

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



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

Cindy Ostrom  
Member  
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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, JUNE 9, 2026 at 4:00 P.M.

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

To join, go

<https://teams.microsoft.com/meet/226036028497148?p=h0hvzU0uzXueq1FgRO>

enter 226 036 028 497 148 as the event number and 6aF2m2aE as the event password.

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

1. **Call to Order**
2. **Approval of Minutes**
  - May 12, 2026, Regular Meeting Minutes
3. **New Business**
  - a) Open Bids
  - b) Baker Tilly Annual TIF Report Presentation
    - Baker Tilly to give Annual TIF Report presentation
  - c) 2027 Budget Year Determination for TIF Revenues
    - Approve the 2027 Budget Year determination for TIF revenues
  - d) Baker Tilly Engagement Letter
    - Approve Employment of Baker Tilly for Annual TIF Evaluation Services
  - e) ~~Ice Miller Engagement Letter~~
    - Remove from agenda
  - f) RFP for Courthouse Redevelopment
    - Authorize the offering of real estate (Courthouse Block) for sale under 36-7-14-22

**g) Labour Pump Allocation**

- Approve allocation for Labour Pump litigation expert witness services and allocate \$50,000 from Consolidated TIF

**h) 3500-3502 South Main Offering**

- Authorize the offering of real estate (3500-3502 South Main) for sale under 36-7-14-22.

**i) RFP for Furnishing City Office Space at Woodland Crossing**

- Authorize issuance of the Request for Proposals (RFP) to select a consultant or contractor for design, procurement, delivery, installment and commission of turn key office-space.

**j) Premium Concrete Change Order No. 1 for Services at Park 131**

- Approve change order No. 1 for Premium Concrete Services contract for Park 131 and allocate \$6,827 from Downtown TIF

**k) Pedestrian and Lighting Improvements**

- Approve request for bids for E. Windsor and Cassopolis St. sidewalk, lighting, and stormwater improvements and form of agreement.

**l) CDBG Ullery Park Enhancement Project**

- Approve funding request for Ullery Park enhancement project and allocate funds.

**m) Woodland Crossing Budget Adjustment**

- Approve Market Place Realty broker commission and appropriate \$36,654.32 from Woodland Crossing fund

**n) Woodland Crossing Food Truck Event Agreement**

- Grant Ashley Spencer special event access to parking lot at Woodland Crossing and approve access agreement

**o) 1639 Huron St. Subordination Agreement with Union Home Mortgage, Corp.**

- Approve subordination agreement between the City and Union Home Mortgage for property located at 1639 Huron St., Elkhart, IN.

**4. Staff Updates**

**5. Other Business**

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

**9. Public Comment**

**10. Adjournment**

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REGULAR MEETING  
ELKHART REDEVELOPMENT COMMISSION  
LOCATION: CITY HALL, 2<sup>ND</sup>. FLOOR, COUNCIL CHAMBERS  
Tuesday, May 12, 2026  
4:00 p.m.

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PRESENT: Dina Harris, Sandi Schreiber, Willie Brown, Luke Lefever, Cindy Ostrom, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Jacob Wolgamood, Mary Kaczka, Thalia Mora and Drew Wynes

PRESENT BY WEBEX: Kara Kelly

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**Call to Order**

This meeting was held in-person, telephonically, and virtually through WEBEX. The meeting was called to order at 4:01 p.m. by Ms. Schreiber, President.

**APPROVAL OF MEETING MINUTES**

Ms. Schreiber asked for a motion to approve the April 14, 2026, Regular Meeting Minutes. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

Ms. Schreiber asked for a motion to approve the April 20, 2026, Special Meeting Minutes. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved

**NEW BUSINESS**

**A. Opening of Bids**

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

B. Crossroads Environmental Consulting, LLC Access

Mr. Jacob Wolgamood addressed the commission to answer questions. Ms. Schreiber asked for a motion to approve the request for access to the property, approve the form of agreement and authorize the president or other officers to execute and deliver the attached Crossroads Environmental Consulting, LLC access agreement. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

C. Ancon Change Orders 8 and 9

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve Ancon change order 8 and Ancon change order 9, which would result in the total increase of the Ancon contract price to \$4,255,861.11 and appropriate the new sum of \$17,881.35 from Consolidated South Elkhart Economic Development/Redevelopment Allocation Area No. 1 Special Fund, account #4453-5-000-4104000 to cover the cost of those services. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

D. New Age Telecom Networking Component Services at Woodland Crossing

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of New Age Telecom to provide the networking services at Woodland Crossing at a not to exceed cost of \$35,867, approve the form of engagement letter and request the City's IT department manage the contract and supervise the work and appropriate the sum of \$35,867 from the Consolidated South Elkhart Economic Development/Redevelopment Allocation Area No. 1 Special Fund, account #4453-5-000-4390912 to cover the cost of those services. Moved by Ms. Ostrom. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

E. North Main Local Public Improvements (Bus Blister)

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the funding, request the Board of Works to execute all contracts with Premium Concrete and supervise the work and appropriate \$55,000 from the Downtown Allocation Area No. 1 Special Fund account #4445-5-000-4390912 to cover the cost of those services. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

F. CDBG Boys & Girls Club Sub-Recipient Agreement Amendment

Mr. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the amendment to the Boys and Girls Club sub-recipient agreement to extend it by one month with the ending date to be June 30, 2026. Moved by Mr. Brown. Second by Ms. Ostrom. Voice vote, all in favor. Motion approved.

STAFF UPDATES

No staff updates this month

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$12,773.80. Moved by Mr. Lefever. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

PUBLIC COMMENT

No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Ms. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:13 p.m.

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Sandra Schreiber, President

DRAFT

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## Elkhart Redevelopment Commission Pre-Agenda Meeting Summary For May 8, 2026

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**PRESENT:** Sandi Schreiber, Dina Harris, Cindy Ostrom, Gary Boyn, Mike Huber, Sherry Weber, Adam Fann, Drew Wynes, and Thalia Mora

**PRESENT BY WEBEX:** Willie Brown, Mary Kaczka, Chris Pottratz, and Maggie Marnocha

The Commission reviewed each agenda item, 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 May 12, 2026.

**RESOLUTION OF THE CITY OF ELKHART REDEVELOPMENT COMMISSION  
2027 BUDGET YEAR DETERMINATION FOR TIF REVENUES**

**WHEREAS**, the City of Elkhart Redevelopment Commission (the “Commission”), has previously established the Aeroplex, Cassopolis Street, Consolidated South Elkhart, Downtown Area 1, 2, 3, 4, 5, 6, 7, and 8, Technology Park Allocation Area, West 78 Business Park Economic Development Area Allocation Area, Parkway at 17 Economic Development Area Allocation Area, and Boulder Run Economic Development Area Housing Development Program Allocation Areas No. 1 and No. 2 (“TIF Allocation Area”) for purposes of capturing tax increment revenues pursuant to Indiana Code 36-7-14-39 [and Indiana Code 36-7-14-39.3] (the “TIF Revenues”).

**WHEREAS**, pursuant to Indiana Code 36-7-14-39 and 50 IAC 8-2-4, the Commission is required to make a determination on TIF Revenues and notify overlapping taxing units as well as the county auditor and the fiscal body of the city, town, or county that created the Commission.

**WHEREAS**, with respect to the TIF Allocation Area, for budget year 2027, the Commission has determined the amount of the TIF Revenues projected to be collected in 2027 as well as the amount of TIF Revenues needed in 2027 to meet the Commission's outstanding debt service or lease payment obligations, to pay for projects that are located in or directly serve or benefit the TIF Allocation Area, and to meet other purposes permitted by Indiana Code 36-7-14-39(b)(3), as set forth in the TIF DISTRICT WORKSHEET attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Elkhart Redevelopment Commission as follows: the Commission has determined that (a) all potential captured assessment (as defined in 50 IAC 8-1-16) with respect to the TIF Allocation Area applicable to budget year 2027 shall be captured assessment (as defined in 50 IAC 8-1-10); (b) there is no excess assessed value that may be allocated to the respective taxing units prescribed in IC 36-7-14-39; and (c) overlapping taxing units as well as the Elkhart County Auditor and also the Elkhart Common Council will be notified by sending **Exhibit A** via Certified Mail Return Receipt Requested or Hand Delivery with written confirmation of receipt.

ADOPTED and APPROVED at a meeting of the City of Elkhart Redevelopment Commission held on the 9th day of June, 2026.

**CITY OF ELKHART REDEVELOPMENT  
COMMISSION**

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

ATTEST:

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

EXHIBIT A

(Place on City of Elkhart Letterhead)

June 10, 2026

Tiana Jackson  
Elkhart County Auditor  
117 N. 2<sup>nd</sup> Street, Room 203  
Goshen, IN 46516

RE: Cassopolis Street Corridor Economic Development Allocation Area  
Consolidated South Elkhart Economic Development/Redevelopment  
Area Allocation Area  
Elkhart Aeroplex Economic Development Area Allocation Area  
Downtown Urban Renewal Area, Allocation Areas No. 1 through 8  
Technology Park Economic Development Area Allocation Area  
West 78 Business Park Economic Development Area Allocation Area  
Parkway at 17 Economic Development Area Allocation Area  
Boulder Run Economic Development Area Housing Development  
Program Allocation Areas No. 1 and No. 2

Dear Tiana Jackson, County Auditor, City of Elkhart Common Council, and all overlapping taxing units:

In accordance with IC 36-7-14-39(b)(4)(B) (the “Act”), the City of Elkhart Redevelopment Commission (the “Commission”) is hereby notifying you of the following determination that it has made concerning its Tax Allocation Area(s) for 2026 taxes payable 2027. The Commission has determined that there is no “excess assessed value” that may be allocated to the overlapping taxing units in the manner prescribed in subdivision (1).

Regards,

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Sandra Schreiber  
President of the City of Elkhart  
Redevelopment Commission

229 S. Second Street  
Elkhart, IN 46516

Electronic Copy to:  
Dept. of Local Government Finance

**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

May 15, 2026

Re: Cassopolis Street Corridor Economic Development Area Allocation Area  
Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area  
Elkhart Aeroplex Economic Development/Redevelopment Area Allocation Area  
Elkhart Downtown Allocation Area No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 7 and No. 8  
Technology Park Economic Development Area Allocation Area  
West 78 Business Park Economic Development Area Allocation Area  
Parkway at 17 Economic Development Area Allocation Area  
Boulder Run Economic Development Area Housing Development Program Allocation Area No. 1  
Boulder Run Economic Development Area Housing Development Program Allocation Area No. 2

Dear Tiara Jackson, County Auditor, City of Elkhart Common Council, and all overlapping taxing units:

In accordance with I.C. 36-7-25-8 (the "Act"), the City of Elkhart Redevelopment Commission (the "Commission") invites you to attend its regular meeting on June 9, 2026, at 4:00 p.m. (EDT) in the chambers of The Elkhart Common Council, 2<sup>nd</sup> Floor, Municipal Building, 229 South Second Street, Elkhart, Indiana 46516, at which it will present information for the governing bodies of all taxing units with territory within an allocation area of the Commission including:

- 1) the Commission's budget with respect to allocated property tax proceeds;
- 2) the long term plans for the allocation area;
- 3) the impact on each of the taxing units; and
- 4) whether there may be any excess assessed value to be allocated to the respective taxing units in 2027 as prescribed in I.C. 36-7-14-39.

Regards,

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Sandra Schreiber  
President of the City of Elkhart  
Redevelopment Commission

229 S. Second Street  
Elkhart, IN 46516

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF  
BAKER TILLY FOR ANNUAL TIF EVALUATION SERVICES

Whereas, The Commission has employed Baker Tilly Municipal Advisors, LLC (the “Contractor”) to evaluate and analyze the annual Tax Increment Revenue available to the City, assist in the preparation of annual reports and such other related services as more fully described in the attached Engagement Letter (the “Services”) and the Commission desires to engage the Contractor to perform those Services for 2026/2027 budget year, as outlined in Engagement Letter presented to and reviewed by the Commission (the “Agreement”); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of the Contractor to provide the Services described in the Agreement.
2. The Commission approves the form and content of the Agreement and all attachments and exhibits thereto.
3. The Commission approves the Fee arrangements specified in the Agreement.
4. The Commission authorizes its officers to execute and deliver the Agreement and to do all acts which they deem necessary and desirable to carry out the terms and obligations contemplated therein, and ratifies all prior actions taken in that regard..

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF JUNE 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

SCOPE APPENDIX to  
Engagement Letter dated: April 22, 2025  
Between City of Elkhart, Indiana, and  
Baker Tilly Advisory Group, LP

RE: Tax Increment Finance (TIF) Services

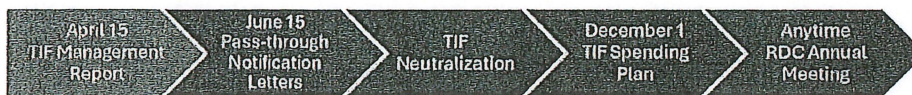
DATE: April 30, 2026

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

**SCOPE OF WORK**

Baker Tilly agrees to furnish and perform the following services.

**A. Annual Tax Increment Finance (TIF) Services**



1. As Requested, Calculate Base Value Adjustments (Neutralization) for Changing Tax Rates, Trending and General Reassessment
  - a) Contact the County Auditor's office and, with its cooperation and based on information provided by the County Auditor and Assessor, assist in performing or checking calculations with respect to base value adjustments, including determining base value adjustment factors, appeal and tax rate assumptions, and captured assessed values for each tax increment allocation area (TIF Area) in conjunction with annual Trending or General Reassessments. In performing this work, we rely on the accuracy of the information provided by the County Auditor and Assessor and for the county officials to provide information in a timely manner to be able to meet state deadlines. We will not audit or review their information.
  - b) If necessary, travel to the County Auditor's and/or Assessor's offices to perform fieldwork that may be required. Obtain from the County Auditor and Assessor new tax abatement information, a list of new developments and assessed values (if available) and a list of outstanding parcel assessed value appeals for the TIF Area(s) to use in the calculation. Compare resulting calculations to historical captured value, if necessary.
  - c) With the cooperation of the County Auditor's office, assist the County Auditor's office with the monitoring of captured assessed value amounts for each TIF Area and taxing district that are used during the assessed value certification process. If needed, assist the Auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to certification.
  - d) With the cooperation of the County Auditor's office, assist the County Auditor's office with the monitoring of captured assessed value amounts for each TIF Area and taxing district that are used in the preparation of the County Abstract. If needed, assist the Auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to the completion of the Abstract.
  - e) Assist the Client with requirements set forth under IC 6-1.1-2-11 to adjust the base assessed value of each allocation area to neutralize the effect of the changing tax rates resulting year to year from the homestead deductions under IC 6-1.1-12-37(c)(2), IC 6-1.1-12-37.5(c) and the deduction for eligible property under IC 6-1.1-12-47.

