AMENDED AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, SEPTEMBER 8, 2020 at 4:00 P.M.

THIS MEETING WILL BE HELD ELECTRONICALLY VIA WEBEX
To join, go to http://coei.webex.com, enter 172 704 2036 as the event number and “commission” as the event password. The meeting can also be accessed using the following link: https://coei.webex.com/coei/onstage/g.php?MTID=e0f6c65c0a3167ec107be130d6dbfc7a0
To join by phone, call 415-655-0001, enter 172 704 2036 as the event number.

Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to dana.donald@coei.org prior to the meeting.

1. Call to Order

2. Approval of Minutes
   a) August 11, 2020

3. Unfinished Business
   None

4. New Business
   a) Community Development Block Grant – Parks Projects
   b) Central Park Appropriation
   c) 1045 S Main Street – Approval of Purchase Agreement
   d) Heron Environmental – Approval of Phase I Services Contract for 1029-1039 S Main Street and 1045 S Main Street
   e) Portage Place – Approval of Access Agreement
   f) Approval of EnviroForensics Employment- To Prepare VRIP for G&W
   g) Approval of IDEM Invoice for G&W for July 2020
   h) Approval of Crowe Invoice for Professional Services for July 2020
   i) Approval of August Mack Invoice for Foundry work July 2020
   j) Approval of Invoice for Foundry Mediator Services for April 2020
   k) Golden Bear Bikes Presentation
5. **Staff Updates**
   - CDBG
   - Downtown
   - Economic Development Projects
   - Cassopolis Street Projects
   - TIF Budgets Summary

6. **Other Business**
   a) Approval of Invoice – Warrick & Boyn (August 2020)

7. **Correspondence / Announcements**
   a) Lerner Theatre Board Minutes – 7/8/2020
   b) 20-BZA-28 1217 and 1221 South Main Street

8. **Public Comment**

9. **Adjournment**
REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND FLOOR, COUNCIL CHAMBERS via WebEx
Tuesday, August 11, 2020
4:00 P.M.

PRESENT IN-PERSON: SANDI SCHREIBER, WES STEFFEN, ANTHONY COLEMAN, AND ALEX HOLTZ

ALSO: ADAM FANN, GARY BOYN, KACEY JACKSON, RASMUS JORGENSEN, AND DANA DONALD (Recording Secretary)

WEBEX: LAURA MILLER, CHAD LEGGETT, CHRIS POTTRATZ, AND ERIK MROZ,

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

APPROVAL OF JULY 14, 2020 MEETING MINUTES
Motion made by Mr. Steffen seconded by Mr. Coleman to approve the minutes from July 14, 2020 meeting. All were in favor and none opposed. Voice vote carried.

UNFINISHED BUSINESS
No unfinished business for discussion.

NEW BUSINESS
Community Development Block Grant - 2020 Subrecipient Agreements: Ms. Jackson stated that the program year started on July 1, 2020. We received the 2020 CDBG allocation of $761,559. She discussed the Public Services that the Subrecipients will provide. All the Subrecipients are 501(c)3, and are limited by HUD to the 15% cap of allocated funds which is $114,234. Of that amount, $63,000 has been allocated with $51,234 remaining. We wanted to get those funds out to our major community stakeholders.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
<th>Activity</th>
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</thead>
<tbody>
<tr>
<td>Aids Ministries/Aids Assist</td>
<td>$10,000</td>
<td>Permanent Housing</td>
</tr>
<tr>
<td>Boys and Girls Club</td>
<td>$3,000</td>
<td>Daily Nutrition Program</td>
</tr>
<tr>
<td>Council on Aging</td>
<td>$10,000</td>
<td>Transportation Services</td>
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<td>Goodwill Industries</td>
<td>$14,000</td>
<td>Beating the Odds of Self Sufficiency Program</td>
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<td>Minority Health Coalition</td>
<td>$6,000</td>
<td>Chronic Disease Self-Management Program</td>
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<tr>
<td>YWCA</td>
<td>$20,000</td>
<td>Safe Haven Shelter</td>
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<tr>
<td>Total Subrecipient Grants</td>
<td>$63,000</td>
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A motion was made by Mr. Steffen seconded by Mr. Coleman to approve the 2020 CDBG Subrecipient Agreements as presented and in the amounts recommended. Ms. Schreiber asked for any questions or comments from the Commissioners or the public. No comments. All were in favor and none opposed. Voice vote carried.

Ms. Schreiber thanked Ms. Jackson for all of her hard work.
EOZ Business – Approval of Development Agreement: Mr. Boyn stated that this is a Zone 1 project east of the Aquatic Center. Public Works has been doing a lot of the discussions with EOZ Business LLC in regard to the public works improvements that are to be made on the property and have finally worked out all of the questions and issues that the Developer had in regard to what the City was going to do. After a meeting a couple of weeks ago and making a couple of final changes; the Developer advised that they are comfortable with the Agreement and they are ready to sign it at the appropriate time. It was decided that bids would be sought for the public work to determine that they came in at levels that both sides would feel comfortable with before the final Agreement is signed.

A motion was made by Mr. Steffen seconded by Mr. Coleman to approve the development agreement for Elkhart Opportunity Zone Business LLC. Ms. Schreiber asked for any questions or comments from the Commissioners.

Mr. Steffen asked if the bidding process had started.

Mr. Boyn stated that he didn’t know. They were going to do it as quickly as possible but I think they were waiting for JPR to complete some drawings on the sanitary sewer/wastewater sewer.

Ms. Schreiber asked for any questions or comments from the public. No comments. All were on favor and none opposed. Voice vote carried.

1029-1039 S Main Street – Approval of Purchase Agreement: Mr. Boyn stated that Mr. Fann has been working on this and may possibly have something to add. You directed at a prior meeting that a purchase agreement be prepared and submitted to the seller and one was. He had some issues about what various costs would be associated with the closing. Meridian Title sent an email to everybody indicating a general number of what those costs would be; which helped the Seller feel more comfortable and ultimately signed the purchase agreement. The purchase agreement is before you today for approval. If signed, we can send for title, submittal and try to proceed with closing as soon as we can. Mr. Boyn asked Mr. Fann if he had any comments.

Mr. Fann stated that we will also need to order the Phase 1 before we go to closing. One concern that the Seller had was the timeframe he had to leave the building. He is asking for 90 days after closing to leave the building.

Ms. Schreiber asked if that was something we needed to put in the purchase agreement.

Mr. Boyn stated no. A letter after the fact would be sufficient on that.

Mr. Coleman asked if this was the Stereo Shop.

Mr. Fann answered yes.

Mr. Steffen made a motion seconded by Mr. Coleman to approve the purchase agreement and allow for a 90 day move out period after closing. Ms. Schreiber asked for any questions or comments from the public. No comments. All were on favor and none opposed. Voice vote carried.

Ms. Schreiber thanked Mr. Fann for all his hard work and patience on this project.

1201 S Main Street - Counteroffers: Mr. Fann stated that in your packet is a counteroffer from Ohaneson Properties (323 Gross Street-Elkhart). They are offering $100 and will do all the legal work with fees included to transfer that property.

Mr. Boyn stated we will need to approve the preparation of a purchase agreement.

A motion was made by Mr. Holtz and seconded by Mr. Steffen to approve the preparation of a purchase agreement. Ms. Schreiber asked for any questions or comments from the public. No comments. All were on favor and none opposed. Voice vote carried.
Property adjacent to 120 W Indiana Avenue – Approval of Purchase Agreement: Mr. Boyn stated that this is a property that Lacasa Inc is interested in acquiring from us for a $1.00. The property they want us to deed to them is east of 120 W Indiana which Lacasa, Inc. already owns. They are both vacant lots and Lacasa wants to build a single family residence across both of the lots once they own them for low and moderate income families. This is a use that is consistent with the Redevelopment Development Commission goals. A little bit of a wrinkle came up this week when we checked on the background of this lot. It was acquired through tax sale which was acquired under the normal processes where we get a tax certificate and let the redemption period run and then we apply for the deeds well that was fine. It was issued in our name, but it is a piece of property that is not in any redevelopment or development area that we ever created. So there is a specific statute I.C. 36-7-14-22.5 that talks about the procedures that we follow to dispose of a piece of property that we acquired that is not in one of our areas. This requires us to also go to the Common Council and get their approval for disposing of the property. So I prepared that resolution and sent it to the City Attorney yesterday and told him to tweak it in any way necessary and then we can get it to the Council at their next meeting. So what you will be doing is adopting a motion to approve the terms and conditions of the purchase agreement as submitted and then it will go to Council for their approval. Once that is approved we can then move forward with exchange of signed documents and do whatever steps we have to take to close on the property.

A motion was made by Mr. Coleman seconded by Mr. Holtz to approve the purchase agreement. Ms. Schreiber asked for any questions or comments from the Commissioners or the public. No comments. All were in favor none opposed. Voice vote carried.

Portage Place – Approval of Amendment to the Development Agreement: Mr. Boyn stated that this is a one-page amendment. A few months ago the Commission adopted Amendment No. 1 that extended certain deadlines including time for submitting construction plans, time for us to deliver the deeds and give them possession of the property, time for them to commence construction, and to extend their option to provide written notice to terminate the agreement. They have again made contact and said they were not ready to begin construction on the timeframe and asked for a six-month extension. So Amendment No. 2 extends their time to submit their construction plans to 5:00 p.m. on September 1, 2020 (and frankly we’ve already received those construction plans anyway). It extends the time for us to deliver the deed and give possession to January 12, 2021, it amends the time for them to commence construction to January 30, 2021, and it amends their option to provide written notice to terminate the agreement to December 10, 2020.

Mr. Steffen made a motion seconded by Mr. Coleman to adopt the resolution approving the extension set forth in Amendment Number 2. Ms. Schreiber asked for any questions or comments from the Commissioners or public.

Mr. Holtz stated that he was a “no vote” last time they asked for an extension and he understands with all that is going on. This will be the only time I will vote yes to giving them an extension; personally I’m excited about the project and would like to see it get started.

All were in favor none opposed. Voice vote carried.

