



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, February 8, 2018 9:30 a.m.

1. Roll Call

2. Approval of Minutes

A. Minutes of the Regular Meeting of Thursday, January 25, 2018

3. Approval of Claims

A. Claims Submitted February 8, 2018

4. Old Business

5. New Business

A. River West Development Area

1. Reimbursement Agreement (SJC Public Library)
2. Agreement for Professional Services (Torti Gallas and Partners)
3. Agreement for Professional Services (Opticos)
4. Certificate of Completion (JPR reuse of Schilling's Building)
5. First Amendment to Development Agreement (Hibberd Development, LLC)
6. Resolution No. 3425: Lease Termination and Bill of Sale
7. Resolution No. 3426: Accepting Transfer of Property from Board of Public Works:
322 S. Lafayette
8. Resolution No. 3427: Accepting Transfer of Property from Board of Public Works:
PNA

B. Ratification

1. License Agreement for temporary use (Science Alive parking)

6. Progress Reports

- A. Tax Abatement
- B. Common Council
- C. Other

7. Next Commission Meeting:

Thursday, February 22, 2018, 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**

January 25, 2018
9:30 a.m.
Presiding: Marcia Jones, President

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:33 a.m.

1. ROLL CALL

Members Present: Marcia Jones, President
Dave Varner, Vice-President
Don Inks, Secretary
Gavin Ferlic, Commissioner
Kintae Lark, Commissioner

Members Absent:

Legal Counsel: Benjamin Dougherty, Esq.

Redevelopment Staff: David Relos, RDC Staff
Mary Brazinsky, Board Secretary

Others Present: Tim Corcoran DCI
Elizabeth Leonard Inks DCI
Austin Gammage DCI
Jitin Kain Engineering
Kara Boyles Engineering
Kyle Silveus Engineering
Caleb Bauer South Bend Tribune
Mark Seaman Prism/South Bend

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, January 11, 2018

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, January 11, 2018.

3. Approval of Claims

A. Claims Submitted January 25, 2018

	Claims submitted	Explanation of Project
<u>REDEVELOPMENT COMMISSION</u>		
Redevelopment Commission Claims January 25, 2018 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
CBS Service Inc.	118,783.25	Berlin Place No. 2 Electrical, Mechanical & Plumbing - Division A
Gibson-Lewis, LLC	185,481.97	Fire Station #4
Walsh & Kelly Inc.	6,454.30	Monroe St. Parking Lot
Hull & Associates Inc.	6,837.70	GW & Vapor Intrusion Evaluation
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
J.W. Wertz & Sons, Inc.	43,318.75	Newman Center Window and Door Repairs
Smithgroup JJR	3,598.69	SB Riverfront Pks and Trails Master Plan
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Walsh & Kelly Inc.	6,696.10	Bowen St Drainage Improvements
Total	371,170.76	

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the claims submitted on Thursday, January 25, 2018.

4. Old Business

5. New Business

A. River West Development Area

1. Second Amendment to Real Estate Purchase Agreement (Michigan Street Shops LLC)

Mr. Relos presented the Second Amendment to Real Estate Purchase Agreement with Michigan Street Shops LLC (Buyer). The Second Amendment extends the due diligence period an additional 90 days, revises the deed to reflect the Buyer as Assignee. This Amendment also authorizes staff and legal to finalize the form of Estoppels to be provided the Buyer at closing.

Mr. Dougherty added that the Estoppel within the Agreement is still being worked on and will be removed from the Agreement to be signed today. He asked for Commission approval granting authorization and to strike the current Estoppel Certificate. It will be in similar form; only the tenant information portion is expected to differ. There will be no additional cost to the Commission. Commission approval is requested.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Second Amendment to Real Estate Purchase Agreement (Michigan Street Shops LLC) submitted on January 25, 2018.

2. Budget Request (Lincolnway East Corridor Project)

Ms. Boyles presented the Budget Request for the Lincolnway East Corridor Project. This request is for a road diet that will narrow the travel lanes to allow sidewalks on the north side of Lincolnway, from Sample to Twyckenham. This project will be in conjunction with INDOT's State Road 933 paving project. Because property owners on the south side of Lincolnway also own on the north side, it is expected that some parcels will need to be acquired. The bridge over Bowman Creek will be studied as well.

This request, in the amount of \$700,000, will fund survey, right of way research, design work, and coordination with INDOT. Commission approval is requested.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Budget Request (Lincolnway East Corridor Project) submitted on January 25, 2018.

