

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
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Dorisanne Nielsen
Non-Voting School
Board Advisor
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**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, August 11, 2026 at 4:00 P.M.**

AMENDED AGENDA

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

To join, go to <https://teams.microsoft.com/meet/270664395798793?p=vWPj4Aq3Yfys58QBc6>
enter 270 664 395 798 793 as the event number and vy2Vc3yo 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 prior to the meeting.

1. Call to Order
2. Approval of Minutes
 - July 14, 2026, Regular Meeting Minutes
3. New Business
 - a) Open Bids
 - b) Karen Drive Offer
 - Approve price on Karen Drive realty and authorize negotiation of a purchase agreement.
 - c) State Street Offering
 - Authorize the offering of real estate for sale under 36-7-14-22 (500 block of State Street).
 - d) The 131 Use Agreement
 - Grant Afuri Ramen and Boba Tea special event access to Park 131 area.
 - e) Spending Plan Adjustments
 - Amend the 2026 TIF Spending Plan
 - f) Walker Consultants Contract for Parking Analysis
 - Approve employment of consultant to provide Downtown and River District shared parking analysis and allocate \$32,500 from Downtown TIF

- g) **G&W VRP Closure Engagement Letter**
 - Approve employment of McCarter & English for G&W VRP Closure.
- h) **Award Office Furnishings for new city offices at Woodland Crossing Proposal**
 - Approve award of contract for Woodland office furniture, furnishings and equipment and allocate \$120,000 from Consolidated TIF
- i) **Award Windsor Sidewalk and Cassopolis Lighting Project Proposal**
 - Approve Windsor and SR 19 improvements award of contract and allocate \$513,600 from Cassopolis TIF
- j) **Lien release for 1420 Maple Row**
 - Approve release of NSP lien and restrictive covenant agreement for 1420 Maple Row.
- k) **Mennonite Thrift Shop Access Agreement**
 - Grant Mennonite Thrift Shop access to real estate at 148-11 Woodland Crossing.
- l) **Park 131 Equipment Change Order**
 - Approve change order for Park 131 equipment and allocate funds from Downtown TIF.
- m) **Neighborhood Evolution Contract**
 - Approve Neighborhood Evolution contract for Economic Development Project Services for South Central Elkhart/Woodland Crossing and allocate \$40,000 from Consolidated TIF.
- n) **Professional Service Agreement with Public Works and JPR**

Approve professional service agreement between Public Works and JPR for local public improvements associated with sewer relocation to be completed in conjunction with River District Parking Garage project and allocate \$18,700 from Downtown TIF Professional Services.

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, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, July 14, 2026
4:00 p.m.

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

PRESENT BY TEAMS:

Call to Order

This meeting was held in-person, telephonically, and virtually through Teams. 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 June 9, 2026, Regular Meeting Minutes. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. Opening of Bids

Mr. Jacob Wolgamood opened bids from the following:

- Windsor Sidewalk & Cassopolis Lighting Project
 - Premium Concrete came in at \$624,380 for this project
 - Rieth Riley came in at \$513,600 for this project

We would like the opportunity to review the bids and report back at another opportunity.

- Offices furnishings for new city offices at Woodland Crossing
 - Office Interior

The review team will look over the bid and report back at another opportunity.

B. 1101 East Beardsley Disposal of Impacted Soil

Mr. Adam Fann addressed the commission to answer questions. Ms. Schreiber asked for a motion to approve paying Elkhart County Landfill all the costs incurred in disposing of the contaminated soil from 1101 East Beardsley site and appropriate \$1,000,000 from Downtown Allocation Area No. 1 Special Fund to the Brownfield Services account (4445-5-000-4390121) with any unused funds going back to the original TIF. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

C. 700 West Beardsley Remediation Management

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Keramida to perform remediation management services helping staff with technical and bidding assistance as outlined in the attached proposal, and allocate \$28,500 from Technology Park Economic Development Area Allocation Area Professional Services account (4451-5-000-4310400) to be applied to the payment of those services. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

D. Ancon Change Order 10 for Woodland Crossing

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve Ancon change order 10 and the increase of Ancon contract price to \$4,284,252.08 and allocate the sum of \$28,390.97 from Consolidate South Elkhart Allocation Area Special Fund account (4453-5-000-4310400) to cover the cost of the additional services with all unused funds to be returned to the appropriate account. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

E. Elkhart Public Library and Elkhart Community Schools Access Agreement at Woodland Crossing

Mr. Drew Wynes addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the two requests for access to the property at Woodland Crossing as set forth in the access agreements with Elkhart Public Library and Elkhart Community Schools, approve the form of access agreement and authorize their execution. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

F. Woodland Crossing Utilities Budget Adjustment

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the amendment to the Woodland Crossing operations budget for 2026 to increase the Incode budget for Woodland Crossing electricity (2560-5-000-4350100) by \$24,345.02, natural gas (2560-5-000-4350200) by \$14,764.42, and water/sewer (2560-5-000-4350400) by \$4,211.67 and approve the appropriation of \$43,211.11 from the Woodland Crossing Shopping Center rent revenues to cover those additional budget costs. Moved by Ms. Harris. Second by Ms. Ostrom. Voice vote, all in favor. Motion approved.

G. Amend CDBG Subrecipient Agreement with YWCA

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the extension request by YWCA for its performance period to end on June 30, 2026. Moved by Ms. Ostrom. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

STAFF UPDATES

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

- **Conn** – the EPA has demobilized and is off site. Roberts Environmental is taking over the oversight of our remediation and contract for fencing as well as one of the office trailers
- **Park 131** – Lighting has gone in and is completed. The pergolas should be started in the next week or two.
- **Yuma Property** – The work we required by the owner has all been completed
- **READI Arts & Culture Grant** – The City of Elkhart received \$1,500,000 to supplement the Freight Street District project and bring improvements to the Railroad Museum

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$16,340.65. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

PUBLIC COMMENT

Ms. Nekeisha Alayan Alexis addressed the commission regarding data centers. Ms. Alexis states that the City and County are interconnected. Elkhart will be affected if a data center goes into Bristol or South Carlisle. Ms. Alexis is unable to find any citizen who wants data centers except the corporations who stand to make millions and don't have to live with the consequences. The cost to the people, to the land, to our future is too great for the data centers to trial and error on our community. Elkhart citizens do not support a data center. Ms. Alexis calls on us to not just let things fall out, use our voice, on behalf of the people in this area, to fight against data centers as it affects everyone.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Ms. Ostrom. Second by Ms. Harris. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:26 p.m.

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Elkhart Redevelopment Commission Pre-Agenda Meeting Summary For July 10, 2026

PRESENT: Sandi Schreiber, Dina Harris, Cindy Ostrom, Gary Boyn, Sherry Weber, Adam Fann, Jacob Wolgamood, Mary Kaczka, Drew Wynes and Thalia Mora

PRESENT BY WEBEX: Willie Brown

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 July 14, 2026.

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF
ELKHART, INDIANA, APPROVING ACCEPTANCE OF OFFER TO SELL AND
PURCHASE AGREEMENT WITH NORTHERN INVESTMENTS, LLC ON KAREN
DRIVE REALTY

WHEREAS, The Commission has received and reviewed an offer from Northern Investments LLC (the "Owner") to sell to the Department of Redevelopment an undeveloped tract of realty on Karen Drive for \$14,000 (the "Price"), the legal description of which is attached hereto as Exhibit A (the "Lot"), which is located within the Cassopolis Corridor Economic Development and Tax Allocation Area, and is on the acquisition list for the Area; and

WHEREAS, the Commission finds the Lot is a blighted property in need of redevelopment, that additional appraisals are not required as the price is less than \$25,000, and that the price is reasonable; and

WHEREAS, the Commission desires to purchase the Lot from the Owner in accordance with the terms set forth in the attached Purchase Agreement for the amount offered in accordance with I.C. 36-7-14-19.5 (the "Act").

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves acceptance of the offer at the Price and on the terms provided in the attached Purchase Agreement in accordance with the Act.
2. The Commission allocates the sum of \$15,000 from the Cassopolis Corridor Economic Development Area Allocation Area Special Fund Account No. _____ to fund the Price and miscellaneous closing costs.
3. The Officers of the Commission are hereby authorized to do execute and deliver the Purchase Agreement and do all acts which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11TH
DAY OF AUGUST 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

EXHIBIT A

Legal Description

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

THE NORTH THIRTY (30) FEET, BY PARALLEL LINES, OFF AND FROM THE FOLLOWING PARCEL OF REAL ESTATE:

A PART OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE FIVE (5) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION TWENTY-NINE (29), THAT IS ONE HUNDRED SIXTY-FIVE (165) FEET SOUTH OF THE NORTHWEST CORNER OF LOT NUMBERED FOUR (4) IN HENDERSON PLACE, A SUBDIVISION IN OSOLO TOWNSHIP; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF THE QUARTER SECTION AS EXTENDED, TWO HUNDRED TWENTY-FIVE (225) FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID QUARTER (1/4) SECTION A DISTANCE OF ONE HUNDRED FIFTY (150) FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER (1/4) SECTION TO A DISTANCE OF TWO HUNDRED TWENTY-FIVE (225) FEET TO THE EAST LINE OF SAID QUARTER (1/4) SECTION FEET; THENCE NORTH ON SAID EAST LINE OF SAID QUARTER (1/4) SECTION ONE HUNDRED AND FIFTY (150) FEET TO THE PLACE OF BEGINNING.

Tax ID No.: 20-02-29-176-018.000-027

Northern Investments, LLC

P.O. Box 1607, Elkhart, Indiana 46515-1607. Phone: 574-536-4365

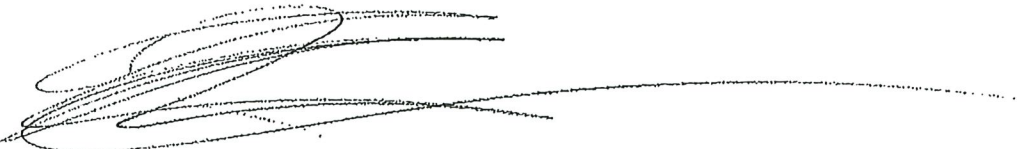
Email: Northern1607@aol.com

June 29, 2026

To whom it may concern:

I am the owner of a blighted property within the Cassopolis EDA that I feel could be redeveloped into something useful or it could be used for roadway purposes. I would be willing to sell this parcel to the Redevelopment Commission for \$14,000. The parcel I wish to sell is 20-02-29-176-018.000-027. Please advise at your convenience if this is acceptable.

Thank you for your time,

A handwritten signature in dark ink, appearing to read 'William L. Schweinzger', with a long horizontal flourish extending to the right.

William L. Schweinzger
Northern Investments LLC.

PURCHASE AGREEMENT

1. **PARTIES:** Northern Investments, LLC, an Indiana limited liability company ("Seller"), agrees to sell and convey to City of Elkhart, Indiana, Department of Redevelopment, a municipal corporation ("Purchaser"), and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Property located on Karen Drive, is an undeveloped tract of land situated in the City of Elkhart, Elkhart County, Indiana, together with all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in all leases or rents, and security deposits, Seller's interest in and to all licenses and permits with respect to the Property, and Seller's interest in all warranties or guaranties relating to the Property being sold; all of the above hereinafter collectively called "Property," and whose legal description is contained on Exhibit "A" attached hereto and incorporated herein.

3. **PRICE:** The total purchase price shall be Fourteen Thousand and no/100 Dollars (\$14,000.00) ("Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

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

5. **FINANCING:** This Agreement is not contingent upon Purchaser financing.

6. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at Meridian Title Corp. within one hundred twenty (120) days from the date hereof, unless extended in writing signed by both parties hereto, with the costs thereof shared equally.

7. **POSSESSION:** The possession of the Property shall be delivered to Purchaser at closing in its present condition, ordinary wear and tear excepted. Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Purchaser.

8. **INSPECTIONS:** All inspections, except for any Phase II environmental study which may be required, will be completed, at Purchaser's option and sole expense, within ninety (90) days of the date hereof. If Purchaser reasonably believes the reports disclose a major

problem with the Property and the Seller is unable or unwilling to remedy the problem, this Agreement may be terminated or the problem waived by Purchaser.

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

10. **OTHER TAXES:** Seller shall be solely responsible for payment of all outstanding real and personal property, sales, use, and other taxes which are outstanding as of the date of closing.