SCOPE APPENDIX to  
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2. As Requested, Assist with the Annual Reporting and Meeting Requirements for the Commission
  - a) Assist the Commission in completing the annual reporting requirements on the activities of the Commission, includes various information for each TIF Area for the previous year to be filed with the Client's Fiscal body, Executive and Department of Local Government Finance by April 15 each year under IC 36-7-14-13.
  - b) Assist the Commission with the TIF planning, budget, impact analysis and annual meeting requirements set forth under IC 36-7-25-8, including attendance of the annual meeting if requested.
3. As Requested, Provide Excess Assessed Value Notification Assistance
  - a) Assist the Commission in preparing an annual notice due to the County Auditor's office and overlapping taxing units by June 15<sup>th</sup>, notifying them of the amount of excess incremental assessed value that can be released to taxing units for the subsequent year, under 36-7-14-39(b)(4).
  - b) If needed, prepare a current schedule of estimated TIF revenue, under current law, including the impact of known new developments, estimated tax abatement reductions, depreciation tables, if applicable, and anticipated changes in tax rates, if necessary.
  - c) If needed, prepare a schedule demonstrating the extent to which estimated TIF revenue is expected to be sufficient to pay actual debt service or lease rentals on outstanding bonds and other planned projects for the TIF Area(s), notifying the Commission of any anticipated shortfalls or significant surplus, if necessary.
  - d) Assist with the preparation of any required supporting documentation for the Captured Assessed Value Determination Resolution(s), if necessary.
4. As Requested, Monitor TIF Revenue and Preparation of an Annual TIF Report
  - a) For the TIF Area(s), analyze recorded TIF revenue, comparing it to Baker Tilly 's previous estimates, identifying the sources of material differences.
  - b) Identify major tax delinquencies materially affecting TIF revenue using information available from the County Auditor's office.
  - c) Based on input from Commission representatives:
    - (1) Trace known major developments and tax abatement reductions into the County's property tax records.
    - (2) Investigate, report and make recommendations regarding any material differences from anticipated assessed valuations and TIF revenue.
  - d) Update TIF revenue estimates based upon current law and property tax data, including the impact of known new developments, estimated tax abatement reductions, personal property depreciation tables (if applicable), and estimated changes in tax rates (if applicable).
  - e) Prepare a schedule demonstrating the extent to which estimated TIF revenue is expected to be sufficient to pay actual debt service or lease rentals on outstanding bonds and other planned projects for the TIF Area(s), notifying the Commission of any anticipated shortfalls or significant surplus.
  - f) If needed, prepare illustrative schedules of amortization for bonds, leases, or other obligations payable from TIF revenue generated in the applicable TIF Area(s). Any illustrative amortizations prepared under this section will be for informational purposes only and may not be utilized in conjunction with the issuance of debt obligations.

SCOPE APPENDIX to  
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- g) If needed, illustrate annual cash flow for each Allocation Area for a five-year period (or another period defined by the Commission) that accounts for debt and non-debt expenditures of the Commission.
  - h) Provide an annual written Report and additional written materials as appropriate, reporting findings to the Commission.
  - i) If requested, present the Report at a meeting of the Commission. Such Report is limited to the purposes set forth herein and may not be used in conjunction with the issuance of additional debt obligations. TIF revenue estimates in support of the issuance of debt will be accomplished pursuant to the parameters of separate agreements.
5. DLGF Annual Spending Plan Preparation
- a) Meet with Client leadership to discuss priorities and plans for the next fiscal year, develop an annual spending plan, pursuant to IC 36-7-14-12.7 and DLGF guidelines, and present the annual spending plan before the RDC.
  - b) If requested, present the spending plan at a meeting of the RDC. Such report is limited to the purposes set forth herein, and may not be used in conjunction with the issuance of additional debt obligations. TIF revenue estimates in support of the issuance of debt will be accomplished pursuant to the parameters of separate agreements.

**B. Periodic Services – Performed on an "As Requested" Basis**

1. Analyze County TIF Parcel Records for Missing Parcels and Parcel Changes
- a) Interview Client and/or County personnel to locate declaratory resolutions, base value dates, original maps of the TIF Area(s), together with any boundary changes that may have occurred subsequent to the creation of the TIF Area(s).
  - b) Compare County Auditor's TIF parcel list and maps to determine the extent to which they reflect changes that have occurred to the TIF boundaries of the Area and incorporate parcel splits and combinations.
  - c) Suggest corrections to the TIF database, as needed.
2. Assist with the Creation of New TIF Allocation Area
- a) As needed, work with the Client and its advisors to analyze the boundaries of the proposed TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the proposed TIF Area.
  - b) As needed, provide information required by the Client's attorney for preparing resolutions and other legal documents required to establish the proposed TIF Area, if needed.
  - c) Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the proposed TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
  - d) If needed, virtually or personally meet with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the creation of the proposed TIF Area, as needed.
  - e) At the request of the Client, attend meetings and required public hearings to explain the impact of the creation of the proposed TIF Area and to address any questions.

3. Assist with the Creation of New Residential TIF Allocation Area

a) Preliminary Planning and Development Services

Financial Analysis

- (1) Obtain estimates of the proposed real property investment from the developer or representatives of the developer for the purpose of estimating the amount of tax increment revenues to be generated from the proposed development and the impact of the establishment of the proposed Residential TIF Area on the overlapping taxing units, including illustrative State Basic Grant funding to the affected school corporation(s).
  - (2) If requested, prepare analyses of different development/financing scenarios.
  - (3) At the request of the Client, attend one public meeting to discuss the analysis.
- b) As needed, work with the Client and its advisors to analyze the boundaries of the proposed Residential TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the proposed Residential TIF Area.
  - c) As needed, provide information required by the Client's attorney for preparing resolutions and other legal documents required to establish the proposed Residential TIF Area, if needed.
  - d) Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the proposed Residential TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
  - e) If needed, virtually or personally meet with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the creation of the proposed Residential TIF Area, as needed.
  - f) At the request of the Client, attend meetings and required public hearings to explain the impact of the creation of the proposed Residential TIF Area and to address any questions.

BTMA agrees to furnish and perform the following services.

4. Economic Development Project Evaluation and Preliminary Feasibility

- a) In connection with a proposed economic development project or prospect (the Project), discuss with Client (or Client representative) the proposed Project; potential incentives and/or related infrastructure needs; the use of tax increment financing (TIF), tax abatement and other sources of revenue and funding; preliminary financing options and feasibility analyses; timing and investment information needed for analysis; other issues and considerations.
- b) Prepare an estimate of real and depreciable personal property assessed value for the proposed development based on investment information provided by the company, the developer or its representatives. Prepare schedules of real and depreciable personal property tax abatement reductions, if applicable.
- c) Prepare a preliminary tax increment feasibility analysis to estimate the incremental property tax revenues that might be created by the Project and provide an estimate of the amount of bonds such revenues might support and potential incentive value. Discuss bond options and security needed to market bonds if applicable.
- d) Review developer-prepared tax increment projections and bonding capacity analysis, and provide written feedback to the Client, if applicable.
- e) Prepare financing feasibility analysis based upon a proposed split of tax increment between a developer and the Client, if applicable.

**SCOPE APPENDIX to  
Engagement Letter dated: April 22, 2025  
Between City of Elkhart, Indiana, and  
Baker Tilly Advisory Group, LP**

- f) Prepare a preliminary analysis utilizing both new and existing tax increment considering any outstanding obligations payable from the existing TIF, and additional or leveraged funding such as grants, developer contributions or concessions and other sources of funds, and provide additional incentive options. Research new sources of potential revenue, if applicable.
- g) Discuss preliminary financing feasibility with Client and company representatives and advisors. Attend meetings and participate in conference calls as requested.
- h) If requested by the Client, prepare additional financing feasibility analyses and options as discussions and negotiations evolve.

**COMPENSATION AND INVOICING**

Fees for services set forth in the Scope Appendix will be billed at standard billing rates based upon the actual time and expenses incurred.

Standard Hourly Rates by Job Classification  
1/1/2026

Title	Hourly Rate
Principals / Directors	\$510 - \$705
Managers / Senior Managers	\$330 - \$480
Consultants / Analysts / Senior Consultants	\$210 - \$320
Support // Paraprofessionals // Interns	\$120 - \$230

*\*Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

**BILLING PROCEDURES**

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if other arrangements are made. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.



**SCOPE APPENDIX to  
Engagement Letter dated: April 22, 2025  
Between City of Elkhart, Indiana, and  
Baker Tilly Advisory Group, LP**

- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

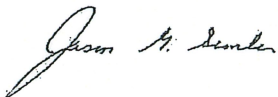
Termination

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

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

BAKER TILLY ADVISORY GROUP, LP



Jason G. Semler, Principal

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: Sandra Schroeder  
Title: President, Elkhart Redevelopment Commission  
Date: 5/15/26

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF  
ICE MILLER LLP FOR ANNEXATION AND COUNTY TIF AREA  
REVIEW AND EVALUATION SERVICES

Whereas, The Commission desires to employ Ice Miller LLC (the “Contractor”) to review potential City annexations of County TIF Areas, subsequent financing opportunities and such other related services as more fully described in the attached Engagement Letter (the “Services”) and the Commission desires to engage the Contractor to perform those Services, as outlined in Engagement Letter presented to and reviewed by the Commission (the “Agreement”); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of the Contractor to provide the Services described in the Agreement.
2. The Commission approves the form and content of the Agreement and all attachments and exhibits thereto.
3. The Commission approves the Fee arrangements specified in the Agreement.
4. The Commission authorizes its officers to execute and deliver the Agreement and to do all acts which they deem necessary and desirable to carry out the terms and obligations contemplated therein, and ratifies all prior actions taken in that regard..

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF JUNE 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

December 2, 2025

WRITER'S DIRECT NUMBER: (317) 236-2268  
internet: [lisa.lee@icemiller.com](mailto:lisa.lee@icemiller.com)

**CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION**

**VIA E-MAIL**

Mr. Michael Huber  
Development Services Director  
201 South 2nd Street  
Elkhart, IN 46516  
E-mail: [Mike.Huber@coei.org](mailto:Mike.Huber@coei.org)

Mr. John Espar  
Corporation Counsel  
229 South 2nd Street  
Elkhart, IN 46516  
E-mail: [John.Espar@coei.org](mailto:John.Espar@coei.org)

Re: City of Elkhart, Indiana  
Letter of Engagement of Ice Miller LLP

Gentlemen:

We are pleased you have asked us to serve as special counsel on the engagement described in this letter and appreciate the opportunity to serve you and the City of Elkhart ("City"). Please take a moment to review this letter (and the enclosed standard Ice Miller terms and conditions) to confirm our mutual understanding regarding the retention of Ice Miller, the scope of the engagement and the basis on which we will provide legal services. .

Client and Nature and Scope of the Relationship

We understand that we will be providing special counsel services with respect to the review of City annexations involving existing Elkhart County ("County") tax allocation areas ("County TIF Areas") and subsequent financings by the County or the County Redevelopment Commission involving the applicable County TIF Areas; statutory review and interpretation of City options; and the initiation and framing of potential options for discussions with the County.

Our engagement is limited to performance of the services related to this matter. Except to the extent otherwise specifically agreed and confirmed by us in writing, this engagement does not extend to advice or representation beyond the scope of the services described herein. We may agree with you to further limit or to expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing. No other party is being represented by us. Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve your interests in this engagement effectively, efficiently, and responsibly while endeavoring to accomplish your objectives in this engagement.

Our engagement is for legal services, and it is understood that you are not relying on us for business, investment or accounting advice or decisions, nor to investigate the character or credit of any person with whom you may be dealing in connection with this matter. We are not financial advisors or municipal advisors as contemplated by the Dodd-Frank Act. I will be the primary contact as to this relationship with Ice Miller LLP. Any questions or concerns that may

Mr. Michael Huber  
Mr. John Espar  
December 2, 2025  
Page 2

arise in this regard may always be directed to me. Sarah Correll, Associate, may also provide services on the engagement.

Compensation; Other Important Terms and Conditions

Our base hourly rates for work performed, absent special engagements or circumstances, are \$475 for Sarah and \$1,020 for work performed by me. The hourly rates of our professionals are periodically reviewed and adjusted upward to reflect the current cost of delivering comparable legal services and other market conditions. The rates set forth herein reflect our 2026 hourly rates. We will bill our legal services on a monthly or quarterly basis depending on time expended.

In addition to fees that we charge for our legal services, we also charge for ancillary services and expenses. Such charges and expenses may include online legal research, mileage, travel expenses and other similar charges specifically applicable to the engagement. Our charges and expenses for such ancillary services are pursuant to a schedule of charges, as the same is revised from time to time. A copy of current charges and expenses is available to you upon request.

Ice Miller's standard Terms and Conditions of Engagements for Legal Services is enclosed. These terms and conditions, which cover various other aspects of this engagement, including provisions regarding termination and withdrawal are important and are to be read as part of this letter, as they apply to this engagement to the same extent as if they were typed as part of this letter.

Acceptance

We hope that this letter and the enclosed Terms and Conditions are helpful and accurately state the scope of the representation. If you have any questions or wish to discuss any portion of this letter, please call me. Please confirm for our records the acceptance of these terms and conditions by signing the copy of this letter in the space provided and return the same to me.