Portage Place – Approval of Construction Plans: Mr. Boyn stated that we have already received the basic plans I suggested that we put this on the agenda today just in case anyone had any questions or comments on the plans you’ve seen so far. Or whether Staff has any additional questions or comments at this time. If not, I will let them know. If they have any material changes from this point on they will need to come back to us with those.

A motion was made by Mr. Steffen seconded by Mr. Coleman that at this time the Commission has no concerns or changes as to the construction plans. Ms. Schreiber asked for any questions or comments from the Commissioners or public.

Ms. Schreiber stated that she did see that they received approval from the BZA.

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Mr. Boyn answered yes.
All were in favor and none opposed. Voice vote carried.

**Approval of Ice Miller billing for GC Conn for June 2020:** Mr. Boyn stated that this is for 1101 E. Beardsley previously referred to as the Conn site, which has environmental contamination and requires remediation, and has employed Ice Miller, LLP to provide services related to the MACOG environmental review and the collection of clean-up costs from prior owners for Services through June 30, 2020, being Invoice 01-2046343. The Commission appropriates the sum of $115.50 from the Downtown Allocation Area No.1 to cover the cost of the Services.

A motion was made by Mr. Coleman seconded by Mr. Steffen to approve the invoice. Ms. Schreiber asked for any questions or comments from the Commissioners or public. No comment. All were in favor and none opposed. Voice vote carried.

**Approval of Ice Miller billing for G & W for June 2020:** The Commission has acquired the realty at 2306 S. Main previously referred to as the G&W site, which has environmental contamination and requires remediation, and has employed Ice Miller, LLP to provide services related to the City's application for entry into the IDEM Voluntary Remediation Program. This billing is for services through June 30, 2020, being Invoice 01-2046344 for $570.00 from the funds appropriated on November 12, 2019 from the Consolidated South Elkhart Economic Development/ Redevelopment Area Allocation Area Special Fund.

A motion was made by Mr. Steffen seconded by Mr. Coleman to approve the invoice. Ms. Schreiber asked for any questions or comments from the Commissioners or public. No comment. All were in favor and none opposed. Voice vote carried.

**Approval of EnviroForensics Invoices for Star Tire Environmental Clean-up for June 2020:** The Commission has acquired the realty at 200 and 216 N. Main previously referred to as the Elkhart Armory and Star Tire properties, which sites have environmental contamination and require remediation, and has employed EnviroForensics, LLC to provide environmental engineering services pertaining to the source identification and nature of the environmental clean-up required on the premises. This billing is for Invoice 23327 in the amount of $2,935.00 for Services performed in June 2020, in accordance with the Fee Agreement.

A motion was made by Mr. Coleman seconded by Mr. Steffen to approve the invoice. Ms. Schreiber asked for any questions or comments from the Commissioners or public. No comment. All were in favor and none opposed. Voice vote carried.

**STAFF UPDATES**

**CDBG**

**DOWNTOWN** Mr. Fann stated that he received an email from Pizza Hut who rents space in our building. There was a pretty significant leak in the roof after the storm. I’ve called contractors to come out and give us a cost on that. We will probably have to do an emergency repair on the roof. That fix will come out of the proceeds from the rent we’ve been collecting from Pizza Hut. I’ll give you an update on that next month.

Also George Byers and I have been contacted by individuals interested in purchasing 112 Division. Is this something that the Commission would entertain or would you like to hold the building? I have not responded to these individuals yet so I do not know what their plans are for the building. I wanted to talk to you first before I moved forward.

Mr. Boyn stated that we have offered that property.
Mr. Fann stated that I think we did years ago before we did any improvements to it. We’ve got some money into it now and I know that there’s a State Statute that tells us how we can go about doing that. But with the money we’ve got in to it, I didn’t know if that was a conversation we needed to have about what the final price would be.

Mr. Boyn stated if we have offered it for purchase and more than 30-days have passed after that offering; then we have the right to negotiate with any one we want on the sale on whatever terms we want without having to offer it to the public at large, again. It sticks in my mind that we offered that all we need to do is just verify that. So what you are asking today is if the Commission has an interest in selling that or at least exploring a potential sell of the property.

Mr. Fann stated correct.

Ms. Schreiber stated Commissioners.

Mr. Steffen said I would certainly entertain them coming forth with what their intentions are with the property. If you want to engage them that’s great. Do we need an official motion to do so?

Mr. Boyn stated no. I think at this point if you’d just say you’d like to explore the opportunity to sell that property and on what terms.

Mr. Holtz stated that he definitely has a bias toward private ownership of property. Unless we have bigger plans for 112 Division that I don’t know about, I’m definitely for exploring a potential sell.

Mr. Boyn asked if the property is being leased right now.

Mr. Fann stated yes the upstairs is rented and the downstairs has not been rented in sometime.

Ms. Schreiber asked if we sell it, will the buyers have to go through anything with the Historic Commission?

Mr. Fann stated that any improvements done to the outside of the building would I don’t know about the interior.

Ms. Schreiber stated she just got a heavenly message that said “Yes! Sell the thing”. That was one of John Horvat’s favorite...

Mr. Fann said yes, yes it was. I will contact the individuals and see what their plans are and what their appetite is for the building. Thank you.

**ECONOMIC DEVELOPMENT PROJECTS**

**CASSOPOLIS STREET PROJECTS** Mr. Fann stated everything is going smooth on Cass; we have a second kickoff meeting for the Wayfinding Project tomorrow. Other than that construction moves forward and everything seems to be alright.

**TIF BUDGETS SUMMARY**

**OTHER BUSINESS**

**Approval of Invoice – Warrick & Boyn (July 2020)** A motion was made by Mr. Coleman seconded by Mr. Steffen to pay the invoice. Ms. Schreiber asked for any questions or comments from the Commissioners or public. No comment. All were in favor and none opposed. Voice vote carried.

**CORRESPONDENCE / ANNOUNCEMENTS**

20-UV-10 and 20-BZA-19 VL East Jackson Boulevard
20-BZA-22 511 S Main Street
20-X-04 315 Chapman Avenue
PUBLIC COMMENT

ADJOURNMENT

There being no further discussion, the meeting was adjourned at 5:35pm.

______________________________
Sandi Schreiber, President
RESOLUTION NO. 20-R-

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROPRIATING ADDITIONAL FUNDS FOR THE CENTRAL PARK PROJECT

Whereas, the Commission has approved and appropriated funding for certain park improvements including construction of an outdoor performance stage on the Central Park area (the "Project"); and

Whereas, additional funding is required to cover certain change orders needed to accommodate site conditions and project modifications and the Commission desires to appropriate funds for such additional work; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the additional funds be appropriated.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the additional funding for the Project in the amount of $150,000.

2. The Commission requests the Board of Public Works execute and deliver all change orders for the Project it deems necessary and appropriate,

3. The Commission appropriates the sum of $150,000.00 from the Downtown Allocation Area No. 1 Special Fund to cover the additional costs.

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 AT ITS PUBLIC MEETING THIS 8TH DAY OF SEPTEMBER 2020.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By ________________________________
Sandra Schreiber, President

ATTEST:

By ________________________________
Alex Holtz, Secretary
Memo

To: Redevelopment Commission Member
From: Adam Fann
Date: 8/31/20
Re: Central Park Construction Shortage

As many of you may know, the Central Park project was estimated to be a $4.5 Million project so in the beginning of the project we worked with Staff from Public Works to do some cost engineering to bring the project with in the $2 Million budget that the Commission allocated. This included removing the restroom/café building to be built once other funds became available as well as some landscaping and seating around the park. Staff felt that most of these items could be added to the park at a later date without much disturbance to the rest of the project once completed. As with most of our projects change orders were needed to accommodate unforeseen on site conditions and project modifications. Since the new park is now ADA compliant Public Works has allocated some of their ADA funds to cover some of the shortage but is not enough to cover the total shortage. Staff is asking the Commission for an appropriation from the Downtown TIF of $150,000 to cover the rest of the project costs.
RESOLUTION NO. 20-R——

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING PURCHASE
AGREEMENT FOR 1045 SOUTH MAIN

Whereas, the Commission staff and Owner of the property at 1045 S. Main, as more fully described in the attached Purchase Agreement (the “Property”), have reached a tentative agreement for the Commission to purchase the Property and have submitted the proposed Purchase Agreement attached hereto (the “Purchase Agreement”) to the Commission for final approval; and

Whereas, the Commission having obtained appraisals of the Property and having determined that the price of $7,050.00 is a fair price, and that the parcel is in disrepair and a hazard to the neighborhood and residents, now finds that the Property is needed for redevelopment purposes and the Property should be acquired; and

Whereas, the Commission has reviewed the form of Purchase Agreement and finds the terms acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the purchase of the Property at the price of $7,050.00 on the terms set forth in the Purchase Agreement attached hereto.

2. The Commission approves the terms and conditions of the Purchase Agreement.

3. The Commission appropriates the sum of $15,000.00 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of acquisition, any inspections, environmental reviews, property surveys and closing costs which may be required prior to closing to be allocated between buyer and seller as provided in the Purchase Agreement at closing. Any surplus remaining to be returned to the appropriate account.

4. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement, and all other documents, and do all acts, which they deem necessary and desirable to complete the purchase.


CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By __________________________
Sandra Schreiber, President

ATTEST:

By __________________________
Alex Holtz, Secretary
PURCHASE AGREEMENT

1. PARTIES: As of the ____ day of __________________, 2020, Diocese of Fort Wayne - South Bend, Inc., an Indiana not-for-profit domestic religious corporation ("Seller") agrees to sell and convey to the 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 commonly known as 1045 South Main Street, is a tract of land situated in the City of Elkhart, Elkhart County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges and appurtenances pertaining thereto 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 Seven Thousand Fifty and no/100 Dollars ($7,050.00) ("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 financing.

6. CLOSING: The closing of the sale (the “Closing Date”) shall take place at Meridian Title Corporation 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 will be completed, at Purchaser’s option and sole expense, within Ninety (90) days of the date hereof, except that Seller shall provide Purchaser, at Seller’s expense, a Phase I environmental study report. Any additional studies recommended
by the Phase I environmental engineer shall be at Purchaser’s expense. 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:** 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 grants Purchaser and Purchaser’s agents access to the Property as needed prior to closing to obtain, at Purchaser’s expense, such additional surveys for the Property as Purchaser may desire.