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

12. **INSURANCE:** Unless Purchaser elects and is able to assume and continue the existing insurance in force, insurance shall be canceled as of the Closing Date and the Purchaser shall provide its own insurance.

13. **SURVEY:** Seller will provide Purchaser within fifteen (15) days hereof, a copy of any existing survey of the Property. Seller shall permit Purchaser access to the Property to obtain, at Purchaser's expense, any additional surveys for the Property desired by Purchaser.

14. **ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES:**

a. **Definitions:** For purposes of this Contract, the following words and phrases shall have the following meanings:

"Environment" shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium.

"Environmental Condition" shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order, or liability to or against Seller or Purchaser by any third party (including, without limitation, any government entity), including, without limitation, any condition resulting from the operation of Seller's business and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property.

“Environmental Law” shall mean any environmental or health and safety-related law, regulation, rule, ordinance, or by-law at the federal, state or local level, whether existing as of the date hereof, or previously in force.

“Permit” shall mean any environmental permit, license, approval, consent, or authorization issued by a federal, state, or local governmental entity.

“Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the Environment.

“Threat of Release” shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

b. Representations and Warranties: Seller represents and warrants to Purchaser such representations and warranties to be true and correct on the date hereof and as of the Closing Date, that:

- (1) Seller, and any other person or entity for whose conduct it is or may be held responsible, has no liability under, has never violated, and is presently in compliance with all Environmental Laws applicable to the Property and any facilities and operations thereon, and, to the best of Seller’s knowledge, there exist no Environmental Conditions with respect to the Property or any facilities or operations thereon;
- (2) Seller, and any other person or entity for whose conduct it is or may be held responsible, has not generated, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced, or processed any Hazardous Material or any solid waste at the Property, except in compliance with all applicable Environmental Laws, and has no knowledge of the Release or Threat of Release of any Hazardous Material at or in the vicinity of the Property;

- (3) No lien has been imposed on the Property by any governmental agency at the federal, state, or local level in connection with the presence on or off the Property of any Hazardous Material;
- (4) Seller, and any other person or entity for whose conduct it is or may be held responsible, has not: (a) entered into or been subject to any consent decree, compliance order or administrative order with respect to the Property or any facilities or operations thereon; (b) received notice under the citizen suit provision of any Environmental Law in connection with the Property or any facilities or operations thereon; (c) received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any Environmental Condition relating to the Property or any facilities or operations thereon; or (d) been subject to or threatened with any governmental or citizen enforcement action with respect to the Property or any facilities or operations thereon; and Seller, and any other person or entity for whose conduct it is or may be held responsible, has no reason to believe that any of the above will be forthcoming.

15. ENVIRONMENTAL INSPECTIONS:

Purchaser shall have ninety (90) days after the date hereof to review the environmental condition of the Property and to conduct, at Purchaser's option and expense, Environmental Inspections (the "Environmental Inspection Period"). At Purchaser's request, during the Environmental Inspection Period, Seller shall grant to Purchaser and its representatives reasonable access to the Property for the purpose of confirming environmental compliance of the Property and conducting the Environmental Inspections. Notwithstanding the foregoing, Purchaser shall notify Seller at least 24 hours prior to its entry upon the Property to perform any of such inspections. Seller shall have the right to coordinate and accompany Purchaser on any of such inspections, provided Seller does not unreasonably delay such inspections. Any and all inspections deemed necessary by Purchaser shall be performed at Purchaser's expense and shall not unreasonably affect or damage the Property.

If Purchaser approves by written notice the environmental condition of the Property either during or within fifteen (15) days of the end of the Environmental Inspection Period then, except as otherwise specifically provided for herein, Purchaser shall be obligated to proceed to the closing of the transaction as contemplated hereby. If Purchaser indicates in its written notice to Seller that it does not approve of the environmental condition of the Property, such notice must state the reasons for the disapproval. Upon receipt of such notice of disapproval, Seller, in its sole discretion, shall have a period of thirty (30) days from the date of its receipt of such notice to remedy matters objected to by Purchaser in such notice.

If Seller elects not to remedy the matters set forth in Purchaser's notice to Seller, then Purchaser's remedies shall be solely limited to (i) waiver of any matters which Seller has not remedied to Purchaser's reasonable satisfaction, in which case the transaction contemplated by this Agreement will proceed as if Purchaser had not disapproved of such matters, or (ii) termination of this Agreement and the return of any Earnest Money Deposit to the Purchaser. Upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

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

17. **PRORATION AND SPECIAL ASSESSMENTS:** Interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Seller. Purchaser will assume and agree to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

18. **PURCHASER'S CONDITIONS TO CLOSING:**

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

- (1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.
- (2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.
- (3) The representations and warranties of Seller set forth herein shall have been true and correct when made and as of the Closing Date in all material aspects.
- (4) Any Survey required hereunder is in form and substance acceptable to Purchaser.
- (5) The Purchaser shall have received an affidavit of the Seller, sworn to under penalty of perjury, setting forth the Seller's name, address and Federal tax identification number and stating that such Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (the "Code"), or, alternatively, if applicable, a statement issued by the Seller and otherwise in the form required by the Code certifying that the Seller was not a "United States real property holding company" within the meaning of the Code at any time during the five years preceding the Closing Date. If, on or before the Closing Date, the Purchaser shall not have received each such affidavit or such statement, the Purchaser

may withhold from the Purchase Price payable pursuant hereto at Closing to Seller such sums as are required to be withheld therefrom under Section 1445 of the Code.

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

b. In the event that satisfaction of any of the conditions described in this Paragraph shall not have timely occurred, Purchaser shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement and receive any documents previously deposited. Except as otherwise herein specifically provided, upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

19. SELLER'S CONDITIONS TO CLOSING:

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

- (1) The representations and warranties of Purchaser set forth herein shall have been true and correct when made and as of the Closing Date in all material respects.
- (2) Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date.

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

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

a. Seller's Expenses. Seller shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) Owner's Title Policy; 3) one-half (1/2) of any closing fee; 4) preparation of Deed and Vendor's Affidavit; and 5) other expenses stipulated to be paid by Seller under other provisions of this Agreement.

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

21. **DEFAULT:** If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Purchaser, Seller's sole obligation shall be to return promptly any sums expended by Purchaser for survey or title evidence; provided, however, Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by Purchaser and deduct that amount from the Purchase Price. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

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

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

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

- (1) A duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;

- (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller in the full amount of the Purchase Price, dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject only to the standard printed exceptions contained in the usual form of the Title Policy;
 - (3) Furnish evidence of its capacity and authority for the closing of this transaction;
 - (4) Seller agrees to provide Purchaser with a certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act; and
 - (5) Execute all other necessary documents to close this transaction.
- b. At the closing, Purchaser shall perform the following:
- (1) Pay the cash portion of the Purchase Price in the form of a certified or cashier's check;
 - (2) Furnish evidence of its capacity and authority for the closing of this transaction; and
 - (3) Execute all other necessary documents to close this transaction.

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

25. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired prior to closing, Purchaser, at its option, may either (a) terminate this Agreement, or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser.

26. **MISCELLANEOUS:**

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

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

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

d. Purchaser reserves the right to assign his interest in this Agreement to persons or entities of his choice without recourse to the Purchaser. In the event of such assignment, Purchaser shall have no personal liability to the Seller or to any third party on account of this Agreement. In the event of assignment, all Purchaser's rights under this Agreement will transfer to the Assignee.

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

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

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

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

i. Time is of the essence of this Agreement.

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

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

l. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

“PURCHASER”

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

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Date: _____, 2026

229 S. Second St.
Elkhart, Indiana 46516

Purchaser’s Address for Notice Purposes

“SELLER”

Northern Investments, LLC

By: _____
William Schweinzger, Manager

Date: _____, 2026

P.O. Box 1607
Elkhart, Indiana 46515-1607

Seller’s Address for Notice Purposes

EXHIBIT A

Legal Description

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

THE NORTH THIRTY (30) FEET, BY PARALLEL LINES, OFF AND FROM THE FOLLOWING PARCEL OF REAL ESTATE:

A PART OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE FIVE (5) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION TWENTY-NINE (29), THAT IS ONE HUNDRED SIXTY-FIVE (165) FEET SOUTH OF THE NORTHWEST CORNER OF LOT NUMBERED FOUR (4) IN HENDERSON PLACE, A SUBDIVISION IN OSOLO TOWNSHIP; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF THE QUARTER SECTION AS EXTENDED, TWO HUNDRED TWENTY-FIVE (225) FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID QUARTER (1/4) SECTION A DISTANCE OF ONE HUNDRED FIFTY (150) FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER (1/4) SECTION TO A DISTANCE OF TWO HUNDRED TWENTY-FIVE (225) FEET TO THE EAST LINE OF SAID QUARTER (1/4) SECTION; THENCE NORTH ON SAID EAST LINE OF SAID QUARTER (1/4) SECTION ONE HUNDRED AND FIFTY (150) FEET TO THE PLACE OF BEGINNING.

Tax ID No.: 20-02-29-176-018.000-027

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 City of Elkhart, Department of Redevelopment, holds title to, or is in the process of acquiring, real estate located in the City of Elkhart, Indiana, generally consisting of those parcels described in the Public Notice of Offering Sheet in the 500 Block of State 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 11th day of August, 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: 6/8/26
Re: 500 Block State St. Parcel Offering

Staff is requesting the Commission offer the parcels know as 20-06-04-355-009.000-012 and 20-06-04-355-010.000-012 located in the 500 Block of State Street to the public for \$250 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
20-06-04-355-010.000-012 and	\$250
20-06-04-355-009.000-012	
(See attached Legal Description)	

Use Requirements:

Each property must be used as single family owner-occupied residential.

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 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 timetable for commencement and completion of the project, and which requires proof of financing and reversion rights if the project is not completed.

LEGAL DESCRIPTION

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

Key# 20-06-04-355-010.000-012
20-06-04-355-009.000-012

Part of Lots 22 and 23 in S.M. Beeson's Addition to Elkhart as recorded in Book 31, Page 457 in the Office of the Recorder of Elkhart County, Indiana, and located in the Southwest Quarter of Section 4, Township 37 North, Range 5 East of the Second Principal Meridian, Concord Township, Elkhart County, Indiana, and being part of that tract of land shown on a survey prepared by DLZ, and recorded as document 2014-15862 in said Office of the Recorder, more particularly described as follows:

Commencing at the northwest corner of Lot 25 of said S.M. Beeson's Addition, also being a point on the easterly right-of-way of Monroe Street; thence North 79 degrees 18 minutes 28 seconds East 198.00 feet along the north line of Lots 25, 24, and 23 to an 'x' cut in concrete at the northeast corner of said Lot 23, and Point of Beginning; thence North 79 degrees 18 minutes 28 seconds East 32.00 feet to a 5/8" rebar with DLZ Cap #0058 on the north line of said Lot 22; thence continuing North 79 degrees 18 minutes 28 seconds East 12.02 feet along said north line to a 5/8" re bar with DLZ Cap #0058 on the north boundary of said Lot 22, also being a point on a line which is parallel with and 18 feet northwesterly by radial measurement from the centerline of the main track of the E. & W. Railroad Company; thence along said 18-foot parallel line southerly 138.15 feet along an arc concave to the west, having a radius of 340.47 feet and subtended by a long chord having a bearing of South 06 degrees 52 minutes 19 seconds West and a length of 137.21 feet to a 5/8" rebar with DLZ Cap #0058 on the north line of State (Rail Road) Street, also being the south line of said Lot 22; thence South 79 degrees 05 minutes 15 seconds West 42.10 feet along the south line of said Lots 22 and 23 to an 'x' cut in concrete; thence North 25 degrees 06 minutes 39 seconds East 68.00 feet to a 5/8" rebar with DLZ Cap #0058 on the east line of said Lot 23; thence North 10 degrees 55 minutes 07 seconds West 75.82 feet along said east line to the Point of Beginning, containing 0.109 acres, more or less.