Very truly yours,

ICE MILLER LLP



Lisa A. Lee

LAL

Attachment: Terms and Conditions of Engagement for Legal Services

*[Acknowledgement on next page]*

Mr. Michael Huber  
Mr. John Espar  
December 2, 2025  
Page 3

ACKNOWLEDGED AND AGREED:

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

CITY OF ELKHART, INDIANA

By: Sandra Schreiber

Title: President Elkhart Redevelopment  
Commission

ICE MILLER LLP

### **Terms and Conditions of Engagements for Legal Services**

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

#### **Our Responsibilities**

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

#### **Your Responsibilities**

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

#### **Client(s) Represented**

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the

company. Our representation of you for the matter described in the engagement letter does not give rise to a lawyer client relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group type organizations, our clients would not include their members or other constituents.

#### **How We Will Work For You**

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

#### **How We May Communicate With You**

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

#### **About Our Fees**

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless

otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend in providing services. Our base hourly rates for work performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

#### **Other Charges and Expenses**

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

#### **Estimates**

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

#### **Billing Procedures**

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly or quarterly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

#### **Retainers**

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written agreement to the contrary, we will hold any such retainers

in our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

#### **Future Conflicts of Interest**

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you. For any matters that may be directly or indirectly adverse to yours, we agree to bring the matter to your attention and request a waiver at that time, if appropriate. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

#### **Document Retention**

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. The drafts and work product that we create in relation to our work for you belong to us until such time as any outstanding bill for services has been paid in full. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to keep copies of our work product and to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

#### **Personal Data from the European Economic Area**

If you will be providing the Firm with the personal data of individuals in the European Economic Area during the course of the engagement, then it is your responsibility to obtain all appropriate consents, make any necessary disclosures, and take all other required steps to comply with any applicable data privacy and protection laws and regulations in connection with your use of the Firm's services. As used herein, "personal data" means any information relating to an identified or identifiable natural person, to the extent that such personal data are associated with individuals in the European Economic Area or are otherwise within the scope of the General Data Protection Regulation (EU) 2016/679.

### **Response to Audit Inquiries**

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator  
Ice Miller LLP  
One American Square, Suite 2900  
Indianapolis, Indiana 46282 0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of \$300 and a maximum of \$700, depending on the extent and number of any matters reported. However, the fee may exceed \$700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

### **Termination or Withdrawal**

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open ended without any specific services being described, when more than six months have elapsed from the last time you

requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

### **Certain Limitations**

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

### **Identification of Relationship**

We are pleased that you have chosen Ice Miller LLP as your legal advisor and would like to have your permission to share this with others. By signing the acknowledgement, you hereby grant us the authority to use your name and logo in connection with Ice Miller LLP's marketing activities, including, without limitation, identification of you as a client of Ice Miller LLP on its website and other printed marketing materials and publications issued by Ice Miller LLP. You may revoke the consent granted in this paragraph at any time by contacting our marketing department at [enews@icemiller.com](mailto:enews@icemiller.com).

Revised: July 2018

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

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

WHEREAS, the Commission holds title to, or is in the process of acquiring, real estate located in the City of Elkhart, Indiana, generally consisting of those parcels commonly known as the Courthouse Block, (the "Real Estate") and has determined that the Real Estate shall be offered for sale in furtherance of the economic development plan of the Commission; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission now determines and declares that the highest and best use for the Real Estate shall be to offer it for sale for residential development, limited retail office uses, and public parking.
2. The Offering Sheet for the Real Estate attached hereto is approved, subject to final revision by staff and legal counsel as they deem necessary. The Offering Price for the Real Estate shall be as set forth in the offering sheet.
3. Notice shall be published in accordance with I.C. 5-3-1 which shall contain the information required under IC 36-7-14-22(d), and shall designate the time and place for opening and consideration of all offers submitted.
4. The Commission reserves the right to reject any and all offers submitted, and to make award to the highest and best bidder.
5. The Officers and staff of the Commission are authorized to take all action necessary, and prepare and execute all documents necessary, to carry out the terms of this Resolution.
6. Adopted by unanimous vote on the 9<sup>th</sup> day of June, 2026.

City of Elkhart, Indiana Redevelopment Commission:

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

Attest:

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

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

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana will on the 8<sup>th</sup> day of September, 2026, at 4:00 p.m. (EST), at the Common Council Chambers in the Municipal Building, 229 South Second Street, Elkhart, Indiana, conduct a public meeting to open and consider written offers for the purchase and development of real estate in the City and County of Elkhart, State of Indiana, as follows:

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

Tract 1:

Out Lots Eighty-four (84) and Eighty-five (85) as the said Lots are known and designated on the recorded CORPORATION PLAT of the Town of Elkhart (now City of Elkhart); said Plat being recorded in Deed Record 27, at page 154, in the Office of the Recorder of Elkhart County, Indiana.

TOGETHER WITH the South One-half (S 1/2) of the vacated alley lying North of and adjacent to said Lot Eighty-four (84) and the East One-half (E 1/2) of the vacated alley lying West of and adjacent to said lots Eighty-four (84) and Eighty-five (85).

Being tax code number 20-06-05-451-004.000-012

Tract 2:

Out Lots Eighty-one (81), Eighty-two (82), Eighty-three (83), Eighty-six (86), and Eighty-seven (87), as the said Lots are known and designated on the Recorded CORPORATION PLAT of the Town of Elkhart (now City of Elkhart); said Plat being recorded in Deed Record 27, at page 154, in the Office of the Recorder of Elkhart County, Indiana.

Together with all vacated alleys lying within the block bordered by West High Street on the North, Third Street on the West, Franklin Street on the South and Second Street on the East, in the City of Elkhart, Indiana.

Being tax code numbers 20-06-05-451-001.000-012, 20-06-05-451-002.000-012 & 20-06-05-451-003.000-012.

The Commission believes the highest and best use of this property will be residential, with limited retail/office use, and public parking facility, to be utilized by an entity that will invest in site improvements to be completed and occupied within two years from date of purchase and demonstrate the ability to provide diversification of the City's economic base and otherwise further the execution of the redevelopment plan and best serve the interest of the community, from the stand point of both human and economic value.

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

The Commission may reject any proposals and may make award to the highest and best proposal.

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

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

REDEVELOPMENT COMMISSION  
CITY OF ELKHART, INDIANA

By: Sandra Schreiber, President

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



## **Request for Redevelopment Proposals**

# **Elkhart Courthouse Block Mixed Use Development**

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June 9, 2026

Department of Redevelopment  
City of Elkhart, Indiana

The City of Elkhart Redevelopment Commission invites proposals for the sale of approximately 2.76 acres that was previously in use as the Elkhart County Courthouse in downtown Elkhart. This property is defined by High Street on the north, Second Street on the east, Franklin Street on the south and Third Street on the west within the Downtown Redevelopment Area.

The Redevelopment Commission is interested in development proposals that will include the development of a new public parking structure that will include opportunities for new mixed-use development that will continue the City's current development momentum into the 2<sup>nd</sup> and 3<sup>rd</sup> Street Corridors as defined in the City's Downtown Master Plan.

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## 1. INTRODUCTION & PROJECT DESCRIPTION

The City of Elkhart Redevelopment Commission is pleased to present this Request for Proposals for the redevelopment of the former Elkhart County Courthouse block. The Redevelopment Commission is requesting proposals for the creative inclusion of housing and commercial mixed-use development in conjunction with a new downtown parking structure to be funded by the Redevelopment Commission.

The intent of this RFP is to identify an experienced development partner who can deliver a high-quality urban project aligned with the City's vision for downtown revitalization and long-term land use planning outlined in the City's current Downtown Master Plan.

The City of Elkhart, through the Redevelopment Commission, has acquired and plans to renovate the former Chase Bank building at 121 W. Franklin for the purpose of its new combined Public Safety Center. Additionally, the Redevelopment Commission has worked with Moules & Polyzoides to create the Elkhart Courthouse Block Final Report, which establishes a preferred development concept to inform development proposals. One of the key elements of the project will be to include a new public parking structure that can accommodate approximately 300 vehicles as a part of the redevelopment project. The Redevelopment Commission will use existing TIF resources to provide funding toward the construction of the parking structure, with a preliminary budget estimate based on a cost of \$30,000 per space.

**The project site includes only Site 1 as noted in the Elkhart Courthouse Block Final Report.** The proposed development concept is driven primarily with a focus on new residential development that will continue the current momentum of new activity that has been occurring in the River District and along the South Main Street and Freight Street Corridors. The Redevelopment Commission expects that the project location can support some limited retail/office uses, and the included new parking structure will serve to support both daytime commercial users and the new residential users on Site 1.

The Final Report includes character images and sketches that illustrate the desired architectural character of the proposed development (reference attached renderings) to achieve a cohesively designed development consistent with the existing historic downtown urban design. As this site was previously used as the original Elkhart High School prior to its use as the Courts campus, the Redevelopment Commission has preserved some of the historical High School Façade elements. Developers should consider opportunities to incorporate these elements into the building design, along with incorporating references to the High School history into potential plazas or open spaces included in the site redevelopment.

## 2. PROPERTY/OFFERING

The property consists of the entire block bounded by High Street, Second Street, Franklin Street and Third Street totaling approximately two and three-quarters (2.75) acres in Downtown Elkhart **noted as Site 1 in the Elkhart Courthouse Final Report**. Parcels included in this offering include:

- 20-06-05-451-001.000-012
- 20-06-05-451-002.000-012
- 20-06-05-451-003.000-012
- 20-06-05-451-004.000-012

The Commission is offering to sell all of the included parcels for the price of \$705,000.

The Final Report includes a proposed development concept that encourages a cohesive, mixed-use development incorporating a mix of housing types, structured parking, and commercial frontage. The Report suggests a range of housing types the Redevelopment Commission feels are appropriate for the scale and character of the development and meets missing middle housing needs in the community. The report also suggests a density the Redevelopment Commission feels is appropriate and achievable for the site. These elements are presented to inform the final development proposals and are not strict requirements – development proposals should include the development team’s specific approach to site redevelopment.

- Parking Garage: Approximately 300 spaces
- Commercial/Retail: Approximately 14,000 SF
- Residential: Approximately 100-120 units
  - Liner buildings (3–5 stories, 50–80 du/acre)
  - Sixplex buildings (35–50 du/acre)
  - Rowhouses (20–35 du/acre)

The property is currently zoned Central Business District (CBD). Permitted uses and development requirements can be found in the Elkhart Zoning Ordinance:

<https://www.cityofelkhartin.gov/media/duol33nz/city-of-elkhart-zoning-ordinance.pdf>

The City Planning and Zoning team is in the process of finalizing a new Zoning Code for the Downtown area that will include the regulatory code elements to guide final project design. A draft copy of this code is available as a part of responding to this RFP and developers should be capable of preparing proposals that will meet the intent of the new zoning ordinance requirements.

### **3. PROPOSAL**

The proposal must be submitted to the City of Elkhart Redevelopment Commission no later than Monday, September 7, 2026 at 4:00 pm to the attention of Michael Huber at [mike.huber@cityofelkhartin.gov](mailto:mike.huber@cityofelkhartin.gov). The deadline may be extended at the discretion of the Redevelopment Commission.

The proposal must include the following information:

#### **3.1. COVER LETTER**

Please provide a cover letter on your company or organization's letterhead, indicating your interest in the project and certifying that the proposal is being made on behalf of the company, and that the signatory is an authorized representative. This letter should also include Organization name, address, phone and email.

#### **3.2. COMPANY DESCRIPTION**

Please provide a brief description of the company, history and organizational structure. This description should also identify and provide resumes for all team members with roles and responsibilities relevant to the proposed redevelopment project. Also identify all co-developer entities along with relationship to the developer and role in the project. Finally, please describe your experience with similar projects, including comparable project imagery, unit counts and costs.

#### **3.3. PROJECT SCOPE**

Please include all relevant information including but not limited to the following:

1. Development vision and conceptual design plan. The conceptual design plan should be scaled and include site improvements for the entire project area.
2. Proposed development details including (but not limited to):
  - a. Description of uses (commercial, residential, for-sale, for rent);
  - b. Site plan;
  - c. Building elevations including proposed materials;
  - d. Number of buildings including number of floors and square footage for each building.
3. Project schedule including the start and completion date, as well as timeline for design and construction and any phasing.

#### **3.4. FINANCIAL TERMS**

Please include all relevant information including but not limited to the following:

1. Proposed purchase price

2. Outline of financial terms (comprehensive development pro forma will be expected for development agreement)
3. Anticipated Development budget in excel format, which should include:
  - a. Itemized list of hard costs, soft costs and financing costs
  - b. Detailed sources of funds
4. Details regarding housing unit rents/affordability
5. Details regarding public financial incentives requested for the project

#### **4. EVIDENCE OF FINANCING CAPACITY**

This Request for Proposals (RFP) is directed to interested developers who have demonstrated experience with urban housing and mixed-use developments that include public parking garages. The developer will need to have been in the urban housing development business for a minimum of 10 years. Familiarity with the City of Elkhart's on-going downtown revitalization, demographics, and overall housing market will be beneficial.

Please include information necessary to demonstrate the company's/organization's ability to finance the construction and complete the necessary site improvements. Developers will receive additional points during the evaluation if they demonstrate existing investment/lending commitments and relationships with local/regional lending institutions for the purpose of financing development within the River District.

#### **5. CONTINGENCIES**

Please provide information on any conditions that must be satisfied before the project can proceed.

#### **6. SUBMISSION FORMAT**

Submit one electronic version and one hard copy version of the proposal in a clear and legible format. Proposals must be complete in all respects; incomplete proposals will not be considered. All materials submitted become the property of the Elkhart Redevelopment Commission.