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;
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 (c)
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:** Seller grants to Purchaser unlimited
access to the Property to conduct, at Seller’s expense to be paid at Closing, a Phase I Environmental
Inspection (the “Phase I”), and such further environmental studies at Purchaser’s expense, as
Purchaser desires.

Purchaser shall have ninety (90) days after the delivery of the Phase I report, to
review the Phase I and the environmental condition of the Property and to conduct, at Purchaser’s
option and expense, a Phase II Environmental Inspection (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 Phase II Environmental Inspection.
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 without penalty. 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 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, without penalty, 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 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 (i) waive such condition and thereupon remain obligated to perform this Agreement; or (ii) terminate this Agreement without penalty, and receive back any documents previously deposited. 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) Any 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 (i) waive such condition and thereupon remain obligated to perform this Agreement; or (ii) terminate this Agreement without penalty. 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, property inspections 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 Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor’s Affidavit;

2. 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 easements and restrictions of record, current zoning laws, real estate taxes and 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 its interest in this Agreement to persons or entities of its 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

"SELLER"

Diocese of Fort Wayne-South Bend, Inc.

By: ____________________________

229 S. Second St., Elkhart, IN 46516
Purchaser’s Address for Notice Purposes

Seller’s Address for Notice Purposes

_________ ______
Purchaser’s S.S. # or Taxpayer I.D. #

Seller’s S.S. # or Taxpayer I.D. #
EXHIBIT A

Outlot Numbered Sixty-five (65) and a part of Outlot Numbered Sixty-four (64) as the said Outlots are known and designated on the recorded Plat of the Town, now City of Elkhart, Indiana, being more particularly described as follows: Beginning at an iron stake on the South line of said Outlot 65 where said line is intersected by the West line of Prairie Street in the said City of Elkhart; thence due North along the West line of said Prairie Street, a distance of 52.46 feet to the Southwesterly line of said South Main Street; thence North 45 degrees 3 minutes West along the Southwesterly line of said South Main Street, a distance of 94.35 feet; thence South 44 degrees 42 minutes West a distance of 49.43 feet; thence South 49 degrees 33 minutes West a distance of 37.00 feet; thence South 52 degrees 31 minutes West a distance of 39.22 feet; thence Southeasterly 42.97 feet to a point in the South line of Out Lot 65; thence 89 degrees 51 minutes East along the South line of said Outlot 65 a distance of 136.96 feet to the place of beginning of this description.

RESOLUTION NO. 20-R-


Whereas, the Commission has entered into an agreement to purchase the improved real estate commonly known as 1029-39 S. Main Street and 1045 S. Main Street (the “Property”) and requires a Phase 1 environmental study to determine if there are potential environmental issues (the “Phase 1 Services”); and

Whereas, the Commission has determined to use Heron Environmental, LLC. ("Heron") to perform the Phase 1 Services at a price of $1000 per study in accordance with the Engagement Letter attached hereto; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve Heron as the service provider, the funding for such services at 1029-39 S. Main has been previously appropriated, and funding for the services at 1045 S. Main needs to be appropriated subject to such funding being reimbursed at closing.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Heron to provide the Phase 1 Services at a not-to-exceed cost of $2000.00, with a separate report to be issued for each purchase.

2. The Commission approves the form of Engagement Letter attached hereto.

3. The Commission appropriates the sum of $1000.00 from the Downtown Allocation Area No. 1 Special Fund to cover the pre-closing cost of the study on 1045 S. Main, which funds will be reimbursed to Commission at closing.

4. The Officers of the Commission are authorized and directed to perform all acts and enter into the attached Engagement Letters and any other Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF SEPTEMBER 2020.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By

Sandra Schreiber, President

ATTEST:

By

Alex Holtz, Secretary
August 13, 2020

Adam Fann
City of Elkhart
229 South Second Street
Elkhart, Indiana 46516

RE: Proposal for Phase I Environmental Site Assessments
Commercial Properties
1029-1039 S. Main Street/S. 2nd Street
& 1045 S. Main Street
Elkhart, Indiana
Heron Proposal No. 20-0526

Mr. Fann,

Heron Environmental, LLC (Heron) is pleased to provide this Proposal to perform two Phase I Environmental Site Assessments for the commercial properties located at 1029-1039 S. Main Street and adjoining vacant lot on S. 2nd Street (Property 1); and 1045 S. Main Street (Property 2), in Elkhart, Elkhart County, Indiana. Property 1 includes five parcels identified as Parcel Numbers 20-06-08-234-012.000-012, 20-06-08-234-025.000-012, 20-06-08-234-026.000-012, 20-06-08-234-027.000-012, and 20-06-08-234-028.000-012, totaling approximately 0.51-acres and is currently developed with four buildings totaling approximately 13,500-square feet. Property 2 is one parcel, 20-06-08-234-041.000-012, totaling approximately 0.21-acres and currently developed with combined structures totaling approximately 9,000-square feet. Heron understands that the City of Elkhart has requested the assessments to satisfy one of the requirements to qualify for the Innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability, the "landowner liability protections (LLPs)"., which is the practice that constitutes all appropriate inquiries into the previous ownership and uses of the properties consistent with good commercial and customary practice as defined at 42 U.S.C. §9601(35)(B).

In performing the assessments Heron will conform with the ASTM E1527-13 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process", which defines good commercial and customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to contaminants within the scope of the (CERCLA) and petroleum products, taking into account commonly known or reasonably ascertainable information.
The goal of the assessments is to identify Recognized Environmental Conditions, defined as the presence or likely presence of any hazardous substances or petroleum products in, on, or at the Property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

The following Scope of Work will be completed in performing the assessments.

**SCOPE of WORK**

Each Phase I Environmental Site Assessment shall have four components, as follows:

- Records Review;
- Site Reconnaissance;
- Interviews; and
- Report.

**Records Review**

At a minimum, the Records Review will include a review of standard Federal, State, and Tribal environmental record sources; a review of pertinent regulatory files for the Properties or adjoining properties if listed on the standard environmental record sources; current USGS 7.5 Minute Topographic Map; and obvious uses of the Properties from present back to first developed use or 1940 (whichever is earlier) as established by one or more of the following sources: aerial photographs, fire insurance maps, property tax files, recorded land title records, local street directories, building department records, zoning/land use records, or other historical sources.

**Site Reconnaissance**

The Properties and any structure(s) located on the Property shall be visually and/or physically observed. It is not expected that more than one visit to the Properties shall be made. Uses and conditions of the Properties will be noted to the extent observed and may be the subject of questions asked to owners, operators, and occupants. Such uses and conditions include current and past uses of the Properties and adjoining properties; topographic conditions; description of structures; roads; potable water supply; sewage disposal system; hazardous substances and petroleum products in connection with identified uses; storage tanks; odors; pools of liquid; drums; hazardous substance and petroleum product containers; unidentified substance containers; PCBs; heating/cooling; stains or corrosion; drains and sumps; pits, ponds, or lagoons; stained soil or pavement; stressed vegetation; solid waste; wastewater; wells; and septic systems.

**Interviews**

Interviews will be conducted with a person with good knowledge of the uses and physical characteristics of the Properties, a reasonable number of occupants, past owners/operators/occupants (where necessary and/or available), and at least one state and/or local government official.
Report
Two separate Phase I Environmental Site Assessment Reports will be prepared and shall describe all services performed; discussions of records review, site reconnaissance and interviews; a findings section which identifies known or suspect recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions, and de minimis conditions; the environmental professional’s opinion of the impact on the Properties of conditions identified in the findings section; data gaps; conclusions; any additional services performed; limiting conditions/deviations; references; environmental professional’s signature and statement; and appendices.

USER RESPONSIBILITIES

The All Appropriate Inquiries Final Rule requires the party seeking to qualify for an LLP to CERCLA liability (the User) perform certain tasks, including a search for the existence of environmental liens and activity and use limitations (AULs) that are filed or recorded against the Property; disclosure of specialized or actual knowledge regarding the Property; consideration of the relationship between the purchase price and fair market value of the Property; disclosure of commonly known or reasonably ascertainable information regarding the Property; and consideration to the degree of obviousness of the presence or likely presence of releases or threatened released at the Property. A User Questionnaire is attached and should be returned upon authorization to proceed.

COST and SCHEDULE

Heron proposes to complete the two Phase I Environmental Site Assessments as described herein for a lump sum fee of $2,000. The assessment Reports will be provided within two weeks of authorization to proceed.

AUTHORIZATION

We appreciate the opportunity to provide our services. If you find this Proposal to be acceptable please complete the attached Authorization and return to me at jbennett@heronenviro.com. Should you have any questions or need any additional information please contact me at 574-333-4553.

Sincerely,

James R. Bennett

August 13, 2020
RE: Proposal for Phase I Environmental Site Assessments
Commercial Properties
1029-1039 S. Main Street/S. 2nd Street
& 1045 S. Main Street Elkhart, Indiana
Heron Proposal No. 20-0526

Date:

Authorized by (name and title) "Client":

Signature:

Company:

Billing Address:

Phone:

Email:

Property Contact (name and number/email):

STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to the above referenced Proposal ("Services") and constitutes the contract between Heron Environmental LLC ("Company") and Client. Services will be provided by Company in a professional manner, exercising reasonable skill and diligence expected of qualified environmental professionals. There are no other representations express or implied, and no warranty or guarantee is included or intended. Client acknowledges and agrees that Services may be performed by subcontractor chosen by Company.

Payment Terms: Projects will be invoiced at completion or every 30 days (when applicable). Payment is due on the date of the invoice and must be settled within 30 days of date of invoice. Invoices past due more than 30 days will be assessed at an interest rate of 1.5% per month.

P.O. Box 821, Elkhart, Indiana 46515
Client agrees that the Company's total liability for any and all claims arising in any way related to these Services from any cause shall not exceed and limited to the lessor of total compensation paid to Company for Services or the amount of Company's insurance pursuant to Services.
ASTM E1527-13 PHASE I ENVIRONMENTAL SITE ASSESSMENT USER QUESTIONNAIRE

Property Address or Parcel Number(s)

Name of User

Name and Title of Person Completing the Questionnaire

Address, Phone Number and Email

Signature

Date

The “All Appropriate Inquiries” Final Rule (40 CFR Part 312) requires that certain tasks be performed by or on behalf of a party seeking to qualify for one of the Landowner Liability Protections (LLPs) to CERCLA liability (the “User”) perform certain tasks. The User is defined as the party seeking to use Practice E1527 to complete an environmental site assessment of the property, and may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. In order to qualify for, the User must conduct the following inquiries.

1. Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the Property under federal, tribal, state or local law?

2. Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the Property and/or have been filed or recorded against the Property under federal, tribal, state or local law?

3. Do you have any specialized knowledge or experience related to the Property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the Property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?
4. Does the purchase price being paid for this Property reasonably reflect the fair market value of the Property? If you conclude there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the Property?

5. Are you aware of commonly known or reasonably ascertainable information about the Property that would help the environmental professional to identify conditions indicative of releases or threatened releases?

a. Do you know the past uses of the Property?

b. Do you know of specific chemicals that are present or once were present at the Property?

c. Do you know of spills or other chemical releases that have taken place at the Property?

d. Do you know of any environmental cleanups that have taken place at the Property?

6. Based on your knowledge and experience related to the Property are there any obvious indicators that point to the presence or likely presence of releases at the Property?
RESOLUTION NO. 20-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, GRANTING PORTAGE PLACE
DEVELOPMENT ACCESS TO REAL ESTATE FOR TREE REMOVAL

WHEREAS, The Commission has received a request from Portage Place Development, LLC
for right of access over and upon the former Alick’s Site on East Jackson to enable the offeror
and its agents to perform tree removal on the site needed for the proposed condominium
project; 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 8\textsuperscript{th}
DAY OF SEPTEMBER 2020.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By_________________________
Sandra Schreiber, President

ATTEST:

By_________________________
Alex Holtz, Secretary
ACCESS AGREEMENT

This Agreement effective as of the 8th day of September, 2020, between the City of Elkhart, Indiana, Department of Redevelopment ("Seller") and Portage Place Development, LLC ("Purchaser"), provides as follows:

RECITALS

1. Seller and Purchaser entered into a Purchase and Development Agreement (the "Purchase Agreement") for property in the 900 block of E. Jackson Street formerly referred to as the Alick's property, more fully described on Schedule A hereto (the "Property").

2. Purchaser plans to construct condominiums on the Property after closing on the Purchase Agreement and has requested permission to enter the Property prior to closing to remove trees from the Property to enable construction to begin promptly after closing, all at Purchaser’s sole cost.

In Consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

TERMS OF AGREEMENT

1. The Recitals are incorporated herein as part of the terms of agreement.

2. The Seller grants the Purchaser, at such time as it has the required insurance coverage in force, pre-closing access to the Property to remove such trees from the Property, as Purchaser deems necessary, to prepare the Property for construction.

3. Purchaser agrees that all costs associated with such tree removal including premiums for insurance coverages for its activities on site, shall be at the sole cost and expense of Purchaser.

4. Purchaser shall provide the City proof of general liability insurance on the Property with coverage of at least One Million Dollars per claim, against personal or property damage claims arising from Purchaser’s use of the Property pending closing. All such policies shall name both Seller and Purchaser as insureds, as their interests may appear.

5. Purchaser shall indemnify, defend and hold Seller harmless from and against any and all claims arising from Purchaser’s access to and use of the Property pending closing, including, without limitation, any claims of personal or property damage to Purchaser and Purchaser’s employees, guests, invitees and licensees and the public at large.

In Witness Whereof, the parties have entered into this Agreement as of the date above set forth.

City of Elkhart, Indiana 
Department of Redevelopment

By ____________________________  By ____________________________
Sandra Schreiber, President  Brian Smith, Managing Member
SCHEDULE A

DESCRIPTION OF PROPERTY

All that certain parcel or parcels of land located in the City of Elkhart, County of Elkhart, State of Indiana, more particularly described as follows:
LOT 4A AND LOT 6A AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE RECORDED PLAT OF "REPLAT OF LOTS 6-9 AND PORTIONS OF LOT 4-5, WILLOW VIEW ADDITION" AS SAID PLAT IS RECORDED IN PLAT BOOK 36 PAGE 64 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA; EXCEPTING THEREFROM THE WESTERLY 7.5 FEET, BY PARALLEL LINES, OF LOT 6A, AS SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF "REPLAT OF LOTS 6-9 AND PORTIONS OF LOT 4-5, WILLOW VIEW ADDITION" AS SAID PLAT IS RECORDED IN PLAT BOOK 36 PAGE 64 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.
RESOLUTION NO. 20-R-

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING ENVIROFORENSICS EMPLOYMENT TO PREPARE VRIP PLAN FOR THE G&W SITE AND APPROPRIATING FUNDS FOR PAYMENT FOR THE SERVICES

Whereas, The Commission’s application for acceptance of the G&W Site into the IDEM Voluntary Remediation Program has been approved and the next step is to prepare a Voluntary Remediation Investigation Plan (“VRIP”) for Site # 6191103 to be filed with IDEM; and

Whereas, legal counsel has recommended that Enviroforensics, LLC be employed to prepare the VRIP for submittal and perform the site testing that is required and has provided a proposal for services for the Commission’s review (the “VRIP Services”); and

Whereas, the Commission has reviewed the proposed scope and estimated budget for the VRIP Services and believes it is in the best interest of the City and its inhabitants that the VRIP Services be approved, that Enviroforensics be employed to perform the VRIP Services and the funds be appropriated to cover the cost of the VRIP Services as and when billed.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves hiring of and scope of VRIP Services to be performed by Enviroforensics, LLC in accordance with the proposal submitted.

2. The Commission appropriates the sum of $19,632.33 from the Consolidated South Elkhart Economic Development/Redevelopment TIF Area Special Fund to cover the cost of the VRIP Services. Any unused funds remaining after completion of the Services will be returned to the appropriate fund.

3. The Commission authorizes Ice Miller LLP to execute, accept and deliver the proposal and to do all acts which they deem necessary and desirable in furtherance thereof.

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF SEPTEMBER 2020.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By
Sandra Schreiber, President

ATTEST:

By
Alex Holtz, Secretary
RESOLUTION NO. 20-R-

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING IDEM BILLING
FOR G&W VRP SERVICES

Whereas, The Commission has acquired the realty at 2306 S. Main previously referred to as the G&W site, which has environmental contamination and requires remediation, and has been accepted into the IDEM Voluntary Remediation Program which requires the Commission to pay certain fees and expenses incurred by IDEM as billed from time to time; and

Whereas, the Commission has reviewed the attached IDEM invoice for Services through July 31, 2020, being Invoice 000304511 for $806.25 (the “Invoice”) and believes it is in the best interest of the City and its inhabitants that the invoice be approved for payment and the funds appropriated from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund (the “Consolidated TIF”).

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoice for payment in the amount of 806.25.

2. The Commission appropriates the sum of $806.25 to pay the invoice from the Consolidated TIF special fund.

3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF SEPTEMBER 2020.

CITY OF ELKHART, REDEVELOPMENT COMMISSION

By ______________________________
Sandra Schreiber, President

ATTEST:

By ______________________________
Alex Holtz, Secretary
INVOICE

Please Remit To:

INDIANA DEPT. OF ENVIRONMENTAL MANAGEMENT
PO BOX 3285
INDIANAPOLIS IN 46206-3285

Bill To:

ELKHART REDEVELOPMENT COMMISSION
BRENT HUBER, AMY BERG ESC.
C/O ICE MILLER LLP
ONE AMERICAN SQUARE SUITE 2000
INDIANAPOLIS IN 46222

AMOUNT DUE: 806.25 USD

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<th>Description</th>
<th>Unit Amt</th>
<th>Net Amount</th>
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Accounts Receivable is accepting payments online by e-Check, Master Card, Visa or Discover. Please visit www.IN.gov/IDEM. Under Online Services, click Online Payment options and follow the prompts.

You may also call us at 317-234-3099 and follow the instructions for Master Card, Visa or Discover payments.

A processing fee of $1 plus 1.99% will be charged for credit card payments. A processing fee of $1.00 will be charged for eCheck payments.

This invoice reflects costs of response and remediation, including project oversight, incurred by the Indiana Department of Environmental Management (IDEM) and the State of Indiana.

Invoice costs provided herein include costs associated with project management and oversight by IDEM and the State of Indiana. Costs may also include travel costs, sampling/laboratory analytical costs and contractor costs.

Owners, operators, and responsible parties are liable for the costs of response and remediation incurred by IDEM and the State of Indiana. IC 13-25-4-9, Section 107(a) of CERCLA, and/or IC 13-24-1-4.

Pursuant to IC § 24-4.5-1, interest for this invoice shall begin accruing if payment is not received by the due date noted above.

IDEM's Tax ID # 35-6000158

Checks should be made payable to the:

HAZARDOUS SUBSTANCE RESPONSE TRUST FUND

The individual who worked on the project, a general description of the work performed, the number of hours, the hourly rate, and the total cost is provided above by pay period based on the following coding element:
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**TOTAL AMOUNT DUE:** 806.25

Please write the invoice number on your check and return the upper portion of this invoice with remittance.
RESOLUTION NO. 20-R-_____  

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING INVOICE FOR  
SERVICES BY CROWE, LLP  

Whereas, The Commission employed Crowe, LLP. ("Crowe") to provide Financial Advisory Services pertaining to the Lexington Business Centre, Inc. Economic Development Loan (the "Services"), as described in the attached Invoice No. 706-2357312 in the amount of $3335.00 for professional services rendered (the "Invoice"); and  

Whereas, the Commission has reviewed the Invoice and believes it is in the best interest of the City and its inhabitants that the Invoice be approved for payment and funds appropriated to pay the same.  

NOW THEREFORE, BE IT RESOLVED:  

1. The Commission approves the Invoice for payment.  

2. The Commission appropriates the sum of $3335.00 from the Downtown Allocation Area No. 1 Special Fund to pay the Invoice.  

3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of this Resolution.  

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF SEPTEMBER 2020.  

CITY OF ELKHART, REDEVELOPMENT COMMISSION  

By ____________________________  
Sandra Schreiber, President  

ATTEST:  

By ____________________________  
Alex Holtz, Secretary
CROWE LLP  P.O. BOX 71570, CHICAGO, IL 60694-1570
Please use P.O. Box address for payments only.