3. Budget Request (Loading Study)

Mr. Corcoran presented this budget request, which will allow a loading study, or pre-concept plan, for the block bounded by Jefferson, Lafayette, Main, and Wayne. In light of the possible Main & Jefferson project, this study will help staff understand how buildings and parking may work within this block. This study will be a high level conceptual planning tool to investigate how the block and street could look if fully built out. It will include buildings, parking, and businesses partnering together, and will help us look at the capacity for the block. We would like businesses and landowners to engage and work together to ensure the project coming this spring will not preclude others. A budget of \$15,000 is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Budget Request (Loading Study) submitted on January 25, 2018.

B. South Side Development Area

1. Budget Request (St. Joseph Streetscape (Menards))

Ms. Boyles presented the Budget Request for the St. Joseph Streetscape Project. This project will initiate the engineering design work for the construction of streetscape improvements on St. Joseph St., south of Ireland, to enhance the entrance for the new Menards store, Holiday Inn, and an expected restaurant and possible second hotel on the old K-Mart site. Included in the project will be a road diet, new sidewalks, curbs, lighting, and drainage. A budget of \$400,000 is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Budget Request (St. Joseph Streetscape (Menards)) submitted on January 25, 2018.

6. Progress Reports

- A. Tax Abatement
- B. Common Council
- C. Other

7. Next Commission Meeting:

Thursday, February 8, 2018, 9:30 a.m.

8. Adjournment

Thursday, January 25, 2018, 9:49 a.m.

David Relos, Economic Resources

Marcia I. Jones, President

ITEM: 3A

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims February 8, 2018 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
Tri-County News	55.86	Ads for Bids
DLZ	10,035.00	Sample-Sheridan Signs / Tucker Dr.
Abonmarche	5,900.00	Lincoln Way W and Charles Martin Sr. Intersection
AEP	1,795.46	Portage Bridge Replacement Beautify and Outfit the Bridge Deck with Decorative Rail & Lighting
Jones Petrie Rafinski	7,723.75	Downtown East-West Streetscapes / Courtyard by Marriott
IDEM	450.00	Professional Services
CBS Service, LLC	103,914.33	Berlin Place No. 2 Electrical Mechanical & Plumbing - Division A
<u>422 FUND WEST WASHINGTON DEVELOPMENT TIF</u>		
DLZ	50,887.00	Colfax Ave Two-Way
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
HRP	59,099.70	Newman Center Site Development Division B & C
Lawson-Fishers Associates P.C.	2,531.84	IN-Corby St Storm Sewer System
Abonmarche	8,072.16	Perley Primary Center Safe Routes to School Construction Inspection Srvc
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
McCormick Engineering	607.50	Bowen St. Improvements
Donohue	2,430.00	South Welifield, WTP & Pressure Zone Improvements
<u>436 FUND TIF NORTHEAST RESIDENTIAL</u>		
Usbank	1,234,500.00	Authority Lease Rental Revenue Refunding Bonds of 2015 Eddy St. Common
Usbank	628,472.18	Economic Development Revenue Bonds, Series 2017 (Eddy's St. Ph. II)
Total	2,116,474.78	



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: 2 / 08 / 2018
 FROM: Tim Corcoran, Director of Planning
 SUBJECT: Library Block Master Plan

PURPOSE OF REQUEST:
 Specifics:

The Department of Community Investment is requesting a sum of \$25,000 from the Riverwest TIF to engage a consultant in partnership with the St. Joseph County Library and the Community Foundation of St. Joseph County to develop a master plan for the Library block.

The master plan will illustrate how and where the library will expand in the future while developing a vision for the remainder of the block. Through a joint selection committee that included the Library, Community Foundation and City representatives the highly distinguished New York firm, RAMSA (Robert A.M. Stern & Associates) was chosen from a pool of four top tier urban design and architecture firms.

INTERNAL USE ONLY: Project Code: _____
 Total Amount new/change (inc/dec) in budget: \$25,000 _____; 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 \$ _____

DESIGN CONSULTING REIMBURSEMENT AGREEMENT

This Design Consulting Reimbursement Agreement (this “Agreement”) is made on February 8, 2018 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, with offices at 1400 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601 (the “Commission”), and the St. Joseph County Public Library, an Indiana municipal corporation, with offices at 304 S. Main Street, South Bend, Indiana 46601 (the “Library”) (each a “Party,” and collectively, the “Parties”).

RECITALS

A. The Library owns certain real property and improvements located within the River West Development Area (the “Area”) of the City of South Bend, Indiana (the “City”), commonly known as 304 S. Main Street (the “Property”).

B. The Library has undertaken or will undertake to procure certain design consulting services from Robert A.M. Stern Architects, LLP (the “Architect”), including the Architect’s preparation of conceptual plans for the further development of the Property and its surrounding vicinity, which includes certain parcels of real property owned by the Commission and commonly known as 307-327 S. Michigan Street (collectively, the “Work Product”).