Submission should be sent to:

City of Elkhart Redevelopment Commission  
Attention: Michael Huber  
229 South Second Street  
Elkhart, IN 46516  
[mike.huber@cityofelkhartin.gov](mailto:mike.huber@cityofelkhartin.gov)

## **7. EVALUATION CRITERIA**

In reviewing and evaluating proposals, the Elkhart Redevelopment Commission will consider, in addition to those factors specified in I.C. 36-7-14-22(f), the following:

### **7.1. PROPOSAL**

- Completeness of the proposal
- Quality of the design
- Quality of the redevelopment concept and conformity with the goals, objectives, requirements and density and architectural design parameters of both the Courthouse Block Final Report and the Downtown Master Plan.

### **7.2. TEAM**

- Strength of the overall development team, including commitment and availability of key staff
- Ability to execute/deliver on commitments
- Professional and technical competence as evidenced by:
  - Professional qualifications and specialized experience of the developer and/or development team
  - Current and past performance of the developer and/or development team on similar projects
- Developer and/or development team's financial qualifications, including a proven ability to obtain financing for this project and other similar projects

### **7.3. ADDITIONAL CONSIDERATIONS**

Additional consideration will be given to respondents who seek to maximize the overall economic benefit to the City by:

- Achieving the City's policy goals, as outlined in the Downtown Master Plan
- Maximizing the long-term value to the City through increased tax revenues and economic input
- Maximizing community benefits (e.g. inclusive approach to housing, cultural and neighborhood-serving amenities)
- Ability to secure all financing and complete the property closing within six months of proposal acceptance by the Redevelopment Commission
- Ability to start within a reasonable time period to be specified in the development agreement

**8. PROPOSAL SELECTION TIMELINE**

The City of Elkhart will be hosting an Open House for developers to learn more about and discuss the RFP and the details of the supporting plan documents. After the Open House, formal questions shall be submitted to Michael Huber no later than 4:00pm local time September 7, 2026. The Redevelopment Commission intends to respond in writing or email to all questions that will be an addendum to the RFP, and such information will be provided to all respondents receiving a packet via email. All such addenda shall become a part of the RFP, and all respondents shall be bound by such addenda, whether or not received by the submitter.

RFP Released	6/9/26
Developer Open House	6/20/26
Questions Due	8/7/26
Question Responses Provided	8/14/26
Proposals Due	9/7/26
RDC Opens Proposals	9/8/26
Interviews	9/15/26-10/27/26
Staff Recommendation to RDC	11/10/26

The Redevelopment Commission reserves the right to reject any or all proposals.

All materials submitted through this process become the property of the City of Elkhart’s Redevelopment Commission. With the exception of financial information, these materials are subject to public records request as applicable under federal law.

**9. LEGAL DESCRIPTION**

Tract 1:

Out Lots Eighty-four (84) and Eighty-five (85) as the said Lots are known and designated on the recorded CORPORATION PLAT of the Town of Elkhart (now City of Elkhart); said Plat being recorded in Deed Record 27, at page 154, in the Office of the Recorder of Elkhart County, Indiana.

TOGETHER WITH the South One-half (S ½) of the vacated alley lying North of and adjacent to said Lot Eighty-four (84) and the East One-half (E ½) of the vacated alley lying West of and adjacent to said lots Eighty-four (84) and Eighty-five (85).

Being tax code ID number 20-06-05-451-004.000-012

Tract 2:

Out Lots Eighty-one (81), Eighty-two (82), Eighty-three (83), Eighty-six (86), and Eighty-seven (87), as the said Lots are known and designated on the Recorded CORPORATION PLAT of the Town of Elkhart (now City of Elkhart); said Plat being recorded in Deed Record 27, at page 154, in the Office of the Recorder of Elkhart County, Indiana.

TOGETHER WITH all vacated alleys lying within the block bordered by West High Street on the North, Third Street on West, Franklin Street on the South and Second Street on the East, in the City of Elkhart, Indiana.

## **10. EXHIBITS – SUPPORTIVE DOCUMENTS**

The following documents are included as Exhibits to this RFP, and are intended to support and inform the developer's ability to prepare and submit a complete response:

- Elkhart Courthouse Final Report & Renderings
- Prince Property Group Housing Market Analysis

Additionally, full versions of the following documents can be found on the City of Elkhart's website at this link: [Plans and Studies | City of Elkhart](#)

- Elkhart Downtown Master Plan – Moules & Polyzoides
- Downtown Elkhart Housing Study – Zimmerman/Volk Housing Market Analysis
- Downtown Elkhart Retail Analysis – Gibbs Planning Group

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,  
INDIANA, FOR LABOUR PUMP LITIGATION EXPERT WITNESS 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 file suit to recover the costs of clean-up and related damages; and

Whereas, It will be necessary for Ice Miller to retain experts to assist in the case from time to time and the Commission desires to increase the appropriation of funds to pay those fees as incurred.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission allocates the additional sum of \$50,000.00 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 expert witness fees 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 9th DAY OF JUNE 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

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

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

WHEREAS, the Commission holds title to, or is in the process of acquiring, real estate located in the City of Elkhart, Indiana, generally consisting of those parcels commonly known as 3500 and 3502 S. Main Street, (the "Real Estate") and has determined that the Real Estate shall be offered for sale in furtherance of the economic development plan of the Commission; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission now determines and declares that the highest and best use for the Real Estate shall be to offer it for sale for residential use.
2. The Offering Sheet for the Real Estate attached hereto is approved. The Offering Price for the Real Estate shall be as set forth in the offering sheet.
3. Notice shall be published in accordance with I.C. 5-3-1 which shall contain the information required under IC 36-7-14-22(d), and shall designate the time and place for opening and consideration of all offers submitted.
4. The Commission reserves the right to reject any and all offers submitted, and to make award to the highest and best bidder.
5. The Officers and staff of the Commission are authorized to take all action necessary, and prepare and execute all documents necessary, to carry out the terms of this Resolution.
6. Adopted by unanimous vote on the 9<sup>th</sup> day of June, 2026.

City of Elkhart, Indiana Redevelopment Commission:

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

Attest:

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

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 5/29/26  
Re: 3500-3502 S Main Offering

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Staff is requesting the Commission offer the parcels know as 3500 and 3502 South Main Street to the public for \$106,375 which is the average of 2 appraisals.

## OFFERING SHEET

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

Available Properties	Offered Price
3500 and 3502 S. Main St.	\$106,375.00
Parcel Nos. 20-06-22-251-007.000-011	
And 20-06-22-251-006.000-011	

### Use Requirements:

The highest and best use of the combined parcels of Property is residential. The Commission will not consider separate Lot offers.

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

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

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

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

Parcel I:

Lot Numbered 19 excepting the North 32 feet thereof; as the said Lot is known and designated on the recorded Plat of Lincoln Park Sub-Division, a Subdivision in Concord Township; said Plat being recorded in Plat Book 1, page 122 and 123, in the Office of the Recorder of Elkhart County, Indiana.

EXCEPTING THEREFROM: A part of Lot 19 in Lincoln Park Subdivision, the plat of which is recorded in Plat Book 1, Pages 122-123, and a part of Lot "A" in Snyder's Subdivision of Lot 20 and Part of Lot 21 Lincoln Park Subdivision, the plat of which is recorded in Plat Book 2, Page 71, in the Office of the Recorder of Elkhart County, being a part of the North Half of Section 22, Township 37 North, Range 5 East, Elkhart County, Indiana, and being a part of the land of Instrument Number 2002-05326, described as follows: Beginning at the South corner of said Lot "A"; thence North 45 degrees 40 minutes 00 seconds West (bearings based on the Location Control Route Survey Plat, Project NH-219-5, (recorded in Instrument Number 2002-09261, in the Office of the Recorder of Elkhart County) 144.00 feet along the Southwestern line of said Lot A and Lot 19 to the West corner of the grantor's land; thence North 44 degrees 20 minutes 00 seconds East 17.00 feet along the Northwestern line of the grantor's land to a point designated as "11101" on said plat; thence South 45 degrees 40 minutes 00 seconds East 144.00 feet to the Southeastern line of said Lot "A"; thence South 44 degrees 20 minutes 00 seconds West 17.00 feet along the Southeastern line of said Lot "A" to the point of beginning and containing 2,448 square feet, more or less, inclusive of the presently existing right-of-way which contains 1,008 square feet, more or less, for a net additional taking of 1,440 square feet, more or less

Street Address: 3500 S. Main St., Elkhart, IN 46517

Parcel No.: 20-06-22-251-006.000-011

Lot Lettered "A" as the said Lot is known and designated on the recorded Plat of Snyder's Sub-Division of Lot 20 & Part of Lot 21, Lincoln Park Sub-Division, a Subdivision in Concord Township; said Plat being recorded in Plat Book 2, page 71, in the Office of the Recorder of Elkhart County, Indiana.

EXCEPTING therefrom the following to the State of Indiana for highway purposes, being described as follows:

A part of Lot 19 in Lincoln Park Subdivision, the plat of which is recorded in Plat Book 1, pages 122-123, and a part of Lot "A" in Snyder's Subdivision of Lot 20 and Part of Lot 21 Lincoln Park Subdivision, the plat of which is recorded in Plat Book 2, page 71 in the Office of the Recorder of Elkhart County, being a part of the North half of Section 22, Township 37 North, Range 5 East, Elkhart County, Indiana, and being a part of the land of Instrument Number 2002-05326, lying within the right of way lines depicted on the Right of Way Parcel Plat, described as follows:

Beginning at the South corner of said Lot "A"; thence North 45 degrees 40 minutes 0 seconds West (bearings based on the Location Control Route Survey Plat, Project NH-219-5 ( ), recorded in Instrument Number 2002-09261 in the Office of the Recorder of Elkhart County) 144 feet along the Southwestern line of said Lot A and Lot 19 to the West corner of the grantor's land; thence North 44 degrees 20 minutes 0 seconds East 17 feet along the Northwestern line of the grantor's land to a point designated as "11101" on said plat; thence South 45 degrees 40 minutes 0 seconds East 144 feet to the Southeastern line of said Lot "A"; thence South 44 degrees 20 minutes 0 seconds West 17 feet along the Southeastern line of said Lot "A" to the point of beginning.

Street Address 3502 S. Main St., Elkhart, IN 46517

Parcel No.: 20-06-22-251-007.000-011

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

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana will on the 14<sup>th</sup> day of July, 2026, at 4:00 p.m. (EDT), at the Common Council Chambers in the Municipal Building, 229 South Second Street, Elkhart, Indiana, conduct a public meeting to open and consider written offers for the purchase of real estate in the City and County of Elkhart, State of Indiana, as follows:

Parcel I:

Lot Numbered 19 excepting the North 32 feet thereof; as the said Lot is known and designated on the recorded Plat of Lincoln Park Sub-Division, a Subdivision in Concord Township; said Plat being recorded in Plat Book 1, page 122 and 123, in the Office of the Recorder of Elkhart County, Indiana.

EXCEPTING THEREFROM: A part of Lot 19 in Lincoln Park Subdivision, the plat of which is recorded in Plat Book 1, Pages 122-123, and a part of Lot "A" in Snyder's Subdivision of Lot 20 and Part of Lot 21 Lincoln Park Subdivision, the plat of which is recorded in Plat Book 2, Page 71, in the Office of the Recorder of Elkhart County, being a part of the North Half of Section 22, Township 37 North, Range 5 East, Elkhart County, Indiana, and being a part of the land of Instrument Number 2002-05326, described as follows: Beginning at the South corner of said Lot "A"; thence North 45 degrees 40 minutes 00 seconds West (bearings based on the Location Control Route Survey Plat, Project NH-219-5, (recorded in Instrument Number 2002-09261, in the Office of the Recorder of Elkhart County) 144.00 feet along the Southwestern line of said Lot A and Lot 19 to the West corner of the grantor's land; thence North 44 degrees 20 minutes 00 seconds East 17.00 feet along the Northwestern line of the grantor's land to a point designated as "11101" on said plat; thence South 45 degrees 40 minutes 00 seconds East 144.00 feet to the Southeastern line of said Lot "A"; thence South 44 degrees 20 minutes 00 seconds West 17.00 feet along the Southeastern line of said Lot "A" to the point of beginning and containing 2,448 square feet, more or less, inclusive of the presently existing right-of-way which contains 1,008 square feet, more or less, for a net additional taking of 1,440 square feet, more or less

Street Address: 3500 S. Main St., Elkhart, IN 46517

Parcel No.: 20-06-22-251-006.000-011

Lot Lettered "A" as the said Lot is known and designated on the recorded Plat of Snyder's Sub-Division of Lot 20 & Part of Lot 21, Lincoln Park Sub-Division, a Subdivision in Concord Township; said Plat being recorded in Plat Book 2, page 71, in the Office of the Recorder of Elkhart County, Indiana.

EXCEPTING therefrom the following to the State of Indiana for highway purposes, being described as follows:

A part of Lot 19 in Lincoln Park Subdivision, the plat of which is recorded in Plat Book 1, pages 122-123, and a part of Lot "A" in Synder's Subdivision of Lot 20 and Part of Lot 21 Lincoln Park Subdivision, the plat of which is recorded in Plat Book 2, page 71 in the Office of the Recorder of Elkhart County, being a part of the North half of Section 22, Township 37 North, Range 5 East, Elkhart County, Indiana, and being a part of the land of Instrument Number 2002-05326, lying within the right of way lines depicted on the Right of Way Parcel Plat, described as follows:

Beginning at the South corner of said Lot "A"; thence North 45 degrees 40 minutes 0 seconds West (bearings based on the Location Control Route Survey Plat, Project NH-219-5 ( ), recorded in Instrument Number 2002-09261 in the Office of the Recorder of Elkhart County) 144 feet along the Southwestern line of said Lot A and Lot 19 to the West corner of the grantor's land; thence North 44 degrees 20 minutes 0 seconds East 17 feet along the Northwestern line of the grantor's land to a point designated as "11101" on said plat; thence South 45 degrees 40 minutes 0 seconds East 144 feet to the Southeastern line of said Lot "A"; thence South 44 degrees 20 minutes 0 seconds West 17 feet along the Southeastern line of said Lot "A" to the point of beginning.