REMITTANCE ADVICE
Please return this page with payment

City of Elkhart, Indiana
Attn: Ms. Sandi Schreiber, President
Elkhart Redevelopment Commission
229 South Second Street
Elkhart, IN 46516

August 28, 2020

TERMS: PAYABLE UPON RECEIPT
INVOICE NO: 706-2357312
Acct No. 804803.010 (PF#4347611)
F.E.I.N. 35-0921680

PROFESSIONAL SERVICES, for the period ended July 31, 2020:

Invoice Amount (per invoice enclosed)   $3,335.00

Please mail payment to the above address or wire/ach funds to:

BMO Harris Bank
Account of: CROWE LLP
ABA Routing Number: 071000288
Account Number: 202-483-4
Account Type: Checking
SWIFT code for international wires: IIATRUS44

Please remember to reference invoice number and send wire/ach confirmation information to:
arremitadv@crowe.com.

If you have any questions concerning this invoice, please call the Billing Department at (800) 599-2216
or email billing.department@crowe.com.
City of Elkhart, Indiana  
Attn: Ms. Sandi Schreiber, President  
Elkhart Redevelopment Commission  
229 South Second Street  
Elkhart, IN 46516

August 28, 2020

TERMS: PAYABLE UPON RECEIPT  
INVOICE NO: 706-2357312  
Acct No. 804803.010 (PF#4347611)  
F.E.I.N. 35-0921680

PROFESSIONAL SERVICES, for the period ended July 31, 2020:

Professional services rendered in connection with municipal advisory services on the Lexington Business Centre Project including updating loan structure scenarios, parcel, assessed value and TIF revenue analysis, and other services as requested.

$ 3,335.00

If you have any questions concerning this invoice, please call the Billing Department at (800) 599-2216 or email billing.department@crowe.com.
RESOLUTION NO. 20-R-——

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE 
CITY OF ELKHART, INDIANA, APPROVING AUGUST MACK BILLING

Whereas, The Commission has acquired the realty at 318 S. Elkhart Avenue and 201 Prairie Court previously referred to as the Elkhart Foundry property, which has environmental contamination and requires remediation, and has employed Ice Miller, LLP ("Ice Miller") to pursue collection of the clean-up costs and related expenses; and

Whereas, August Mack ("Mack") has been employed as an expert witness for plaintiff and has submitted invoice 63943 for services through July 31, 2020 in the amount of $2323.76 (the "Invoice"); and

Whereas, the Commission has reviewed the attached Invoice and believes it is in the best interest of the City and its inhabitants that it be approved for payment from funds already appropriated to cover the estimated cost of the services.

NOW THEREFORE BE IT RESOLVED:

1. The Commission approves the Invoice for payment.

2. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF SEPTEMBER 2020.

CITY OF ELKHART, REDEVELOPMENT 
COMMISSION

By __________________________
Sandra Schreiber, President

ATTEST:

By __________________________
Alex Holtz, Secretary
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Total this Task: $2,323.75

Total this Invoice: $2,323.75
### Billing Backup

**AME / EFS**

**Invoice 63943 Dated 8/18/2020**

**Tuesday, August 18, 2020**

**3:00:48 PM**

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<td>8/7/2020</td>
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**Total this Task**

$2,323.75

**Total this Project**

$2,323.75

**Total this Report**

$2,323.75
RESOLUTION NO. 20-R-_______

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING INVOICE FOR FOUNDRY
MEDIATOR SERVICES AND APPROPRIATING FUNDS FOR PAYMENT

Whereas, The Commission has employed Ice Miller, LLP to seek recovery of City costs and damages
arising from the environmental contamination at the former Elkhart Foundry site; and

Whereas, the Contract for Services requires the City to pay for Mediation expenses as incurred, an
unsuccessful mediation occurred in April of 2020, and the Mediator has submitted a bill in the amount
of $1270.50 which constitutes the City’s 1/3 share of the Mediator’s fee (the “Bill”); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Bill
be approved and the funds appropriated to pay the same.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Bill for payment in the amount of $1270.50.

2. The Commission appropriates the sum of $1270.50 from the Downtown Allocation Area
   No. 1 Special Fund to pay for the City’s share of the Mediator’s fee.

3. The Commission authorizes its officers to do all acts which they deem necessary and
   appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 8th DAY OF SEPTEMBER 2020.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By________________________________________
Sandra Schreiber, President

ATTEST:

By________________________________________
Alex Holtz, Secretary
**REMINDER STATEMENT**

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<th>Invoice Date</th>
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<th>Expenses</th>
<th>Invoice Total</th>
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**Total Outstanding for Matter - Mediation (GN001)** 1,270.50

**AGED ACCOUNTS RECEIVABLE**

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<td>1,270.50</td>
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To ensure proper credit to your account, please return this page with your payment.

** Please make payment to: **
Taft Stettinius & Hollister LLP
ATTN: Accounts Receivable

**Please direct any questions regarding your account to your Client Financial Services Specialist, Tammy Riffel (317)713-3436 or email triffel@taftlaw.com**

---

**Wire Transfer Instructions:**
U.S. Bank, N.A., Cincinnati, Ohio
Swift Code USBKUS44IMT
ABA# 042000013
Acct: 08663540
Taft Stettinius & Hollister LLP
Send Notices to: ACHPayment@taftlaw.com

To Pay by Credit Card: 
- Visa
- Master
- Amex
- Discover
Name on Card
Account No.
Billing Address for Card
Expiration Date: __/__/____
CVV Code
Amount to Charge $

Payments received after 8/6/2020 are not reflected
Terms: Total Balance is Due Upon Receipt
Payments received after 08/31/2020 are not included on this statement.

