



South Bend

Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

Agenda

Regular Meeting, October 12, 2017 9:30 a.m.

1. **Roll Call**
2. **Approval of Minutes**
 - A. Minutes of the Regular Meeting of Thursday, September 28, 2017
3. **Approval of Claims**
 - A. Claims Submitted October 12, 2017
4. **Old Business**
5. **New Business**
 - A. River West Development Area
 1. South Shore Feasibility Study
 2. Resolution No. 3415 (Redevelopment District Park Bond)
 3. Resolution No. 3416 (Redevelopment District Bond Additional Appropriation)
 4. Budget Request (Lafayette Building Repairs)
 5. Development Agreement (Historic Lincoln Way West Homes)
 6. Budget Request (Coal Line Trail)
 7. Real Estate Purchase Agreement (Jones, Petrie, Rafinski)
6. **Progress Reports**
 - A. Tax Abatement
 - B. Common Council
 - C. Other
 - a. 126 N. Niles Bids
 - b. Budget Hearing Schedule
7. **Next Commission Meeting:**

Thursday, October 26, 2017, 9:30 a.m.
8. **Adjournment**

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS

Auxiliary Aid or Other Services are Available upon Request at No Charge.
Please Give Reasonable Advance Request when Possible.



South Bend

Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

SOUTH BEND REDEVELOPMENT COMMISSION REGULAR MEETING

September 28, 2017

9:30 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:30 a.m.

1. ROLL CALL

Members Present: Marcia Jones, President
Dave Varner, Vice-President
Kintae Lark, Commissioner

Members Absent: Don Inks, Secretary
Gavin Ferlic, Commissioner
John Anella, Commissioner

Legal Counsel: Benjamin Dougherty, Esq.

Redevelopment Staff: David Relos, Associate
Mary Brazinsky, Recording Secretary

Others Present:	James Mueller	DCI
	Dan Buckenmeyer	DCI
	Pete Buttigieg	Mayor of South Bend
	Mark Bode	Mayor's Office
	Austin Gammage	DCI
	Chris Dressel	DCI
	Jeff Parrott	South Bend Tribune
	Bryan Glendening	IngenAE
	Sue Kesin	South Bend
	John Bickel	South Bend
	Randy Rompola	Barnes & Thornburg
	James Dudeck	South Bend
	Marie Clark	South Bend
	John & Joe Tiffany	Prism
	Mark Seaman	Prism
	Eric Henderson	Prism
	John Martinez	COSB – VPA
	Ken Praer	South Bend
	Matt Eckerle	UMBAUGH
	Bill Lamie	Alliance Architects
	Matt Wetzel	Bradley

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2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, September 14, 2017

Upon a motion by Commissioner Lark, seconded by Vice-President Varner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, September 14, 2017.

3. Approval of Claims

A. Claims Submitted September 28, 2017

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
REDEVELOPMENT COMMISSION			
Redevelopment Commission Claims September 28, 2017 for ratified and approval			
<u>324 RIVER WEST DEVELOPMENT AREA</u>			
Transpro	100,000.00	Semi-Annual pymt for Main & Colfax Garage Lease	
Premium Concrete Services, Inc.	86,133.65	Main St. at Washington St Roadside Improv.	
Hull & Associates	6,258.39	GW Assess & Remedy Ign Pk./Groundwater Oliver Ind Pk	
Earth Exploration	2,979.70	Coal Line Trail - PH I & II	
The Lincoln Electric Company	171,124.89	PH XVI Equipment Purchase for Nello	
Seleg Construction Co., Inc.	573,946.15	Western Ave & Olive St. Intersection Improvement	
Abonmarche	16,930.00	Western & Olive, Lincoln & Charles Martin & Portage Prairie Study	
HGR Group, Inc.	115,229.49	JMS Façade Work	
Lawson-Fisher Associates	29,691.75	West Bank Improvements/Fellow St. Raised Crosswalk at Riley High	
Jones Petrie Rafinski	35.00	Monroe Parking Lot & Street Improvements	1,958.75
Jones Petrie Rafinski	47,814.04	Leighton Plaza, Field Survey for Colfax	
Botkin & Hall, LLP	9,229.96	Legal Services	
South Bend Tribune		Ads 100 Wayne St. Plaza	65.00
<u>422 FUND WEST WASHINGTON DEVELOPMENT TIF</u>			
DLZ	65,778.00	Design of Cemetery Entrance Colfax	
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>			
Smithgroup JJR	6,425.81	Riverfront Parks and Trails Master Plan Amendment 1	
Walsh & Kelly Inc.,	65,745.51	East Bank Sewer Separation Ph. V	
Abonmarche	32,609.87	Perly Primary Center Safe Routes to School Construction Inspection Srv.	
Abonmarche	4,323.75	Howard St Traffic Study	
South Bend Tribune		Ads Demo Howard Pk / Newman Center	112.44
<u>430 FUND SOUTH SIDE TIF AREA #1</u>			
McCormick Engineering, LLC	41,848.75	Bowen St. Improvements	
American Structurepoint, Inc.	1,470.00	Menards Traffic Impact Study	
Southgate Church	13,000.00	Signage Replacement	
<u>436 FUND TIF NORTHEAST RESIDENTIAL</u>			
City of South Bend	186,218.00	Eddy Street Commons	
Total	1,576,792.71		2,136.19
Total Both Columns	1,578,928.90		

Upon a motion by Vice-President Varner, seconded by Commissioner Lark, the motion carried unanimously, the Commission approved the claims submitted on Thursday, September 28, 2017.

4. Old Business

5. New Business

Upon a motion by Vice-President Varner, seconded by Commissioner Lark, the motion carried unanimously, the Commission approved moving Item 5B1 Resolution No. 3414 (2018 Parks Bond) to be the first New Business discussed on the Agenda of September 28, 2017.

1. Resolution No. 3414 (2018 Parks Bond)

James Mueller presented Resolution No. 3414. Mr. Mueller stated that Aaron Perri, the Director of Venue, Parks and Arts, apologizes for not being able to attend the meeting this morning. This is a great investment for a historic plan for parks across South Bend. Venue, Parks and Arts then played a short video highlighting the vision of a 21st Century City and what the South Bend Parks and Trails will be.

Mayor Buttigieg thanked everyone for the work they do. The Mayor said this project is a priority for the Administration and asked that we think about it from a wider angled lens than just thinking about parks and recreation. The Mayor has always loved parks and recreation. It has been an education process for him to come to understand the importance that it has on a number of other issues that he used to think of as competing, but it actually comes to support. One that we talk about constantly is economic development. One thing that we see in well designed, well maintained, and well used parks is economic value, and this boosts the values of homes; this lets us know that South Bend is accelerating.

The second thing the City is paying attention to is public health. We know that one of the most important things we can do for public health is make sure that people have safe, fun, user friendly options to live active lifestyles. There is a lot of data that tells us that the majority of people's health comes from green spaces, parks and trails.

Third I think a lot of equity considerations are at stake. When we talk about great venues at parks, we want to make sure we talk about having opportunities for families that aren't in the position to take the whole family out to the movies, or activities that are more expensive, and we want to make sure we are setting up for the next generation a whole network of parks and trails that are available. A vast majority of programming that are friendly and free of charge.

As we look out at the urban forest filled with green space, it's hard to believe we have a thriving city beneath all of it. We are conscience of the scale of this investment but we also want to make sure there is a sense of the impact we can have. There is a framed print of the Kessler plan in my office; his plan has really shaped this community and did for the century after. His plan was one of the first places that you see division for one of the green spaces along the river; there is a ribbon of green as well as Rum Village Park that have come to pass. I think we have a chance to make a century long impact. This is set up between a stack of

South Bend Redevelopment Commission
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funds both private and public inside and outside, and leverages Regional Cities and TIF funding.

This will cover Howard Park, one of the most distinctive parks in the city, along with river front upgrades including the West Bank Trail, Leeper Park, and Pulaski Park, which will mean a lot to the neighborhood. These are just pieces of things we are planning to do, including a new dog park in Rum Village and the expansion to the Charles Black Center, which just broke ground. All of this makes our City more equitable, greener, and friendlier.

Mr. Mueller stated that bond council is present for any technical questions.

Vice-President Varner asked Randy Rompola, Barnes & Thornburg, what the proposed term, length, and size of the bond is planned to be.

Mr. Rompola stated that Resolution No. 3414 is a preliminary Resolution and it does provide for the issuance of bonds for an amount not to exceed \$12.2 million, which will include all the project costs. The projects listed in the Resolution are improvements to Pulaski, Leeper, Seitz and other River Park Trail systems, and this is in conjunction with, as the Mayor said, the Parks Board. The Parks Board met earlier this week and took preliminary action for its own Park District Bond, which will come solely from the Park District Fund.

The Resolution before you provides for a bond that is payable from TIF Revenues but also has a tax back up. This is a common financing mechanism that cities have used around the state, to leverage TIF dollars with the potential of a tax back up to provide added security to the bond market. Matt Eckerle is here from Umbaugh and can speak to the numbers, but the intent is that the tax levy never be used. It is there just as security. I liken it to people that need to borrow money and go to a bank. The more money you have in a bank account, the cheaper it is to borrow money. The tax levy back up is there to provide security to the bond market, and allows the Redevelopment Commission and the City to enjoy a lower interest rate by getting the best rating on the bonds possible. If we were to do these solely as TIF Revenue bonds, the interest rate would be higher and it would be more expensive to borrow the money.

Vice-President Varner asked the length of term for the bond. And is it within the length of the TIF district.

Matt Eckerle with Umbaugh stated this is 15 year bond. There are chunks of the River West allocation area which actually expire before the end of the bond's term, but that is built into the revenue calculations. We have accounted for areas that will start expiring in the late 2020's in the structuring of the bonds. We are estimating coverage coming in of about \$5.5 million dollars to over \$11 million dollars annually over the life of the bonds. Given the size of this area there would have to be a significant loss of revenue.

Mr. Rompola stated this Resolution approves the preliminary issuance of the bonds, approves a public hearing at the next Redevelopment Commission

meeting where we will come back with a formal bond Resolution and an appropriation Resolution. The hearing would be on the appropriation of the bond proceeds and it allows for all of the notices to be published. This will also authorize any expenses that are being incurred prior to the issuance of the bonds. Mr. Rompola mentioned, that with respect to the Park District Bond, that bond is likely to be issued before the end of the year, pending all of the approvals. In respect to the Redevelopment District Bond, the intent is not to issue those bonds until early next year. The reason they presented this now is to coincide with the Park District Bonds so the entire package is approved at the same time by the Council.

Ben Dougherty stated that the action proposed for the next Redevelopment Commission meeting is the first bond Resolution, but the bonds would not close until much later. This is the upfront work for the funding of the bonds for next year.

Mr. Rompola stated that is absolutely right. Once the Council approval process is completed, work will stop on this bond until the issuance and sale process in 2018.

President Jones asked the actual amount expected to be available. Mr. Mueller stated in terms of projects, up to \$10.6 million.

Mr. Varner asked if we are up against the tax caps, where is the extra revenue coming from. Mr. Mueller stated that it is included in our budget projections. Mr. Eckerle stated the Hall of Fame levy is expiring; the parks bond is being structured to fill in the levy that is rolling off, so it is rate neutral and limit the tax effect. This will not require a special levy as long as it is approved by the Council. Mr. Mueller stated that circuit breakers will be in effect on the new levy and this amount was budgeted in.

Vice-President Varner asked if this is still subject to the tax caps and will the state still allow us to bond beyond. Mr. Rompola stated that yes, this is subject to the tax caps. The Hall of Fame bond was around six cents a year. That was exempt from the property tax caps. As that expires the new bond issue will count against the caps. As Mr. Mueller has stated, this is budgeted in and covered.

Upon a motion by Vice-President Varner, seconded by Commissioner Lark, the motion carried unanimously, the Commission approved Resolution No. 3414 (2018 Redevelopment Commission District Parks Bond) submitted on September 28, 2017.

A. Receipt of Bids (126 N. Niles Avenue)

Mr. Relos stated that today at 9:00 a.m. was the deadline for the Receipt of Bids for 126 N. Niles Avenue. We received four sealed bids before 9:00 a.m. Mr. Relos asked Commission approval to open the bids, read who they are from and the dollar amount today. The minimum offering price was \$64,400 which was the average of the two appraisals.

1. Susan and Barton Bennett through Hannah Maria, LLC offered \$80,000
2. Greater Lowell Holding, LLC offered \$72,000
3. Matthews, LLC offered \$80,001
4. John Bickel offered \$64,400

Mr. Dougherty stated that under the Redevelopment Act, the staff takes the time to review each bid to make sure that the necessary documents are in each of the bid packets. The Commission will be entitled, at their discretion, to either accept or reject the bids depending on the proposed plans for the property. The selection will be based on how the best bid will fit in with the East Bank. The recommendation from the staff is informal. It is the Commission's discretion to choose. Unlike other City projects, we do not have to choose based on the highest dollar amount, but under the terms of the statute, the highest and best bids will be considered, so we have considerations that go beyond just a dollar value, i.e, intentions and what the use would be.

Mr. Relos asked Commission approval to refer the bids to staff, for review and recommendation. Staff will develop a grid for the bids and report back to the Commission.

Upon a motion by Vice-President Varner, seconded by Commissioner Lark, the motion carried unanimously, the Commission approved Staff Review of Receipt of Bids submitted on Thursday, September 28, 2017.