Street Address: 3502 S. Main St., Elkhart, IN 46517

Parcel No.: 20-06-22-251-007.000-011

The Commission believes the highest and best use of this property will be residential use, to be utilized by an entity that will invest in site improvements to be completed and occupied within two years from date of purchase and demonstrate the ability to provide diversification of the City's economic base and otherwise further the execution of the redevelopment plan and best serve the interest of the community, from the stand point of both human and economic value.

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

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

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

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

REDEVELOPMENT COMMISSION  
CITY OF ELKHART, INDIANA

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

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

# Memo

To: Redevelopment Commission Members  
From: Jacob Wolgamood  
Date: 6/5/2026  
Re: Furnishing City Offices at Woodland Crossing

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The newly constructed city office space located at Woodland Crossing will require furnishings for Development Services staff prior to beginning operations. Due to the nature of outfitting an office space of this size and nature, it has been determined that the Request for Proposals approach for delivery is preferred.

The office space for Development Services located at suite 138-1 at Woodland Crossing is scheduled for completion by the end of June, 2026. In order to for the department to function at a high level, it is being requested the Redevelopment Commission authorize the Request for Proposals (RFP) in order to select a consultant or contractor who possesses the necessary skills to design, procure, deliver, install, and commission a turn-key office space.

The Department of Redevelopment is requesting permission to issue this RFP for Development Services Furniture, Fixtures, and Equipment. Project funding to be allocated from the 2026 Consolidated TIF budget.

Legal Notice – Elkhart Truth – Publish June 13<sup>th</sup> and 20<sup>th</sup>, 2026

NOTICE TO CONSULTANTS AND CONTRACTORS

The City of Elkhart, Indiana, through its Department of Redevelopment, will receive proposals for the following project: *Development Services Furniture, Fixtures, and Equipment*.

Project Summary: This request for proposals includes, but is not limited to, outfitting a 2,743 square foot governmental office space with desks, cubicles, seating, storage, and conference room amenities.

Proposals shall be filed with:

Sherry Weber, Development Services Office Administrator  
City of Elkhart Permit Center  
229 S 2nd St.  
Elkhart, IN 46516

Proposals will be accepted during the hours of 8:00 a.m. to 4:30 p.m. (ET) Monday-Friday and up until 4:00 p.m. (ET) on Tuesday, July 14, 2026 (the Deadline). All proposals received by the Office Administrator prior to the Deadline will be acknowledged at the meeting of the Redevelopment Commission scheduled to start at 4:00 p.m. (ET) on Tuesday, July 14, 2026. Any proposal received after the Deadline will be returned unopened. After proposals have been reviewed by an evaluation team, the Commission will take action based on the evaluation team's recommendation.

The Request for Proposals may be obtained from the following sources:

1. [www.elkhartplanroom.com](http://www.elkhartplanroom.com) (download fees may apply)
2. Printed from Triangle Digital Printing, Mishawaka via [www.elkhartplanroom.com](http://www.elkhartplanroom.com)
3. Viewed at City of Elkhart Development Services 201 S 2<sup>nd</sup> St., Elkhart, IN 46516

The Commission reserves the right to waive informalities or irregularities, to award to the Offeror(s) whose proposal is determined to be most advantageous to the City, and to reject any and all proposals or portions thereof.

City of Elkhart, Redevelopment Commission  
Sandra Schreiber, President

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CHANGE ORDER NO. 1 FOR PREMIUM CONCRETE SERVICES CONTRACT FOR PARK 131 PROJECT

Whereas, The Commission has contracted with Premium Concrete Services (“PCS”) to construct a pocket park at the corner of W. Lexington Avenue and S. Main Street in the City of Elkhart and needs to remove and replace certain adjacent sidewalk sections which do not meet ADA requirements; and

Whereas, the Commission has received and reviewed Change Order No. 1 attached hereto (the “Change Order”) for PCS to perform those additional services which result in a net increase of \$6,827.00 in the contract price; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Change Order be approved and the PCS contract be amended to increase the total contract price by an additional \$6,827.00 and the funds appropriated to pay the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Change Order and the increase of the PCS Contract Price to \$256,677.00.
2. The Commission allocates the sum of \$6827.00 from the Downtown Allocation Area No. 1 Special Fund, Account No. 4445-5-000-4430100, to cover the additional cost of the Services. All unused funds to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to execute and deliver the Change Order and do all other acts as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 9th DAY OF JUNE 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

# Memo

To: Redevelopment Commission Members

From: Jacob Wolgamood

Date: 5/26/26

Re: Park 131, Change Order #1

---

Premium Services has provided a change order for the Park 131 Project. This change order addresses damaged sidewalk adjacent to the project. The additive change order is for \$6,827.00.

During the layout for the concrete to be placed for the project, Premium Services identified several sections of sidewalk adjacent to the project that was in poor condition. Upon further inspection it was determined the damage was significant enough to no longer meet ADA requirements for sidewalks in the city's right-of-way. Premium Services surveyed the area and will remove and replace the damaged area at the contract cost per square foot.

We are requesting the Redevelopment Commission approve the Premium Services change order for the amount of \$6,827.00. Funding to be allocated from the 2026 Downtown TIF budget.



# PCO #1

5/12/2026

## Premium Services

712 Richmond Street

Elkhart, IN 46516

Contact: Mark Huckleberry Cell 574-336-9111

PCO to:

City of Elkhart

Job Name: Park 131

Elkhart, Indiana

Date of plans: 1/16/2026

Attn: Jacob Wolgamood

Phone:

574-361-8609

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Below is screen shot of Itemized proposal

3	Pavement Removal	50	LF	\$38.00	\$1,900.00
4	Concrete, 4"	1700	SF	\$14.00	\$23,800.00

Actual LF & SF below:

Sidewalk Removal 41.5LF @ \$38.00 =

\$1,577.00

4" ADA Sidewalk replacement 375SF @ \$14.00 =

\$5,250.00

Total Requested

\$6,827.00



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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING REQUEST FOR BIDS FOR  
E. WINDSOR AND CASSOPOLIS STREET SIDEWALK, LIGHTING AND  
STORMWATER IMPROVEMENTS AND FORM OF AGREEMENT

Whereas, the Commission desires to issue a Request for Bids pertaining to the construction of sidewalks, lighting and stormwater improvements along E. Windsor Avenue and Cassopolis Street (the "Services"), as more fully described in the attached form of Request for Bids (the "RFB") and Standard Form of Agreement (the "Agreement"); and

Whereas, the Commission now finds that the improvements described therein are necessary and will lead to significant and beneficial improvements to the Cassopolis TIF Area, and that the RFB with Agreement are in proper form and content and should be approved for issuance.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the form and terms of the RFB and Agreement and authorizes the issuance thereof.
2. The staff will cause a notice to be published of the request for bids designating that the Commission will open and consider written proposals for performance of the work at its public meeting on July 14, 2026.
3. The Officers of the Commission are hereby authorized to execute and deliver all the documents and to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 9TH DAY JUNE 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

# Memo

To: Redevelopment Commission Members  
From: Jacob Wolgamood  
Date: 5/27/2026  
Re: Windsor Sidewalk and Cassopolis Lighting Project

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E Windsor Ave., between SR 19 (Cassopolis St.) and Johnson St., features a bus stop, retail shopping, restaurants, a new extended stay hotel, and other services within a walkable distance. However, this area lacks sidewalks and other pedestrian infrastructure making walking undesirable and unsafe.

The City and State have invested in pedestrian connections and safety measures along Cassopolis St., Northpoint Blvd., and in the recent streetscape project along the Indiana Toll Road. The sidewalk along E Windsor Ave. will compliment these investments and will provide a safe, accessible way for residents and visitors to explore the area without a vehicle.

On April 8<sup>th</sup>, 2025, the Commission awarded a professional services contract to Danch Harner & Associates (DHA) for the development of construction documents and cost estimates for the Windsor and Cassopolis Street Pedestrian Access and Lighting Design and Engineering Project (Windsor Sidewalk and Cassopolis Lighting Project). DHA has provided the city with signed and sealed construction plans, specifications, and an engineer's estimate of \$321,000 for construction costs to complete the project.

Based on our desire and responsibility to create safe walkable and accessible connections to businesses, lodging, and public transportation, the Department of Redevelopment is requesting permission to solicit bids for the construction of the Windsor Sidewalk and Cassopolis Lighting Project. Project funding to be allocated from the 2026 Cassopolis TIF budget.

Legal Notice – Elkhart Truth – Publish June 13<sup>th</sup> and 20<sup>th</sup>, 2026

NOTICE TO BIDDERS

The City of Elkhart, Indiana, through its Department of Redevelopment, will receive sealed bids for the following project: *Windsor Sidewalk and Cassopolis Lighting*

Project Summary: The construction of pedestrian, lighting, and stormwater improvements along E Windsor Ave. and Cassopolis St. (SR 19) as outlined in the construction plans and specifications.

Bids shall be filed with:  
Sherry Weber, Development Services Office Administrator  
City of Elkhart Permit Center  
229 S 2nd St.  
Elkhart, IN 46516

Bids will be accepted during the hours of 8:00 a.m. to 4:30 p.m. (ET) Monday-Friday and up until 4:00 p.m. (ET) on Tuesday, July 14, 2026 (the Deadline). All bids received by the Office Administrator prior to the Deadline will be reviewed at the meeting of the Redevelopment Commission scheduled to start at 4:00 p.m. (ET) on Tuesday, July 14, 2026. Any bid received after the Deadline will be returned to the bidder unopened. After review of the bids, the Commission will take action based on staff recommendation.

Bid packets may be obtained from the following sources:

1. [www.elkhartplanroom.com](http://www.elkhartplanroom.com) (download fees may apply)
2. Printed from Triangle Digital Printing, Mishawaka via [www.elkhartplanroom.com](http://www.elkhartplanroom.com)
3. Viewed at City of Elkhart Development Services 201 S 2<sup>nd</sup> St., Elkhart, IN 46516

Bids must be submitted on the State of Indiana Contractor's Bid for Public Work – Form 96 (Rev. 2013). Form 96 may be downloaded at: <https://www.in.gov/sboa/about-us/electronic-forms/>

A certified check or bank draft drawn on a solvent bank in the State of Indiana, payable without condition to the City of Elkhart, or a satisfactory bid bond executed by bidder and surety company in an amount not less than five (5) percent of the bid, shall be submitted with each bid.

Any deviation from the bid documents must be explained by bidder.

A bid, proposal, or quotation submitted by a trust must identify each beneficiary of the trust and each settler empowered to revoke or modify the trust.

The Commission will award a contract to the lowest responsive and responsible bidder. The Commission reserves the right to waive informalities or irregularities, and to reject any and all bids or portions thereof.

City of Elkhart, Redevelopment Commission  
Sandra Schreiber, President



**WINDSOR SIDEWALK AND CASSOPOLIS LIGHTING**  
**CONTRACT**

This Agreement is made and entered into this [redacted] day of [redacted], 2026, by and between **THE CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT, A MUNICIPAL CORPORATION** (“CITY”), and \_\_\_\_\_ (“CONTRACTOR”).

The CITY and the CONTRACTOR, mutually agree as follows:

Article 1.      **WORK**

Contractor shall complete all Work as specified in the Contract Documents. The Work is generally described as follows:

**The construction of pedestrian, lighting, and stormwater improvements along E Windsor Ave. and Cassopolis St. (SR 19) as outlined in the construction plans and specifications.**

Article 2.      **CONTRACT PRICE \$ [redacted]**

Owner shall pay Contractor for performance of the work in accordance with payment requests submitted in a timely fashion.

Owner may withhold liquidated damages in accordance with Articles 4, 5 and 6 of this Contract.

Article 3.      **CONTRACT DOCUMENTS**

This Contract includes the 2019 Standard Specifications for Construction for the City of Elkhart, Indiana, Public Works and Utilities Department and the following attached and incorporated documents:

1. Legal Notice
2. This Contract
3. Certification Regarding Investments in Iran
4. Title VI Certification
5. Employment Verification Affidavit

6. Supplemental Information
7. Special Notes & Requirements
8. Project Specifications
9. Itemized Proposal
10. Certified Bid Summary Form
11. Project Plans
12. Bid form 96 (Revised 2013)
13. Performance Bond, Payment Bond, and Maintenance Bond by Contractor
14. Certificate of Liability Insurance by Contractor
15. Acknowledgement of any/all Addenda
16. Electronic Funds Transfer Documents

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
- B. Underground Work Start and Finish Dates
- C. Testing if Required by Contract Specifications
- D. Pavement Work
- E. Landscaping
- F. Traffic Striping and Signage
- G. Erosion Control Start and Finish Dates

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 July 14, 2026. 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 **\$200.00 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)** for each day elapsing after the two calendar days following notification and until the correction of the identified deficient devices.
- 6.2 Owner and Contractor recognize that failure to apply tack coat during construction of HMA Pavement, both between existing surfaces and new HMA surface layers is a breach of this Contract. It is agreed between the parties that if the Contractor fails to apply tack coat between all layers of pavement during construction of HMA Pavement, the City may withhold from such sums as may be payable to the Contractor under the terms of this Contract an amount equal to **ten dollars (\$10.00) per square yard** where the tack coat was not applied.
- 6.3 Owner and Contractor recognize that construction activity causing a dry weather Combined Sewer Overflow (CSO) is a violation Federal and State policy, and the City of Elkhart's Consent Decree, 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 thousand five hundred dollars (\$2,500.00) per dry weather CSO event** where the City deems that actions by the Contractor caused the dry weather CSO event.
- 6.4 Owner and Contractor recognize that construction activity during a wet weather event, which restricts typical wet weather flow, causing an isolated single Combined Sewer Overflow (CSO) in the City's system is a violation Federal and State policy, and the City

of Elkhart's Consent Decree, 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 thousand five hundred dollars (\$2,500.00) per wet weather CSO event** where the City deems that actions by the Contractor contributed to the isolated wet weather CSO event.

#### Article 7. MISCELLANEOUS

- 7.1 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.
- 7.2 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.
- 7.3 Contractor, its successors, assigns, and legal representatives shall perform and comply with all covenants, agreements, and obligations contained in the Contract Documents.
- 7.4 Owner shall comply with the covenants and agreements contained in the Contract Documents.
- 7.5 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.
- 7.6 The Contractor shall not pay cash to any individual employed by the Contractor for work done by the individual on the Project.
- 7.7 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 8. E-VERIFY REQUIREMENT

- 8.1 All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section.
- 8.2 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.

- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

Article 9. 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.

Signed: \_\_\_\_\_

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



**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

\_\_\_\_\_  
Printed

\_\_\_\_\_  
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: \_\_\_\_\_  
Contractor

ATTEST: \_\_\_\_\_  
Witness

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of \_\_\_\_\_ named as Contractor herein and said Agreement  
was duly signed for and in behalf of said \_\_\_\_\_ by authority of its governing body,  
and is within the scope of corporate powers.

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

REDEVELOPMENT COMMISSION  
CITY OF ELKHART, INDIANA

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

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

**EMPLOYMENT VERIFICATION AFFIDAVIT**

I, \_\_\_\_\_, 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 \_\_\_\_\_ (the "Employer") in the position of \_\_\_\_\_.
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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

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

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: \_\_\_\_\_

## SUPPLEMENTAL INFORMATION

The following supplemental items are project specific.

1. Contractor shall incorporate into their schedule the city's milling and paving project for Windsor Ave. and Coast Ct. which will be taking place between September 8<sup>th</sup>, 2026 and September 17<sup>th</sup>, 2026. The city's current schedule has one day allotted for milling of Windsor Ave. and Coast Ct., and three days for paving Windsor Ave. and Coast Ct. The contractor is expected to work with city crews and their subcontractors during this time to ensure both projects are successful and completed on time.
2. The replacement lighting along State Road 19 may require permitting for traffic control. All permitting and traffic control are the responsibility of the contractor.

## SPECIAL NOTES & REQUIREMENTS

### 1. Bid Proposal Submittal

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

1. Certified Bid Summary Form
2. Contractor's Bid for Public Work - Form 96 (Rev.2013) including the Non-Collusion Affidavit. This form can be found at <https://www.in.gov/sboa/about-us/electronic-forms/>
3. Bid Bond or Certified Check
4. Signed Receipt of any/all Addendum
5. Financial Statement (as required by Form 96)
6. Schedule
7. Itemized Proposal, where applicable

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

### 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 rights-of-way; steel foundry projects and other general requirements for all City projects.

### 3. Pre-Construction Meeting

Prior to the start of contracted work a pre-construction meeting with city departments shall be arranged to review project concerns. When applicable, the contractor shall present a traffic maintenance plan at this meeting for review.

### 4. Permits

Unless otherwise noted in the contract, all permits shall be acquired by the contractor.

### 5. Matching Old Work

Where new work is to be fitted to old work, the Contractor shall check all leading dimension and conditions in the field and report any errors or discrepancies to the Engineer or assume responsibility for their correctness and fit of new parts to the old. If such parts do not fit properly, the Contractor shall make and pay for such alterations or new parts as may be necessary to assure proper fits and connections meeting the approval of the Engineer.

### 6. Bidder's Questions

Bidders are requested to submit any pre-bid questions in writing. Questions must be received at least forty-eight hours prior to the deadline. Questions may or may not be addressed by addendum as deemed appropriate by the city.

Questions submitted by email:

Jacob Wolgamood [jacob.wolgamood@cityofelkhart.in.gov](mailto:jacob.wolgamood@cityofelkhart.in.gov)

Questions submitted by Postal Service:  
Development Services Office Admin.  
City of Elkhart Permit Center  
229 S 2nd St., Elkhart, IN 46516

## 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:

### MOBILIZATION AND DEMOBILIZATION

*Prevailing Elkhart Standard Specifications, Division B: 1.1*

Basis of Payment

- 1.) 1 LSUM Mobilization and Demobilization, Max 10%

### CONSTRUCTION STAKING

*Prevailing Elkhart Standard Specifications, Division B: 1.2*

Basis of Payment

- 2.) 1 LSUM Construction Staking

### MAINTENANCE OF TRAFFIC

*Prevailing Elkhart Standard Specifications, Division B: 1.3*

The Contractor may close one lane on Cassopolis Street between Windsor Avenue and Northpointe Boulevard during construction; access must be maintained for all local businesses. One lane on Cassopolis Street shall remain fully open at all times.

Basis of Payment

- 3.) 1 LSUM Maintenance of Traffic

### POLLUTION PREVENTION AND EROSION CONTROL

*Prevailing Elkhart Standard Specifications, Division B: 2.3*

Basis of Payment

- 4.) 1 LSUM Pollution Prevention and Erosion Control

### CURB REMOVAL

*Prevailing Elkhart Standard Specifications, Division B: 3.3*

Basis of Payment

- 5.) 234 LFT Curb Removal

### TRENCH DRAIN COVER

*Prevailing Elkhart Standard Specifications, Division B: 5.11*

Basis of Payment

- 6.) 35 EACH 36-IN Trench Grate, Neenah R-4990-LX, or approved equal  
These grates shall be retrofitted onto the existing curb turnout drains where the proposed sidewalk crosses said drains. The type of grate openings shall be perpendicular to the direction of travel so that they will not be detrimental to the traveling public.

**ADA SIDEWALKS, LANDINGS AND RAMPS**

*Prevailing Elkhart Standard Specifications, Division B: 6.4*

Basis of Payment

- 7.) 10,740 SFT ADA Sidewalk, 4"
- 8.) 966 SFT ADA Sidewalk Ramp, 4"
- 9.) 260 SFT ADA Detectable Warning Pad

**CONCRETE CURB/GUTTER**

*Prevailing Elkhart Standard Specifications, Division B: 6.5*

Basis of Payment

- 10.) 234 LFT Concrete Curb

**PAVEMENT TRAFFIC MARKINGS**

*Prevailing Elkhart Standard Specifications, Division B: 8.1*

Basis of Payment

- 11.) 720 LFT Line, Crosswalk Bar, Thermoplastic, Solid White, 6-Inch
- 12.) 70 LFT Line, Piano Key, Thermoplastic, Solid White, 2-FT Wide

**TRAFFIC SIGNS AND SIGNAGE**

*Prevailing Elkhart Standard Specifications, Division B: 8.3*

Basis of Payment

- 13.) 2 EACH Sign Ground Mounted, W11-2 and W16-7P
- 14.) 2 EACH Sign Ground Mounted, W11-2 and W16-9P

**LIGHTING**

*Prevailing Elkhart Standard Specifications, Division B: 8.4*

Basis of Payment

- 15.) 23 EACH Lighting Assembly, 14-Foot, 5-Inch Dia., Removal  
Each existing lighting assembly indicated on the plans shall be removed and returned to the City. The removal shall be done in such a way as to preserve as much of the existing foundation and electrical circuitry to the greatest extent possible.
- 16.) 23 EACH Lighting Assembly, 20-Foot, 5-Inch Dia., Beacon
- 17.) 1 EACH Aluminum Pole, 25-foot, 5-Inch Dia.,
- 18.) 1 EACH Lighting Assembly, 25-Foot, 5-Inch Dia., Kim Lighting, WP9L2-108L-550-4K7-3
- 19.) 76 LFT Electrical Conduit, 2-Inch, Trench
- 20.) 76 LFT Cable, Pole Circuit, THWN, NO. 10 Copper, Stranded 1/C
- 21.) 1 EACH Lighting Foundation, Concrete with Grounding

**LANDSCAPING**

*Prevailing Elkhart Standard Specifications, Division B: 9.2*

Basis of Payment

- 22.) 980 SYD Sod

**ITEMIZED PROPOSAL**  
**WINDSOR SIDEWALK AND CASSOPOLIS LIGHTING**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Mobilization and Demobilization, Max 10%	1	LSUM		
2	Construction Staking	1	LSUM		
3	Maintenance of Traffic	1	LSUM		
4	Pollution Prevention and Erosion Control	1	LSUM		
5	Curb Removal	234	LFT		
6	36-IN Trench Grate, Neenah R-4990-LX or Equal	35	EA		
7	ADA Sidewalk, 4"	10740	SFT		
8	ADA Sidewalk Ramp, 4"	966	SFT		
9	ADA Detectable Warning Pad	260	SFT		
10	Concrete Curb	234	LFT		
11	Line, Crosswalk Bar, Thermoplastic, Solid White, 6"	720	LFT		
12	Line, Piano Key, Thermoplastic, Solid Wire, 2' Wide	70	LFT		
13	Sign, Ground Mounted, W11-2 and W16-7P	2	EA		
14	Sign, Ground Mounted, W11-2 and W16-9P	2	EA		
15	Lighting Assembly, 14', 5" Dia., Removal	23	EA		
16	Lighting Assembly, 20', 5" Dia., Beacon	23	EA		
17	Aluminum Pole, 25', 5" Dia.	1	EA		
18	Lighting Assembly, 25', 5" Dia., Kim Lighting WP9L2...	1	EA		
19	Electrical Conduit, 2", Trench	76	LFT		
20	Cable, Pole Circuit, THWN, No. 10 Copper, Stranded 1/C	76	LFT		
21	Lighting Foundation, Concrete with Grounding	1	EA		
22	Sod	980	SYD		

**TOTAL = \_\_\_\_\_**

**CERTIFIED BID SUMMARY FORM**  
**WINDSOR SIDEWALK AND CASSOPOLIS LIGHTING**

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.**

\_\_\_\_\_ I have included a completed **Form 96 (Rev. 2013)**

\_\_\_\_\_ I have included the **Bid Bond or Certified Check**

\_\_\_\_\_ I have included a **Financial Statement**, as required by Form 96

\_\_\_\_\_ I have included a **Schedule**

\_\_\_\_\_ I have included an **Itemized Proposal** where applicable

**Base Bid**      \$ \_\_\_\_\_

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: \_\_\_\_\_

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

Contractor's Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING FUNDING REQUEST FOR  
ULLERY PARK ENHANCEMENT PROJECT AND ALLOCATING FUNDS

Whereas, The Commission has received and reviewed the Elkhart Parks Department plan for for the construction of the Ullery Park Enhancements (the “Project”); and

Whereas, the Project requires certain public facilities and improvements including splash pad, toddler playground, pavilion, and broad park improvements including landscaping, lighting, wayfinding signage, benches, picnic tables, bike rack, trash cans, parking lot and pathways (the “Public Improvements”) at a cost to be funded in part by a \$45,000 grant from the designated CDBG grant year, and the Commission believes it is in the best interest of the City and its inhabitants that the funds be allocated to cover the cost.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Project and the use of Community Development Block Grants funds to help pay the cost of the Public Improvements.
2. The Commission allocates HUD Community Development Block Grant funds from the following grant years in the following amounts to cover the cost of the Public Improvements:

PY 2025 Grant B21-MC-180015 in the amount of \$6,122.00  
PY 2026 Grant B21-MC-180015 in the amount of \$38,878.00.

To be assigned to the following General Ledger Account Number: 2226-5-631-4314340, for public facilities and improvements.

3. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 9th DAY OF JUNE 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

June 3, 2026

# Memorandum

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**To:**  
Elkhart Redevelopment  
Commission

Resolution to approve commitment of \$ 45,000 of HUD CDBG funds for play ground equipment as part of a Ullery Park Enhancement Project which includes a picnic pavilion, splash pad, parking lot and pathways and play ground equipment. The Elkhart Park Department is implementing the project.

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

The funds will be allocated from public facilities and improvements.

**Re:**  
HUD - Community  
Development Block  
Grant (CDBG)  
Ullery Park  
Enhancement Project

The original and first "park facilities," play ground equipment at Ullery Park were funded by Elkhart CDBG funds in 2021.