EXHIBIT "A"

Sheet 1 of 1

Key # 20-06-04-355-010.000-012

20-06-04-355-009.000-012

Part of Lots 22 and 23 in S.M. Beeson's Addition to Elkhart as recorded in Book 31, Page 457 in the Office of the Recorder of Elkhart County, Indiana, and located in the Southwest Quarter of Section 4, Township 37 North, Range 5 East of the Second Principal Meridian, Concord Township, Elkhart County, Indiana, and being part of that tract of land shown on a survey prepared by DLZ, and recorded as document 2014-15862 in said Office of the Recorder, more particularly described as follows:

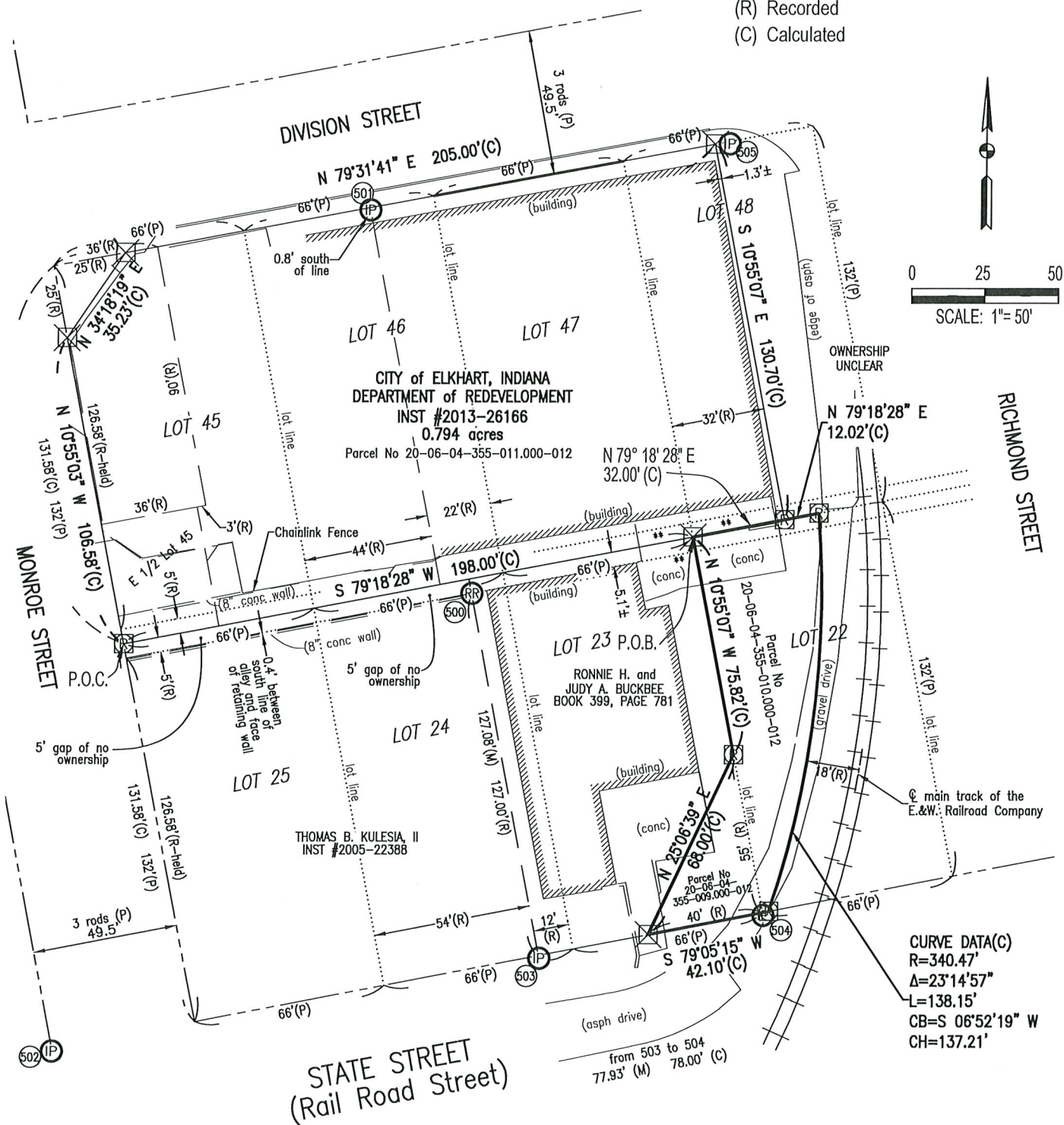
Commencing at the northwest corner of Lot 25 of said S.M. Beeson's Addition, also being a point on the easterly right-of-way of Monroe Street; thence North 79 degrees 18 minutes 28 seconds East 198.00 feet along the north line of Lots 25, 24, and 23 to an 'x' cut in concrete at the northeast corner of said Lot 23, and Point of Beginning;

thence North 79 degrees 18 minutes 28 seconds East 32.00 feet to a 5/8" rebar with DLZ Cap #0058 on the north line of said Lot 22; thence continuing North 79 degrees 18 minutes 28 seconds East 12.02 feet along said north line to a 5/8" rebar with DLZ Cap #0058 on the north boundary of said Lot 22, also being a point on a line which is parallel with and 18 feet northwesterly by radial measurement from the centerline of the main track of the E.&W. Railroad Company; thence along said 18-foot parallel line southerly 138.15 feet along an arc concave to the west, having a radius of 340.47 feet and subtended by a long chord having a bearing of South 06 degrees 52 minutes 19 seconds West and a length of 137.21 feet to a 5/8" rebar with DLZ Cap #0058 on the north line of State (Rail Road) Street, also being the south line of said Lot 22; thence South 79 degrees 05 minutes 15 seconds West 42.10 feet along the south line of said Lots 22 and 23 to an 'x' cut in concrete; thence North 25 degrees 06 minutes 39 seconds East 68.00 feet to a 5/8" rebar with DLZ Cap #0058 on the east line of said Lot 23; thence North 10 degrees 55 minutes 07 seconds West 75.82 feet along said east line to the Point of Beginning, containing 0.109 acres, more or less.

Exhibit "B"

LEGEND

- ☒ Cut 'X' in Concrete
- Ⓡ 24" long, 5/8" Rebar with DLZ CAP #0058
- Ⓢ Iron Pipe
- Ⓡ Railroad Spike
- (P) Platted
- (R) Recorded
- (C) Calculated

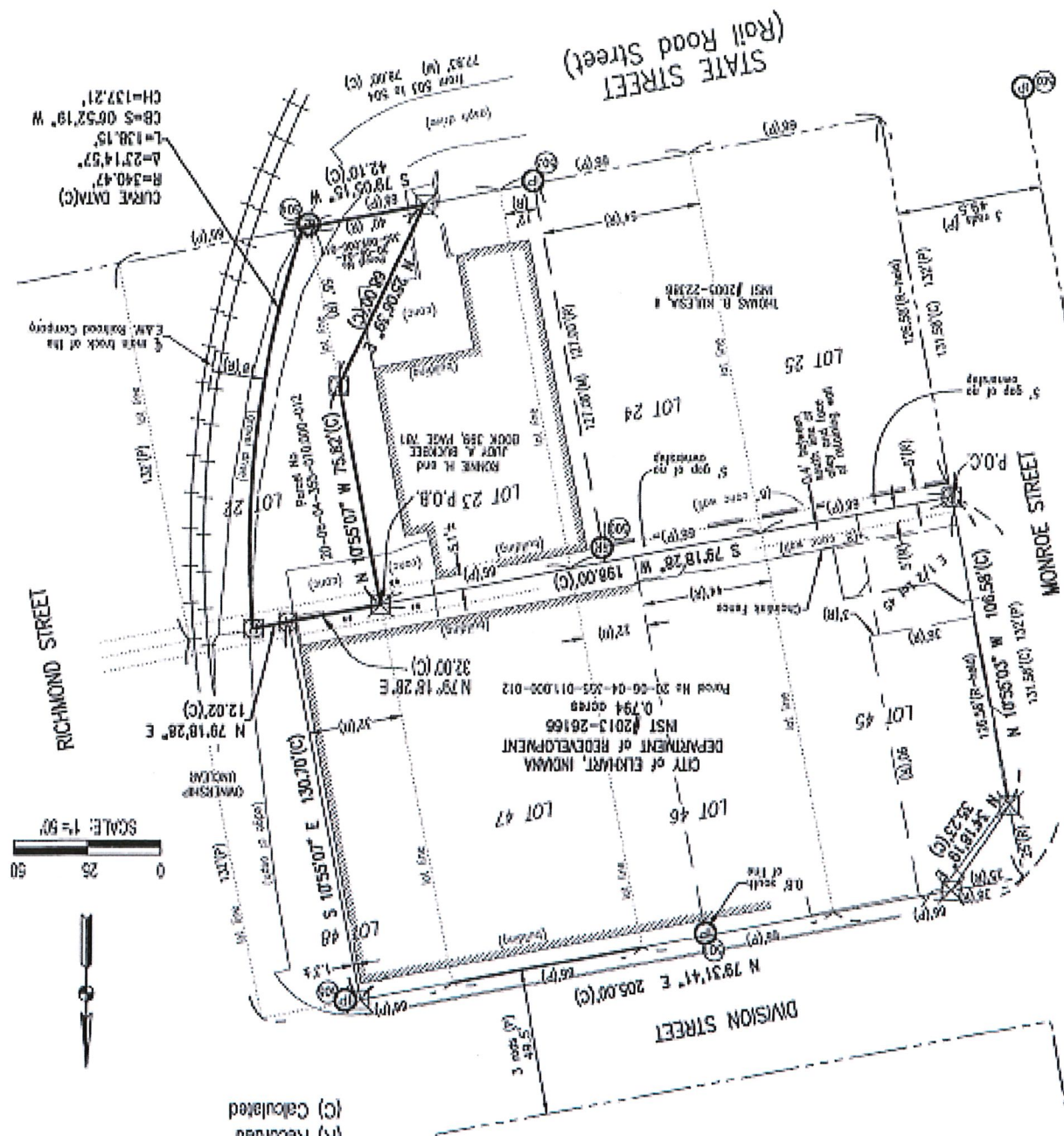


County: Elkhart
 Township: 37 N
 Section: 4
 Range: 5 E

Exhibit "B"

DLZ Proj 9110
 Page: 1 of 1

- LEGEND
- ☒ Cul 'X' in Concrete
 - ⊗ 24" long, 5/8" Rebar with DLZ CAP #0058
 - ⊙ Iron Pipe
 - ⊙ Railroad Spike
 - (P) Pinned
 - (R) Recorded
 - (C) Calculated



**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 8th day of September, 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:

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

Part of Lots 22 and 23 in S.M. Beeson's Addition to Elkhart as recorded in Book 31, Page 457 in the Office of the Recorder of Elkhart County, Indiana, and located in the Southwest Quarter of Section 4, Township 37 North, Range 5 East of the Second Principal Meridian, Concord Township, Elkhart County, Indiana, and being part of that tract of land shown on a survey prepared by DLZ, and recorded as document 2014-15862 in said Office of the Recorder, more particularly described as follows:

Commencing at the northwest corner of Lot 25 of said S.M. Beeson's Addition, also being a point on the easterly right-of-way of Monroe Street; thence North 79 degrees 18 minutes 28 seconds East 198.00 feet along the north line of Lots 25, 24, and 23 to an 'x' cut in concrete at the northeast corner of said Lot 23, and Point of Beginning; thence North 79 degrees 18 minutes 28 seconds East 32.00 feet to a 5/8" rebar with DLZ Cap #0058 on the north line of said Lot 22; thence continuing North 79 degrees 18 minutes 28 seconds East 12.02 feet along said north line to a 5/8" rebar with DLZ Cap #0058 on the north boundary of said Lot 22, also being a point on a line which is parallel with and 18 feet northwesterly by radial measurement from the centerline of the main track of the E. & W. Railroad Company; thence along said 18-foot parallel line southerly 138.15 feet along an arc concave to the west, having a radius of 340.47 feet and subtended by a long chord having a bearing of South 06 degrees 52 minutes 19 seconds West and a length of 137.21 feet to a 5/8" rebar with DLZ Cap #0058 on the north line of State (Rail Road) Street, also being the south line of said Lot 22; thence South 79 degrees 05 minutes 15 seconds West 42.10 feet along the south line of said Lots 22 and 23 to an 'x' cut in concrete; thence North 25 degrees 06 minutes 39 seconds East 68.00 feet to a 5/8" rebar with DLZ Cap #0058 on the east line of said Lot 23; thence North 10 degrees 55 minutes 07 seconds West 75.82 feet along said east line to the Point of Beginning, containing 0.109 acres, more or less.

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 standpoint 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 Purchase Agreement in the form customarily used by the Commission.