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

D. Pursuant to Sections 12.2(a)(13) and 39(b)(3)(J) of the Act, the Commission is empowered to expend tax increment finance revenues to the pay the costs of architectural services in connection with local public improvements supporting the redevelopment of the Area.

E. In furtherance of its purposes under the Act, the Commission desires to reimburse the Library for a portion of the Architect’s fees for delivering the Work Product, subject to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Library’s Retention of Architect. The Library will retain Robert A.M. Stern Architects, LLP, and no other firm, to prepare conceptual plans for the further development of the Property and its surrounding vicinity. This Agreement will terminate without further notice if the Library fails to enter into a written agreement with Robert A.M. Stern Architects, LLP, for such services (the “Consulting Agreement”) within thirty (30) days after the Effective Date of this Agreement.

2. Participation. The City Planner for the City (the “City Planner”) will have the right to participate in all meetings, telephone conferences, written communications, design charrettes, and other interactions between the Library and the Architect in connection with the Architect’s

engagement as the Library's design consultant. The Library will notify the City Planner (or his designee) in advance of all such opportunities to participate in the Architect's planning and design activities.

3. Payment; Limitation. In support of the Library's engagement with the Architect, the Commission agrees to pay the Library a total sum not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (the "City Portion") as partial reimbursement of the Library's costs under the Consulting Agreement. To request such reimbursement, the Library will submit to the City a written invoice including satisfactory documentary evidence that the Library previously paid the Architect the amount requested for reimbursement by the City, provided, however, that the City will not be required to make any payment to the Library under this Agreement if the City Planner is not satisfied with the Architect's Work Product.

4. Ownership and Use of Work Product. Subject to the terms of the Consulting Agreement between the Library and the Architect, the City acknowledges that the Library will have a non-exclusive license to use the Work Product delivered by the Architect to the Library. The Library agrees that the City will have the right to review, use, keep copies of, and otherwise share with the Library all Work Product at any time delivered by the Architect to the Library, provided the Architect consents in writing to such use by the City.

5. Compliance. The Library agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to its development of the Property, including its use of any of the Architect's Work Product.

6. Indemnification. The Library agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, officials, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the Library's use of or reliance upon the Work Product. Without limiting the foregoing, the Parties mutually acknowledge and agree that if any action is brought against the City or the Commission, or their respective agents, officials, employees, successors, or assigns, in connection with such use of or reliance upon the Work Product, the Library agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

7. Default. If the Library fails to cure any failure in or default of any of its obligations or covenants under this Agreement within ten (10) days after receiving from the Commission written notice of the same, the Commission may (a) terminate this Agreement and cease any payment to the Library (b) initiate any legal action or proceeding it deems appropriate to enforce the terms of this Agreement and/or (c) pursue any other remedy available at law or in equity. All of the Commission's remedies will be cumulative.

8. Assignment. The Library may not assign this Agreement or any of its rights hereunder to any other person or party. Any attempt by the Library to assign or otherwise convey any interest in this Agreement will be void and of no force or effect.

9. Relationship. The Library and the City mutually acknowledge and agree that the Architect will at all times be an independent contractor of the Library alone, and no act or omission to act by the Library or the Architect will in any way bind or obligate the City. The City and the Library hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Library and the City and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Library and the City.

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.

11. Interpretation; Governing 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.

12. Entire Agreement. This Agreement embodies the entire agreement between the Commission and the Library and supersedes all prior discussions, understandings, or agreements, whether written or oral, between the Commission and the Library concerning its subject matter.

13. Authority; Counterparts; Signatures. Each undersigned person signing on behalf of his/her respective Party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Agreement. This Agreement may be separately executed in counterparts by the Commission and the Library, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each executed this Design Consulting Reimbursement Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION, governing body of the
City of South Bend Department of
Redevelopment

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

ST. JOSEPH COUNTY PUBLIC LIBRARY,
an Indiana municipal corporation

Debra Futa, Library Director

4000.0000063 57167834.003

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For Professional Services (this “Agreement”) is entered into on February 8, 2018 (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”), and Torti Gallas and Partners, Inc., a Delaware corporation with its registered office address at 1300 Spring St., Suite 400, Silver Spring, Maryland 20910 (the “Provider”) (each a “Party” and collectively the “Parties”).

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Services. The Provider will provide to the Commission the professional services (the “Services”) set forth in the Provider’s proposal attached hereto as Exhibit A (the “Scope of Work”). In the event of any conflict between the terms of this Agreement and the terms of the Scope of Work, the terms of this Agreement will prevail. The Provider will execute its obligations under this Agreement in accordance with the prevailing professional standard of care for projects of similar design and complexity.