B. River West Development Area

2. Resolution No. 3413 (LWE Property Acceptance)

Mr. Relos presented Resolution No. 3413. This is to accept from the Board of Public Works a vacant lot at 1036 Lincoln Way East. The lot has been owned by the City since the late 1800's and at one point was used to house Fire Station #10. It has been vacant for years. This is across the street from the Crooked Ewe. On Tuesday, September 26 the Board of Public Works approved transferring this property to the Commission, subject to Commission approval of this Resolution. Commission approval to accept the transfer of 1036 Lincoln Way East is requested.

Upon a motion by Vice-President Varner, seconded by Commissioner Lark, the motion carried unanimously, the Commission approved Resolution No. 3413 (LWE Property Acceptance) submitted on September 28, 2017.

3. Budget Request (Hull Contract Amendment)

Mr. Dressel presented the Budget Request for the Hull contract amendment. Staff is seeking approval of this contract from Hull & Associates, Inc. in the amount of \$61,500, for professional engineering/environmental services to address activities south of Indiana Avenue and adjacent to Area A (the former Studebaker/current Ignition Park site) as a continuation of ongoing activities consistent with enrollment in the IDEM Voluntary Remediation Program.

We are honing in on some plumes and collecting soil gas samples. This will help us pinpoint the source. Commission approval is requested, so work can continue on this project.

Upon a motion by Vice-President Varner, seconded by Commissioner Lark, the motion carried unanimously, the Commission approved the Budget Request (Hull Contract Amendment) submitted on Thursday, September 28, 2017.

C. Administration

1. Budget Request (Big Box Retail Appraisal Services)

Mr. Relos presented this budget request, which is to validate the assessments of big box retail stores. This will cover the stores on Ireland within the Southside TIF and Portage Road retail area, which is in the River West TIF. Commission approval of a \$50,000 budget allocation from River West and \$20,000 from the South Side, for the appraisal and related services. Both would be assessed as market value in use. It was agreed upon from St. Joseph County, Mishawaka and South Bend to come together to assess the values of these big box retail appeals.

Upon a motion by Vice-President Varner, seconded by Commissioner Lark, the motion carried unanimously, the Commission approved the Budget Request (Big Box Retail Appraisal Services) submitted on Thursday, September 28, 2017.

6. Progress Reports

A. Tax Abatement

1. Vice-President Varner spoke about a minimum wage requirement for tax abatements, making the same as the City's minimum wage. This would make it mandatory for everyone that receives a tax abatement. Check back with Council for further discussion.

2. There are two abatements that will be going through at October 9th Council meeting. Both are time sensitive. One is starting a new building.

B. Common Council

C. Other

7. Next Commission Meeting:

Thursday, October 12, 2017, 9:30 a.m.

8. Adjournment

Thursday, September 28, 2017, 10:11 a.m.

David Relos, Economic Resources

Marcia I. Jones, President

ITEM: 3A

REDEVELOPMENT COMMISSION
Redevelopment Commission Claims Oct 12, 2017 for approval

324 RIVER WEST DEVELOPMENT AREA

Abonmarche Consultants of Inc.

Abonmarche Consultants of Inc.

Abonmarche Consultants of Inc.

Jones Petrie Rafinski

IDEM

Associated Property Counselors, Ltd.

Botkin & Hall, LLP

Kolata Enterprises LLC

US Bank

Seleg Construction Co., Inc.

Claims
submitted

Explanation of Project

10,670.00	Lincoly Way W & Charles Martin Intersection
1,391.25	Portage Prairie Area Sewer Study
3,700.00	Western Ave & Olive St Intersection Improvement
19,177.54	Downtown Streetscapes
112.50	Remediation
30,705.00	4 Appraisal Reports for Assessment Yrs 08, 09, 10 & 11 Meijer's - Portage Rd
2,783.50	Meijer - Portage / Bremen Highway
562.50	Professional Services
2,000.00	Paying Agent Fee
680,101.56	Western Ave & Olive St. Intersection Improvement

422 FUND WEST WASHINGTON DEVELOPMENT TIF

DLZ

3,800.00	South Bend Colfax Ave Two-Way
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429 FUND RIVER EAST DEVELOPMENT TIF

Abonmarche Consultants of Inc.

6,200.00	Seitz Park Survey
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430 FUND SOUTH SIDE TIF AREA #1

Kil Architecture Planning

Farrington Appraisals

McCormick Engineering, LLC

7,532.14	Erskine Clubhouse Remodeling Assessment
8,000.00	4 Appraisal Reports Kohl's Ireland Assessment Yrs 08, 09, 10 & 11
9,922.50	Bowen St. Improvements

Total

786,658.49

RESOLUTION NO. 3415

A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION AUTHORIZING THE ISSUANCE OF BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR THE COSTS OF CERTAIN LOCAL PUBLIC IMPROVEMENTS WITHIN OR SERVING THE RIVER WEST DEVELOPMENT AREA AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS

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

WHEREAS, the Commission has previously created, amended and expanded an economic development area currently designated as the River West Development Area (the “Economic Development Area”) and designated the entire Economic Development Area as an allocation area (the “Allocation Area”) under the Act; and

WHEREAS, the Commission has adopted an Economic Development Plan (as amended from time to time, the “Plan”), which sets forth various economic development projects for the Economic Development Area; and

WHEREAS, the Act authorizes the Commission to issue bonds of the District, in the name of the City, in anticipation of revenues of the District and to use the proceeds of such bonds to finance local public improvements located in or serving the Economic Development Area; and

WHEREAS, the Commission previously has adopted Resolution No. 3414 at a meeting held on September 28, 2017, preliminarily determining to issue bonds for the purpose of financing the cost of certain local public improvements in or serving the Area, including without limitation (i) renovations and upgrades at Pulaski, Leeper and Seitz Parks and improvements to the mixed use riverfront trail; (ii) other infrastructure improvements to park and recreation areas in or serving the Area, all of which will enhance the cultural attractiveness of the Area and the City; and (iii) any and all improvements related to any of the improvements described in clauses (i) or (ii) (clauses (i) through and including (iii), collectively, the “Projects”); and

WHEREAS, the Commission now deems it advisable to issue the “City of South Bend, Indiana, Redevelopment District Bonds, Series 2018” (with such further or different series designation as the President of the Commission shall approve) (the “Bonds”), in one or more series, in an original principal amount not to exceed Twelve Million Two Hundred Thousand Dollars (\$12,200,000) (the “Authorized Amount”) for the purpose of providing funds to pay for all or a portion of (a) the costs related to the Projects, (b) funding of a debt service reserve to secure the payment of the Bonds, if necessary, and (c) the costs of issuance and expenses incurred in connection with and on account of the issuance and sale of the Bonds; and

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

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

WHEREAS, the Projects to be financed by the Bonds are located in, or directly serve and benefit, the Economic Development Area; and

WHEREAS, the aggregate principal amount of the Bonds, together with the outstanding principal amount of any previously issued bonds, if any, which constitute a debt of the District, on the date of issuance of the Bonds, will be no more than two percent (2.0%) of one-third (1/3) of the total net assessed valuation of the District; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH BEND REDEVELOPMENT COMMISSION, AS FOLLOWS:

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

Section 2. General Terms of Bonds.

(a) Issuance of Bonds. In order to procure said loan for such purposes, the Commission hereby authorizes the issuance of the Bonds, in one or more series, as described herein. The Controller is hereby authorized and directed to have prepared and to issue and sell the Bonds as negotiable, fully registered bonds of the District in an amount not to exceed the Authorized Amount.

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

The Bonds (i) shall be numbered consecutively from R-1 upward, (ii) shall be issued in denominations of Five Thousand Dollars (\$5,000), plus any integral multiple of \$5,000 in excess thereof (or such other denominations as may be determined by the President of the Commission based upon the advice of the Commission's financial advisor), (iii) shall be originally dated as of the date of issuance of the Bonds, and (iv) shall bear interest payable semi-annually on each February 1 and August 1, beginning on a date determined by the President of the Commission at the time of the sale of the Bonds based upon the advice of the Commission's financial advisor but in any event not earlier than August 1, 2018, at a rate or rates not exceeding five percent (5.00%) per annum (the exact rate or rates to be determined by negotiation), calculated on the basis of a 360-day year comprised of twelve 30-day months. The Bonds may be sold at a price not less than 99% of the par value thereof.

The Bonds shall mature serially on the dates determined by the President of the Commission at the time of the sale of the Bonds, over a period beginning not earlier than August 1, 2018, and ending not later than February 1, 2033, each serial maturity to be in such principal amount as determined by the President of the Commission, with the advice of the Commission's financial advisor. Notwithstanding anything to the contrary herein, all or a portion of the Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus accrued interest to the redemption date, but without premium or penalty. For all purposes of this resolution, such mandatory sinking fund redemption payments shall be deemed to be required payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of Bonds, relative to the form of Bonds contained in this resolution, to reflect any mandatory sinking fund redemption terms.

(b) Source of Payment. The Bonds are, as to both principal thereof and interest thereon, obligations of the District as a special taxing district, payable from a special ad valorem property tax on all taxable property within the District pursuant to Section 27 of the Act (the "Special Tax") to the extent other revenues of the Commission or available to the Commission, including without limitation tax increment revenues derived from the Allocation Area (the "TIF Revenues"), are not sufficient for such purpose as described in Section 8 hereof. The Bonds shall not constitute a corporate obligation or indebtedness of the City but shall constitute an obligation of the District.

(c) Payments. All payments of interest on the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the fifteenth (15th) day of the month immediately preceding each interest payment date (the "Record Date") at the addresses as they appear on the registration and transfer books of the Commission kept for that purpose by the Registrar (the "Registration Record") or at such other address as is provided to the Paying Agent (as defined in Section 4 hereof) in writing by such registered owner. Each registered owner of One Million Dollars (\$1,000,000) or more in principal amount of Bonds

shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for such payment. All principal payments and premium payments, if any, on the Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of \$1,000,000 or more in principal amount of Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

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

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

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

Section 3. Terms of Redemption. The Bonds may be made redeemable at the option of the Commission, upon notice duly given in accordance with the terms hereof, in whole or in part, in any order of maturities selected by the Commission and by lot within a maturity, on dates and with premiums, if any, and other terms as determined by the President of the Commission with the advice of the Commission's financial advisor, as evidenced by delivery of the form of Bonds to the Controller. The exact redemption dates and premiums, if any, shall be established by the President of the Commission, with the advice of the Commission's financial advisor, prior to the sale of the Bonds, provided that the Bonds may be subject to optional redemption not earlier than August 1, 2026.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers, if any, of the Bonds called for redemption. The place of redemption may be determined by the Commission. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by this resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

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

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

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

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

Section 5. Form of Bonds; Authorization of Book-Entry-Only System.

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

R- _____

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF ST. JOSEPH

CITY OF SOUTH BEND, INDIANA

REDEVELOPMENT DISTRICT BOND, SERIES 2018

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

REGISTERED OWNER: _____

PRINCIPAL SUM: _____ Dollars (\$_____)

The City of South Bend, Indiana (the "City"), acting for and on behalf of the South Bend Redevelopment District (the "District"), for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth

day of the month immediately preceding an interest payment date (the “Record Date”) and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before [February/August] 1, 20__ in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 1 and August 1 of each year, beginning on [February/August] 1, 20__. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

This bond is one of an authorized issue of bonds of the District of like original date, tenor and effect, except as to denomination, numbering, interest rates, redemption terms and dates of maturity, in the total amount of Twelve Million Two Hundred Thousand Dollars (\$12,200,000), numbered consecutively from R-1 upward, issued for the purpose of providing funds (a) to finance certain local public improvements in or serving the River West Development Area, (b) fund a debt service reserve fund, and (c) for the purpose of paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of bonds therefor, as authorized by Resolution No. 3415 (the “Resolution”) adopted by the South Bend Redevelopment Commission (the “Commission”) on the 12th day of October, 2017, entitled “A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION AUTHORIZING THE ISSUANCE OF BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR THE COSTS OF CERTAIN LOCAL PUBLIC IMPROVEMENTS WITHIN OR SERVING THE RIVER WEST DEVELOPMENT AREA AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS AND APPROPRIATING THE PROCEEDS THEREOF” (the “Resolution”), and in accordance with the provisions of Indiana law, including without limitation Indiana Code 36-7-14, Indiana Code 36-7-25 and other applicable laws, as amended (collectively, the “Act”), all as more particularly described in the Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Resolution and the Act.

Pursuant to the provisions of the Act and the Resolution, the principal of and interest on this bond and all other bonds of said issue are payable as an obligation of the District, as a special taxing district, from a special ad valorem property tax to be levied on all taxable property within the District to the extent other revenues of or available to the Commission are not sufficient for such purpose.

THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY OF SOUTH BEND, INDIANA, BUT IS AN INDEBTEDNESS OF THE CITY OF SOUTH BEND REDEVELOPMENT DISTRICT AS A SPECIAL TAXING DISTRICT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF CITY OF SOUTH BEND, INDIANA IS PLEDGED TO PAY THE INTEREST OR PREMIUM ON OR THE PRINCIPAL OF THIS BOND.

[The bonds of this issue maturing on or after _____, 20__ are redeemable at the option of the Commission on _____, 20__ or any date thereafter, on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Commission and by lot within a maturity, at 100% of face value plus accrued interest to the date fixed for redemption. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.]

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

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

*

* Final Maturity]

Notice of such redemption shall be mailed by first-class mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Commission except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers of the bonds called for redemption. The place of redemption may be determined by the Commission. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Resolution and shall not be deemed to be outstanding thereunder.