REDEVELOPMENT COMMISSION
CITY OF ELKHART, INDIANA

By: Sandra Schreiber
President

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

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, GRANTING SPECIAL EVENT ACCESS TO
PARK 131 AREA

WHEREAS, The Commission has received a request from Afuri Ramen and Boba Tea, adjacent restaurateurs, for right of access over and upon the Park 131 Area on September 12, 2026, to organize and conduct a Hibachi Sushi pop up event with related 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 11TH
DAY OF AUGUST 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

ACCESS AGREEMENT

(The 131)

This Agreement is made between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, (“**City**”) and Afuri Ramen and Boba Tea. 129 S Main St. Elkhart, IN. (“**User**”) effective as of August 11th, 2026.

WHEREAS, User desires to use the portion of The 131 Lot shown on the attached Exhibit A (the “**Designated Area**”) for a Pop up Dining Experience as more fully described in the Project Brief attached as Exhibit B, on September 12th 2026, between the hours of 12:00 p.m. and 9:00 p.m., and has requested permission to access the City’s Designated Area for its vendors and attendees and adjacent parking lot space; 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. The City grants User, its agents, guests and invitees, the right to access the Property on the designated date(s), between the hours, in the designated area, 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. User and its agents, guests and invitees will not cause any permanent damage to the Property nor leave any materials or debris on the Property upon the departure from the Property.
4. User will photograph the Property at the time it enters the Property and vacates the Property on each event day and restore it to the same condition it was in on date of entry.
5. Security for the event will be at the sole expense of User.
6. If staking of tents or canopies is necessary, User shall be solely responsible for calling 811 to locate any underground utilities.
7. In the event of an emergency during the event, User’s primary event contact will be _____ at cell number _____.
9. User will provide City, not less than 30 days prior to the first date for the event, proof of its (or its agents) public liability and property damage insurance coverage, in the amount of \$1,000,000 for bodily injury, \$300,000 property damage, to cover any risks to persons and property associated with User’s access and temporary use of the Property. User (or its agents) shall name City as an additional insured on all such insurance policies. User agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising

from User's access and temporary use of the Property.

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

11. Failure of User, its 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.

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

13. 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.

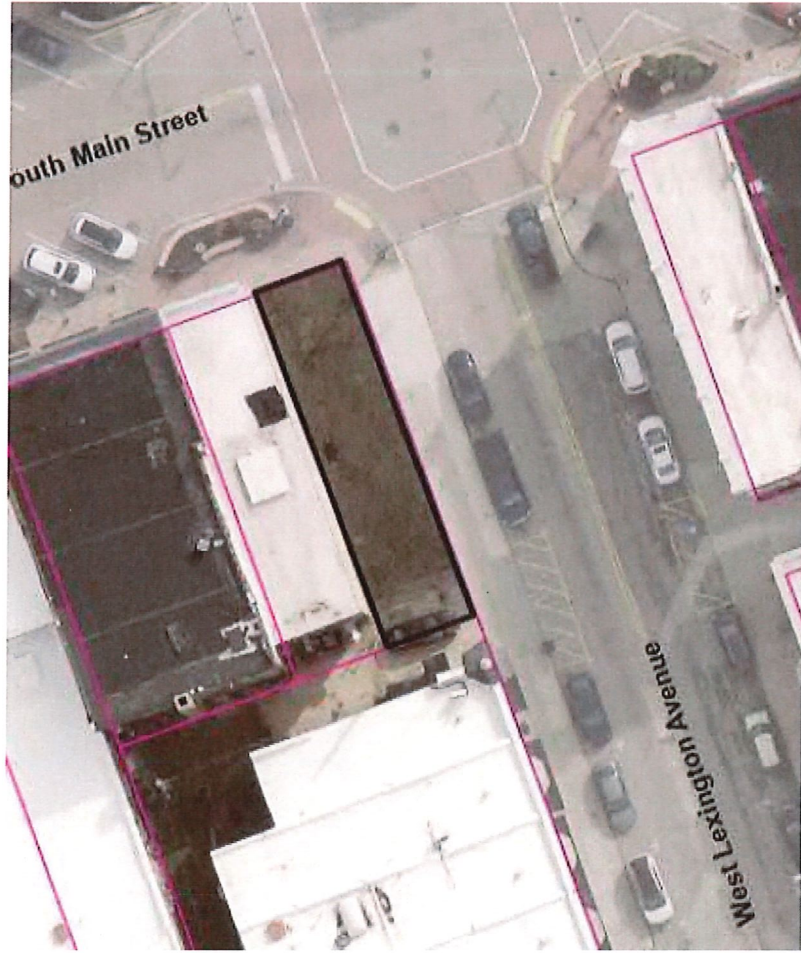
IN WITNESS WHEREOF, the parties executed this Agreement as of the date above set forth.

**City of Elkhart, Indiana,
Dept. of Redevelopment**

USER:

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Yulan Wang _____



Hello Adam,

We're planning to host a small outdoor hibachi dinner next to Afuri Ramen & Boba Tea. Our chef will cook fresh Japanese teppanyaki meals live using a portable propane hibachi grill. The event will be reservation only with around 10–12 guests. We'll have tables, chairs, and our cooking equipment set up for the event. We're excited to offer our guests a fun and unique outdoor dining experience while making sure everything is safe, clean, and well organized.

Yulan Wang

Afuri Ramen and Boba Tea

RESOLUTION NO. 26-R-_____

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

WHEREAS, the Commission approved and submitted to the DLGF its annual spending plan for 2026, which is subject to amendment as needed and as approved by this Commission; and

WHEREAS, the Commission deems it appropriate to make certain amendments to the 2026 Spending Plan which pertain to the Downtown Allocation Area as set forth herein; and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the following amendments to the 2026 Spending Plan pertaining to the Downtown Allocation Area:

a. Resolution 26-R-17 incorrectly approved the transfer of \$500,000 from the Downtown Allocation Area No. 1 Professional Services Account 4445-5-000-4390912, and is amended to provide that transfer shall be made from the Contract Services Account 4445-5-000-4390912 and added to the Infrastructure Account 4445-5-000-4420000;

b. \$150,000 is transferred from the Professional Services Account 4445-5-000-4310400 and added to the Brownfield Services Account 4445-5-000-4390121;

c. \$350,000 is transferred from the Contract and other Services Account 4445-5-000-4390912 to the Brownfield Services Account 4445-5-000-4390121;

d. \$450,000 is transferred from the Infrastructure Account 4445-5-000-4420000 to the Brownfield Services Account 4445-5-000-4390121;

e. \$25,000 is transferred from the Infrastructure Account 4445-5-000-4420000 to the Improvements Account 4445-5-000-4430100.

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

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 11TH DAY OF AUGUST 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By: _____
Sandra Schreiber, President

ATTEST:

By: _____
Willie Brown, Secretary

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING EMPLOYMENT OF
CONSULTANT TO PROVIDE DOWNTOWN/RIVER DISTRICT
SHARED PARKING ANALYSIS AND ALLOCATING FUNDS

Whereas, The Commission has received and reviewed the attached Standard Form of Agreement for Professional Services to be performed by Walker Consultants ("Walker") to provide an updated shared parking analysis for the Downtown and River District Areas as set forth in the Contract (the "Services"); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of Walker at a fee not to exceed \$32,500.00 to perform the Services.
2. The Commission approves the form of Contract for Services attached hereto and authorizes its execution.
3. The Commission allocates the sum of \$32,500.00 from the Downtown Allocation Area Number 1 Professional Services Account No. 4445-5-000-4310400 to cover the cost of the Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 11th DAY OF
AUGUST 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

Rod Roberson
Mayor

Michael Huber
Director of Development Services



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

DATE: August 3, 2026

TO: City of Elkhart Redevelopment Commission

FROM: Michael Huber, Development Services Director

RE: Downtown Parking Study Agreement with Walker Consultants

The Development Services Department is asking for the RDC's approval and execution of the attached agreement with Walker Consultants. The agreement includes a scope and fee related to assist the Development Services team complete an update to previous parking counts in both downtown and the River District. Additionally, the scope includes a shared parking analysis related to 2 proposed mixed-use developments that will include public parking structures. The Contract total is a not to exceed \$32,500 which will be paid through the Downtown TIF District professional services budget. We appreciate your consideration of this request.

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

THIS IS AN AGREEMENT effective as of August 10, 2026 (“Effective Date”)

between the City of Elkhart, Indiana, acting by and through its Redevelopment

Commission (“City”) and Walker Consultants (“Consultant”).

For the following Project: (“Project”).
Downtown Parking Planning and Consulting Services

City and Consultant agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

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

ARTICLE 2 – CITY’S RESPONSIBILITIES

2.01 General

A. City shall pay Consultant as set forth in Exhibit A. Consultant shall submit invoices on a monthly basis for work completed during the preceding month, with invoicing based on the completion of the associated work. Payments shall be made only for work performed.

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

ARTICLE 3 –SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 *Time for Completion*

A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Consultant's fees as set forth in this Agreement are conditioned upon the completion of all Documents November 30, 2026.

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

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

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

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

A. Should Consultant or its consultants fail to perform or otherwise be in default under the terms of this Agreement, City shall have the right to withhold from any payment due or to

become due, or otherwise be reimbursed for, an amount sufficient to protect the City from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

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

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 Standards of Performance

A. The standard of care for all professional Consultants and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

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

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

ARTICLE 6 – USE OF DOCUMENTS

6.01 Use of Documents

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

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

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

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

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

6.02 Insurance

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

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

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

6.03 Suspension and Termination

A. Suspension.

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

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

B. Termination.

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

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

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

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

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

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

6.05 *Controlling Law*

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

6.06 *Successors, Assigns, and Beneficiaries*

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

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

C. Unless expressly provided otherwise in this Agreement:

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

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

6.07 Dispute Resolution

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

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

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

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

6.08 Indemnification by Consultant

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

ARTICLE 7 – CONFLICT OF INTEREST

7.01 Conflict of Interest

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

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

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

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

7.02 Miscellaneous Provisions

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

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

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

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

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

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

ARTICLE 8 – E-VERIFY REQUIREMENT

8.01 Terms

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

8.02 *Enrollment and Participation*

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

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

8.03 *Affidavit*

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

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

8.04 *Subcontractors*

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

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

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

8.05 *Employment of Unauthorized Aliens*

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

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

8.06 *When E-Verify is not Required*

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

ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS

9.01 Exhibits Included

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

9.02 Total Agreement

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

9.03 Designated Representatives

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

9.04 Suspension and Debarment

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

9.05 Investments in Iran

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

9.06 *Title VI Notice*

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

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

CITY: City of Elkhart, Indiana, acting by and through its Redevelopment Commission			CONSULTANT:
By:	Sandra Schreiber	By:	
Title:	President for Elkhart Redevelopment Commission	Title:	
Date Signed:		Date Signed:	
Attest:		Consultant License or Certification No.:	
Clerk		State of:	
Address for giving notices:		Address for giving notices:	
Elkhart City Redevelopment Commission			
229 S. Second Street			
Elkhart, Indiana 46516			

	Designated Representative:		Designated Representative:
	Michael Huber		
Title:	Director of Development Services	Title:	
Phone Number:	574-322-4490	Phone Number:	
Facsimile Number:		Facsimile Number:	
E-Mail Address:	Michael.Huber@coei.org	E-Mail Address:	