---

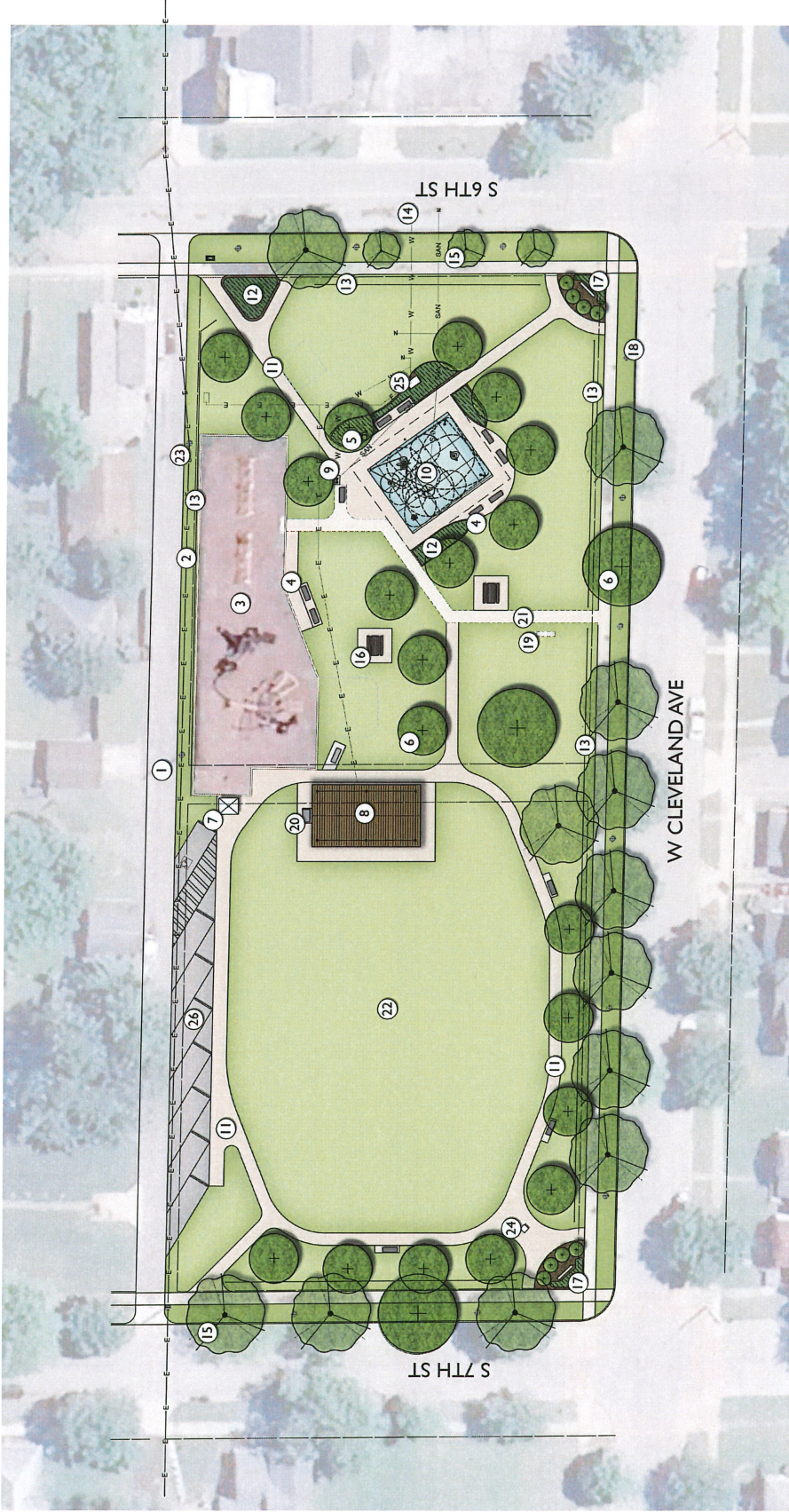
**City of Elkhart**

Tel 574.294.5471 x1062

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

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





**KEY NOTES**

- ① ALLEY
- ② EXISTING OVERHEAD UTILITY
- ③ EXISTING PLAYGROUND TO REMAIN
- ④ NEW BENCHES
- ⑤ NEW TRASH RECEPTACLE
- ⑥ NEW SHADE TREE, TYP.
- ⑦ PORTABLE RESTROOM
- ⑧ NEW PICNIC SHELTER (24X44)
- ⑨ NEW DRINKING FOUNTAIN
- ⑩ NEW SPLASH PAD
- ⑪ NEW SIDEWALK
- ⑫ NEW LANDSCAPE PLANTINGS
- ⑬ NEW 4' FENCE
- ⑭ CONNECT TO WATER AND SANITARY
- ⑮ EXISTING TREE, TYP.
- ⑯ NEW PICNIC TABLE
- ⑰ PARK SIGN WITH LANDSCAPE PAINTINGS
- ⑱ EXISTING DECORATIVE STREET LIGHTS
- ⑲ EXISTING KIOSK TO REMAIN
- ⑳ NEW LARGE GROUP GRILL
- ㉑ EXISTING WALK TO REMAIN
- ㉒ OPEN SPACE/EVENT LAWN
- ㉓ CONNECT TO ELECTRICAL SERVICE
- ㉔ PARK INTERPRETIVE SIGNAGE (LOCATION AND TYPE TBD)
- ㉕ SPLASH PAD CONTROL CABINET
- ㉖ NEW ANGLED PARKING

**Ullery Park - Revised Concept**

Elkhart, Indiana

1/22/2026





Rendered in Bloom Bay Palette

### Ullery Park Toddler Area - Option Six



Rendered in Bloom Bay Palette

Ullery Park  
Toddler Area - Option Six



A PLAYCORE Company

www.gametime.com



www.sinclair-rec.com



Rendered in Bloom Bay Palette

### Ullery Park Toddler Area - Option Six



A PLAYCORE Company

www.gametime.com



www.sinclair-rec.com



Rendered in Bloom Bay Palette

Ullery Park  
Toddler Area - Option Six



Rendered in Bloom Bay Palette

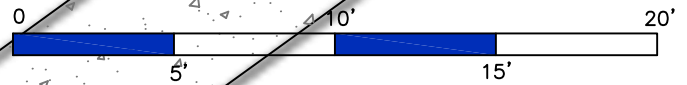
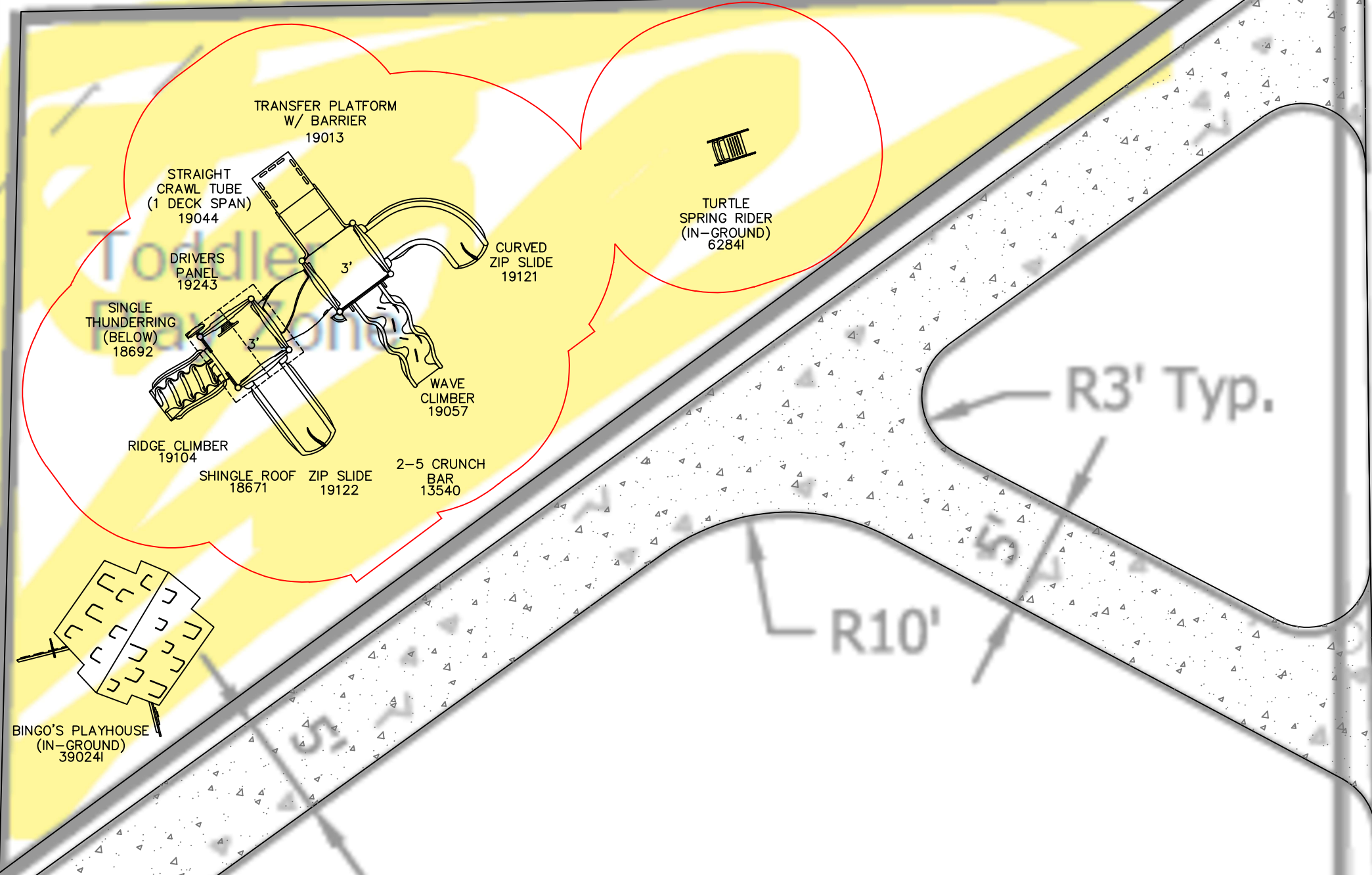
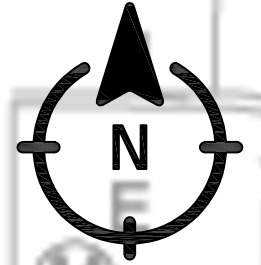
### Ullery Park Toddler Area - Option Six



Rendered in Bloom Bay Palette

### Ullery Park Toddler Area - Option Six

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614



Minimum Area Required:

This play equipment is recommended for children ages

DRAWING NO: Elkhart - Ullery Park - Toddler - 6

DATE: 05/29/2026

PROJECT TITLE:

City of Elkhart  
Ullery Park - Toddler Area - 6  
Elkhart, IN

REPRESENTATIVE:

Sinclair Recreation

SHEET NO:

Marsha

# QUOTE

109407-01-07 • 05/29/2026



## Ullery Park - Toddler Area - 6

**Customer:**

City of Elkhart  
600 W. Cleveland Ave.  
Elkhart, IN 46516  
United States

Ship to Zip: 46516

**Prepared for:**

Jamison Czarnecki  
Phone: 574-295-7275  
Jamison.Czarnecki@coei.org

**Prepared by:**

Playcore Wisconsin Inc, dba GameTime  
150 Playcore Drive SE  
Fort Payne, AL 35967  
Ph: 800-444-4954  
Fax: 616-392-8634

Quantity	Part #	Description	Unit Price	Amount
1	39024I	GameTime - Bingo's Playhouse	\$9,904.00	\$9,904.00
1	RDU	GameTime - Gametime Coghill Unit <ul style="list-style-type: none"><li>(1) 18692 - Single Thunder Ring</li><li>(1) 13540 - Crunch Bar</li><li>(1) 18671 - Shingle Roof</li><li>(1) 19243 - Drivers Panel</li><li>(1) 19104 - Ridge Climber</li><li>(1) 19122 - Wave Zip Slide (2'-6" &amp; 3')</li><li>(1) 19057 - Wave (Standard)</li><li>(1) 19013 - Transfer Platform W/ Barrier (3')</li><li>(1) 19121 - Curved Zip Slide</li><li>(2) 18200 - 36" Sq Punched Deck P/T 1.3125</li><li>(1) 19044 - Straight Crawl Tube(1 Deck Span)</li><li>(4) 12024 - 3 1/2" Uprt Ass'Y Alum 9'</li><li>(4) 12027 - 3 1/2" Uprt Ass'Y Alum 12'</li></ul>	\$24,479.00	\$24,479.00
1	INSTALL	Installation - Installation of New Equipment	\$11,000.00	\$11,000.00
1	6284I	GameTime - Turtle Spring Rider	\$1,554.00	\$1,554.00

Contract: OMNIA #2017001134

Sub Total	\$46,937.00
Discount	(\$11,264.63)
Freight	\$1,881.32
<b>Grand Total</b>	<b>\$37,553.69</b>

**Comments**

Does NOT Include:

- Surfacing
- Surfacing Containment

# QUOTE

109407-01-07 • 05/29/2026



This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 6-8 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

**NOTE:** PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal/state/federal permits or paperwork that may be required.

# QUOTE

109407-01-07 • 05/29/2026



**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_

**Please make P.O.s out to Playcore Wisconsin dba GameTime**

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

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

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

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Amount: \$37,553.69

**REQUIRED ORDER INFORMATION:**

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

(For Accounts Payable)

(To call before delivery)

Email: \_\_\_\_\_

Email: \_\_\_\_\_

COLOR SELECTIONS: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

Quote prepared by: Jackson Sinclair

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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,  
INDIANA, FOR PAYMENT OF BROKER COMMISSION

Whereas, The Commission entered a real estate listing agreement with Market Place Realty, Inc. to lease commercial space at Woodland Crossing Shopping Center;

Whereas, through Market Place Realty, the Commission leased certain commercial space to Eden Barber Academy; and

Whereas, pursuant to the listing agreement, the Commission owes a commission to Market Place Realty in the amount of \$36,654.32 ("Broker's Commission").

NOW THEREFORE, BE IT RESOLVED:

1. The Commission allocates the sum of \$36,654.32 from Account No. 2560-5-000-4310400, to pay the Broker's Commission to Market Place Realty, Inc.
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 9th DAY OF JUNE 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

June 3, 2026

## Memorandum

---

**To:**  
**Elkhart Redevelopment  
Commission**

Resolution to approve budget increase of Woodland Crossing, Professional Services to pay for leasing commission to Market Place Realty, Inc. under a listing agreement, in the amount of \$ 36,654.32. The lease is for ten years with one (1) five-year option to renew.

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

**Re:**  
**Woodland Crossing  
Professional Services  
Budget Increase**

---

**City of Elkhart**

Tel 574.294.5471 x1062

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

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



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

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, GRANTING SPECIAL EVENT ACCESS TO  
PARKING LOT AT WOODLAND CROSSING SHOPPING CENTER

WHEREAS, The Commission has received a request from Ashley Spencer for right of access over and upon the parking lot at Woodland Crossing Shopping Center between July and October of 2026 to organize and conduct 'A Taste of Heaven "Street Eats" Food Frenzy' event with entertainment and activities as more fully described in the proposed Access Agreement; and

WHEREAS, the Commission has reviewed the attached Access Agreement (the "Agreement"), finds it to be in proper form, and desires to authorize its execution and delivery.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the request for access to its property designated on the attached Agreement.
2. The Commission approves the form of Agreement and authorizes its President, and other officers in her absence, to execute and deliver the Agreement.
3. The Officers of the Commission are hereby authorized do all acts which they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 9<sup>TH</sup>  
DAY OF JUNE 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

June 3, 2026

## Memorandum

---

**To:**  
Elkhart Redevelopment  
Commission

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

**Re:**  
Woodland Crossing –  
A Taste of Heaven  
“Street Eats” Food  
Frenzy

A resolution to approve an event at Woodland Crossing to support start up, small businesses and food vendors in a “pop up” style. The purpose of the event, according to the organizer, Ashley Spencer, is to “provide an exciting platform for vendors to gain exposure, connect with new customers, and grow their brand in a high-traffic, engaging environment.” The event is “centered around food, community, and excellence....”

The event, “A Taste of Heaven ‘Street Eats’ Food Frenzy will be held every other Sunday, 12-5pm, July through October. Ashley Spencer, will organize, market and manage the event.

The event also, we feel, promotes the shopping center as a viable commercial location for new tenants.