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

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

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

The bonds maturing on any maturity date are issuable only in the denomination of \$5,000 or any integral multiple thereof.

A Continuing Disclosure Contract from the Commission to each registered owner or holder of any bond, dated as of the date of initial issuance of the bonds (the "Contract"), has been executed by the Commission, a copy of which is available from the Commission and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the Commission to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.

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

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

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

CITY OF SOUTH BEND, INDIANA

By:

Mayor

(SEAL)

ATTEST:

Controller

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

By: _____
as Registrar

Authorized Representative

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

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

UNIF. TRANS. _____ Custodian
MIN. ACT _____
(Cust) (Minor)

under Uniform Transfers to Minors Act _____
(State)

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

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

Dated: _____

Signature Guaranteed:

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

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

(End of Form of Bond)

(b) The Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Commission from time to time (the "Clearing Agency"), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One definitive Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The City and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the Bonds as are necessary or appropriate to accomplish or recognize such book-entry form Bonds.

During any time that the Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such Bond may be registered upon the Registration Record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such Bond is so registered shall be, and the City, the Commission and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such Bond for all purposes of this resolution, including, without limitation, the receiving of payment of the principal of and interest and premium, if any, on such Bond, the receiving of notice and the giving of consent; (3) neither the City or the Commission nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17(a) of the Securities Exchange Act of 1933, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any Bond called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Commission receives notice from the Clearing Agency which is currently the registered owner of the Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Bonds, or the Commission elects to discontinue its use of such Clearing Agency as a Clearing Agency for the Bonds, then the City, the Commission and the Registrar and Paying Agent each shall do or perform or cause to be done

or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other Clearing Agency, as the holders of the Bonds may direct in accordance with this resolution. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds, shall be paid by the Commission.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this resolution.

During any time that the Bonds are held in book-entry form on the books of the Clearing Agency, the provisions of its standard form of Letter of Representations, if executed in connection with the issuance of the Bonds, as amended and supplemented, or any Blanket Issuer Letter of Representations filed by the City, or any successor agreement shall control on the matters set forth therein. The Executive is authorized to execute and deliver such a Letter of Representations. The Registrar, by accepting the duties of Registrar under this resolution, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the Bonds are held in book-entry form, the provisions of this Section shall control over conflicting provisions in any other section of this resolution.

Section 6. Sale of Bonds. The Bonds shall be sold in a competitive sale. The Controller shall cause to be published a notice of sale once each week for two consecutive weeks per Indiana Code §5-3-1-2. The date fixed for the sale shall not be earlier than fifteen (15) days after the first of such publications and not earlier than three (3) days after the second of such publications. Said bond sale notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount thereof, the amount and date of each maturity, the maximum rate or rates of interest thereon, their denominations, the time and place of payment, that specifications and information concerning the Bonds are on file in the office of the Controller and are available on request, the terms and conditions upon which bids will be received and the sale made, and such other information as is required by law or as the Controller shall deem necessary, including any terms and conditions of sale which provide an exclusion or exemption from the applicability of all or a portion of the provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission, as amended (the “SEC Rule”).

As an alternative to the publication of a notice of sale, the Controller may sell the Bonds through the publication of a notice of intent to sell the Bonds and compliance with related procedures pursuant to Indiana Code § 5-1-11-2(b).

All bids for the Bonds shall be sealed and shall be presented to the Controller in accord with the terms set forth in the bond sale notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, which shall be the same for all Bonds maturing on the same date, and the interest rate bid on any maturity of Bonds must be no less than the interest rate bid on any and all prior maturities, not exceeding six percent (6.00%) per annum, and such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one per cent. The Controller shall award the Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99.00%) of the par value of the Bonds (or such higher percentage as the Controller shall determine, with the advice of the Commission's financial advisor, prior to the sale of the Bonds) and accrued interest, if any, shall be considered. The Controller may require that all bids shall be accompanied by certified or cashier's checks payable to the order of the City of South Bend, Indiana, or a surety bond, in an amount not to exceed one percent (1.0%) of the aggregate principal amount of the Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without readvertisement; provided, however, that if said sale be continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Controller shall have full right to reject any and all bids.

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

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

Section 7. Funds and Accounts.

(a) Use of Bond Proceeds; Capital Fund. Any premium received at the time of delivery of the Bonds will be applied to payments on the Bonds on the earliest payment dates or, alternatively, applied to reduce the original principal amount of the Bonds, as the Controller shall determine in her discretion upon the recommendation of the Commission's financial advisor in connection with the award of the Bonds. If a Reserve Fund (as defined below) is deemed necessary in order to sell the Bonds, an amount equal to the Debt Service Reserve Requirement (as defined below) shall be deposited into the Reserve Fund from the proceeds of the Bonds. The remaining proceeds received from the sale of the Bonds shall be deposited in the fund hereby created and designated as the "City of South Bend Redevelopment District Capital Fund" (the "Capital Fund"). The proceeds of the Bonds deposited into the Capital Fund, and together with all investment earnings thereon, shall be expended by the Commission only for the purpose of paying expenses incurred in connection with the Projects, together with the expenses incidental thereto and on account of the issuance of the Bonds. Any balance remaining in the Capital Fund which is not required to meet unpaid obligations incurred in connection therewith and on account of the

sale and issuance of the Bonds may be (i) used to pay debt service on the Bonds, or (ii) otherwise used as permitted by law. The Commission hereby authorizes and directs the Controller to administer the Capital Fund on behalf of the Commission.

(b) Bond Fund. There is hereby created a separate fund, designated as the “City of South Bend Redevelopment District Bond Fund” (the “Bond Fund”), which shall be applied to the payment of the principal of and interest on the Bonds, and all other bonds payable from the Special Tax and/or other revenues of or available to the Commission as contemplated hereby, and to no other purpose not allowed under Section 27 of the Act. As the Special Tax is collected, it shall be accumulated in an account of the Bond Fund hereby created and designated as the “Special Tax Account.” The Bond Fund shall also have a separate account designated the Revenues Account as described in Section 8 hereof.

(c) Reserve Fund. At the time of the sale of the Bonds, the Controller of the City, with the advice of the Commission’s financial advisor, may determine to establish a debt service reserve fund for the Bonds (the “Reserve Fund”), which shall be funded in an amount with respect to the Bonds equal to the lesser of (a) 10% of the proceeds thereof, (b) the maximum annual principal and interest requirements thereon, or (c) 125% of the average annual principal and interest requirements thereon (or such other amount as determined by the Commission at the time of the sale of the Bonds, based on the advice of the Commission’s financial advisor, to adequately secure the Bonds) (such amount, the “Debt Service Reserve Requirement”). All money in the Reserve Fund shall be used and withdrawn by the District solely for the purpose of making deposits into the Bond Fund, in the event of any deficiency at any time in such fund, or for the purpose of paying the interest on or principal of or redemption premiums, if any, on the Bonds in the event that no other money is lawfully available therefor. Any amount in the Reserve Fund in excess of the Debt Service Reserve Requirement shall be withdrawn from the Reserve Fund and deposited in the Bond Fund. Money in the Reserve Fund shall also be available to make the final payments of interest and principal on the Bonds. The Commission at its option may satisfy all or any portion of the Debt Service Reserve Requirement with a surety bond, letter of credit or other financial instrument on terms and conditions recommended by the Commission’s financial advisor. Each of the Mayor, the Controller, and any officer of the Commission is authorized to execute any document which may be required in connection with any such surety bond, letter of credit or financial instrument. In the event money in the Reserve Fund is withdrawn for deposit into the Bond Fund, the Commission may determine to replenish the amount in the Reserve Fund to equal the Debt Service Reserve Requirement with any revenues available to the Commission, including without limitation, the TIF Revenues.

(d) Investment of Funds. All money available hereunder for the payment of debt service on bonds shall be held in trust for the benefit of the holders of the bonds and shall be applied, used and withdrawn in accordance with this Section 7. The proceeds of the funds and accounts described below shall be deposited with a legally qualified depository or depositories for funds of the Commission as now provided by law and shall be segregated and kept separate and apart from all other funds of the District and the Commission and may be invested in accordance with applicable provisions of Indiana law.

Section 8. Reduction of Special Tax Levy and Pledge of Certain Other Revenues Deposited into the Revenues Account of the Bond Fund. The amount of the levy each year of the Special Tax under Section 27 of the Act applicable to making payments on the Bonds as set forth in the budget of the Commission formulated pursuant to Section 28 of the Act shall be reduced, as provided in Section 27 of the Act, by available revenues of the Commission to the extent such revenues have been or will be set aside and designated by the Commission for such purpose in the account of the Bond Fund hereby created and designated as the “Revenues Account” (the “Revenues Account”). The Commission hereby covenants to levy the Special Tax in each calendar year payments are due with respect to the Bonds to the extent the revenues of or available to the Commission and set aside in the Revenues Account during the previous twelve (12) calendar months prior to August 1 of such calendar year are not sufficient to pay principal of and interest due on the Bonds in the 12-month period beginning on July 1 of the year following such calendar year as described herein.

The expected amounts available and so designated in the Revenues Account shall be used for no purpose except as contemplated above and are hereby pledged by the Commission to the payment of the Bonds, such pledge being effective as set forth in Ind. Code § 5-1-14-4 without the necessity of filing or recording this resolution or any other instrument except in the records of the Commission. In determining if the amount on deposit in the Revenues Account is sufficient each year, the Commission may take into account the amount on deposit in the Reserve Fund.

Section 9. Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of or unconditionally guaranteed by (including obligations issued or held in book entry form on the books of) the U.S. Department of the Treasury, and to the extent permitted by Indiana law and by each rating agency maintaining a rating on the Bonds, Refcorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds or other investments rated in the highest category for such obligations by Standard & Poor’s Corporation or Moody’s Investors Service (or any combination thereof), the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this resolution.

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

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

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

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

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

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

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

No owner of any Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Commission or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Commission and the City and all owners of Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the Commission and the City and of the owners of the Bonds, and the terms and provisions of the Bonds and this resolution, or any supplemental resolution, may be

modified or amended in any respect with the consent of the Commission and the consent of the owners of all the Bonds then outstanding.

Without notice to or consent of the owners of the Bonds, the Commission may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

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

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

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

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

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

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

Section 11. Offering Document and Continuing Disclosure. If legally required as part of a public offering of the Bonds, the Controller is hereby authorized to deem final an official statement with respect to the Bonds, as of its date, in accordance with the provisions of Rule 15c2-12 of the United States Securities and Exchange Commission, as amended (the "SEC Rule"), subject to completion as permitted by the SEC Rule, and the Commission further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Controller in the form of a final official statement. The officers of the Commission and the City are further authorized to approve the form and distribution of any other offering materials that may be recommended by the Commission's financial advisor in connection with a private placement or limited offering of the Bonds.

In order to assist any underwriter of the Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available appropriate disclosure about the Commission and the City and the Bonds to participants in the municipal securities market, the Commission may, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, execute and deliver any continuing disclosure contract. The execution and delivery by the Commission of the continuing disclosure contract, and the performance by the Commission of its obligation thereunder by or through any employee or agent of the Commission or the City, are hereby

approved. The officers of the Commission and the City are further authorized to approve the form of, and to execute and deliver, a voluntary continuing disclosure agreement with the Purchaser of the Bonds in connection with a private placement or a limited offering of the Bonds, based upon the recommendation of counsel to the Commission.

Section 12. Tax Matters. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Commission represents, covenants and agrees that:

(a) The Commission will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations thereunder as applicable to the Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on proceeds of the Bonds or other monies treated as proceeds of the Bonds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(a) The Commission will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code with respect to the Bonds.

(b) The Commission will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the Bonds.

Notwithstanding any other provisions of this Resolution, the foregoing covenants and authorizations (the “Tax Sections”) which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the “Tax Exemption”) need not be complied with if the Commission receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 13. Other Action. The Mayor and the Controller of the City or any officer of the Commission may take such other actions or deliver such other certificates and documents needed for the Refunding or the financing as they deem necessary or desirable in connection therewith.

Section 14. No Conflict. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed. After the issuance of the Bonds and so long as any of the Bonds or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this resolution shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the Bonds, nor shall the

Commission adopt any law or resolution which in any way adversely affects the rights of such holders.

Section 15. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 16. Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the City or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

Section 17. Interpretation. Unless the context or law clearly requires otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

Section 18. Effectiveness. This resolution shall be in full force and effect from and after its passage.