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

Consultant's Services

Exhibit 1: Study Area

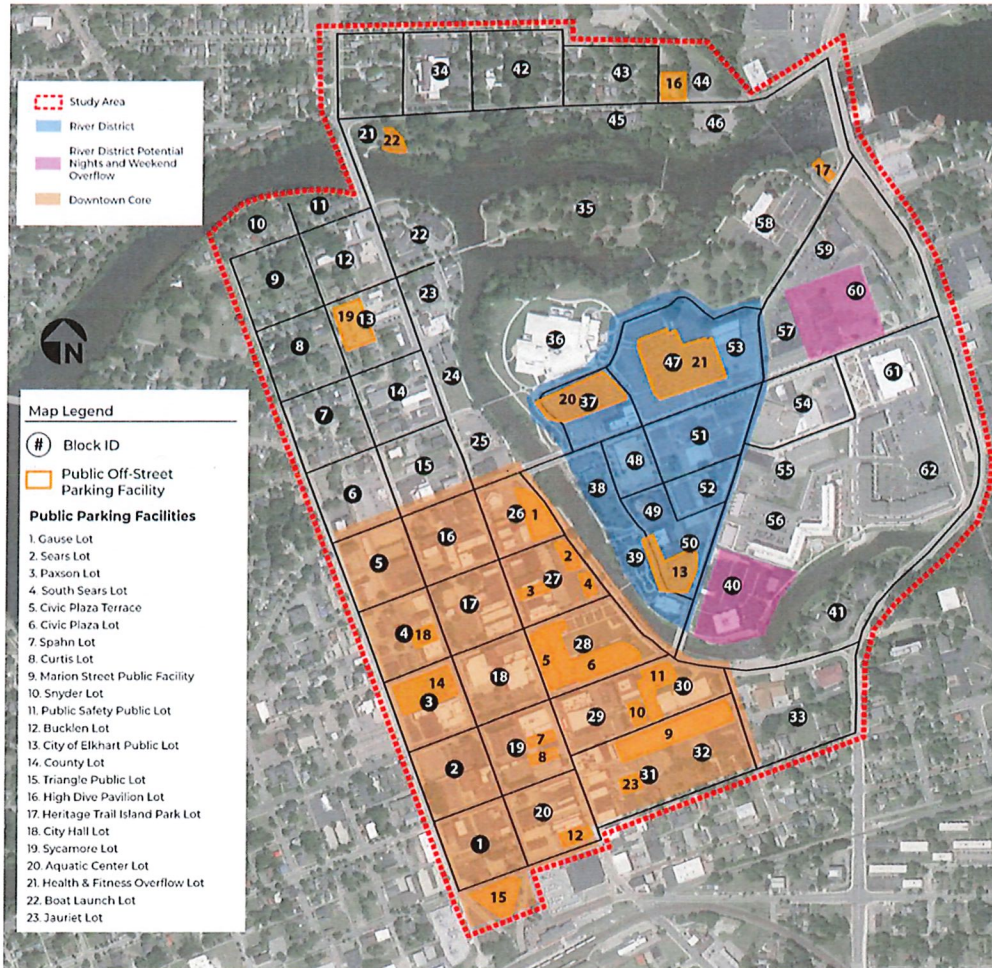


Exhibit 1 outlines the previous study area. We propose to review the same area, with some minor adjustment to the block numbers.

Based on the above understanding and assumptions, we proposes the following scope of services:

Scope of Services

Downtown Parking Planning Study

1. Participate in a project kickoff meeting with City representatives to discuss the overall project, study area boundaries, data collection process, operational system goals, and anticipated operational and policy changes for downtown parking. Discuss the previous study, known changes, and planned redevelopments.
2. Issue a request for information (RFI) for all known developments within the study area. This includes:
 - a. Site plan details (if any)
 - b. Proposed land uses
 - c. Estimated project timelines

3. Identify and document on-street parking supply, off-street public parking supply, and private off-street supply where we are granted access, using the previous inventory data as a starting point and updating as necessary. The inventory will note characteristics of the parking supply, such as any restrictions (time or user group, public or private, etc.), pricing, and type.
4. Conduct parking occupancy counts, utilizing the detailed breakdowns recorded during the parking supply inventory, of all parking during a typical weekday. Three counts will be made over the course of the day and early evening to match the observed times in the previous study: 9:00 a.m., 1:00 p.m., and 6:00 p.m. Adjustments to the count times can be discussed.
5. Determine the parking surplus or shortfall within the area under current conditions and create tabular and graphic illustrations of parking system adequacy on a block-by-block basis.
6. Analyze and review information on future development projects, including timelines, land uses, and quantities. Calculate the impact of future developments using data from ITE Parking Generation and ULI Shared Parking based on time of day, drive ratio, and captive ratio adjustments, adjusted for Elkhart, Indiana.
7. Determine current and future parking adequacy and identify areas where parking demand is high and where it is underutilized. This information will be used to quantify parking adequacy on a block-by-block basis and identify where potential surplus parking is available.
8. Review inventory, utilization, and the projected impact of future developments. If data indicates usage imbalances, recommend management and policy changes that could reduce congestion in affected areas.
9. Review the changes to on-street parking where streets have been converted from one-way to two-way traffic, and review the number of spaces to be provided in conceptual plans for added parking for the new public safety complex, which is intended to provide parking for public safety vehicles, in addition to absorbing demand from City office facilities.
10. Issue a draft document of the parking study with recommendations for review and discussion with the City in PDF format.
11. Finalize the draft document based on comments received from the City and issue a final document in PDF format and present the findings to City staff.

We have budgeted for one (1) site visit to review the parking and conduct occupancy counts, and up to five (5) virtual meetings for this scope of work.

Schedule

Walker can commence work on project within one week of receiving a fully executed professional services agreement. Following the initial project call and obtaining the requested materials, we will schedule an agreeable time for data collection to capture a typical busy period. We anticipate six weeks to issue a draft report. Final deliverables can typically be provided within one week of receiving comments on draft deliverables. Draft deliverables will be considered final if no comments are received within 30 days of the draft issuance date.



Professional Fee

Walker will provide the services described herein for a lump sum fee of \$32,500 per the previous contract terms and provisions. Our lump sum fee includes all project-related expenses.

Any additional services which you request or authorize will be performed at our standard hourly rates in effect at the time or negotiated lump sum.

We thank you for the opportunity to serve the City on this important project. Please review this proposal and let me know if you have any questions or requests for changes.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in black ink, appearing to read "Jon Martens", written over a horizontal line.

Jon Martens, AICP, CAPP
Senior Consultant

Authorization

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

City of Elkhart

Authorized Signature _____

Printed Name _____

Title _____

Date _____

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

Insurance

Insurance

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

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

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

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

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

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

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

EXECUTED on the _____ day of _____, 20____.

Printed: _____

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

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, _____, certify to the following:

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

EXECUTED THIS _____ DAY OF _____, 20____.

Printed: _____

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



Title VI Notice

Title VI Policy

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

The Title VI Coordinator is:

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

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

Acceptance by Consultant

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

Signed

Printed Name

Dated

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

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

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING THE EIMPLOYMENT
OF McCARTER & ENGLISH FOR G&W VRP CLOSURE

Whereas, the Commission has received and reviewed the attached Engagement Letter from McCarter and English ("M&E") for the employment of that law firm to provide legal services pertaining to the regulatory closure of the G& W Industries site and related litigation as more fully described therein (the "Engagement"); and

Whereas, the Commission finds the terms of engagement acceptable, and desires to employ M&E to perform those Services on an hourly rate basis.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Engagement of M&E to provide the legal services on the terms set forth in the Engagement Letter.
2. The Officers of the Commission are hereby authorized to execute and deliver the Engagement Letter and do all acts which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11TH
DAY OF AUGUST, 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary



Brent W. Huber
Partner

T. 317-810-5506
F. 317-602-1698

bhuber@mccarter.com

McCarter & English, LLP

10 E. Main Street
Suite 200
Carmel, IN 46032

www.mccarter.com

August 3, 2026

City of Elkhart
c/o John M. Espar
City Attorney
229 S. Second Street
Elkhart, IN 46516
john.espar@cityofelkhartin.org

Elkhart Redevelopment Commission
c/o Gary Boyn
WARRICK & BOYN, LLP
861 Parkway Avenue
Elkhart, IN 46516
gboyn@warrickandboyn.com

Re: Engagement Letter re G&W Industries (VRP Closure Matter)

Dear Gary and John:

Thank you for asking me to continue to represent the Elkhart Redevelopment Commission, for the City of Elkhart (the "Commission") in this matter. This letter and the enclosed Terms of Engagement will describe the basis on which our firm will provide legal services to the Commission.

The Commission engaged us to represent it in its regulatory closure effort regarding the former G&W Industries site located at 2306 Main St., Elkhart, Indiana, and related litigation before the trial court (Case No. 20D05-1610-CT-000212) and the Indiana Court of Appeals (Case No. 26A-CT-01144). Our engagement will not extend to any other clients, claims, or matters unless we agree in writing.

I will be the lawyer at the firm with primary responsibility for this representation. As indicated in the Terms of Engagement, our fees are based upon our hourly rates. My current hourly rate is \$925, but I have agreed to adjust the rate to \$890. We have agreed to discount legal fees by ten (10) percent for all timekeepers.

You will be billed monthly for our work, and we expect payment of all fees and costs upon presentation of our invoices.

Please review the Terms of Engagement carefully. Let me know if you have any questions about it. If all the terms are satisfactory, please confirm your consent by signing the below where indicated and returning it to me promptly.

We look forward to working with you on this matter.

Very truly yours,

MCCARTER & ENGLISH, LLP

Brent W. Huber

The provisions of this letter and the Terms of Engagement are agreed to:

City of Elkhart

By: _____
John Espar

Title: _____

Dated: _____

Elkhart Redevelopment Commission

By: _____
Sandi Schreiber

Title: _____

Dated: _____

TERMS OF ENGAGEMENT

The information below describes the terms that apply to the legal services provided for you by McCarter & English, LLP. We encourage you to discuss any of these terms with us at any time. If modifications to the terms are needed, you must discuss that with us so that agreement on changes can be reached and reduced to writing. Any amendment or modification of this engagement letter or these Terms of Engagement, including our agreement on the amount of fees and expenses and the timing for their payment, shall be effective only if agreed by us in writing and only upon written approval of the Managing Partner of McCarter & English, LLP. All references to "you" or "your" means the client or clients identified in our engagement letter. Individuals or entities that are related to or affiliated with you, such as partners, officers, directors, stockholders, parent companies, related companies, or family members, are not clients, unless we otherwise agree in writing.

Scope of Work. The scope of the work we will do for you is limited to the description stated in our engagement letter. Any changes or additions to the scope of our work must be agreed to and memorialized by letter or email. Unless that description states otherwise, our engagement does not include responsibility for (1) review of your insurance policies to determine the possibility of coverage for our fees and costs or for the claim asserted, (2) notification of your insurance carriers about the matter, (3) advice to you about your disclosure obligations concerning the matter under the federal securities laws or any other applicable law, or (4) advice to you about tax issues that relate to the matter. If we agree to represent you in additional matters, we will do so in writing by letter or email, and the terms of our engagement will remain the same for these additional matters unless changed by agreement in writing.

Beginning on January 1, 2024, the Corporate Transparency Act (CTA) requires many entities formed or registered in the United States to report information to the U.S. Department of Treasury's Financial Crimes Enforcement Network (FinCEN). For each reporting company, this includes detailed information about the company, its beneficial owners, and for newly formed entities, individuals involved in the formation of the company. Any changes to much of this information must be reported to FinCEN within a very short (30-day) time frame, and there may be both civil and criminal penalties for failing to comply with the CTA. Compliance with the CTA is the responsibility of the reporting companies, and our engagement does not include legal advice relating to any potential CTA reporting obligations, beneficial ownership analysis, or other assistance relating to the CTA unless specifically stated in the engagement letter or other further express written agreement. For the avoidance of doubt, even if our engagement includes assistance in connection with (i) forming, registering, licensing, or otherwise qualifying a new legal entity, or (ii) a transaction that may trigger a reporting obligation, we will not be advising in connection with the CTA or any other similar state or local reporting obligations absent an express written agreement to the contrary that sets forth the specific parameters of our assistance. In no event shall we have any obligation to notify you or monitor for changes that may require updates or amendments to your CTA reports even if we become aware of them.

Staffing. One lawyer will have the primary responsibility for our relationship. We assign additional lawyers and other personnel when needed based upon the type of work and the appropriate experience level required.

Financial Arrangements

(1) Fees and expenses. Our fees are based upon the hourly rates of our lawyers and other personnel in effect when the services are performed. These rates change periodically, generally

on an annual basis, based upon economic factors and the experience level and expertise of our personnel. Expenses include items such as filing fees, travel costs, overnight or other special mail services, messenger services, photocopies, outgoing faxes, research service charges (e.g. LEXIS), secretarial and other staff overtime charges (when required to meet the needs of the matter), and other special services such as document imaging. Some large disbursements may be forwarded to you for direct payment. Some charges may not be in the system at the time of monthly billing and will appear on a later bill.

(2) Retainers. The provisions relating to any retainer required are set forth in the engagement letter.

(3) Billing and Payment. We generally forward our statements monthly. The statements will include a brief description of each item of work performed, the date performed, the time required to do the work and the expenses incurred. Please let us know if you need additional information on the bills and we will try to accommodate your request. Payment is due promptly upon receipt of our statement. We reserve the right to terminate our representation of clients who do not pay promptly. We do not and cannot guarantee the outcome of any matter, and payment of our fees and disbursements is not conditioned on any particular outcome. You agree that if we bring an action to collect amounts due us that we will be entitled to recover the costs and fees incurred by us. You consent to venue and jurisdiction where we have an office with attorneys who worked on your behalf, and agree to waive a trial by jury in any such action. If we are required to testify, produce documents, or respond to other requests in connection with proceedings commenced by third parties that relate to our representation of you, you will pay us our reasonable fees and costs incurred.