---

**City of Elkhart**

Tel 574.294.5471 x1062

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

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



**ACCESS AGREEMENT**  
(Woodland Crossing Shopping Center Lot)

This Agreement is made between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission (“City”), and Ashley Spencer (“Spencer”), \_\_\_\_\_ Street, Elkhart, Indiana, effective as of June 9, 2026.

WHEREAS, Spencer desires to use the portion of the Woodland Crossing Shopping Center Lot shown on the attached **Exhibit A** (the “Designated Area”) to host artisans, food, merchandise and retail vendors/trucks to offer their products, goods, and wares to the community in conjunction with related activities as more fully described in the Project Brief attached as **Exhibit B**, on every other Sunday through July, August, September and October, 2026, between the hours of 12:00 noon and 5:00 p.m., beginning July \_\_\_\_, 2026, and ending October \_\_\_\_, 2026, and has requested permission to access the City’s Designated Area for its vendors and attendees and adjacent parking lot space for parking as needed at Woodland Crossing Shopping Center at 154 W. Hively Avenue, Elkhart, Indiana (the “Property”); and

WHEREAS, City agrees to allow such access on the following terms.

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

1. Spencer is granted the right of access to the Designated Area and Property on the designated Sundays between the hours and for the purposes stated above.
2. Set up and clean up for the events will be conducted within 1 hour preceding each event and 1 hour after the conclusion of each event.
3. Spencer and her agents, guests and invitees will not cause any permanent damage to the Designated Area or Property nor leave any materials or debris on the Designated Area or Property upon the departure from the same.
4. Spencer will ensure that all persons using and attending the Designated Area and Property conduct themselves in a civil, safe, legal, and orderly manner and do not cause any undue disturbance that will violate the rights of others, including any other lessees of the Property or adjacent property owners.
5. Spencer and her agents, licensees, and vendors will use the property for purposes that do not violate any of the restrictions set forth in the recorded Declaration of Covenants, Conditions and Restrictions, as amended, applicable to the Shopping Center.
6. The vendors shall not offer alcoholic beverages, cellphones, accessories, or service or bakery items for sale in the Designated Area or otherwise on the Property.
7. Spencer will photograph the Designated Area and adjacent Property at the time she enters and vacates the Designated Area and Property on each event day and restore it to the same

condition it was in on date of entry.

8. Spencer will provide City proof of her (or her agents) public liability and property damage insurance coverage, both in amounts deemed adequate by City to cover any risks to persons and property associated with Spencer's access and temporary use of the Designated Area and Property. Spencer (or her agents) shall name City as an additional insured on all such insurance policies. Spencer agrees to indemnify, defend, and hold City harmless from any and all claims of injury to persons or property arising from Spencer's access and temporary use of the Designated Area and Property.

9. Spencer and her agents, guests, and invitees will abide by all applicable laws and regulations affecting her use and occupancy of the Designated Area and Property, and will maintain the Designated Area and Property in a clean and sightly condition during the access period, which includes debris and trash removal.

10. Failure of Spencer, her agents, guests, and invitees to abide by any of the terms hereof shall be sufficient cause for City to revoke the right of access at any time, in its sole discretion.

11. The signatories hereon certify that they have been duly authorized to enter into this Agreement.

12. This Agreement shall be construed in accordance with the laws of the State of Indiana, and may only be amended in a writing signed by both parties.

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

**CITY OF ELKHART, INDIANA,  
DEPT. OF REDEVELOPMENT**

By:

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

\_\_\_\_\_  
Ashley Spencer

EXHIBIT A  
**Designated Area**

# WOODLANDCROSSING

ABOUT 1,006,466.45 PLOWABLE & SALTABLE SQ FT  
SQ FT



Bela Brou's Threading Place

Western Union

Woodland Crossing

Thrift at Woodland Crossing

W Hively Ave

W Hively Ave

W Hively Ave

Google Earth

Version 4.2.26 Airous

Marathon Gas

Clayton Ave

Reys Ave

Benham Ave

arty Salon

Swartz Dr

Shade Trimming

Otava Dr

Los 3 Mangos

Faith Church

Legend

9

500

EXHIBIT B

**Project Brief**

## PROJECT BRIEF

### A Taste of Heaven “Street Eats” Food Frenzy

#### OVERVIEW

*A Taste of Heaven “Street Eats” Food Frenzy* is a vibrant community event designed to bring together the best in local flavor, culture, and entrepreneurship. This high-energy experience will showcase a diverse lineup of food trucks, street food vendors, and small businesses, offering attendees a unique opportunity to explore bold tastes and creative cuisine all in one place.

More than just a food event, this gathering celebrates community connection, live entertainment, and the entrepreneurial spirit. Guests can expect a lively atmosphere filled with great food, music, shopping, and family-friendly fun.

The event also provides an exciting platform for vendors to gain exposure, connect with new customers, and grow their brand in a high-traffic, engaging environment. There are many small businesses in the Elkhart area that don’t have the funds/capital to purchase a brick and mortar or food truck/trailer so this is an opportunity for them to get their name out there. From savory street eats to sweet treats and artisan goods; *A Taste of Heaven “Street Eats” Food Frenzy* highlights the richness and diversity of local talent.

Whether people are food lovers, a supporter of small businesses, or a vendor looking to showcase their offerings, this event promises an unforgettable experience centered around food, community, and excellence. Its events like this that allow them to showcase their talents and be able to make money, save, and build to get to the point of growth into a food truck or brick and mortar.

#### SUMMARY

##### DATE

---

Dates are TBD upon final approval from property manager/owner.

-Goal is every other weekend on Sunday (Maybe a Saturday here and there)

##### PROPERTY INFO

---

Woodland Crossing Parking lot (left side of old Bill’s BBQ if facing front door)

Nearest address - 2426 Benham Ave, Elkhart, IN 46516

##### NEEDS

---

- Access to electricity, if possible
- Use of parking lot
- Yard Signs/Flyers/Social Media Advertising

## CLEAN UP

---

Each vendor will be provided a trash box for trash

- I will contact Welch Packaging to get boxes

All trash will be hauled away at my expense

- Willis Trash Removal will be used to haul all trash

## TEAM MEMBERS

---

Ashley Spencer – Coordinator

Others - TBD

## IDEAS / PLANS

---

Every other Sunday, parking lot use for food vendors/trucks to set up and be of service to the community.

- Food Frenzy
- Would like to have a minimum of 5 trucks/vendors each Sunday
- Would like to have a minimum of 3 dessert/treat vendors each Sunday

Young Entrepreneur's Day

-Possibly partner with Premier Arts Academy, Lifeline, and Tolson Center to have a day for the youth to setup and sell. Teach them to be business owners early. "Train up a child in the way he should go; even when he is old he will not depart from it." Proverbs 22:6

Artisans/Merchandise/Retail Vendors

Music – kid friendly music of all kinds

Tables and chairs

- Dining area for people to enjoy their food while shopping, mingling, and making new friends

## TO DO

---

\*Waiting for approval from Property owner/manager

- File application with Park Board for permit
- File Application with Health Dept. for permit
- Make Flyers/Signs for advertising
- Start reaching out to vendors
- Create a registration link
- Build a team of volunteers to help orchestrate this event
- Reach out to Welch Packaging for trash boxes
- Reach out to Charles Willis once approval is given to give dates for trash pickup

This document was prepared by Ashley Spencer on May 8, 2026. /s/ Ashley Spencer

## SUBORDINATION AGREEMENT

This Subordination Agreement is executed and delivered as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Elkhart, Indiana, Department of Community and Redevelopment, acting by and through its Redevelopment Commission, a municipal corporation (“City”), and Union Home Mortgage Corp. (“Union”).

### RECITALS

1. City has an outstanding forgivable loan in the original principal sum of \$15,000.00 to Chloe Lawrence (“Borrower”) dated as of October 27, 2023, which is collateralized by a Lien and Restrictive Covenant Agreement on the real estate described on **Exhibit A** hereto (the “Real Estate”) dated October 27, 2023, and recorded on October 31, 2023, as Instrument No. 2023-18253 in the office of the Recorder of Elkhart County, Indiana (the “City Lien”).

2. Union has approved a refinancing loan to Borrower in the amount of \$ 119,760.00 (the “Union Loan”) to be secured by a mortgage on the Real Estate (the “Union Mortgage”), contingent upon City subordinating the lien of the City Mortgage to the lien of the Union Mortgage to be recorded in the office of the Elkhart County Recorder.

3. As an inducement to Union to close on the Union Loan and Union Mortgage, the City has agreed to such subordination as set forth herein.

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

1. Notwithstanding the relative priority in time of execution or recording of the respective Mortgages, City hereby subordinates the City Lien on the Real Estate to the lien of Union evidenced by the Union Mortgage.

2. City agrees that Union shall have the first right to retain all proceeds derived from the liquidation of the Real Estate pledged as collateral under the Union Mortgage and to first apply the proceeds thereof to the payment of the Union Loan balance owed thereunder, and the City shall only be entitled to recover any proceeds derived from the liquidation of said collateral at such time as the Union Loan has been paid in full.

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

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

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

**Union Home Mortgage Corp.**

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

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

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sandra Schreiber, known to me to be the President of the City of Elkhart, Indiana, Redevelopment Commission, the municipal entity named herein, and acknowledged the execution of the foregoing instrument for and on behalf of said municipal entity, being authorized so to do, this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Union Home Mortgage Corporation, the corporation named herein, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation, being authorized so to do, this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

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

EXHIBIT A

**Legal Description**

1639 Huron St., Elkhart, IN 46516

Lot Numbered 2 in LaCasa Huron Minor Subdivision, being a Replat of Lots 645 through 647, inclusive, of Hudson Sterling Subdivision, as per plat thereof, recorded November 17, 2021 as Instrument No. 2021-31058, and in Plat Book 41, page 45, in the Office of the Recorder of Elkhart County, Indiana.

**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

## May 2026

### Invoice

## Total Current

## Work

# \$16,631.10



City of Elkhart

# Treasurers Report Summary

Date Range: 01/01/2026 - 03/31/2026

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	62,746.03	3,617.81	6,070.00	0.00	0.00	60,293.84	60,293.84	0.00
3329 - Parkway at 17 - Bond	119.16	0.99	0.00	0.00	0.00	120.15	120.15	0.00
3330 - Boulder Run - Bond	4,780.65	39.89	0.00	0.00	0.00	4,820.54	4,820.54	0.00
3331 - RIF Bond & Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4445 - TIF DOWNTOWN ALLOCATION	7,148,946.04	0.00	1,138,755.26	0.00	0.00	6,010,190.78	6,010,190.78	0.00
4446 - TIF ALLOCATION PIERRE MOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	2,577,304.55	0.00	6,763.77	0.00	0.00	2,570,540.78	2,570,540.78	0.00
4449 - TIF ALLOCATION STERLING E	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4450 - TIF ALLOCATION CASS ST AR	16,030,000.73	0.00	95,773.14	0.00	0.00	15,934,227.59	15,934,227.59	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,367,699.24	0.00	12,572.81	0.00	0.00	1,355,126.43	1,355,126.43	0.00
4452 - TIF ALLOCATION S.MAIN GAT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4453 - TIF CONSOLIDATED S ALLOCA	6,561,296.16	0.00	2,381,535.97	0.00	0.00	4,179,760.19	4,179,760.19	0.00
4678 - RIF Construction Fund	0.00	62,300.00	62,300.00	0.00	0.00	0.00	0.00	0.00
4679 - Boulder Run - Project	444,217.78	3,287.43	145,461.69	0.00	0.00	302,043.52	302,043.52	0.00
4680 - Parkway at 17 - Project	6,497,776.06	46,265.27	4,586,377.72	0.00	0.00	1,957,663.61	1,957,663.61	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>40,763,364.72</b>	<b>115,511.39</b>	<b>8,435,610.36</b>	<b>0.00</b>	<b>0.00</b>	<b>32,443,265.75</b>	<b>32,443,265.75</b>	<b>0.00</b>



City of Elkhart

# Treasurers Report Summary

Date Range: 01/01/2026 - 04/30/2026

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
2552 - REDEVELOPMENT	62,746.03	3,617.81	6,070.00	0.00	0.00	60,293.84	60,293.84	0.00
3329 - Parkway at 17 - Bond	119.16	1.33	0.00	0.00	0.00	120.49	120.49	0.00
3330 - Boulder Run - Bond	4,780.65	53.44	0.00	0.00	0.00	4,834.09	4,834.09	0.00
3331 - RIF Bond & Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4445 - TIF DOWNTOWN ALLOCATION	7,148,946.04	1,035,124.00	1,468,525.14	0.00	0.00	6,715,544.90	6,715,544.90	0.00
4446 - TIF ALLOCATION PIERRE MOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4447 - TIF SOUTHWEST ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4448 - TIF AEROPLEX ALLOCATION	2,577,304.55	0.00	6,841.12	0.00	0.00	2,570,463.43	2,570,463.43	0.00
4449 - TIF ALLOCATION STERLING E	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4450 - TIF ALLOCATION CASS ST AR	16,030,000.73	0.00	96,029.01	0.00	0.00	15,933,971.72	15,933,971.72	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,367,699.24	0.00	12,572.81	0.00	0.00	1,355,126.43	1,355,126.43	0.00
4452 - TIF ALLOCATION S.MAIN GAT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4453 - TIF CONSOLIDATED S ALLOCA	6,561,296.16	0.00	2,654,185.73	0.00	0.00	3,907,110.43	3,907,110.43	0.00
4678 - RIF Construction Fund	0.00	62,300.00	62,300.00	0.00	0.00	0.00	0.00	0.00
4679 - Boulder Run - Project	444,217.78	4,186.13	280,542.32	0.00	0.00	167,861.59	167,861.59	0.00
4680 - Parkway at 17 - Project	6,497,776.06	52,657.13	6,401,139.92	0.00	0.00	149,293.27	149,293.27	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>40,763,364.72</b>	<b>1,157,939.84</b>	<b>10,988,206.05</b>	<b>0.00</b>	<b>0.00</b>	<b>30,933,098.51</b>	<b>30,933,098.51</b>	<b>0.00</b>