[Signature Page Follows]

ADOPTED at a meeting of the South Bend Redevelopment Commission held on October 12, 2017, in Room 1308, County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

RESOLUTION NO. 3416

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT
COMMISSION APPROPRIATING THE PROCEEDS OF BONDS OF THE
CITY OF SOUTH BEND REDEVELOPMENT DISTRICT FOR THE
PURPOSE OF FINANCING THE COSTS RELATED TO THE
COMPLETION OF CERTAIN LOCAL PUBLIC IMPROVEMENTS
WITHIN OR SERVING THE RIVER WEST DEVELOPMENT AREA**

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

WHEREAS, the Commission has previously created, amended and expanded an economic development area in the City of South Bend, Indiana, (the “City”) currently designated as the River West Development Area (the “Economic Development Area”), and designated the entire Economic Development Area as an allocation area under the Act; and

WHEREAS, the Commission has adopted an Economic Development Plan (as amended from time to time, the “Plan”), which sets forth various economic development projects for the Economic Development Area; and

WHEREAS, the Act authorizes the Commission to issue bonds of the District, in the name of the City, in anticipation of revenues of the District and to use the proceeds of such bonds to finance local public improvements located in or serving the Economic Development Area; and

WHEREAS, the Commission previously has adopted Resolution No. 3414 at a meeting held on September 28, 2017, preliminarily determining to issue bonds for the purpose of financing the cost of certain local public improvements in or serving the Area, including without limitation (i) renovations and upgrades at Pulaski, Leeper and Seitz Parks and improvements to the mixed use riverfront trail; (ii) other infrastructure improvements to park and recreation areas in or serving the Area, all of which will enhance the cultural attractiveness of the Area and the City; and (iii) any and all improvements related to any of the improvements described in clauses (i) or (ii) (clauses (i) through and including (iii), collectively, the “Projects”); and

WHEREAS, the Commission, by its Resolution No. 3415 (the “Bond Resolution”), adopted on October 12, 2017, approved the issuance of the “City of South Bend, Indiana, Redevelopment District Bonds, Series 2018” (the “Bonds”) in one or more series, in an original principal amount not to exceed Twelve Million Two Hundred Thousand Dollars (\$12,200,000) (the “Authorized Amount”) for the purpose of providing funds to pay for all or a portion of (a) the costs related to the Projects, (b) funding of a debt service reserve to secure the payment of the Bonds, if necessary, and (c) the costs of issuance and expenses incurred in connection with and on account of the issuance and sale of the Bonds; and

WHEREAS, under the governing statutes it is necessary to make an appropriation to pay items to be financed with the Bonds, and it has been determined that said appropriation be made at this time; and

WHEREAS, notice has been given and this date a public hearing has been conducted regarding such appropriation, as required by Indiana law;

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH BEND REDEVELOPMENT COMMISSION, AS FOLLOWS:

SECTION 1. In order to provide financing for the Projects as described above, funding a debt service reserve fund and the costs of selling and issuing the Bonds, the District shall borrow money, and the City, acting for and on behalf of the District, shall issue the Bonds as previously authorized by the Commission pursuant to the Bond Resolution. An appropriation in an amount not to exceed the Authorized Amount, together with all investment earnings thereon, shall be made to pay for the governmental purposes to be financed by the Bonds, and the funds to meet said appropriation shall be provided out of the proceeds of the Bonds in the original principal amount of not to exceed the Authorized Amount and such investment earnings. Said appropriation shall be in addition to all other appropriations provided for in the existing budget and tax levy.

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

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

SECTION 4. This Resolution shall be in full force and effect from and after its passage.

[Signature Page Follows]

ADOPTED at a meeting of the South Bend Redevelopment Commission held on October 12, 2017, in Room 1308, County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: October 12, 2017
FROM: Tim Corcoran
SUBJECT: Lafayette Building Stabilization and Remediation

PURPOSE OF REQUEST:
Specifics:

We are requesting 1.5 million dollars for the stabilization and rehabilitation of the Lafayette Building located at 115 South Lafayette Boulevard. The immediate concern and task will be patching of the roof and skylight to prevent further deterioration of the building over the winter months.

INTERNAL USE ONLY: Project Code: 17J038
Total Amount new/change (inc/dec) in budget: \$1,500,000 ; broken down by:
Acct #324-1050-460-42.02 Amt: _____; Acct # _____ Amt: _____;
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Going to BPW for Contracting? Y/N Is this item ready to encumber now? _____
Existing PO# _____ Inc/Dec \$ _____



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: October 4, 2017
 FROM: Lory Timmer
 SUBJECT: Development Agreement (Historic Lincoln Way West Homes)

PURPOSE OF REQUEST:

Staff is seeking approval of the attached Development Agreement between the South Bend Redevelopment Commission and South Bend Heritage Foundation, Inc. and Neighborhood Development Associates, LLC. The DA provides the project with \$1,000,000 of TIF investment to convert the Classic Boutique/Brewery building at 1636 Lincolnway West into affordable apartments and retail/commercial space. The project also includes new construction single-family homes on scattered nearby vacant lots currently owned by the Urban Enterprise Association (UEA). The effort will improve a critical area on Lincolnway West between the airport and downtown, and will complement the West Side Main Streets plan, in particular the Wilber Street node.

The developers are seeking low income housing tax credits from the Indiana Housing and Community Development Authority (IHCDA). This is a competitive process, with the application to IHCDA due November 6, 2017, and awards announced February 22, 2018. If not awarded in that round, the project will be re-submitted to IHCDA July 30, 2018, with awards announced November 15, 2018. In addition to the tax credit equity, historic tax credits and a conventional first mortgage loan will finance the project. TIF funds are requested from the South Bend Redevelopment Commission to close the funding gap in the project.

Agreement highlights:

- Private investment of no less than \$12,000,000
- If the project is not awarded tax credits in either round, the DA terminates December 31, 2018
- If tax credits awarded, project completion required (36) months after Effective Date of the Agreement
- Developer will pursue goal of contracting no less than 8% of total private investment with MBE and/or WBE contractors
- (25) 1- & 2-BR apartments and (16) single-family homes will be created for low-moderate income tenants

INTERNAL USE ONLY: Project Code: 17J039
 Total Amount new/change (inc/dec) in budget: \$1,000,000; broken down by:
 Acct # 324.1050.460.42.02 Amt: \$1,000,000; Acct # _____ Amt: _____;
 Acct # _____ Amt: _____; Acct # _____ Amt: _____;
 Going to BPW for Contracting? Y(N) Is this item ready to encumber now? _____
 Existing PO# _____ Inc/Dec \$ _____

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of October 12, 2017 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), South Bend Heritage Foundation, Inc., an Indiana non-profit corporation with its registered office at 803 Lincoln Way West, South Bend, Indiana 46616 (“SBHF”), and Neighborhood Development Associates, LLC, in Indiana limited liability company with its registered office at 724 W. Washington St., South Bend, Indiana 46601 (“NDA,” and together with SBHF, the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Commission exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953, as amended (I.C. 36-7-14 *et seq.*, the “Act”); and

WHEREAS, the Act provides that the clearance, replanning, and redevelopment of redevelopment areas are public uses and purposes for which public money may be spent; and

WHEREAS, the Developer owns or will acquire certain real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (collectively, the “Developer Property”); and

WHEREAS, the Developer desires to construct, renovate, or otherwise rehabilitate certain elements of the Developer Property (the “Project”) in accordance with the project plan (the “Project Plan”) attached hereto as **Exhibit B**; and

WHEREAS, the Developer expects to fund the Project in part by obtaining and selling certain tax credits granted to the Developer by the Indiana Housing and Community Development Authority (the “IHCDA”) based on the Developer’s application to the IHCDA to be submitted on or before the IHCDA’s deadline of July 30, 2018; and

WHEREAS, the Developer Property is located within the corporate boundaries of the City of South Bend, Indiana (the “City”), within the River West Development Area (the “Area”); and

WHEREAS, the Commission has adopted (and subsequently amended, from time to time) a development plan, which contemplates development of the Area consistent with the Project; and

WHEREAS, the Commission believes that accomplishing the Project as described herein is in the best interests of the health, safety, and welfare of the City and its residents; and

WHEREAS, the Commission desires to facilitate and assist the Project by undertaking the local public improvements stated in **Exhibit C** (the “Local Public Improvements”) and the financing thereof, subject to the terms and conditions of this Agreement and in accordance with the Act.

NOW, THEREFORE, in consideration of the mutual promises and obligations stated in this Agreement, the adequacy of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. DEFINITIONS.

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the following meanings:

1.1 Assessed Value. “Assessed Value” means the market value-in-use of a property, used for property tax assessment purposes as determined by the St. Joseph County Assessor.

1.2 Board of Works. “Board of Works” means the Board of Public Works of the City, a public body granted the power to award contracts for public works pursuant to I.C. 36-1-12.

1.3 Funding Amount. “Funding Amount” means an amount not to exceed One Million Dollars (\$1,000,000.00) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.4 Private Investment. “Private Investment” means an amount no less than Twelve Million Dollars (\$12,000,000.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

SECTION 2. INTERPRETATION, TERMS, AND RECITALS.

2.1 Interpretation.

(a) The terms “herein,” “hereto,” “hereunder,” and all terms of similar import shall be deemed to refer to this Agreement as a whole rather than to any Article of, Section of, or Exhibit to this Agreement.

(b) Unless otherwise specified, references in this Agreement to (i) “Section” or “Article” shall be deemed to refer to the Section or Article of this Agreement bearing the number so specified, (ii) “Exhibit” shall be deemed to refer to the Exhibit of this Agreement bearing the letter or number so specified, and (iii) references to this “Agreement” shall mean this Agreement and any exhibits and attachments hereto.

(c) Captions used for or in Sections, Articles, and Exhibits of this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

(d) The terms “include,” “including” and “such as” shall each be construed as if followed by the phrase “without being limited to.”

2.2 Recitals. The Recitals set forth above are incorporated into and are a part of this Agreement for all purposes.

SECTION 3. ACCESS.

3.1 Grant of Easement. The Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the Developer Property (the “Easement”) in the form attached hereto as **Exhibit D**, to permit the Commission to fulfill its obligations under this Agreement, including the construction, equipping, inspection, and delivery of the Local Public Improvements. The Easement shall (a) inure to the benefit of the Commission and the Board of Works or any contractors acting on behalf of the Commission in connection with the construction, equipping, inspection, and delivery of the Local Public Improvements; (b) shall bind the Developer and its grantees, successors, and assigns; and (c) shall terminate no later than upon completion of the Local Public Improvements, as determined by the Board of Works.

SECTION 4. DEVELOPER’S OBLIGATIONS.

4.1 Generally.

(a) The Parties acknowledge and agree that the Commission’s agreements to perform and abide by the covenants and obligations set forth in this Agreement are material consideration for the Developer’s commitment to perform and abide by the covenants and obligations of the Developer contained in this Agreement.

(b) The Parties acknowledge and agree that SBHF and NDA are jointly and severally obligated to perform all responsibilities of the Developer under this Agreement.

4.2 The Project.

(a) No later than August 31, 2019, the Developer will acquire fee simple ownership of the Developer Property and all other real property necessary to carry out each element of the Project Plan attached hereto as Exhibit B.

(b) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as Exhibit B and the plans and specifications approved by the City Planner pursuant to Section 4.8 of this Agreement, which improvements shall comply with all zoning and land use laws and ordinances.

(c) The Developer will expend the Private Investment to complete the Project in accordance with the Project Plan attached hereto as Exhibit B and the plans and specifications to be approved by the Commission pursuant to Section 4.8 of this Agreement.

4.3 Cooperation. The Developer agrees to endorse and support the Commission’s efforts to expedite the Local Public Improvements through any required planning, design, public bidding, construction, inspection, waiver, permitting, and related regulatory processes.

4.4 Obtain Necessary Easements. The Developer agrees to obtain any and all easements from any governmental entity and/or any other third parties that the Developer or the Commission deems necessary or advisable in order to complete the Local Public Improvements, and the obtaining of such easements is a condition precedent to the Commission’s obligations under this Agreement.

4.5 Timeframe for Completion. The Developer hereby agrees to complete the Project and any other obligations the Developer may have under this Agreement by the date that is thirty-six (36) months after the Effective Date of this Agreement (the “Mandatory Project Completion Date”). Notwithstanding any provision of this Agreement to the contrary, the Developer’s failure to complete the Project or any other obligations the Developer may have under this Agreement by the Mandatory Project Completion Date will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.

4.6 Reserved.

4.7 Reporting Obligations.

(a) Upon the letting of contracts for substantial portions of the Project and again upon substantial completion of the Project, the Developer hereby agrees to report to the Commission the number of local contractors and local laborers involved in the Project, the amount of bid awards for each contract related to the Project, and information regarding which contractor is awarded each contract with respect to the Project.

(b) On or before June 30 and December 31 of each year until substantial completion of the Project, the Developer shall submit to the Commission a report demonstrating the Developer’s good-faith compliance with the terms of this Agreement. The report shall include the following information and documents: (i) a status report of the construction completed to date, (ii) an update on the project schedule, (iii) an itemized accounting generally identifying the Private Investment to date, and (iv) a status report of the number of jobs created for employment at the Developer Property.

(c) On or before April 15 of the year that is one year after substantial completion of the Project and on each April 15 thereafter until April 15 of the year which is five (5) years after substantial completion of the Project, the Developer shall submit to the Commission a report with the following information: (i) the number of jobs created as a result of the Project and wage and benefit information for the jobs created; and (ii) a detailed description of the of the job and wage details for the number of people employed by the Developer in connection with the Project.

4.8 Submission of Plans and Specifications for Project. Promptly upon completion of all plans and specifications for the Project, or changes thereto, the Developer shall deliver a complete set thereof to the City Planner for the City of South Bend (the “City Planner”). The City Planner may approve or disapprove said plans and specifications for the Project in his or her sole discretion and may request revisions or amendments to be made to the same.

4.9 Project Costs and Expenses. The Developer hereby agrees to pay, or cause to be paid, all costs and expenses of planning, construction, management, and all other activities or purposes associated with the Project (including legal, architectural, and engineering fees), exclusive of the Local Public Improvements, which shall be paid for by the Commission by and through the Funding Amount subject to the terms of this Agreement.