Conflicts of Interest. Recognizing and addressing conflicts of interest is a continuing issue for attorneys and clients. We have implemented procedures to identify conflicts at the outset of each engagement. It is possible that during our representation of you, some of our present or future clients will have disputes or transactions with you. We are accepting this engagement with your understanding and express consent that our relationship with you will not preclude us from continuing or accepting an engagement from a new or existing client, even if the interests of such clients are directly adverse. However, we will not accept an engagement that is directly adverse to you if either: (1) it would be substantially related to the subject matter of our representation of you, or (2) we have obtained from you proprietary or other confidential information of a nonpublic nature that, if known to our other client, could be used in any such other matter by such client to your material disadvantage. You should understand that having similar agreements with other clients helps preserve our ability to continue to represent you.

Emails. We encourage the use of email as an efficient means of communication. However, emails can be delayed or blocked (for example, by anti-spam software). You must not assume that an email message sent to us was actually opened and read by us unless you receive a non-automated reply message indicating that we have read your message. In addition, you should be aware that there are risks in sending or receiving emails and other electronic communications using a computer or other device, or e-mail account, where there is a significant risk that a third party may gain access to the communication. Accordingly, you should avoid using a workplace computer or system for a personal client-lawyer communication, or a borrowed computer or a public computer, such as in a hotel or library, for any client-lawyer communication with us, particularly any sensitive or substantive client-lawyer communication.

Conclusion of Representation. Our representation of you will terminate when we send you our final statement for services rendered in this matter. We may also terminate our representation for

any reason consistent with ethical rules, including conflicts of interest or your failure to pay our fees and expenses. Following termination, any nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. Once our representation is concluded, we will not be obligated to take any steps such as keeping track of deadlines, filing papers, pursuing appeals, or monitoring or advising you about changes in the law or circumstances that might bear upon the concluded matter. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF
ELKHART, INDIANA, APPROVING AWARD OF CONTRACT FOR WOODLAND OFFICE
FURNITURE, FURNISHINGS AND EQUIPMENT AND ALLOCATING FUNDS

Whereas, the City of Elkhart Redevelopment Commission ("Commission") has received and reviewed bids for the purchase of city office space furniture, furnishings and equipment at Woodland Crossing (the "FFE") ; and

Whereas, the Commission considers the lowest bid of \$70,428.24 submitted by Office Interiors, Inc. ("Interiors") to be responsive and a fair price for the proposed work and believes it is in the best interest of the City and its inhabitants that the contract be awarded to Reith and the funds be allocated.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the award of the FFE contract to Interiors in the amount of \$70,428.24.
2. The Commission allocates the sum of \$120,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Infrastructure Account No. 4453-5-000-4420400 to pay for the FFE, which amount provides funding for contingencies, with any unused funds to be returned to the appropriate account.
3. The officers and staff of the Commission are authorized and directed to execute all contracts and perform all acts they deem necessary and appropriate to facilitate the Project.

ADOPTED BY UNANIMOUS VOTE THIS 11th DAY OF AUGUST 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

MEMORANDUM

Date:	August 8, 2026
To:	Redevelopment Commission
From:	Jacob Wolgamood, TIF Infrastructure Project Supervisor
Subject:	Award Development Services FF&E

On June 9, 2026, the Redevelopment Commission allowed for the advertisement of Requests for Proposals (RFP) for furnishing the new city offices at Woodland Crossing. On July 14th, 2026, the Commission received one proposal from Office Interiors. One additional proposal was received after the 4:00 p.m. deadline on July 14th and was rejected for being submitted late.

On August 6th, 2026, the review team met to determine if the proposal received met the criteria in the RFP. After discussion, the team unanimously agreed the proposal from Office Interiors met the intent of the RFP.

The Department of Redevelopment is recommending Office Interiors be granted a contract for the Furniture, Fixtures, and Equipment project for city offices at Woodland Crossing. Funding for the project is not to exceed \$120,000.00 and will be allocated from the Consolidated TIF budget.

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING WINDSOR AND SR 19 IMPROVEMENTS AWARD OF
CONTRACT AND ALLOCATING FUNDS

Whereas, the City of Elkhart Redevelopment Commission ("Commission") has received and reviewed bids for the construction of pedestrian, lighting and stormwater improvements along E. Windsor Avenue and Cassopolis Street (the "Windsor Cassopolis Improvements") ; and

Whereas, the Commission considers the lowest bid of \$513,600.00 submitted by Reith Riley Construction Co. ("Reith") to be responsive and a fair price for the proposed work and believes it is in the best interest of the City and its inhabitants that the contract be awarded to Reith and the funds be allocated.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the award of the Windsor Cassopolis Improvements to Reith in the amount of \$513,600.00.
2. The Commission allocates the sum of \$513,600.00 from the Cassopolis Street Corridor Economic Development Area Allocation Area Infrastructure Account No. 4450-5-000-4420000 to pay for the Project.
3. The officers and staff of the Commission are authorized and directed to execute all contracts and perform all acts they deem necessary and appropriate to facilitate the Project.

ADOPTED BY UNANIMOUS VOTE THIS 11th DAY OF AUGUST 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

MEMORANDUM

Date:	August 10, 2026
To:	Redevelopment Commission
From:	Jacob Wolgamood, TIF Infrastructure Project Supervisor
Subject:	Award Windsor Sidewalk and Cassopolis Lighting Project

On June 9, 2026, the Redevelopment Commission allowed for the advertisement of requests for bid for the Windsor Sidewalk and Cassopolis Lighting Project. On July 14th, 2026, the Commission received two proposals. The results are as follows:

Contractor Name	Base Bid
Premium Concrete Services	\$624,380.00
Rieth Riley Construction	\$513,600.00

After review of the bid documents received, it has been determined that Rieth Riley Construction is the qualified contractor providing the lowest responsible and responsive bid.

The Department of Redevelopment is recommending Rieth Riley be granted a contract for the Windsor Sidewalk and Cassopolis Lighting project. Funding for the project has been allocated from the Cassopolis TIF budget.

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF
ELKHART, INDIANA, APPROVING RELEASE OF NSP LIEN AND RESTRICTIVE
COVENANT AGREEMENT FOR 1420 MAPLE ROW

Whereas, The Commission has provided funding in the amount of \$75,384 for the rehabilitation of the real estate at 1420 Maple Row under the Neighborhood Stabilization Program as set forth in that certain Lien and Restrictive Covenant Agreement April 29, 2011 (the "Agreement"), which replaced and superseded the Grant of Lien and Restrictive Covenant Agreement dated February 9, 2011, with Stephanie Robinson (the "Owner") and Habitat for Humanity of Elkhart County (the "Developer") which provides that the lien will be forgiven if the Owner complies with the restrictive covenants therein for the full Affordability Period; and

Whereas, the Borrower has fully complied with the restrictive covenants and met the forgiveness requirement, and requests the Agreement be released of record.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission acknowledges the NSP restrictive covenants have been fully complied with and all obligations under the Agreement are fully satisfied, forgiven and released.
2. The Commission approves the execution and recording of the attached Release of Lien and Restrictive Covenant Agreement (the "Release").
3. The Officers of the Commission are hereby authorized to execute and record the Release and do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 11th
DAY OF AUGUST 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

RELEASE OF LIEN AND RESTRICTIVE COVENANT AGREEMENT

THIS CERTIFIES that a Lien and Restrictive Covenant Agreement for the Neighborhood Stabilization Program executed by Stephanie Robinson and Habitat for Humanity of Elkhart County to the City of Elkhart, Indiana, Redevelopment Commission on the 29th day of April, 2011, securing \$75,384.00 and recorded as Document No. 2011-008711 on May 11, 2011, and the Grant of Lien and Restrictive Covenant Agreement dated February 9, 2011, and recorded on March 1, 2011, as Document No. 2011-04120 in the records of Elkhart County, State of Indiana, both having been fully paid and satisfied, and the same are hereby released.

Dated this 11th day of August, 2026.

**CITY OF ELKHART, INDIANA, REDEVELOPMENT
COMMISSION**

By:

Sandra Schreiber, President

STATE OF INDIANA)
)
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, this 11th day of August, 2026, personally appeared Sandra Schreiber, known to me to be the President of the City of Elkhart, Indiana, Redevelopment Commission, who, for and on behalf of said Commission, acknowledged the execution of the foregoing Release of Lein. In witness whereof, I have subscribed my name and affixed my official seal. My Commission expires August 29, 2032.

Gary D. Boyn, Notary Public

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

ELKHART CNTY
JERRY L. WEAVER
FILED FOR RECORD
AS PRESENTED

2011008711

2011 MAY 11 P 12:24

**LIEN AND RESTRICTIVE COVENANT AGREEMENT FOR
THE NEIGHBORHOOD STABILIZATION PROGRAM
[RESALE RESTRICTION]**

This Grant of Lien and Restrictive Covenant Agreement ("Agreement") is made by and between the City of Elkhart, Indiana, Redevelopment Commission which has provided funding for the rehabilitation of the Real Estate ("City"), Habitat for Humanity of Elkhart County ("Developer") which is the developer of the Real Estate located at 1420 Maple Row in Elkhart County, State of Indiana, more particularly described on "Exhibit A" attached hereto and incorporated herein by reference ("Real Estate"), and the undersigned, Stephanie Robinson, ("Owner") who is the owner of the Real Estate pursuant to a certain Purchase Agreement dated, February 8, 2011.

This Agreement is also to replace the Grant of Lien and Restrictive Covenant Agreement recorded as Exhibit B with the Limited Warranty Deed between City of Elkhart and Habitat for Humanity of Elkhart County made on the 9th day of February 2011 and recorded on March 1, 2011 as document 2011-04120 in the Elkhart County Records Office.

RECITALS

- A. Developer applied for and received an NSP Program loan \$75,384 from the City to be used for acquisition, construction, rehabilitation or other assistance for residences to benefit individuals whose income is at or below fifty percent (50%) of the area median income ("Beneficiaries").
- B. City administers the Neighborhood Stabilization Program ("NSP Program") under the Housing and Economic Recovery Act of 2008 with funds from the United States Department of Housing and Urban Development ("HUD") and pursuant to the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. § 12701 *et seq.*, regulations found at 24 CFR Part 92, and other rules, regulations, guidance and notices, relating to the NSP Program, as issued by HUD and/or City from time to time.
- C. Owner received assistance in the amount of up to Seventy-Five Thousand Dollars and 00/100 (\$75,000.00) from and/or through City and Developer for acquisition and construction and/or rehabilitation of the residence located on the Real Estate, which assistance is subject to the requirements of the NSP Program.

- D. The NSP Program requires that certain use restrictions be imposed upon any real estate benefited by NSP funds awarded by City to ensure that the benefits of such funds remain with the intended Beneficiaries under the NSP Program.
- E. Specifically City and HUD require that restrictive covenants be placed on the assisted property in the form of a deed restriction and lien that remain in effect for the following periods as required by 24 CFR 92.254 ("Affordability Period"):

NSP Funds per Residential Unit	Term of Restrictive Covenants
Under \$15,000.00	60 Months
\$15,000.00 to \$40,000.00	120 Months
Over \$40,000.00	180 Months

II. AGREEMENT

The Owner and Grantee hereby impose the following restrictive covenants upon the Real Estate, which shall be enforceable by CITY OF ELKHART. The Owner hereby warrants, grants and conveys to CITY OF ELKHART a lien upon the Real Estate for the Affordability Period specified above (the "Lien"). In consideration of these mutual undertakings and covenants, the parties further agree as follows:

- A. Throughout the Affordability Period the Real Estate shall (1) be owned by an individual or family whose income is **at or below fifty percent (50%)** of area median income and (2) be occupied by that individual or family as its primary residence for the remainder of the Affordability Period (the "Affordability Requirements").
- B. If the Owner no longer occupies the Real Estate as its primary residence the Real Estate: (1) must be resold to another individual or family; who meets the Affordability Requirements; and (2) must be resold at a price that **does not exceed twenty-nine percent (29%)** of that individual's or family's gross income towards the principal, interest, taxes and insurance for the Real Estate on a monthly basis ("Affordable Price"). The Owner must resell the Real Estate within six (6) months of the date it fails to occupy the Real Estate as its primary residence. The Owner is entitled to a fair return on the sale of the Real Estate, which would consist of the Owner's investment and any capital improvements made to the Real Estate. If such a transfer or conveyance of the Real Estate occurs, then the Real Estate must remain and continue to be subject to the terms and provisions of this Agreement and the transferee owner must agree to take the Real Estate subject to this Agreement.