Previous Balance $36,358.65

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<td>08/05/2020</td>
<td>GDB Draft and e-mail Resolution approving Ice Miller's fees for Packet re: 1101 E. BEARDSLEY</td>
<td>0.70</td>
<td>199.50</td>
</tr>
<tr>
<td>08/05/2020</td>
<td>GDB Revise and re-send Resolution for June fees for Packet re: ICE MILLER/G &amp; W</td>
<td>0.20</td>
<td>57.00</td>
</tr>
<tr>
<td>08/05/2020</td>
<td>GDB Meet with Chad, Chaise and Adam re: projects in process</td>
<td>2.00</td>
<td>570.00</td>
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<tr>
<td>08/06/2020</td>
<td>GDB Review e-mails re: tax title. Respond re: issues and general procedure to offer for sale or lease. Review statute re: LeROYS - MARKLE AVENUE</td>
<td>0.50</td>
<td>142.50</td>
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<tr>
<td>Date</td>
<td>Description</td>
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<tr>
<td>08/07/2020</td>
<td>Research sale of properties acquired via tax sale</td>
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<tr>
<td></td>
<td>GDB Attend pre-Agenda meeting</td>
<td>2.00</td>
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<td></td>
<td>GDB Review disposition statutes and draft e-mail to client re: options</td>
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<tr>
<td></td>
<td>GDB Review Minutes and Packet for August meeting</td>
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<tr>
<td></td>
<td>GDB E-mail client to confirm a tax deed and need for Council approval</td>
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<td></td>
<td>GDB Client approval disposition re: ADJACENT LOT TO 120 W. INDIANA</td>
<td>0.30</td>
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<tr>
<td>08/10/2020</td>
<td>Conference re: applicability of Section 9(e) re: ADJACENT LOT TO 120 W. INDIANA</td>
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<tr>
<td></td>
<td>GDB Review e-mails re: Fire Department Training at old store - respond re: GLC/MARTIN'S</td>
<td>0.40</td>
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<tr>
<td></td>
<td>GDB Update prior e-mail re: whether 22.5 applies to disposition process.</td>
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<td></td>
<td>GDB Conference re: tax sale process.</td>
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<td></td>
<td>GDB Review environmental report re: soil and water re: 2101 S. MAIN</td>
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<tr>
<td></td>
<td>GDB Review environmental report re: 1701 STERLING</td>
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<td></td>
<td>GDB Make final review/clean-up of Developer's Agreement - for signature re: EO2 DEVELOPMENT AGREEMENT</td>
<td></td>
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<tr>
<td></td>
<td>GDB Prepare for meeting. E-mail Dana re: follow-up</td>
<td>0.70</td>
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<tr>
<td></td>
<td>GDB E-mails with R. Arndt and client re: tax deed procedure and determine City Council's approval of transfer needed. Draft Resolution and provide with Exhibit A to Randy re: ADJACENT LOT TO 120 INDIANA</td>
<td>1.30</td>
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<td>GDB E-mails with Dayna, Crystal and Steve re: Council payment of all costs of acquisition of River District real estate re: RIVER DISTRICT</td>
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<tr>
<td>08/11/2020</td>
<td>Review e-mail re: roof issue and respond to client re: informing Commissioners at August meeting re: PIZZA HUT</td>
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<td>GDB Attend meeting re: AURORA</td>
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<td></td>
<td>GDB Attend August Commission meeting</td>
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<tr>
<td></td>
<td>GDB Review Ground and Water Study Report. E-mail B. Huber re: timeframe to make demand on owners and file suit re: 1101 E. BEARDSLEY</td>
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<tr>
<td>08/12/2020</td>
<td>Teleconf with B. Huber re: S/Ls issues and timetable to file suit to recover clean-up costs. E-mail Administration to approve filing suit to protect claims re: 1101 E. BEARDSLEY</td>
<td>1.00</td>
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<tr>
<td>Date</td>
<td>Task Description</td>
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<tr>
<td>08/13/2020</td>
<td>Review 2015 - 2018 Agendas and minutes re: references to source of funds for RDIT acquisitions re: RIVER DISTRICT</td>
<td>1.00</td>
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<tr>
<td>08/13/2020</td>
<td>Review objection to additional time extension to respond to Complaint re: ICE MILLER/Labour</td>
<td>0.30</td>
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<td>08/13/2020</td>
<td>E-mail purchase agreement to Meridian. Request title commitment re: 1029 - 1039 S. MAIN</td>
<td>0.40</td>
<td></td>
</tr>
<tr>
<td>08/13/2020</td>
<td>Draft Purchase Agreement re: 1201 S. MAIN</td>
<td>0.40</td>
<td></td>
</tr>
<tr>
<td>08/13/2020</td>
<td>Teleconf with T. Rodino re: Commissioners agreeing to cover cost of Phase 1. E-mail Commissioners, et al. for decision re: 1045 S. MAIN</td>
<td>0.60</td>
<td></td>
</tr>
<tr>
<td>08/13/2020</td>
<td>Review Phase 1 quote and respond re: 1029 - 1039 S. MAIN</td>
<td>0.30</td>
<td></td>
</tr>
<tr>
<td>08/14/2020</td>
<td>Review responses re: Phase 1 and review quote and respond re: 1045 S. MAIN</td>
<td>0.40</td>
<td></td>
</tr>
<tr>
<td>08/14/2020</td>
<td>Review and revise purchase agreement re: 1201 S. MAIN</td>
<td>0.40</td>
<td></td>
</tr>
<tr>
<td>08/14/2020</td>
<td>Review Complaint. Respond re: 1101 E. BEARDSLEY</td>
<td>0.70</td>
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<tr>
<td>08/14/2020</td>
<td>Review title commitment. Forward to client re: 1029 - 1039 S. MAIN</td>
<td>0.40</td>
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<tr>
<td>08/14/2020</td>
<td>Draft Resolution approving IDEM bill and appropriating funds. E-mail same for packet re: G &amp; W</td>
<td>0.60</td>
<td></td>
</tr>
<tr>
<td>08/14/2020</td>
<td>Review contract for Phase 1 services. Respond request re: revised page 3 with reduced fee re: 1029 - 1039 S. MAIN</td>
<td>0.30</td>
<td></td>
</tr>
<tr>
<td>08/17/2020</td>
<td>Review Casella's e-mail re: proposed renovation and respond re: BIKE SHOP</td>
<td>0.30</td>
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<tr>
<td>08/17/2020</td>
<td>Review Adam Fann's e-mail re: need for appraisals. Check file and respond re: average and final price paid re: STAR TIRE</td>
<td>0.60</td>
<td></td>
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<tr>
<td>08/17/2020</td>
<td>E-mail with Adam re: who pays for Phase 1. Begin revision of purchase agreement re: 1045 S. MAIN</td>
<td>0.30</td>
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<tr>
<td>08/17/2020</td>
<td>Review and further revise purchase agreement and forward to Adam to provide offeror re: 1201 S. MAIN</td>
<td>0.90</td>
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<tr>
<td>08/17/2020</td>
<td>Review Information and Order from Brent Huber re: expert discovery Scheduling Order re: FOUNDRY</td>
<td>0.50</td>
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<tr>
<td>08/17/2020</td>
<td>Teleconf with Sandy re: Cassella proposal re: BIKE SHOP</td>
<td>0.30</td>
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<tr>
<td>08/17/2020</td>
<td>Draft Resolution approving Heron to provide</td>
<td>0.30</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Description</td>
<td>Hours</td>
<td>Rate</td>
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<td>-----------------------------------------------------------------------------------------------</td>
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<tr>
<td>08/18/2020</td>
<td>Email C. Chockley re: survey of Martins property RE: DOWNTOWN</td>
<td>0.30</td>
<td>70.50</td>
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<td></td>
<td>GDB Reply to J. Espar's inquiry re: lack of reverter clause on vacant lot transfer RE: LOT ADJACENT TO 120 W. INDIANA</td>
<td>0.40</td>
<td>114.00</td>
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<tr>
<td></td>
<td>GDB Conference re: contacting JFR re: legal description and Assessor re: GLC/MARTIN'S</td>
<td>0.30</td>
<td>85.50</td>
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<tr>
<td>08/19/2020</td>
<td>CTP Research EDC commissioner term expiration RE: DOWNTOWN</td>
<td>0.30</td>
<td>70.50</td>
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<tr>
<td></td>
<td>CTP Teleconf with C. Dickinson re: assessment of partially completed structure, Email R. Deahl re: timeline for GLC project RE: DOWNTOWN</td>
<td>0.90</td>
<td>211.50</td>
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<tr>
<td></td>
<td>GDB Conference re: Assessor's procedure to value incomplete construction and review e-mail to R. Deahl re: same re: GLC/MARTIN'S</td>
<td>0.30</td>
<td>85.50</td>
</tr>
<tr>
<td></td>
<td>GDB Review and revise Graber's drafts of purchase agreement and deed. E-mail back to T. Graber to revise, sign and re-send. Request check for purchase price and draft Resolution approving Agreement re: 1201 S. MAIN</td>
<td>1.00</td>
<td>285.00</td>
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<tr>
<td></td>
<td>GDB Respond to Adam re: 2019 pay 2020 taxes question re: what is debited to Seller at Closing re: 1029 - 1039 S. MAIN</td>
<td>0.30</td>
<td>85.50</td>
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<tr>
<td>08/21/2020</td>
<td>GDB Review revised purchase agreement and deed. Request Sales Disclosure for preparation. Finalize Resolution and copies to sign re: 1201 S. MAIN</td>
<td>0.60</td>
<td>171.00</td>
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<tr>
<td></td>
<td>GDB Draft Resolution Approving August Mack fees. Review Complaint filed and forward to Commissioners re: ICE MILLER/FOUNDRY</td>
<td>1.20</td>
<td>342.00</td>
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<tr>
<td>08/24/2020</td>
<td>GDB Respond to Adam re: need to find out what lease terms were agreed to with L. Conley re: 1918 MARKLE (LeROY)</td>
<td>0.30</td>
<td>85.50</td>
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<tr>
<td></td>
<td>GDB E-mail Adam re: whether I need to revise purchase agreement re: who pays for Phase 1 re: 1245 S. MAIN</td>
<td>0.20</td>
<td>57.00</td>
</tr>
<tr>
<td></td>
<td>MRY Draft Sales Disclosure form re: 1201 S. MAIN</td>
<td>0.60</td>
<td>90.00</td>
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<tr>
<td>08/25/2020</td>
<td>GDB Review draft of Sales Disclosure form and revise same re: 1201 S. MAIN</td>
<td>0.20</td>
<td>57.00</td>
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<tr>
<td></td>
<td>MRY Teleconf to Elkhart County Auditor re: parcel number. Revise Sales Disclosure form re: 1201 S. MAIN</td>
<td>0.60</td>
<td>90.00</td>
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<tr>
<td>08/27/2020</td>
<td>GDB Teleconf with Wes re: developer's request to access real estate and start development re: PORTAGE PLACE</td>
<td>0.30</td>
<td>85.50</td>
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<tr>
<td></td>
<td>GDB respond to Dana and Randy A. re: need for</td>
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</table>
Elkhart Redevelopment Commission

Re: General Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
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<tbody>
<tr>
<td>signed Council Resolution re: LOT ADJACENT TO 120 W. INDIANA</td>
<td>0.30</td>
<td>85.50</td>
</tr>
<tr>
<td>GDB  Teleconf with M. Fletcher. Revise Purchase Agreement re: 1045 S. MAIN</td>
<td>0.40</td>
<td>114.00</td>
</tr>
<tr>
<td>GDB  Teleconf with Wes re: request for access. Review B. Smith's e-mail and respond to Brian re: PORTAGE PLACE</td>
<td>0.60</td>
<td>171.00</td>
</tr>
<tr>
<td>GDB  Review correspondence re: allegation of conflict between Ice Miller and Conn-Selmer. Review Rules of Professional Conduct 1.7 - 1.10 re: Ice Miller's position re: 1101 E. BEARDSLEY</td>
<td>0.70</td>
<td>199.50</td>
</tr>
<tr>
<td>GDB  E-mail M. Fletcher revised purchase agreement and our position on sharing appraisals re: 1045 S. MAIN</td>
<td>0.30</td>
<td>85.50</td>
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<tr>
<td>GDB  Review proposal to hire Enviro for G &amp; W VRP work re: ICE MILLER/G &amp; W</td>
<td>0.30</td>
<td>85.50</td>
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</table>

08/28/2020 GDB Review e-mail. Draft Resolution approving Enviro hiring for VRP and e-mail for packet re: ICE MILLER/G & W SITE 0.70 199.50

08/31/2020 GDB Review list of agenda items and e-mail Dana re: additional items 0.30 85.50
GDB Draft Access Agreement and e-mail for packet with Resolution re: PORTAGE PLACE 0.70 199.50
GDB Revise and send final Resolution approving Phase 1 contracts re: 1029 - 1039 and 1045 S. MAIN 0.40 114.00
GDB Finalize Resolution and attach purchase agreement and e-mail for packets re: 1045 S. MAIN 0.40 114.00
GDB Review memorandum re: Change Orders. Draft Resolution approving additional funding for park. E-mail for packet re: CENTRAL PARK 0.70 199.50
GDB Review Phase 2 (Macog Report) re: FEDERAL PRESS (511 DIVISION) 0.70 199.50

For Current Services Rendered

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<td>46.00</td>
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**Advances**

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<tr>
<td>Online legal research - July services re: DOWNTOWN TIF</td>
<td>6.71</td>
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<tr>
<td>Total Advances</td>
<td>6.71</td>
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<tr>
<td>Total Current Work</td>
<td>12,759.71</td>
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**Payments**

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<th>Description</th>
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<tr>
<td>08/11/2020 Fee Payment - Check No. 272945</td>
<td>-14,098.50</td>
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<td>08/11/2020 Advance Payment - Check No. 272945</td>
<td>-68.66</td>
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<td>Total Payments</td>
<td>-14,167.16</td>
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<tr>
<td>Balance Due</td>
<td>$34,951.20</td>
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<tr>
<td>Aged</td>
<td>Amounts</td>
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<td>------</td>
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<tr>
<td>0-30</td>
<td>12,759.71</td>
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<tr>
<td>31-60</td>
<td>22,191.49</td>
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<tr>
<td>61-90</td>
<td>0.00</td>
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<tr>
<td>91-120</td>
<td>0.00</td>
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<tr>
<td>121-180</td>
<td>0.00</td>
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<tr>
<td>181+</td>
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</table>

Please Remit $34,951.20

A finance charge of 18% per annum, or the highest rate permitted by law, whichever is less, will be assessed on all accounts past due 30 days.
Elkhart Redevelopment Commission
ATTN: George Byers
229 S. Second Street
Elkhart IN 46516

Attn: George Byers

Re: Public Safety Building

Payments received after 08/31/2020 are not included on this statement.