4.10 Specifications for Local Public Improvements. The Developer will be responsible for the preparation of all bid specifications related to the Local Public Improvements, and the

Developer will pay all costs and expenses of such preparation, provided, however, that if the Commission pays any costs or expenses of such preparation, then the amount paid by the Commission will be deducted from the Funding Amount. The Developer will submit all bid specifications related to the Local Public Improvements to the City of South Bend Engineering Department (the "Engineering Department"). The Engineering Department may approve or disapprove said bid specifications for the Project in its sole discretion and may request revisions or amendments to be made to the same.

4.11 Use of MBE/WBE Contractors. The Developer will exercise good faith efforts to solicit bids from and award contracts to local Minority Business Enterprises ("MBEs") and/or Women's Business Enterprises ("WBEs") for work associated with the Project. The Developer will diligently pursue the goal of awarding to MBEs and/or WBEs Project-related contracts with an aggregate value of no less than eight percent (8%) of the Private Investment.

4.12 Non-Interference. The Developer hereby agrees to use commercially reasonable efforts to minimize disruption for those living and working near the Developer Property during construction of the Project.

4.13 Insurance. The Developer shall purchase and maintain comprehensive insurance coverage as is appropriate for the work being performed with respect to the Project. The Developer shall provide proof of such adequate insurance to the Commission and shall notify the Commission and the City of any change in or termination of such insurance. During the period of construction or provision of services regarding any Local Public Improvements, the Developer shall maintain insurance in the kinds and for at least the minimum amounts as described in Exhibit E attached hereto and the Commission and the City shall be named as additional insureds on such policies (but not on any worker's compensation policies).

4.14 Information. The Developer agrees to provide any and all due diligence items with respect to the Project reasonably requested by the Commission.

4.15 Other Incentives. The Developer agrees that, for its completion of the Project (as defined in the Project Plan), the Developer will not request or pursue any financial incentive or support from the City other than the Commission's commitment of the Funding Amount under this Agreement, including without limitation any tax abatement with respect to the Developer Property or any other property associated with the Project.

SECTION 5. COMMISSION'S OBLIGATIONS.

5.1 Generally. The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations set forth in this Agreement is material consideration for the Commission's commitment to perform and abide by the covenants and obligations of the Commission contained in this Agreement.

5.2 Completion of Local Public Improvements.

(a) The Commission hereby agrees to complete (or cause to be completed) the Local Public Improvements described in Exhibit C attached hereto on a schedule to be

reasonably determined and agreed to by the Commission and the Developer, as may be modified due to unforeseen circumstances and delays.

(b) Before any contract is awarded for the completion of the Local Public Improvements and before any work on the Local Public Improvements will commence, (i) the Developer will have obtained and sold the tax credits awarded to the Developer by the IHCD and obtained all additional financing necessary to complete the Project in accordance with the Project Plan, (ii) the City Planner will have received satisfactory plans and specifications for the Project and approved the same in accordance with Section 4.8 of this Agreement, and (iii) the Engineering Department will have received satisfactory bid specifications for the Local Public Improvements and approved the same in accordance with Section 4.10 of this Agreement.

(c) The Local Public Improvements will be completed in accordance with all applicable public bidding and contracting laws and will be subject to inspection by the Engineering Department or its designee.

(d) Notwithstanding anything to the contrary contained herein, in the event the costs associated with the Local Public Improvements are in excess of the Funding Amount, Developer, at its sole option, may determine to pay to the Commission the amount of the excess costs to permit timely completion of the Local Public Improvements by the Commission, or an agent of the Commission, which amounts shall be applied for such purpose. If Developer chooses not to pay any such excess costs of the Local Public Improvements (above the Funding Amount), the Commission may reduce the scope of the Local Public Improvements to the amount which may be funded with the Funding Amount. In no event will the Commission be required to spend more than the Funding Amount in connection with the Local Public Improvements.

5.3 Tax Credit Contingency. Notwithstanding anything to the contrary contained herein, this Agreement will terminate, and the Commission will have no obligation to expend any portion of the Funding Amount or to complete any portion of the Local Public Improvements, in the event the Developer has not obtained an award of tax credits for the Project from IHCD on or before December 31, 2018.

5.4 Cooperation. The Commission agrees to endorse and support the Developer's efforts to expedite the Project through any required planning, design, permitting, waiver, and related regulatory processes, provided, however, that the Commission will not be required to expend any money in connection therewith.

5.5 Public Announcements, Press Releases, and Marketing Materials. The Commission hereby agrees to coordinate all public announcements and press releases relating to the Project with the Developer.

SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

6.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to

settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense, and in no event shall the Commission be required to bear the fees and costs of the Developer's attorneys nor shall the Developer be required to bear the fees and costs of the Commission's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section 6.1, which shall survive such invalidation, nullification, or setting aside.

SECTION 7. DEFAULT.

7.1 Default. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. Upon the occurrence of a default under this Agreement, the non-defaulting Party may (a) terminate this Agreement, or (b) institute legal proceedings at law or in equity (including any action to compel specific performance) seeking remedies for such default. If the default is cured within thirty (30) days after the notice described in this Section 7.1, then no default shall exist and the noticing Party shall take no further action.

7.2 Reimbursement Obligation. In the event that the Developer fails (a) to complete the Project by the Mandatory Project Completion Date, or (b) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, then upon the written demand of the Commission, the Developer will repay the Commission One Hundred Fifty Percent (150%) of the portion of the Funding Amount expended by the Commission in furtherance of the Local Public Improvements as of the date of the Commission's demand.

7.3 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, none of the Parties shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of terrorism, restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environments regulations, contract defaults by third parties, or similar basis for excused performance which is not within the reasonable control of the Party to be excused (each, an event of "Force Majeure"). Upon the request of any of the Parties, a reasonable extension of any date or deadline set forth in this Agreement due to such cause will be granted in writing for a period necessitated by the event of Force Majeure, or longer as may be mutually agreed upon by all the Parties.

SECTION 8. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP; CONFLICT OF INTEREST; INDEMNITY.

8.1 No Agency, Joint Venture or Partnership. The Parties acknowledge and agree that:

- (a) The Project is a private development;

(b) None of the Commission, the Board of Works, or the Developer has any interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the Commission, the Board of Works, and/or the Developer expressly accepts the same; and

(c) The Parties hereby renounce the existence of any form of agency relationship, joint venture or partnership between the Commission, the Board of Works, and the Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Commission, the Board of Works, and the Developer.

8.2 Conflict of Interest; Commission Representatives Not Individually Liable. No member, official, or employee of the Commission or the City may have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the Commission or the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Commission or for any amount which may become due to the Developer, or its successors and assigns, or on any obligations under the terms of this Agreement. No partner, member, employee, or agent of the Developer or successors of them shall be personally liable to the Commission under this Agreement.

8.3 Indemnity. The Developer agrees to indemnify, defend, and hold harmless the Commission and the City from and against any third-party claims suffered by the Commission or the City resulting from or incurred in connection with the Local Public Improvements or the Project.

SECTION 9. MISCELLANEOUS.

9.1 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the parties.

9.2 Other Necessary Acts. Each Party shall execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to accomplish the Project and the Local Public Improvements contemplated by this Agreement and to provide and secure to the other Parties the full and complete enjoyment of its rights and privileges hereunder. Notwithstanding the foregoing, the Parties understand and agree that certain actions contemplated by this Agreement may be required to be undertaken by persons, agencies, or entities that are not a party to this Agreement, including, but not limited to certain permits, consents, and/or approvals (to the extent they have not yet been obtained and completed), and that any action by such third parties shall require independent approval by the respective person, agency, entity, or governing body thereof.

9.3 Dispute Resolution; Waiver of Jury Trial. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution. The Parties acknowledge that disputes arising under this Agreement are likely to be complex and they desire to streamline and minimize the cost of resolving such disputes. In any legal proceeding, each Party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both Parties.

9.4 Attorneys' Fees. In the event of any litigation, mediation, or arbitration between the Parties regarding an alleged breach of this Agreement, none of the Parties shall be entitled to any award of attorney's fees.

9.5 Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and

(b) The Developer will state, in all solicitations or advertisements for employees placed by or on behalf of the Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

9.6 Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

9.7 Notices and Demands. Any notice, demand, or other communication required or permitted under the terms of this Agreement may be delivered (a) by hand-delivery (which will be deemed delivered at the time of receipt), (b) by registered or certified mail, return receipt requested (which will be deemed delivered three (3) days after mailing), or (c) by overnight courier service (which will be deemed delivered on the next business day) to each Party's respective addresses and representatives stated below.

Developer: South Bend Heritage Foundation, Inc.
803 Lincoln Way West
South Bend, IN 46616
Attn: Executive Director

and

Neighborhood Development Associates, LLC
724 W. Washington St.
South Bend, IN 46601

Commission: South Bend Redevelopment Commission
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
Attn: James Mueller, Executive Director
South Bend Department of Community Investment

With a copy to: South Bend Legal Department
1200 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
Attn: Corporation Counsel

9.8 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Indiana.

9.9 Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that he or she is the duly authorized officer or representative of such Party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

9.10 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the Parties herein.

9.11 Assignment. The Developer's rights under this Agreement shall be personal to the Developer and shall not run with the land. The Developer may not assign its rights or obligations under this Agreement to any third party without obtaining the Commission's prior written consent to such assignment, which the Commission may give or withhold in its sole discretion, provided, however, that the Developer may assign this Agreement to a legal entity formed specifically for carrying out the Project with IHEDA tax-credit financing upon giving written notice of such assignment to the Commission without the requirement of seeking the Commission's consent. In

the event the Developer seeks the Commission's consent to any such assignment, the Developer shall provide to the Commission all relevant information concerning the identities of the persons or entities proposed to be involved in and an explanation of the purposes for the proposed assignment(s).

9.12 Further Assurances. The Parties agree that they will each undertake in good faith, as permitted by law, any action and execute and deliver any document reasonably required to carry out the intents and purposes of this Agreement.

9.13 Exhibits. All exhibits described herein and attached hereto are incorporated into this Agreement by reference.

9.14 Entire Agreement. No representation, promise, or inducement not included in this Agreement will be binding upon the Parties hereto. This Agreement cannot be modified except by mutual agreement of the Parties set forth in a written instrument signed by the Parties' authorized representatives.

9.15 Time. Time is of the essence of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

SOUTH BEND HERITAGE FOUNDATION, INC.

By: _____
Name: _____
Title: _____
Date: _____

NEIGHBORHOOD DEVELOPMENT ASSOCIATES, LLC

By: _____
Name: _____
Title: _____
Date: _____

4000.0000101 41781683.003

EXHIBIT A

Description of Developer Property

A part of the North Half of the Northeast Quarter of the Southeast Quarter of Section 3, Township 3rd North, Range 2 East, now within and a part of the City of South Bend, which part is bounded by a line running as follows: Beginning at the intersection of the East line of College Street with the Southerly line of Lincolnway West (formerly Michigan Avenue) in the City of South Bend, thence running South 67 1/2 degrees East with the Southerly line of Lincolnway West, a distance of 411.5 feet, more or less to the Northwest corner of a tract of land formerly owned by Herman Huffman, thence South parallel with the East line of said Section 3 to the North line of Rupel Street, thence West with the North line of Rupel Street to the intersection of said North line of Rupel Street with the East line of College Street; thence North with said East line of College Street, to the place of beginning, ~~excepting therefrom~~ the right of way across said tract occupied by the Indiana, Illinois and Iowa Railway Company, a branch of the New York Central Lines, and ~~excepting therefrom~~ the following described tract: Beginning at the intersection of the South line of Lincolnway West (formerly Michigan Avenue) with the East line of the right of way of the Indiana, Illinois and Iowa Railway Company, a branch of the New York Central Lines, which point is 329.3 feet South 67 1/2 degrees East of the point of intersection of the East line of College Street with the Southerly line of Lincolnway West, thence running South 67 1/2 degrees East with the Southerly line of said Lincolnway West a distance of 81.4 feet, more or less, to the Northwest corner of a tract of land conveyed to Herman Hoffman by Jonathan P. Creed and Lucretia M. Creed, by deed dated December 2, 1896 and recorded in Deed Record 102, pages 560-1, Recorder's Office of St. Joseph County, Indiana; thence South parallel with the East line of said Section 3, 173.2 feet, more or less to the North line of Rupel Street, thence West along the North line of Rupel Street 215.29 feet, more or less to the East line of said right of way of Indiana Illinois and Iowa Railway Company, thence Northeasterly along the Easterly line of said right of way 247 feet, more or less, to the place of beginning.

EXHIBIT B

Project Plan

The Developer will complete the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations:

- A. Rehabilitation and renovation of the Developer Property into a mixed-use development including first-floor commercial space and a total of no less than twenty-five (25) apartments on the upper floors.
- B. Construction of no less than sixteen (16) new single-family residences in the vicinity of the Developer Property.

EXHIBIT C

Description of Local Public Improvements

The Commission will complete, or cause to be completed, in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations, certain infrastructure elements or other improvements necessary to support the redevelopment of the Developer Property, which will be identified and specifically determined by the Commission (or the City's Department of Community Investment acting on the Commission's behalf) in coordination with the Developer as soon as reasonably practicable following the Effective Date of this Agreement.

EXHIBIT D

Form of Easement

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the _____ day of _____, 201__ (the “Effective Date”), by and between _____, an Indiana _____ with offices at _____ (the “Grantor”), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the “Grantee”).

WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the “Easement”) on, in, over, under and across the real property described in attached Exhibit 1 (the “Property”) for the construction, equipping, and delivery of certain improvements on the Property (the “Local Public Improvements”), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Development Agreement by and between Grantor and Grantee, dated _____, 2017 (the “Development Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

The Easement granted herein shall pertain to the air, surface, and subsurface rights and interests of Grantor, for the use and benefit of Grantee, and its successors and assigns, to the extent necessary to accomplish and carry out the construction, equipping, and delivery of the Local Improvements on the Property. The Easement hereby granted includes the right and privilege for Grantee at reasonable times to clean and remove from said Easement any debris or obstructions interfering with said Easement.

The Easement granted herein, and its associated benefits and obligations, shall inure to the benefit of Grantee and Grantee’s contractors acting on Grantee’s behalf in connection with the Local Public Improvements.

Notwithstanding anything contained herein to the contrary, unless extended in writing by Grantor, the Easement shall terminate and be of no further force and effect on the date (hereinafter, the “Construction Termination Date”) of the earliest of the following: (a) completion of the Local Public Improvements; (b) expiration or earlier termination of the Development Agreement; or (c) such earlier date as Grantor and Grantee may agree to in writing.

IN WITNESS WHEREOF, Grantor has executed this Grant of Temporary Easement on the date shown in the acknowledgment set forth below to be effective as of the Effective Date.

GRANTOR:

_____, an Indiana _____

Printed: _____

Its: _____

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the _____ of the Grantor in the above Grant of Temporary Easement, and acknowledged the execution of the same as the Grantor's free and voluntary act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 201__.

_____, Notary Public
Residing in _____ County, IN

My Commission Expires: _____

This instrument was prepared by _____.

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

EXHIBIT 1

Description of Property

A part of the North Half of the Northeast Quarter of the Southeast Quarter of Section 3, Township 37 North, Range 2 East, now within and a part of the City of South Bend, which part is bounded by a line running as follows: Beginning at the intersection of the East line of College Street with the Southerly line of Lincolnway West (formerly Michigan Avenue) in the City of South Bend, thence running South 67 1/2 degrees East with the Southerly line of Lincolnway West, a distance of 411 6 feet, more or less to the Northwest corner of a tract of land formerly owned by Herman Huffman, thence South parallel with the East line of said Section 3 to the North line of Rupel Street, thence West with the North line of Rupel Street to the intersection of said North line of Rupel Street with the East line of College Street; thence North with said East line of College Street, to the place of beginning, excepting therefrom the right of way across said tract occupied by the Indiana, Illinois and Iowa Railway Company, a branch of the New York Central Lines, and excepting therefrom the following described tract Beginning at the intersection of the South line of Lincolnway West (formerly Michigan Avenue) with the East line of the right of way of the Indiana, Illinois and Iowa Railway Company, a branch of the New York Central lines, which point is 329 3 feet South 67 1/2 degrees East of the point of intersection of the East line of College Street with the Southerly line of Lincolnway West, thence running South 67 1/2 degrees East with the Southerly line of said Lincolnway West a distance of 81.4 feet, more or less, to the Northwest corner of a tract of land conveyed to Herman Hoffman by Jonathan P Creed and Lucretia M Creed, by deed dated December 2, 1896 and recorded in Deed Record 102, pages 560-1, Recorder's Office of St. Joseph County, Indiana; thence South parallel with the East line of said Section 3, 173 2 feet, more or less to the North line of Rupel Street, thence West along the North line of Rupel Street 215 29 feet, more or less to the East line of said right of way of Indiana Illinois and Iowa Railway Company, thence Northeasterly along the Easterly line of said right of way 247 feet, more or less, to the place of beginning.

EXHIBIT E

Minimum Insurance Amounts

- | | | | |
|----|------------------------------------|----------------------|--|
| A. | Worker's Compensation | | |
| | 1. | State | Statutory |
| | 2. | Applicable Federal | Statutory |
| | 3. | Employer's Liability | \$100,000.00 |
| | | | |
| B. | Comprehensive General Liability | | |
| | 1. | Bodily Injury | |
| | | a. \$5,000,000.00 | Each Occurrence |
| | | b. \$5,000,000.00 | Annual Aggregate Products
and Completed Operation |
| | 2. | Property Damage | |
| | | a. \$5,000,000.00 | Each Occurrence |
| | | b. \$5,000,000.00 | Annual Aggregate |
| | | | |
| C. | Comprehensive Automobile Liability | | |
| | 1. | Bodily Injury | |
| | | a. \$500,000.00 | Each Person |
| | | b. \$500,000.00 | Each Accident |
| | 2. | Property Damage | |
| | | a. \$500,000.00 | Each Occurrence |



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: October 4, 2017
FROM: Chris Dressel, Staff
SUBJECT: Coal Line Trail Budget Request – Earth Exploration Professional Services

PURPOSE OF REQUEST:

Staff is seeking approval of the attached proposal from Earth Exploration, Inc.(approved by the Board of Public Works earlier this year) in the amount of \$17,820 for geotechnical engineering services associated with ongoing design of the Coal Line Trail, a multiuse trail project expected to be completed in 2021. The specific components of the proposal are summarized as follows:

- Performing up to ten exploratory test borings to an average depth of 10 ft and up to five test borings to a depth of 30 ft for the proposed retaining walls.
- Performing appropriate laboratory tests in accordance with INDOT guidelines including visual soil classification, hand penetrometer readings, moisture content, unconfined compressive strength, topsoil testing, and Atterberg limit determinations; and
- Preparing a technical report which will include a summary of our findings and recommendations for geotechnical considerations

Staff requests your approval of this service contract amendment. Please contact me at 235-5847 or cdressel@southbendin.gov if you have any questions.

INTERNAL USE ONLY: Project Code: _____
 Total Amount new/change (inc/dec) in budget: _____; broken down by:
 Acct # _____ Amt: _____; Acct # _____ Amt: _____;
 Acct # _____ Amt: _____; Acct # _____ Amt: _____;
 Going to BPW for Contracting? Y/N Is this item ready to encumber now? _____
 Existing PO# _____ Inc/Dec \$ _____



December 22, 2016

Mr. Kevin Fink
City of South Bend
227 W. Jefferson Blvd.
1316 County-City Building
South Bend, IN 46601



2204 Yankee Street
Niles, MI 49120
269-262-4320 or 574-233-6820
(FAX) 269-262-4479

7770 West New York Street
Indianapolis, IN 46214-2988
317-273-1690 (FAX) 317-273-2250

Re: Proposal for Professional Services
Geotechnical Evaluation
Coal Line Trail Phases I & II
South Bend, St. Joseph Co., Indiana
EEI Proposal No. P1-16-594

Dear Mr. Fink:

As you are aware, Earth Exploration, Inc. (EEI) was selected to perform geotechnical engineering services for the referenced trail project in South Bend. Based on preliminary plans provided by United Consulting (UC) and correspondence during several meetings in the last few months, we understand the trail will be constructed primarily along a former railroad corridor in the northwest part of the city. More specifically, the trail is planned to begin near the intersection of Wilber Street and Lincoln Way, extend north along the east side of Wilber Street to the former railroad, and then northeast along the railroad corridor. North of Vassar Avenue, the trail alignment continues along the railroad corridor which mirrors Diamond Avenue and Angela Boulevard. Rehabilitation of the existing railroad bridge over the St. Joseph River is planned to facilitate continuance of the trail to the east where this phase is planned to terminate at Michigan Street. The total trail length is about 8,100 ft and is planned to be constructed using federal funds.

Based on information shown on the preliminary plans, grade changes along a majority of the trail alignment are anticipated to be nominal with earth cuts and fills generally less than 2 ft. An exception to this is anticipated south of Portage Street, where up to 9 ft of fill is planned. We understand an existing bridge carrying Portage Street over the former railroad is planned to be replaced under a separate contract. However, as part of this project, we understand retaining walls are planned to be constructed in the vicinity of Portage Street in conjunction with the new structure. Details regarding the new walls are somewhat conceptual at this time. However, we understand that mechanically stabilized earth (MSE) fill is being considered and maximum retained heights are anticipated to be on the order of about 16 ft. Drainage along the corridor is anticipated to be conveyed to existing ditches and via new small diameter culverts. Based on the information provided by UC, rehabilitation of the existing bridge over St. Joseph River is not planned to include new foundation elements.

On other local trail projects, we have utilized test pits to evaluate the subgrade conditions and collect samples for testing. However, given the planned earthwork requirements (up to 9 ft of fill) and planned MSE walls, geotechnical soil borings will be required. As such, our scope of services is anticipated to include:

1. Performing up to ten exploratory test borings to an average depth of 10 ft and up to five test borings to a depth of 30 ft for the proposed retaining walls. The actual location, depth, and number of borings will be dependent on the soil conditions encountered and

forthcoming plans. Standard Penetration Test (SPT) sampling will be performed at 2½-ft intervals. We anticipate that the borings will be performed with ATV-mounted equipment and backfilled at completion of the field work with auger cuttings and bentonite chips. EEI will locate the test borings using measurements from existing site features shown on the plans. We will also contact Indiana 811 to arrange an underground utility line location check. Furthermore, we understand a wetland area has been identified between about Station 44+00 to 47+00 (north and south of Portage Street). During the preliminary field check, we plan to evaluate this area with representatives of UC;

2. Performing appropriate laboratory tests in accordance with INDOT guidelines including visual soil classification, hand penetrometer readings, moisture content, unconfined compressive strength, topsoil testing, and Atterberg limit determinations; and
3. Preparing a technical report which will include a summary of our findings and recommendations for geotechnical considerations regarding:
 - a. Subgrade preparation and improvement, as necessary, for support of the trail;
 - b. Re-use of onsite soil for fill;
 - c. Foundation recommendations for the proposed retaining walls; and
 - d. Potential construction problems due to the subsurface conditions encountered (e.g., soft subgrade difficulties, etc.).

SCHEDULE

We are typically able to mobilize to the site within two to three weeks of notice to proceed and coordination of our field activities with underground utility owners and the city. We anticipate that representatives of the city will coordinate with any property owners regarding right of entry to perform our field activities. The field work is anticipated to take two to three days to complete. After the field work is completed, the laboratory testing could take up to two to three weeks to complete. We anticipate submitting a geotechnical report within two weeks after the laboratory work is completed.

COST

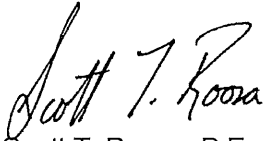
We propose to provide our services on a time and expense basis in accordance with the unit rates provided on the attached cost estimate. With that, we estimate the total cost for completing the geotechnical services to be \$17,820. Please recognize that the fee is based on the scope described herein and our experience on similar projects. Additionally, no fees have been included for tree clearing. If tree clearing is required, and cannot be performed by representatives of the city, we recommend including an additional \$600 for these activities. If any significant variations develop during the course of our evaluation, we will advise you so that our efforts can be effectively directed.

CLOSURE

Thank you for the opportunity. We look forward to providing our services on this project. We anticipate that written notice to proceed will be issued separate from the execution of this contract. Should you have any questions about this information, please feel free to contact us.

Sincerely,

EARTH EXPLORATION, INC.