- C. The Owner and Grantee acknowledge that the financial assistance received through the NSP Program represents good and valuable consideration for this Agreement and these restrictions on the use of the Real Estate are consistent with the statutes, regulations, terms, conditions, and requirements for the NSP Program as administered by CITY OF ELKHART.
- D. The Lien may be released on the date the Real Estate is acquired by foreclosure in accordance with the laws of the State of Indiana, or an instrument in lieu of foreclosure.
- E. Notwithstanding anything to the contrary in this Agreement, Grantee, CITY OF ELKHART and the Owner agree that the Lien is subject and subordinate to any Senior Debt, as defined below, in priority as to CITY OF ELKHART's interest in the Real Estate; reflected in its proportionate share of the amount invested in the Real Estate. As used in this Agreement, "Senior Debt" means any indebtedness of the Owner to any lender that has provided financing to the Owner for the purchase, construction, rehabilitation, or refinancing of the Real Estate prior to the date of this Agreement. This Agreement will not be subordinate to any debt incurred by the Owner in the form of a second mortgage on the Real Estate, unless that second mortgage is in favor of the lender holding the Senior Debt.
- F. This Agreement shall be binding upon the Real Estate and shall constitute a covenant running with the land. Grantee and the Owner agree that any and all requirements of the laws of the State of Indiana, which must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and a covenant running with the Real Estate, shall be satisfied in full. Except as otherwise provided herein, the covenants and restrictions contained herein shall survive and be effective throughout the Affordability Period, regardless of whether any contract, deed or other instrument hereafter executed conveying the Real Estate or a portion thereof provides that such conveyance is subject to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.
- G. In the event there is a breach or violation of the restrictions and covenants set forth herein during the Affordability Period or the Owner is unable or unwilling to resell the Real Estate within six (6) months after it has vacated the Real Estate, CITY OF ELKHART may bring an action at law or in equity in a court of competent jurisdiction to enforce the Lien and restrictions and covenants set forth herein against any or all of the following: the Owner; Grantee; or any subsequent owner in possession at the time of the breach or violation. In addition, CITY OF ELKHART may recover reasonable attorney's fees and court costs incurred enforcing the Lien.

This Lien and Restrictive Covenant Agreement is effective as of the 29 day of April, 2011.

IN WITNESS WHEREOF, the Owner, Developer and City have caused this Agreement to be signed by duly authorized representatives, on the day and year first written above.

OWNER:

Signature Stephanie S. Robinson
Printed Stephanie S. Robinson

STATE OF INDIANA

SS:

COUNTY OF ELKHART

Before me, a Notary Public, in and for said County and State, personally appeared Stephanie S. Robinson who acknowledged that the foregoing Grant of Lien and Restrictive Covenant Agreement was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this 29 day of April, 2011.

Amy J. Weatherholt

[Name of Notary]

A Resident of _____ County, Indiana

My Commission Expires: _____



AMY J. WEATHERHOLT
Notary Public, State of Indiana
Resident of Elkhart County
My Commission Expires Nov. 17, 2013

[Developer]

By: Tom McArthur Title: Executive Director

STATE OF INDIANA

SS:

COUNTY OF Elkhart

Before me, a Notary Public, in and for said County and State, personally appeared Tom McArthur, who acknowledged that the foregoing Grant of Lien and Restrictive Covenant Agreement was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this 29 day of April, 2011.

Amy J. Weatherholt

[Name of Notary]

A Resident of _____ County, Indiana

My Commission Expires: _____



AMY J. WEATHERHOLT
Notary Public, State of Indiana
Resident of Elkhart County
My Commission Expires Nov. 17, 2013

CITY:

Steven C. Eldridge

Steven C. Eldridge, President, Elkhart Redevelopment Commission

STATE OF INDIANA

SS:

COUNTY OF ELKHART

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steven C. Eldridge, President, Elkhart Redevelopment Commission, and acknowledged the execution of the foregoing instrument this 4th day of May, 2011.

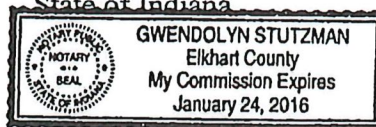
Gwendolyn Stutzman

Gwendolyn Stutzman

Notary Public

Residing in Elkhart County

State of Indiana



My Commission Expires:

1-24-16

This instrument was prepared by Gary D. Boyn, Warrick & Boyn, LLP, 121 W. Franklin St., Ste. 400, Elkhart, IN 46516.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Amy W. Warrick.

Return Recorded Document To:

Gary D. Boyn

Warrick & Boyn, LLP

121 W. Franklin St., Ste. 400 Elkhart, IN 46516

**EXHIBIT A
LEGAL DESCRIPTION**

1420 Maple Row, Elkhart, IN 46514

LOT NUMBERED 57 AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF BRIGGSDALE ADDITION TO THE CITY OF ELKHART, INDIANA, A SUBDIVISION IN CONCORD TOWNSHIP, SAID PLAT BEING RECORDED IN PLAT BOOK 107, PAGE 170 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

COMMONLY KNOWN AS: 1420-1420 1/2 MAPLE ROW, ELKHART, INDIANA 46514

PARCEL ID: 20-08-08-181-018.000-012

DEED REFERENCE: INSTRUMENT NO. 2009-24225

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF
ELKHART, INDIANA, GRANTING ACCESS TO REAL ESTATE AT 148-11
WOODLAND CROSSING

WHEREAS, The Commission has received a request from Great Lakes Mennonite Thrift, Inc. for right of access over and upon a portion of the Commission's property at 148-11 Woodland Crossing Shopping Center to store inventory and personal property; 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 for the period and on the terms stated therein.
2. The Commission approves the form and terms of the 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 11TH
DAY OF AUGUST, 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

ACCESS AGREEMENT
(148-11 Woodland Crossing)

This Agreement is made by the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, ("City") and Great Lakes Mennonite Thrift, Inc. d/b/a Thrift @ Woodland Crossing ("Thrift") effective as of September 1, 2026.

WHEREAS, Thrift has asked to use the vacant space at the back of space 148-11 in Woodland Crossing Shopping Center (the "Property") for temporary inventory storage for a 6 month period; and

WHEREAS, City agrees to allow Thrift access to the Property, at no charge, for the sole purpose of storing its inventory and personal property for a period of 6 months from the date hereon, or less in the event the City finds a Tenant for the Property, on the following terms.

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

1. The City grants Thrift the right to access the Property through February 28, 2027, to store its inventory and personal property, all at Thrift's sole cost and expense. Any personal property left on site after February 28, 2027, shall be deemed of no value and may be removed and trashed or destroyed by the City as part of its demolition process or otherwise.
2. During the period of access, maryThrift will pay all costs of utilities for the Property, including gas, electric, sewer and water, and will install attractive window treatments to prevent persons outside the premises from viewing the interior of the suite..
3. Thrift and its agents will not cause any permanent damage to the Property nor leave any materials or debris on the Property during its period of access, and will leave it in a clean and sightly condition at the expiration of the access period.
4. Thrift agrees that it will vacate the Property and remove its inventory and personal property therefrom within 10 days of receipt of written notice from the City that the Property has been leased to a third party.
5. Thrift will provide City proof of public liability and property damage insurance coverage, both in amounts deemed adequate by City to cover any risks to persons and property associated with Thrift's access to the Property. Thrift shall name City as an additional insured on all such insurance policies. Thrift agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from its access to the Property and the actions of Thrift and its agents thereon.

6. Thrift will abide by all applicable laws and regulations applicable to the use of the Property, and will maintain the Property in a clean and sightly condition during the access period, which includes debris and trash removal.
7. 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**

Great Lakes Mennonite Thrift, Inc.

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

By: _____
Haiaam Gendi, Store Manager

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING CHANGE ORDER FOR PREMIUM CONCRETE CONTRACT FOR
PARK 131 EQUIPMENT

Whereas, The Commission owns the Park 131 real estate at the northwest corner of Lexington and Main and has a contract with Premium Concrete Services (“Premium“) for renovation of the space for public use (the “Contract”); and

Whereas, the Commission desires to enter into a change order for the purchase and installation of exterior tables and chairs (the “Change Order”) to upgrade the equipment required for the space, which will result in a not to exceed increase of \$41,000.00 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 Contract be amended to increase the total contract price by a not to exceed amount of \$41,000.00 and the funds allocated to pay the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Change Order and the increase of the Contract Price to \$290,850.00.
2. The Commission allocates the sum of \$41,000.00 from the Downtown Allocation Area No. 1 Improvements Account No. 4445-5-000-4430100 to cover the additional cost. 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 11th DAY OF AUGUST 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown , Secretary

MEMORANDUM

Date:	August 10, 2026
To:	Redevelopment Commission
From:	Jacob Wolgamood, TIF Infrastructure Project Supervisor
Subject:	Change Order 2, Park 131 Furnishing

On April 22, 2026, Premium Services was given a Notice to Proceed to begin work on the Park 131 project. To date, Premium Services has reached substantial project completion which is ahead of the scheduled date of August 20, 2026.

A component of the design of this project that was not included in the bid documents was public seating and tables. This component was not initially included in the contract due to early cost estimates being prohibitive.

After further consideration of the type of furnishings that would fit this downtown location, the number of seating and table options required, and obtaining additional cost estimates, it has been determined that public seating within Park 131 can and should be included as a component of the project.

The Department of Redevelopment is requesting the Commission allow Premium Services to provide (4) 4-seat tables and (5) bar-height tables for the Park 131 project at a cost to not exceed \$41,000.00. Funding provided by Downtown TIF, Improvements Other Than Buildings, 445-5-000-4430100.



PARK 131
CONTRACT

This Agreement is made and entered into this 11th day of March, 2026, by and between **THE CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT, A MUNICIPAL CORPORATION ("CITY")**, and **PREMIUM CONCRETE SERVICES, DBA PREMIUM SERVICES ("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:

Construction of a pocket park at the corner of W Lexington Ave. and S Main St. in downtown Elkhart. Project includes placement of colored concrete, the installation of a container type kiosk, safety bollards, shade canopies, decorative lighting, and an electrical pedestal.

Article 2. CONTRACT PRICE \$249,850.00 (Two hundred and forty-nine thousand, eight hundred and fifty dollars).

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. Public Notice
2. This Contract
3. Certification Regarding Investments in Iran

4. Title VI Certification
5. Employment Verification Affidavit
6. Project Specifications & Plans
7. Special Notes & Requirements
8. Certified Bid Summary Form
9. Itemized Proposal
10. Bid form 96 (Revised 2013)
11. Performance Bond, Payment Bond, and Maintenance Bond by Contractor
12. Certificate of Liability Insurance by Contractor
13. Acknowledgement of any/all Addenda
14. 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. Pavement Work
- D. Installation of Amenities
- E. Closeout Date

- 4.2 If applicable, the Contractor shall submit to the City for acceptance any proposed adjustments in the construction schedule that will not change the Contract Times. Such adjustments will conform generally to the construction schedule then in effect and shall comply with any applicable provisions of the General Requirements.

Article 5. CONTRACT TIME

- 5.1 The Contractor hereby agrees to complete the work **within 120 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 March 20, 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 Redevelopment Commission. 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 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.
- 6.3 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 Redevelopment Commission 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: _____

Max Yeakey



Title VI Notice

Title VI Policy

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

The Title VI Coordinator is:

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

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

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

Max Yeakey

Dated

3/12/26

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.

ATTEST:

John Arman
Witness

By: _____

M
Contractor

I, Max Yeaken, certify that I am the Vice-President
of Premium Concrete Services, Inc. named as Contractor herein and said
Agreement was duly signed for and in behalf of said Corporation by authority
of its governing body, and is within the scope of corporate powers.

Printed: _____

M
Max Yeaken

REDEVELOPMENT COMMISSION
CITY OF ELKHART, INDIANA

By: _____

Sandra Schreiber, President

By: _____

Dina Harris, Secretary

EMPLOYMENT VERIFICATION AFFIDAVIT

I, Staci Froman, 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 Premium Concrete Services, Inc. (the "Employer") in the position of Controller.
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 12th day of March, 2021

Staci Froman

Printed: Staci Froman

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.