Previous Balance $741.00

Fees

08/31/2020 GDB E-mail Jamie re: status of return of both EMDs For Current Services Rendered 28.50

Total Current Work 28.50

Balance Due $769.50

Your account is 90 days past due.

Please Remit $769.50

A finance charge of 18% per annum, or the highest rate permitted by law, whichever is less, will be assessed on all accounts past due 30 days.
Elkhart Redevelopment Commission  
ATTN: George Byers  
229 S. Second Street  
Elkhart IN 46516

Attn: George Byers

Payments received after 08/31/2020 are not included on this statement.

<table>
<thead>
<tr>
<th>Account No.</th>
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<tr>
<td>26399-000</td>
<td>General Services</td>
<td>$34,951.20</td>
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<tr>
<td>26399-036</td>
<td>Public Safety Building</td>
<td>$769.50</td>
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</table>
|             |                               | **$35,720.70**  

Balance

A finance charge of 18% per annum, or the highest rate permitted by law, whichever is less, will be assessed on all accounts past due 30 days.
Vice-President Diana Lawson called the Regular Meeting of the Lerner Theatre Board to order at 10:00 a.m. on Wednesday, July 8, 2020. The Clerk of the Board, Nancy Wilson called the roll. Members, Diana Lawson, Jamie Arce and Dina Harris were present. Ashley Martin and Dallas Bergl appeared via WebEx. Gary Boyn was absent. Audio is not available for this meeting.

1. **AGENDA**
   - On motion by Dina Harris, seconded by Jamie Arce and carried, the agenda was approved as presented.

2. **MINUTES: Regular Meeting June 10, 2020**
   - On motion by Dina Harris, seconded by Art Decio and carried, the Board adopted the minutes from June 10, 2020.

3. **TREASURER’S REPORT**
   - **Claims**
     - On motion by Dina Harris, seconded by Jamie Arce and carried, the Board approved the claims and allowance docket totaling $76,616.39 as listed on the register consisting of 23 pages as prepared on July 6, 2020 at 11:36 a.m.

4. **GENERAL MANAGER’S REPORT**
   - The General Manager’s report has been inserted in the minutes as presented.

**GENERAL MANAGER REPORT**

PREPARED BY: MICHELLE FRANK

<table>
<thead>
<tr>
<th>Activity (July-September)</th>
<th>As % of 90 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Events</td>
<td>0% Activity in theatre</td>
</tr>
<tr>
<td>0 Ticketed Events</td>
<td>0% Ticketed events</td>
</tr>
<tr>
<td>0 Non-Ticketed Events</td>
<td>0% Non-Ticketed events</td>
</tr>
<tr>
<td>0 Rehearsal Dates</td>
<td>0% Rehearsal Space</td>
</tr>
</tbody>
</table>

Compare to 2018 Board Report:
- Ticketed Events: 11
- Non-Ticketed Events: +Rehearsals: 18

The 2021 Budget for The Lerner Theatre was submitted on July 2nd.

- Each team member in charge of a department was given opportunity to submit requests for their department and provide feedback on their department's budget.
- *Proposed* areas of significant change in the 2021 budget:
  - Due to the wage salary study completed by the city in 2020 and 2021, the budget was prepared with the median of the proposed salary for all positions. Based on that directive from administration, all full-time positions would see a pay increase, except for the Office Manager position, who was paid past the median range. This is an increase of $86,335.00, plus $71,421.00 in social security, medicare, PERF and group/life insurance.
LERNER THEATRE BOARD
Wednesday, July 08, 2020

- Part-time budgeted hours increased $3,725.00 for the year for the addition of anticipated part-time on call hires in the Box Office and Usher Program

- Requested capital improvement projects this year:
  - Emergency Lighting Fixture Replacement: $31,000.00 for the whole building
    - REASON: Backup battery charging system in current lighting fixtures failing and the current fixtures no longer manufactured.
  - Clorox Total 360 (T360) Electrostatic Disinfecting Sprayer (Qty 2): $12,000.00
    - REASON: Industrial disinfecting machine for main floor and balcony disinfecting after theatre performances. Will disinfect all seats, surfaces, etc. in 1 hour, saving on labor costs.

Premier Arts put on a wonderful showcase in June with Broadway Under the Stars. The Lerner Box Office provided ticketing services for the event onsite. The Lerner team did an excellent job with the preparations and execution of a mobile box office! We are looking forward to Moana the weekend of July 10-12 with a similar set-up for Box Office.

In June, we opened the Box Office for the first time since March to the public. With new operating hours and protocols for COVID in place, we have been pleased with the public's response and reception of the changes that we have implemented.

In June, members of The Lerner Volunteer Peer Committee gathered for our first meeting since February. Among the meeting discussions was the decision to forego a Volunteer Banquet in 2020. In lieu of the banquet, we discussed a gift to each volunteer that would be personally delivered by a member of the peer committee or management staff. It is important to us to continue to keep the volunteer corps engaged during this time that we do not have events for them to volunteer at.

At the request of the Chief of Staff during my one-on-one meeting on June 23, The Lerner is to be operating under the County Commissioners recommendation of no gatherings of 50 or more. Due to this, we've canceled Late Night Live in August. I am in contact with the September events that have not already rescheduled or canceled with this information. Most of the September events have canceled or rescheduled and there only a few that remain on the calendar, though they are looking to move into 2021.

OPERATIONS MANAGER REPORT
PREPARED BY: SARAH TAYLOR
Accomplished in June:
- Organized show procedure and Box Office procedures with Sara Hicks for the upcoming Premier Arts shows at Wellfield
LERNER THEATRE BOARD
Wednesday, July 08, 2020

- Checked Box Office Audits and made sure we complied with Internal Controls
- Arranged a Volunteer Peer Committee while social distancing to keep our Volunteers updated and informed on what is going on with their theatre
- Worked with Sara Hicks on running through PatronManager tasks

Goals for July:
- Show Closings in PatronManager: With Larry retiring, Kruggel Lawton will be taking over. I am looking to work with Michelle and the new company to work on completing Show Closings and updating our accounts. Larry also had stated he could complete instructions for closings based on different aspects (Premier Arts show vs. Promotor show for example) and I look forward to using those in the future as reference for closings to further education and training as we begin talking about having shows in the building.
- Docent Manual: I am working with the Volunteer Peer Committee President to update their docent training manual. I have gone through updating material; including adding correct names, dates and information but want it to be a manual they feel comfortable teaching others about.
- Wellfield: Working on making a Standard Operation Procedure or detailed checklist to help fellow management for shows held at Wellfield. Each show will be different, but many of the practices and procedures will be the same. Based of communication with Wellfield we can ensure staff knows what is expected of them to make it a success.

MEDIA SPECIALIST REPORT
PREPARED BY: SONNY LISI

E-Blast Reporting – June 2020

<table>
<thead>
<tr>
<th>Campaigns Sent</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Emails Sent</td>
<td>16,001</td>
</tr>
<tr>
<td>Emails Opened</td>
<td>7,206</td>
</tr>
<tr>
<td>Emails Clicked Through</td>
<td>129</td>
</tr>
<tr>
<td>Starting Subscribers</td>
<td>16,068</td>
</tr>
<tr>
<td>Ending Subscribers</td>
<td>16,133</td>
</tr>
<tr>
<td>Average Emails Per Campaign</td>
<td>3,200</td>
</tr>
</tbody>
</table>

June Accomplishments
- Compiled lists of graduating seniors from Elkhart Schools, sorted and added them to our marquee rotation. Seniors then visited and took pictures with their name on the marquee.
- Reprogrammed and redesigned the virtual controls for changing displays throughout the theatre, lobbies, and ballroom.
- Began learning how to program code for all our device communications,
LERNER THEATRE BOARD
Wednesday, July 08, 2020

including video, audio, and other technical functionality throughout the building.
• Restored our mobile lobby control app to full functionality after reorganizing our
  networks.

July Goals
• Build, program, and install new digital displays to feature rotating images outside
  all dressing rooms.
• Continue populating a database of all events held at The Lerner since the grand
  reopening in 2011. This database will contain dates and times, ticket counts,
  revenue, fees, and all other relevant information for events to make accessing
  previous event data more efficient.
• Update standard operating procedures regarding the event build process and all
  related processes for PatronManager. These procedures will replace previous
  standard operating

OFFICE MANAGER
PREPARED BY: KAREN SHAW

• My June agenda was spent on my normal office manager responsibilities
  (payroll, accounts payables, accounts receivables, Quickbooks reports).
• Due to show cancellations, I have submitted the following refunds into
  claims packets for patrons to receive their refunds via check, which will be
  mailed to them. Checks are sent to patrons if they purchased via Vendini
  OR if they purchased their original tickets with cash or check. All other
  refunds are processed by the Box Office Manager, Sara Hicks by issuing
  refunds to patrons’ credit cards in the Patron Manager software.
• June refunds were:
  o Price is Right Live – 20 refunds totaling $3,671.25
  o Gordon Lightfoot – 5 refunds totaling $592.75
  o Stunt Dogs – 1 refund totaling $85.90
  o Kansas – 4 refunds totaling $791.50
  o Elkhart Symphony – 8 refunds totaling $533.00
  o Stars of the Sixties – 1 refund totaling $149.25
  • Total amounts of claims submitted: $5,823.65
• Worked Premier Arts shows at the Wellfield Botanical Gardens.
• I had an online training course with the COE Payroll Department for Paycor
  regarding status forms.
• I submitted the monthly meter read to Ricoh to ensure that we receive an
  accurate invoice from them instead of an estimated invoice. I will continue
  doing this around the 24th or 25th of each month.
• Ordered supplies for the tech department.
• Did quarterly check of AED’s machines and defibrillator pads. All AED
  batteries are in good shape. Ordered new pads for the sound booth AED.
  All pads are now up-to-date and are good for the next year. I will check
  AED batteries again in the next quarter.
## June Ticket Sales