Scott T. Roosa, P.E.
Senior Geotechnical Engineer



Richard D. Olson, P.E.
President

Enclosure: Cost Estimate

Cost Estimate

Coal Line Trail Phases I & II
South Bend, St. Joseph Co., Indiana

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$260.00	\$260.00
b. CPT	ea	\$440.00	
c. Field and utility coordination	1 LS	\$600.00	\$600.00
d. Field coordination with property owners			
i. 1 - 10	1 LS	\$300.00	\$300.00
ii. 11 - 25	LS	\$500.00	
iii. Over 25	LS	\$690.00	
e. Mileage	40 mi	\$3.40	\$136.00
2. Truck mounted borings with split spoon sampling			
a. Standard	ft	\$18.50	
b. Night time	ft	\$21.80	
3. Truck mounted borings with drilling fluid			
a. Standard	ft	\$18.50	
b. Night time	ft	\$21.80	
4. Truck mounted core drilling			
a. Standard	ft	\$38.00	
b. Night time	ft	\$44.80	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement			
i. Standard	ft	\$36.40	
ii. Night time	ft	\$42.90	
b. Bridge deck coring and restoration			
i. Standard	ea	\$330.00	
ii. Night time	ea	\$390.00	
6. Cone penetrometer testing			
a. Set up			
i. Standard	ea	\$75.00	
ii. Night time	ea	\$88.50	
b. Subsurface profiling			
i. Standard	ft	\$11.90	
ii. Night time	ft	\$14.00	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation			
a. Standard	ea	\$91.00	
b. Night time	ea	\$107.00	
ii. Penetration			
a. Standard	ft	\$14.20	
b. Night time	ft	\$16.75	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
iii. Pore water dissipation test			
a. Standard	hr	\$184.00	
b. Night time	hr	\$217.00	
iv. Hydraulic conductivity and consolidation			
a. Standard	ea	\$70.00	
b. Night time	ea	\$83.00	
d. Profiling with Shearwave Velocity Measurement			
i. Standard	ft	\$15.23	
ii. Night time	ft	\$17.97	
e. Sample			
i. Standard	ea	\$22.00	
ii. Night time	ea	\$26.00	
7. Hand or truck soundings			
a. Standard	ft	\$11.60	
b. Night time	ft	\$13.70	
8. Hand auger drilling			
a. Standard	20 ft	\$12.00	\$240.00
b. Night time	ft	\$14.25	
9. Skid mounted borings with split spoon sampling			
a. Standard	250 ft	\$29.00	\$7,250.00
b. Night time	ft	\$34.20	
10. Skid mounted borings using drilling fluid			
a. Standard	ft	\$29.00	
b. Night time	ft	\$34.20	
11. Skid mounted core drilling			
a. Standard	ft	\$42.00	
b. Night time	ft	\$49.00	
12. Skid mounted boring through bedrock or boulders			
a. Standard	ft	\$44.00	
b. Night time	ft	\$52.00	
13. Skid mounted soundings			
a. Standard	10 ft	\$16.40	\$164.00
b. Night time	ft	\$19.30	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up			
i. Standard	ea	\$110.00	
ii. Night time	ea	\$130.00	
b. Subsurface profiling			
i. Standard	ft	\$17.30	
ii. Night time	ft	\$20.50	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
c. Profiling with pore pressure measurement			
i. Piezometric Saturation			
a. Standard	ea	\$108.00	
b. Night time	ea	\$127.50	
ii. Penetration			
a. Standard	ft	\$20.00	
b. Night time	ft	\$23.60	
iii. Pore Water Dissipation Test			
a. Standard	hr	\$216.00	
b. Night time	hr	\$256.00	
iv. Hydraulic Conductivity and Consolidation			
a. Standard	ea	\$83.00	
b. Night time	ea	\$98.00	
d. Profiling with Shearwave Velocity Measurement			
i. Standard	ft	\$23.50	
ii. Night time	ft	\$27.80	
e. Sample			
i. Standard	ea	\$31.00	
ii. Night time	ea	\$37.00	
15. Furnishing of a boat		Actual Cost	
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$5,600.00	
ii. Rental of support equipment and/or boat		Actual Cost	
iii. Drill rig down time	hr	\$140.00	
b. Non-navigable water barge set-up	ea	\$4,800.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,000.00	
b. Non-navigable water	ea	\$1,800.00	
18. Barge mounted borings with split spoon sampling	ft	\$32.00	
19. Barge mounted core drilling	ft	\$44.00	
20. Barge mounted boring through bedrock or boulders	ft	\$44.00	
21. Barge mounted soundings	ft	\$19.00	
22. Casing through water	ft	\$8.15	
23. Uncased sounding through water	ft	\$5.40	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	ea	\$68.00	
b. Rock core borings	ea	\$116.00	
25. Additional 2-in. split spoon sampling	10 ea	\$20.00	\$200.00
26. 3-in. split spoon samples	ea	\$22.00	
27. 3-in. Shelby tube samples	2 ea	\$60.00	\$120.00
28. Bag samples			
a. 25-lb sample	ea	\$50.00	
b 5-lb sample	ea	\$32.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
29. Field vane shear test			
a. Standard	ea	\$110.00	
b. Night time	ea	\$130.00	
30. 4½-in. cased hole	ft	\$12.00	
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation			
i. Standard	ft	\$14.07	
ii. Night time	ft	\$16.60	
b. Piezometer installation up to 25 ft below surface	ea	\$245.00	
c. Piezometer installation deeper than 25 ft below surface	ea	\$270.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$120.00	
32. Geotechnical engineer	16 hr	\$115.00	\$1,840.00
33. Railroad expenses		Actual Cost	
34. Twenty-four hour water levels			
a. Field measurements per borehole			
i. Standard	6 ea	\$36.50	\$219.00
ii. Night time	ea	\$43.00	
b. PVC slotted pipe	ft	\$5.60	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT			
a. Standard	15 ea	\$105.00	\$1,575.00
b. Night time	ea	\$124.00	
ii. CPT			
a. Standard	ea	\$45.00	
b. Night time	ea	\$53.00	
b. More than 30 ft			
i. SPT			
a. Standard	ft	\$6.30	
b. Night time	ft	\$7.50	
ii. CPT			
a. Standard	ea	\$1.88	
b. Night time	ea	\$2.21	
c. Pavement restoration			
i. Standard	ea	\$58.00	
ii. Night time	ea	\$68.00	
36. Dozer rental		Actual Cost	
37. Traffic control			
a. Flag crew	day	\$700.00	
b. Equipment Rental		Actual Cost	
c. Flag crew with equipment	day	\$800.00	
38. Centerline surveying		Actual Cost	
Subtotal (Geotechnical Field)			\$12,904.00

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL LABORATORY</u>			
39. Sieve analysis for soils	4 ea	\$48.00	\$192.00
40. Hydrometer analysis	4 ea	\$55.00	\$220.00
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$75.00	
b. Analysis by Using (AASHTO T-27)	ea	\$131.00	
42. Liquid limit	4 ea	\$33.00	\$132.00
43. Plastic limit & plasticity index	4 ea	\$24.00	\$96.00
44. Liquid Limit Ratio	ea	\$74.00	
45. pH test	4 ea	\$15.00	\$60.00
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	ea	\$23.00	
b. Loss on Ignition Test (Sequential)	ea	\$51.00	
c. Organic content based on Clorimeter	ea	\$23.00	
47. Topsoil Tests			
a. Phosphorus tests	2 ea	\$20.00	\$40.00
b. Potassium tests	2 ea	\$20.00	\$40.00
48. Moisture Content Tests			
a. Moisture Content Test (Conventional)	ea	\$6.50	
b. Moisture Content Test (Microwave)	ea	\$8.00	
49. Expansion Index of Soils	ea	\$230.00	
50. Specific Gravity Test	ea	\$35.00	
51. Unit weight determination	ea	\$17.00	
52. Hydraulic Conductivity Test			
a. Constant Head	ea	\$225.00	
b. Falling Head	ea	\$275.00	
53. a. Unconfined Compression Test	4 ea	\$44.00	\$176.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$110.00	
c. Point Load Strength Index of Rock	ea	\$42.00	
54. Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$105.00	
b. Elastic Moduli of Intact Rock	ea	\$420.00	
55. Consolidation Test	ea	\$430.00	
56. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$336.00	
b. Consolidated - Undrained (CU)	ea	\$500.00	
c. Consolidated - Drained (CD)	ea	\$700.00	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$242.00	
57. Direct Shear Test	ea	\$520.00	
58. Moisture-Density Relationship Test			
a. Standard Proctor	ea	\$135.00	

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	b. Modified Proctor	ea	\$147.00	
59	Soil Support Testing			
	a. California Bearing Ratio Test	ea	\$515.00	
	b. Subgrade Resilient Modulus	ea	\$600.00	
60	Collapse Potential Evaluation Test			
	a. Silty Soil (Loess)	ea	\$370.00	
	b. Cohesive or Expansive Soils	ea	\$441.00	
61	Water Soluble Sulfate Test	ea	\$100.00	
62	Water Soluble Chloride Test	2 ea	\$100.00	\$200.00
63	Soil Resistivity Test	ea	\$131.00	
64	a. Slake Durability Index Test	ea	\$122.00	
	b. Jar Slake Test	ea	\$13.00	
Subtotal (Geotechnical Laboratory)				\$1,156.00
<u>GEOTECHNICAL ENGINEERING</u>				
65	Geotechnical profile and related work			
	a. Without soil subgrade drawings			
	First mile	LS	\$1,150.00	
	Each additional mile	mi	\$525.00	
	b. With soil subgrade drawings			
	First mile	LS	\$1,365.00	
	Each additional mile	mi	\$600.00	
	c. Soil subgrade drawings (only)			
	First mile	LS	\$350.00	
	Each additional mile	mi	\$220.00	
66	Geotechnical report			
	a. Without soil subgrade investigation			
	First mile	1 LS	\$1,660.00	\$1,660.00
	Each additional mile	0.53 mi	\$700.00	\$373.86
	b. With soil subgrade investigation			
	First mile	LS	\$1,900.00	
	Each additional mile	mi	\$800.00	
	c. Soil subgrade investigation (only)			
	First mile	LS	\$600.00	
	Each additional mile	mi	\$360.00	
67	Settlement analysis and recommendations for embankment			
	a. Proposed embankment	ea	\$495.00	
	b. Proposed and existing embankment	ea	\$550.00	
68	Ground modification design	ea	\$1,450.00	
69	Slope stability analysis			
	a. C, ϕ or C & ϕ analysis	ea	\$770.00	
	b. Corrective measures	ea	\$770.00	
	c. Stage construction corrective method	ea	\$1,340.00	
70	Bridge foundation analysis and recommendations			
	a. Shallow foundation	ea	\$475.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
b. Deep foundation			
i. Deep foundation analyses	ea	\$840.00	
ii. Wave equation analyses	ea	\$325.00	
iii. Liquefaction analysis	ea	\$260.00	
iv. Group - 3D analysis	ea	\$420.00	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$380.00	
ii. Embankment plus pier	ea	\$420.00	
iii. Embankment plus pier plus all other loads	ea	\$485.00	
d. Foundation on bedrock	ea	\$370.00	
71 Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	2 ea	\$860.00	\$1,720.00
ii. Deep foundation	ea	\$1,130.00	
iii. Settlement analysis for retaining wall foundation	ea	\$370.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$1,000.00	
ii. Retaining structure with tie-back system	ea	\$1,450.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$1,025.00	
ii. Retaining structure with tie-back system	ea	\$1,470.00	
d. Soil nailing wall analysis	ea	\$990.00	
72 Seepage analysis	ea	\$1,400.00	
73 Deep dynamic compaction analysis	ea	\$1,400.00	
	Subtotal (Geotechnical Engineering)		\$3,753.86

CONSTRUCTION INSPECTION AND MONITORING

74	Pressuremeter testing services	day	\$1,600.00	
75	Mobilization of testing equipment	LS	\$160.00	
76	a. Monitoring geotechnical instrumentation	hr	\$75.00	
	b. Field Inspector	hr	\$75.00	
77	Integrity testing			Actual Cost
78	Field Compaction Testing			
	a. Dynamic Cone Penetration Test (DCPT)	hr	\$75.00	
	b. Light Weight Deflectometer Test (LWD)	hr	\$75.00	
79	Dynamic pile analysis	ea	\$1,025.00	
80	Static load test	ea	\$1,025.00	
81	Dynamic pile load test			Actual Cost
82	CAPWAP-C analysis	ea	\$480.00	
83	Final construction inspection report	ea	\$925.00	
	Subtotal (Construction Inspection and Monitoring)			

FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS

84	a. Surface test/Pier or foundation			Actual Cost
	b. Borehole test/Pier or foundation			Actual Cost

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOPHYSICAL INVESTIGATION</u>			
85	Geophysical Investigations		Actual Cost

GEOTECHNICAL PROJECT MANAGEMENT

86	Project Management		
	a. Project Coordination	mi	\$1,620.00
	b. Project Website	LS	\$3,420.00
87	Geotechnical Review		
	a. Structure Report	ea	\$325.00
	b. Roadway Report	mi	\$275.00

Subtotal (Non-Destructive, Geophysical and Project Management)

PAVEMENT INVESTIGATION

1.	Mobilization of coring equipment	LS	\$200.00
2.	Mobilization mileage for coring equipment	mi	\$1.85
3.	Pavement core (partial depth)	ea	\$125.00
4.	Pavement core (full depth)		
	a. Standard	ea	\$190.00
	b. Night time	ea	\$223.00
5.	Sub-base sample	ea	\$60.00
6.	Cement concrete pavement core density determination	ea	\$33.00
7.	Cement concrete core compressive strength test	ea	\$31.50
8.	Bituminous extraction test	ea	\$84.00
9.	Sieve analysis of extracted aggregate test	ea	\$56.00
10.	Recovery of asphalt from solution by Abson method	ea	\$350.00
11.	Theoretical maximum specific gravity test	ea	\$70.00
12.	Bulk specific gravity test	ea	\$30.00
13.	Air voids calculation	ea	\$28.00
14.	Core report for partial depth core	ea	\$34.00
15.	Core report for full depth core	ea	\$42.00
16.	Pavement analysis and report	ea	\$770.00

Subtotal (Pavement Investigation)

Summary of Fees

Geotechnical Field	\$12,904.00
Geotechnical Laboratory	\$1,156.00
Geotechnical Engineering	\$3,753.86

Construction Inspection and Monitoring

Non-Destructive, Geophysical and Project Management

Pavement Investigation

Estimated Total \$17,813.86

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Plans prepared by the project design consultant.
2. Standard Specifications and standard drawings applicable to the project
3. Plans of existing bridge within the project limits
4. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
5. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
6. Aerial Survey information

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this “Agreement”) is made on October 12, 2017 (the “Contract Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Seller”) and Jones Petrie Rafinski Corp., an Indiana corporation with its registered office at 200 Nibco Parkway, Suite 200, Elkhart, Indiana 46516 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Seller exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, being Ind. Code 36-7-14 (the “Act”).

B. In furtherance of its purposes under the Act, Seller owns certain real property located in South Bend, Indiana (the “City”), and more particularly described in attached **Exhibit A** (the “Property”).

C. Pursuant to the Act, Seller adopted its Resolution No. 3332 on March 24, 2016, whereby Seller established an offering price of Thirty-Eight Thousand Five Hundred Dollars (\$38,500.00) for the Property.

D. Pursuant to the Act, on March 24, 2016, Seller authorized the publication, on April 1, and April 8, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before April 28, 2016.

E. As of April 28, 2016, Seller received no bids for the Property, and, therefore, having satisfied the conditions stated in Section 22 of the Act, Seller now desires to sell the Property to Buyer on the terms stated in this Agreement.