Staci Froman

Printed: Staci Froman

PROJECT SPECIFICATIONS

The Contractor shall be responsible for referring to and adhering to the current version of the Standard Construction Specifications for the City of Elkhart (Specs) and all relevant building codes that may be applicable to this project. The Specs can be found and downloaded at www.elkhartindiana.org/publicworks or a printed copy may be purchased from Public Works.

Items listed in the Project Specification 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 City. The following pay items are applicable to this project:

MOBILIZATION AND DEMOBLIZATION

Prevailing Elkhart Standard Specifications, Division B: 1.1

Basis of Payment

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

MAINTENANCE OF TRAFFIC

Prevailing Elkhart Standard Specifications, Division B: 1.3

S Main St. and Lexington Ave. shall remain open at all times.

Basis of Payment

2.) 1 LSUM Maintenance of Traffic

PAVEMENT REMOVAL

Prevailing Elkhart Standard Specifications, Division B: 3.3

Pavement removal is not anticipated and will only be deemed necessary after city approval.

Basis of Payment

3.) 50 LFT Pavement Removal

CONCRETE SURFACE

Prevailing Elkhart Standard Specifications, Division B: 6.4

Integrated pigment. Color TBD.

Basis of Payment

4.) 1700 SFT Concrete, 4"

PROVIDE AND INSTALL ONE 8' X 10' PREFABRICATED RETAIL/STORAGE KIOSK

Prevailing Applicable Building Codes

Basis of design: 10' Custom Container Coffee Shop sold by M-W Containers. Electrical hookup required. Water and waste may be included as an alternate.

Basis of Payment

5.) 1 EA Kiosk

PROVIDE AND INSTALL TWO SURFACE MOUNTED 16' X 16' ANODIZED ALUMINUM PERGOLA-STYLE SHADE STRUCTURES

Prevailing Building Codes or established best practices and manufacturers guidelines

Basis of Design: Stratus Aluminum Pergola sold by Structureworks.

Basis of Payment

6.) 2 EA Aluminum Pergola

PROVIDE AND INSTALL ELECTRICAL METER AND PANEL

Prevailing Elkhart Standard Specifications, Division B: 8.4

A wooden H-frame (minimum) desired. Alternate: Tesco cabinet.

Basis of Payment

7.) 1 EA Electric Meter & Panel

BOLLARDS

Prevailing Building Code or established best practices and manufacturers guidelines

Bollards to be bright yellow in color.

Basis of Payment

8.) 3 EA Bollards

LIGHTING

Prevailing Elkhart Standard Specifications, Division B: 8.4

Basis of Design: Hydrel Wanderl, PM1

Basis of Payment

9.) 8 EA Pedestal Lighting

10.) 150 LFT Conduit

11.) 2 EA Handhole

RESOLUTION NO. 26-R-_____

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

Whereas, The Commission has received and reviewed the attached Agreement for Professional Services (the "Contract for Services") to be performed by Neighborhood Evolution, LLC ("NEVO") to provide services to expand and redevelop the Woodland Crossing Shopping Center as described in the Contract for Services (the "Services"); and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the employment of NEVO at a fee not to exceed \$40,000.00 to perform the Services.
2. The Commission approves the form of Contract for Services attached hereto, and authorizes its execution.
3. The Commission appropriates \$40,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area ("Consolidated TIF") Special Fund Account No. 4453-5-000-4310400 to cover the cost of the Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 11th DAY OF
AUGUST 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

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

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

For the following Project: ("Project").
2026 Scope Extension for Implementation Support (July 31, 2026) – Woodland Crossing
Rezoning, Infrastructure and Housing Partnership Implementation, Commercial Repositioning & Asset Management

City and Consultant agree as follows:

ARTICLE 1- SERVICES OF CONSULTANT

1.01 Scope

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

ARTICLE 2 - CITY'S RESPONSIBILITIES

2.01 General

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

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

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

ARTICLE 3 -SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 *Time/or Completion*

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

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

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

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

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

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

the withholding have been removed.

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

ARTICLE 5 - GENERAL CONSIDERATIONS

5.01 *Standards of Performance*

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

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

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

ARTICLE 6 - USE OF DOCUMENTS

6.01 *Use of Documents*

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

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

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

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

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

6.02 *Insurance*

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

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

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

6.03 *Suspension and Termination*

A. *Suspension.*

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

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

B. *Termination.*

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

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

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

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

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

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

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

6.05 *Controlling Law*

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

6.06 *Successors, Assigns, and Beneficiaries*

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

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

any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

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

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

6.07 *Dispute Resolution*

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

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

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

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

6.08 *Indemnification by Consultant*

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

ARTICLE 7 – CONFLICT OF INTEREST

7.01 *Conflict of Interest*

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

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

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

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

7.02 *Miscellaneous Provisions*

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

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

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

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

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

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

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

ARTICLE 8 -E-VERIFY REQUIREMENT

8.01 *Terms*

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

8.02 *Enrollment and Participation*

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

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

8.03 *Affidavit*

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

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

8.04 *Subcontractors*

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

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

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

8.05 *Employment of Unauthorized Aliens*

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

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

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

8.06 *When E-Verify is not Required*

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

ARTICLE 9- EXHIBITS AND SPECIAL PROVISIONS

9.01 *Exhibits Included*

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

9.02 *Total Agreement*

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

9.03 *Designated Representatives*

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

9.04 *Suspension and Debarment*

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

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

9.05 *Investments in Iran*

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

9.06 *Title VI Notice*

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

[signature page follows]

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

CITY

CONSULTANT

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

Neighborhood Evolution LLC

By: _____
Sandra Schreiber
Title: President, Redevelopment Commission

By: _____
Jim Kumon
Title: Vice President of Neighborhood
Evolution LLC

Date: _____

Date: _____

Attest: _____
Clerk

Consultant License or
Certification No.: _____
State of: _____

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

Address for Giving Notices

Designated Representative

Title: Michael Huber, Director of
Development Services
Phone Number: 574-522-4855
Fax Number: _____
Email Address: mike.huber@cityofelkhartin.gov

Designated Representative

Title: Jim Kumon, VP
Phone Number: _____
Fax Number: _____
Email Address: jkumon@electrichousing.com

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

Consultant's Services

**Neighborhood Evolution
2026 Scope Extension for Implementation Support
Woodland Crossing - Elkhart, Indiana**

July 31, 2026

This scope of work provides technical assistance to the City of Elkhart and its designees for the expansion and redevelopment of Woodland Crossing shopping center. The project will be staffed by Neighborhood Evolution Principals Jim Kumon and Monte Anderson, with support from Mike Keen, Bernice Radle and Mags Hawley for a duration of 7 months from August-December 2026.

PART 1: Rezoning, Infrastructure and Housing Partnership Implementation

The following scope outlines owners representative services to advise on the master plan implementation strategy for surface and underground infrastructure and new vertical construction for housing and commercial spaces. In addition, this scope includes drafting a Planned Development zoning document and assisting the city with evaluating potential buyers and positioning properties to be sold via a land condominium process.

This includes tasks such as:

- Advise as needed during engineering and construction for third party utility installation, underground water and sewer lines, site condo map finalization, green spaces, site circulation and alignment of legal easements.
- Refine development proformas to finalize land sales prices for site condos that will be building pads as infrastructure construction costs become available. Work with city and legal team to devise standard development agreement framework and contract for land sales to be used to start negotiations with buyers.
- Write Planned Development zoning language that will be the basis for rezoning the site. This will enable new uses on the site outside the base zone and ensure a physical urban design that will promote walkability and high quality spaces for people.
- Assist with preparation steps for launching a community development organization to become the future land holder and operator of Woodland Crossing.
- Participating in bi-weekly project management and coordination meetings, approximately 2 hours in duration.

Fee: \$22,500 - 5 Month Scope - \$4500 per month

PART 2: Commercial Repositioning and Asset Management

The following scope outlines owners representative services to supervise leasing, property management and asset management for city owned properties in Woodland Crossing and to

interface with projects in the adjacent mall surrounding. This advisory role will provide advice and strategic direction for the lease up and build out of existing and renovated commercial buildings of approximately 95,000 SF.

- Assist leasing agent in devising strategies behind repositioning small scale vacant spaces (for suites already existing), including tenant improvement financing and construction management oversight to fill and occupy such suites. Work towards achieving 2026 leasing targets as outlined in leasing 3 year projection.

- Review on at least a quarterly basis budgets and tasks for O&M, capital maintenance plan costs as they pertain to other capital improvements being made to the property.

- Participating in bi-weekly meeting for leasing, property management, construction oversight and asset management.

Fee: \$15,000 - 5 Month Scope - \$3000 per month

PART 3: Support of Commercial Leasing Tasks

Providing leasing support services for layout of commercial suites and related leasing background checks. Sketches, drawings and other information provided to support City leasing agent in qualifying applicants and vetting business plans presented for lease.

Fee: \$5,000

Total Contract Amount: \$42,500

Fees billed monthly in lump sum format.

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

Insurance

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

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

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

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

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

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

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

EXECUTED on the ____ day of _____, 20__.

Printed: Jim Kumon, Vice President

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

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

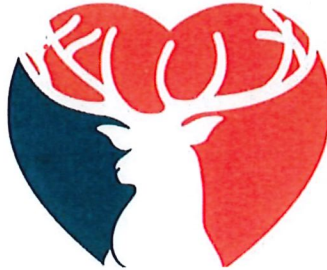
I, **Jim Kumon**, certify to the following:

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

EXECUTED this ____ day of _____, 2024.

Jim Kumon, Vice President
Neighborhood Evolution

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



City of Elkhart, Indiana

the city with a heart

Title VI Notice

Title VI Policy

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

The Title VI Coordinator is: _____

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

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

Acceptance by Consultant

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

Signed

Jim Kumon, Vice President
Neighborhood Evolution

Dated

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

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

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,
ALLOCATING FUNDING FOR TIF AREA 7 LOCAL PUBLIC IMPROVEMENTS

Whereas, The Commission has received a request from Public Works to provide funding for local public improvements that will design and relocate the sanitary sewer line that serves Allocation Area No. 7 and staff has requested the Commission allocate \$18,700.00 of funding for the project (the "Funding Request"), such project to be overseen by the Department of Public Works; and

Whereas, the proposed improvements are located within and will directly benefit and serve the Downtown Urban Development Area and Allocation Area No. 7 and the residents thereof; and

Whereas, the Commission believes it is in the best interest of the City, the Area, and the inhabitants to approve the Funding Request.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Funding Request.
2. The Commission requests the Board of Public Works execute all contracts and take all actions necessary to cause the additional work to be performed.
3. The Commission allocates the sum of \$18,700.00 from the Allocation Area No. 7 Special Fund, Account No. 4445-5-000-4310400, to help cover the cost of the local public improvements, with any unused funds to be returned to the appropriate account.
4. 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 THIS 11TH DAY OF AUGUST 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

Rod Roberson
Mayor

Michael Huber
Director of Development Services



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

Warrick & Boyn

July 2026

Invoice

Total Current

Work

\$14,118.31



City of Elkhart

City of Elkhart

Treasurers Report Summary

Date Range: 01/01/2026 - 05/31/2026

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	5,307.23	6,070.00	0.00	0.00	61,983.26	61,983.26	0.00
3329 - Parkway at 17 - Bond	119.16	1.66	0.00	0.00	0.00	120.82	120.82	0.00
3330 - Boulder Run - Bond	4,780.65	66.57	0.00	0.00	0.00	4,847.22	4,847.22	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	1,694,881.98	0.00	0.00	6,489,188.06	6,489,188.06	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	101,029.01	0.00	0.00	15,928,971.72	15,928,971.72	0.00
4451 - TIF BAYER/TECH PARK ALLOC	1,367,699.24	0.00	18,423.10	0.00	0.00	1,349,276.14	1,349,276.14	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	3,867,716.17	0.00	0.00	2,693,579.99	2,693,579.99	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	4,910.61	449,128.39	0.00	0.00	0.00	0.00	0.00
4680 - Parkway at 17 - Project	6,497,776.06	56,508.13	6,401,139.92	0.00	0.00	153,144.27	153,144.27	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
Report Total:	40,763,364.72	1,164,218.20	12,607,529.69	0.00	0.00	29,320,053.23	29,320,053.23	0.00