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event Name</th>
<th>On Sale Date</th>
<th>Sold</th>
<th>Net Revenue</th>
<th>Hist. Fees</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/15/2020</td>
<td>4:00 PM</td>
<td>The Three Reel: Bach, Brahms, and Beethoven - CANCELLED</td>
<td>7/22/2019</td>
<td>-2</td>
<td>-$65.00</td>
<td>-$5.00</td>
<td>-$37.00</td>
</tr>
<tr>
<td>5/16/2020</td>
<td>7:30 PM</td>
<td>Out of This World! - CANCELLED</td>
<td>7/22/2019</td>
<td>-2</td>
<td>-$65.00</td>
<td>-$5.00</td>
<td>-$37.00</td>
</tr>
<tr>
<td>6/17/2020</td>
<td>8:30 PM</td>
<td>Broadway Under the Stars at Wellfield - Taking timeframe of original sound of music in PA Season, event 5 out of 5</td>
<td>6/9/2020</td>
<td>536</td>
<td>$10,458.00</td>
<td>$1,340.00</td>
<td>$11,798</td>
</tr>
<tr>
<td>7/10/2020</td>
<td>3:00 PM</td>
<td>Premier Arts: Moane Jr. - NEW DATE</td>
<td>12/12/2019</td>
<td>263</td>
<td>$4,563.50</td>
<td>$557.50</td>
<td>$5,121</td>
</tr>
<tr>
<td>7/30/2020</td>
<td>8:00 PM</td>
<td>Sammy Kershaw, Collin Raye and Aaron Tippin Roots &amp; Boots Tour - CANCELLED</td>
<td>1/16/2020</td>
<td>-303</td>
<td>-$21,561.00</td>
<td>-$7,575.00</td>
<td>-$22,136</td>
</tr>
<tr>
<td>8/13/2020</td>
<td>6:30 PM</td>
<td>Premier Arts: Mama Mia! At Wellfield</td>
<td>10/11/2019</td>
<td>17</td>
<td>$323.50</td>
<td>$42.50</td>
<td>$366</td>
</tr>
<tr>
<td>9/10/2020</td>
<td>7:00 PM</td>
<td>Kimball Organ Series: Peter Pan</td>
<td>10/29/2019</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0</td>
</tr>
<tr>
<td>9/19/2020</td>
<td>7:00 PM</td>
<td>Stunt Dog Experience - CANCELLED</td>
<td>12/5/2019</td>
<td>-311</td>
<td>-$10,698.95</td>
<td>-$777.50</td>
<td>-$11,476</td>
</tr>
<tr>
<td>9/26/2020</td>
<td>8:00 PM</td>
<td>Kansas - NEW DATE</td>
<td>9/24/2019</td>
<td>-5</td>
<td>-$302.50</td>
<td>-$12.50</td>
<td>-$315</td>
</tr>
<tr>
<td>10/2/2020</td>
<td>8:00 PM</td>
<td>Gordon Lightfoot - NEW DATE</td>
<td>12/19/2019</td>
<td>7</td>
<td>$636.15</td>
<td>$17.50</td>
<td>$653</td>
</tr>
<tr>
<td>10/9/2020</td>
<td>7:30 PM</td>
<td>Premier Arts: Scound of Music - NEW DATE - Ticket handling on hold</td>
<td>10/11/2019</td>
<td>-4</td>
<td>-$98.00</td>
<td>-$10.00</td>
<td>-$108</td>
</tr>
<tr>
<td>10/9/2020</td>
<td>7:30 PM</td>
<td>Premier Arts: Little House on the Prairie - Leaving Season - Now: Sound of Music - Ticket handling on hold</td>
<td>10/11/2019</td>
<td>-7</td>
<td>-$149.50</td>
<td>-$17.50</td>
<td>-$167</td>
</tr>
<tr>
<td>10/18/2020</td>
<td>3:00 PM</td>
<td>Kimball Organ Series: Dr. Jekyll and Mr. Hyde</td>
<td>10/29/2019</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0</td>
</tr>
<tr>
<td>11/12/2020</td>
<td>7:30 PM</td>
<td>Stars of the Sixties</td>
<td>3/5/2020</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0</td>
</tr>
<tr>
<td>12/11/2020</td>
<td>7:30 PM</td>
<td>Premier Arts: Elf the Musical - Leaving Season - Now: A Lerner Christmas</td>
<td>10/11/2019</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Ticket Revenue**: -$15,613.30

### Accomplishments for June 2020
- Prepared for and executed an offsite event for Premier Arts with mobile Box Office.
- Continued to complete refunds and exchanges for patrons. Worked through many communication issues with patrons in an ever-changing environment.

### Goals for July 2020
- Complete an Audit of Gift Certificate use.
- Complete and place new Box Office Handbook and Daily Duties Manual in Box Office cubes.
- Prepare for and execute an offsite event for Premier Arts with mobile Box Office.
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TECHNICAL THEATRE MANAGER
PREPARED BY: ANDREW KREIDER

Overview:
In June, the tech department gave attention to both old and new. Deen Tuggle spent many hours doing a deep clean of our old storage areas, cataloging and preparing all the outdated and broken inventory we had stored in the tunnel under the auditorium. Our hope is that we will be able to sell some of this old equipment and dispose of the rest. We have approached the board for guidance as to how we should proceed. In the meantime, the space that Deen freed up has made it possible for us to store current equipment in a much more efficient and safe manner. While Deen worked on old equipment, I spent my time on the upgrade to new network switches for the whole building. John Blount from Maplenet Wireless took the lead in this project, and things are going well - already the computers in the Box Office are more stable than they have been for many years. This project will continue throughout July, as we fine tune the system.

Accomplished in June:
- Installation of new network switches.
- Cleaning of the stage grid iron.
- Support for Premier Arts as they established their performances at Welfield.
- Repainting of the stage floor.
- Sorting and preparation of outdated/broken equipment from storage - ready for board decision on selling/disposal.

Upcoming tasks:
- Maintenance and repainting of pit wall.
- Orchestra pit inspection
- Debugging of any outstanding issues in network switch installation
- Implementation of board direction on old/broken equipment.
- Powder-coating of over-house truss - going from bare metal to a matte black finish

FACILITIES MANAGER
PREPARED BY: DAN GOULD

The past month has been a hard adjustment. June is usually a month of mixed emotions--working and stressing to get ready for the Jazz Festival, plus the satisfaction of watching the great performers entertain our patrons. It has been the highlight of every summer since I started working here. It felt like something was missing all month long. That did not stop us from doing what we do best. My crew have been the germ police since we came back to work. On top of the sanitizing schedule, they repainted the Ballroom, repainted the stage floor and performed preventive maintenance on the HVAC system. They also managed to get some offices repainted. I cannot say enough good things about my crew! This coming
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month will see us deep cleaning the main floor and Grand Hallway restrooms in the hopes that the ballroom can start holding events soon. July is carpet cleaning month. Including the Grand staircase and the offices. Thanks to the Tech Department, we are waiting on the arrival of a few more lights. And we will be replacing the lights above the Grand Staircase. With more efficient LED lights, that will last longer and burn brighter. This will be the beginning of a project to replace all our light fixtures with LED lights, over the next three years. By making this switch, we are hoping to save money, electricity, time, and labor. We still have replacing the carpet in the Franklin St., and Premier Arts entrances, as well as the sound booth in the auditorium on our list of needed repairs. On top of all this, we plan to start removing the cubicles in the office area so the cubicles can be replaced by glass walls. This will give us a more efficient use of that space. I think it will look better also. Thank you for the responsibility, of caring for this beautiful building. This place has so many memories for me. And every day, I get to make new ones!

The Technical department presented a list of items that were sold or disposed of. On motion by Dallas Bergl, seconded by Jamie Arce and carried, the Board authorized the disposal of used production equipment as presented by Andrew Kreider.

5. ADJOURNMENT

On motion by Dallas Bergl, seconded by Jamie Arce and carried, the Lerner Theatre Governing Board was adjourned at 10:26 a.m.

Diana Lawson, Vice-President

Attest: Nancy Wilson, Clerk of the Board
ELKHART CITY BOARD OF ZONING APPEALS

PUBLIC HEARING...CASES #20-BZA-28 IT IS YOUR CHOICE WHETHER OR NOT YOU WANT TO VOICE AN OPINION ON THE FOLLOWING MATTER...

The ELKHART CITY BOARD OF ZONING APPEALS will hold a public meeting at 6:00 P.M. ON THURSDAY, SEPTEMBER 10, 2020 in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, concerning a request filed by: PANADERIA Y SUPERMERCADO SAN MIGUEL INC.

THIS MEETING WILL BE HELD ELECTRONICALLY VIA WEBEX.

To join, go to http://coei.webex.com, enter 160 510 8348 as the meeting number and “zoning” as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to kathy.kalman@coei.org prior to the meeting.

Request: To vary from Section 13.4, Yard Requirements in the B-3 District, which requires a ten (10) foot side and 20-foot rear setback, to allow for a 7.2-foot side setback and a 5.7 rear setback for an addition to an existing building, a variance of 2.8 feet and 14.3 feet respectively.

Location: 1217 and 1221 South Main Street

Zoning: B-3, Service Business District

You may telephone the ELKHART CITY BOARD OF ZONING APPEALS at 574-294-5471, extension 1313, for further information. You may appear before the BOARD to present your views on this matter at this public hearing. Please complete the questionnaire below, detach it, and return it to the address indicated as soon as possible. If you are a renter, please be sure the owner receives this notice promptly.

CATEGORIES #20-BZA-28

TO: BOARD OF ZONING APPEALS
City of Elkhart Municipal Building
229 South Second Street
Elkhart, IN 46516
574-294-5471 x 1013
(Fax) 574-970-1361

__ I'M IN FAVOR.

__ I'M NOT IN FAVOR of the appeal described above.

My property, which is near the petitioner's site, is located at:

Name: ____________________________

Address: __________________________

Reasons for opposing or approving this appeal may be listed on the reverse side if desired.

PLEASE NOTE: This notice has been sent to owners within a 300' radius of subjects’ property. If you are aware of any property owner within the stated area who has not received this notice, please notify us at the above telephone number. A legal notice has also been published in THE TRUTH ten days prior to this public hearing.