THEREFORE, in consideration of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. OFFER AND ACCEPTANCE

A copy of this Agreement, signed by Buyer, constitutes Buyer’s offer to purchase the Property on the terms stated in this Agreement and shall be delivered to Seller, in care of the following representative (“Seller’s Representative”):

James Mueller, Executive Director
Department of Community Investment
City of South Bend
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

This offer shall expire thirty (30) days after delivery unless accepted by Seller. To accept Buyer's offer, Seller shall return a copy of this Agreement, counter-signed by Seller in accordance with applicable laws, to the following ("Buyer's Representative"):

David Rafinski, Vice President
Jones Petrie Rafinski Corp.
200 Nibco Parkway, Suite 200
Elkhart, Indiana 46516

2. PURCHASE PRICE

The purchase price for the Property shall be One Dollar (\$1.00) (the "Purchase Price"), payable by Buyer to Seller in cash at the closing described in Section 10 below (the "Closing," the date of which is the "Closing Date").

3. BUYER'S DUE DILIGENCE

A. Investigation. Seller acknowledges that Buyer's purchase of the Property requires investigation into various matters (Buyer's "Due Diligence"). Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Due Diligence Period. Buyer shall have a period of thirty (30) days following the Contract Date to complete its examination of the Property in accordance with this Section 3 (the "Due Diligence Period").

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer, upon Buyer providing Seller with evidence that Buyer has general liability insurance reasonably acceptable to Seller, in the amount of at least One Million Dollars (\$1,000,000), naming Seller as an additional insured and covering the activities, acts, and omissions of Buyer and its representatives at the Property, to

(i) enter upon the Property or to cause agents to enter upon the Property for purposes of examination; provided, that Buyer may not take any action upon the Property which reduces the value thereof and Buyer may not conduct any invasive testing at the Property without Seller's express prior written consent; further provided, that if the transaction contemplated herein is not consummated, Buyer shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify and hold Seller harmless, before and after the Closing Date whether or not a closing occurs and regardless of any cancellations or termination of this Agreement, from any liability to any third party, loss or expense incurred by Seller, including without limitation, reasonable attorney fees and costs arising from acts or omissions of Buyer or Buyer's agents or representatives;

(ii) file any application with any federal, state, county, municipal or regional agency relating to the Property for the purpose of obtaining any approval necessary for Buyer's anticipated use of the Property. If Seller's written consent to or signature upon any such application is required by any such agency for consideration or acceptance of any such application, Buyer may request from Seller such consent or signature, which Seller shall not unreasonably withhold. Notwithstanding the foregoing, any zoning commitments or other commitments that would further restrict the future use or development of the Property, beyond the restrictions in place as a result of the current zoning of the Property, shall be subject to Seller's prior review and written approval; and

(iii) enter upon the Property to reseal or otherwise improve the surface parking lot existing on the Property as of the Contract Date, provided, however, that in the event the transaction contemplated in this Agreement is not consummated, for any reason or no reason, Buyer will not be entitled to any reimbursement, payment, or other compensation for the value of its improvements to the surface parking lot on the Property made on or after the Contract Date, which improvements will become exclusively the property of Seller.

D. Termination of Agreement. If at any time within the Due Diligence Period Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Seller's Representative.

4. SELLER'S DOCUMENTS; ENVIRONMENTAL SITE ASSESSMENT

Upon Buyer's request, Seller will provide Buyer a copy of all known environmental inspection, engineering, title, and survey reports and documents in Seller's possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Seller's Representative with or without a written request by Seller. In addition to reviewing any environmental reports provided by Seller, Buyer may, at Buyer's sole expense, obtain a Phase I environmental site assessment of the Property pursuant to and limited by the authorizations stated in Section 3 above.

5. PRESERVATION OF TITLE

After the Contract Date, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer intends to obtain, at Buyer's sole expense, and to rely upon a commitment for title insurance on the Property (the "Title Commitment") and a survey of the Property (the "Survey") identifying all Encumbrances as of the Contract Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 7 below).

6. TITLE COMMITMENT AND POLICY REQUIREMENTS

Buyer shall obtain the Title Commitment for an owner's policy of title insurance issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company") within twenty (20) days of the Contract Date. The Title Commitment shall (i) agree to insure good,

marketable, and infeasible fee simple title to the Property (including public road access) in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed (the "Deed") from the Seller to the Buyer, and (ii) provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject to the Permitted Encumbrances. Regardless of whether this transaction closes, Buyer shall be responsible for all of the Title Company's title search charges and all costs of the Title Commitment and owner's policy.

7. REVIEW OF TITLE COMMITMENT AND SURVEY

Within ten (10) days after Buyer's receipt of the Title Commitment, Buyer shall give Seller written notice of any objections to the Title Commitment or Survey. Any exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a "Permitted Encumbrance." If the Seller is unable or unwilling to correct the Buyer's title and survey objections within the Due Diligence Period, Buyer may terminate this Agreement by written notice to Seller prior to expiration of the Due Diligence Period. If Buyer fails to so terminate this Agreement, then such objections shall constitute "Permitted Encumbrances" as of the expiration of the Due Diligence Period, and Buyer shall acquire the Property without any effect being given to such title and survey objections.

8. DISPUTE RESOLUTION

A. Forum. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution.

B. Waiver of Jury Trial. Both Parties hereby waive any right to trial by jury with respect to any action or proceeding relating to this Agreement.

9. NOTICES

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to Seller in care of Seller's Representative (with a copy to South Bend Legal Department, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601, Attn: Corporation Counsel), or to Buyer in care of Buyer's Representative at their respective addresses stated in Section 1 above. Either Party may, by written notice, modify its address or representative for future notices.

10. CLOSING; POST-CLOSING PARKING LICENSE

A. Timing of Closing. Unless this Agreement is earlier terminated, the Closing shall be held at the office of the Title Company, and the Closing Date shall be a mutually agreeable date not later than thirty (30) days after the end of the Due Diligence Period.

B. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of the Deed, in the form attached hereto as **Exhibit B**, conveying the Property to Buyer, free and clear of all liens, encumbrances, title defects, and exceptions other than Permitted Encumbrances, and the Title Company's delivery of the marked-up copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 6 above.

(ii) Following Closing, Buyer will promptly cause the Deed to be recorded in the Office of the Recorder of St. Joseph County.

(iii) Possession of the Property shall be delivered to the Buyer on the Closing Date in the same condition as it existed on the Contract Date, ordinary wear and tear and casualty excepted.

C. Closing Condition. Seller shall have no obligation to proceed to Closing or convey the Property to Buyer under this Agreement unless, on or before the Closing Date, Buyer has conveyed to the City of South Bend, acting by and through its Board of Public Works (the "Board"), fee simple ownership of the Buyer's Parcel on terms satisfactory to Seller's Representative, as determined in his sole and absolute discretion. For purposes of this Section 10.C., "Buyer's Parcel" means the parcel of real property situated in the City and bearing Parcel Key Number 018-3008-0256, which parcel the Parties anticipate will be more particularly described in an appropriate written agreement between Buyer and the Board approved in accordance with applicable laws.

D. Closing Costs. Buyer shall pay all of the Title Company's closing and/or document preparation fees and all recordation costs associated with the transaction contemplated in this Agreement.

E. Post-Closing Parking Easement. As set forth in the Deed, Seller reserves for itself, and for the City of South Bend, an exclusive and perpetual easement for vehicular ingress to and egress from the Property and vehicular parking, by Seller, the City, and their respective employees and agents, upon the northern forty-five (45) feet of the Property (the "Parking Easement"). Buyer, or Buyer's successors or assigns, may terminate the Parking Easement only in accordance with the terms and limitations of the Deed.

11. ACCEPTANCE OF PROPERTY AS-IS

Buyer agrees to purchase the Property "as-is, where-is" and without any representations or warranties by Seller as to the condition of the Property or its fitness for any particular use or purpose. Seller offers no such representation or warranty as to condition or fitness, and nothing in this Agreement will be construed to constitute such a representation or warranty as to condition or fitness.

12. TAXES

Buyer, and Buyer's successors and assigns, shall be liable for any and all real property taxes assessed and levied against the Property with respect to the year in which the Closing takes place

and for all subsequent years. Seller shall have no liability for any real property taxes associated with the Property, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes resulting in Seller's liability therefor.

13. REMEDIES

Upon any default in or breach of this Agreement by either Party, the defaulting Party will proceed immediately to cure or remedy such default within thirty (30) days after receipt of written notice of such default or breach from the non-defaulting Party, or, if the nature of the default or breach is such that it cannot be cured within thirty (30) days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure within a reasonable time. In the event of a default or breach that remains uncured for longer than the period stated in the foregoing sentence, the non-defaulting Party may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. All the Parties' respective rights and remedies concerning this Agreement and the Property are cumulative.

14. COMMISSIONS

The Parties mutually acknowledge and warrant to one another that neither Buyer nor Seller is represented by any broker in connection with the transaction contemplated in this Agreement. Buyer and Seller agree to indemnify and hold harmless one another from any claim for commissions in connection with the transaction contemplated in this Agreement.

15. INTERPRETATION; APPLICABLE LAW

Both Parties having participated fully and equally in the negotiation and preparation of this Agreement, this Agreement shall not be more strictly construed, nor shall any ambiguities in this Agreement be presumptively resolved, against either Party. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

16. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between Seller and Buyer and supersedes all prior discussions, understandings, or agreements, whether written or oral, between Seller and Buyer concerning the transaction contemplated in this Agreement.

17. ASSIGNMENT

Buyer and Seller agree that this Agreement or any of Buyer's rights hereunder may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller. In the event Buyer wishes to obtain Seller's consent regarding a proposed assignment of this Agreement, Seller may request and Buyer shall provide any and all information reasonably demanded by Seller in connection with the proposed assignment and/or the proposed assignee.

18. BINDING EFFECT; COUNTERPARTS; SIGNATURES

All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed and delivered by Buyer and Seller. This Agreement may be separately executed in counterparts by Buyer and Seller, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

19. AUTHORITY TO EXECUTE; EXISTENCE

The undersigned persons executing and delivering this Agreement on behalf of the respective Parties represent and certify that they are the duly authorized representatives of each and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done. Further, the undersigned representative of Buyer represents and warrants that Buyer is duly organized, validly existing, and in good standing under the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties hereby execute this Real Estate Purchase Agreement to be effective as of the Contract Date stated above.

BUYER:

Jones Petrie Rafinski Corp.,
an Indiana corporation

David Rafinski, Vice President
Dated:

SELLER:

City of South Bend, Department of Redevelopment,
by and through its governing body, the South Bend
Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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EXHIBIT A

Description of Property

North half (1/2) of Lot Numbered Four Hundred Five (405), Lot Numbered Four Hundred Four (404), and a strip of land six (6) feet in width, North and South, taken off of and from the entire length of the South side of Lot Numbered Four Hundred Three (403), all as shown on the recorded Original Plat of the Town, now City, of South Bend.

Commonly known as 302-313 S. Lafayette Blvd., South Bend, Indiana
[Parcel Key Numbers 018-3009-0305 and 018-3009-0306]

EXHIBIT B

Form of Special Warranty Deed

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantor") CONVEYS AND SPECIALLY WARRANTS to Jones Petrie Rafinski Corp., an Indiana corporation with its registered office at 200 Nibco Parkway, Suite 200, Elkhart, Indiana 46516 (the "Grantee"),

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the "Property"):

North half (1/2) of Lot Numbered Four Hundred Five (405), Lot Numbered Four Hundred Four (404), and a strip of land six (6) feet in width, North and South, taken off of and from the entire length of the South side of Lot Numbered Four Hundred Three (403), all as shown on the recorded Original Plat of the Town, now City, of South Bend.

Commonly known as 302-313 S. Lafayette Blvd., South Bend, Indiana
[Parcel Key Numbers 018-3009-0305 and 018-3009-0306]

The Grantor warrants title to the Property only insofar as it might be affected by any act of the Grantor during its ownership thereof and not otherwise.

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Commission's development area plan dated May 10, 1985, and recorded as Document No. 8509691 in the Office of the Recorder of St. Joseph County, Indiana, as thereafter amended from time to time, and any design review guidelines associated therewith.

In addition to the foregoing, Grantor conveys the Property to Grantee subject to the following easement reservation: Grantor reserves for itself, and for the City of South Bend, an exclusive and perpetual easement for vehicular ingress to and egress from the Property and vehicular parking, by Grantor, the City of South Bend, and their respective employees and agents, upon the northern forty-five (45) feet of the Property (the "Easement Area"). Grantee may terminate said easement by giving Grantor at least ninety (90) days' written notice of its intent to terminate said easement in order to accommodate construction or development upon the Easement Area, provided, however, that such termination will be effective only in the event Grantor approves, in its sole but reasonable discretion, the plan for construction or development proposed for the Easement Area and its surroundings. In the event such plan includes a

mixed-use project with active ground floor use(s) along and closely abutting Lafayette Boulevard for the entire length of the Property running from north to south along Lafayette Boulevard, Grantor's approval will not be unreasonably denied, conditioned, or delayed. Grantor and Grantee agree to execute and record in the Office of the Recorder of St. Joseph County an appropriate instrument releasing said easement upon termination.

The Grantor conveys the Property to the Grantee subject to the limitation that the Grantee, and its successors and assigns, shall not discriminate against any person on the basis of race, creed, color, sex, age, or national origin in the sale, lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property.

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that s/he is a duly authorized representative of the Grantor and has been fully empowered, by proper action of the governing body of the Grantor, to execute and deliver this deed, that the Grantor has full corporate capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Marcia I. Jones and Donald E. Inks, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Special Warranty Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 201__.

My Commission Expires:

Notary Public
Residing in St. Joseph County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Benjamin J. Dougherty.

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.