2. Compensation. In exchange for the Provider’s satisfactory performance of the Services, and subject to the terms and conditions of this Agreement, the Commission will pay the Provider a total sum not to exceed Fourteen Thousand Dollars (\$14,000.00) (the “Contract Amount”). The Commission will pay the Contract Amount in installments upon regular invoicing by the Provider (each a “Contract Installment”), provided, however, that the Commission will not be required to pay the Provider any sum for work conducted in preparing Concept Plan 2 unless the City Planner for the City of South Bend has requested the Provider’s preparation of Concept Plan 2 after the Provider’s satisfactory preparation and delivery of Concept Plan 1. The Commission will not be required to pay any Contract Installment if any default or breach of this Agreement by the Provider exists, as the Commission may determine in its sole discretion. The sum of all Contract Installments will not exceed the Contract Amount, and the Provider will not incur or seek reimbursement for any expenses in excess of the Contract Amount.

3. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date and end upon the Provider’s satisfaction of all its obligations hereunder and the Commission’s final payment therefor. Notwithstanding the foregoing, effective immediately upon delivery of a written termination notice to the Provider, the Commission may terminate this Agreement, in whole or in part, for any reason, if the Commission determines that such termination is in the best interest of the Commission or the City of South Bend (the “City”). In addition, in accordance with applicable laws, payments are subject to appropriation. If the City Controller, serving in her capacity as the Commission’s treasurer, makes a written determination that funds are not appropriated or are otherwise unavailable to support the continuation of this Agreement, it shall be cancelled. A determination by the City Controller that funds are not appropriated or are otherwise unavailable to support the continuation of performance shall be final and conclusive. The Commission will not be required to pay any Contract Installment or be otherwise liable for any cost associated with the Provider’s performance of any Services after the effective date of termination.

4. Remedies for Breach of Contract. The Provider's failure to complete the Services in accordance with this Agreement will be considered a material breach. In the event of any breach of this Agreement by the Provider, the Commission may suspend all payments to the Provider and may pursue any and all remedies available at law or in equity. The Provider shall repay to the Commission any portion of the Contract Amount expended for matters not within the scope of the Services.

5. Point of Contact. The City employee identified in Section 10 below will serve as the Commission's principal point of contact for purposes of this Agreement.

6. Relationship. The Provider shall at all times be an independent contractor for the performance of the Services rather than an employee of the City or the Commission, and no act or omission to act by the Provider shall in any way bind or obligate the City or the Commission. No employee of the Provider will be considered or deemed to be an employee of the City or the Commission. This Agreement is strictly for the benefit of the Parties and not for any third party or person. This Agreement was negotiated by the Parties at arm's length and each of the parties hereto has reviewed the Agreement after the opportunity to consult with independent legal counsel. Neither party shall maintain that the language in the Agreement shall be construed against any signatory hereto. The Commission and the Provider hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Provider and the Commission 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 and the Provider.

7. Indemnification of Commission. The Provider hereby agrees to defend, indemnify, and hold harmless the City and the Commission, and their respective officials, employees, and agents, from any and all claims of any nature which arise from the performance by the Provider under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising out of the negligence of the City, the Commission, or their respective officials, directors, employees, or agents. The obligations of the Provider under this section shall survive the termination of this Agreement.

8. Work Product; Ownership. The Provider will submit its work product to the Commission in accordance with the terms of the Scope of Work. Any and all work product submitted by the Provider to the Commission as part of the Provider's performance of the Services will become the exclusive property of the Commission, and the Commission will have the right to use and reproduce copies of the Provider's work product as the Commission determines in its sole discretion without compensation to the Provider except the compensation expressly provided for in this Agreement.

9. Assignment. The Provider shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the Commission.

10. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the Commission or the Provider,

as the case may be, at the address set forth below.

Provider:

Torti Gallas and Partners, Inc.
1300 Spring St., Suite 400
Silver Spring, MD 20910
Attn: Erik Aulestia

Commission:

City of South Bend
227 W. Jefferson Boulevard, Suite 1400 S.
South Bend, IN 46601
Attn: Tim Corcoran, City Planner

11. Equal Opportunity; Non-Discrimination; Compliance. The Provider shall comply with all applicable laws and regulations in its hiring and employment practices and policies for any activity covered by this Agreement. The Provider shall comply with all federal, state, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement including, but not limited to, the requirements imposed by Ind. Code 22-9-1-10 (non-discrimination), the provisions of Ind. Code 5-22-16.5 (disqualification for dealings with the government of Iran), and the provisions of Ind. Code 22-5-1.7 (requiring E-Verify for new employees and prohibiting employment of unauthorized aliens). Each of the foregoing provisions is incorporated herein as if set forth in full, and the Provider certifies that it is in compliance with each such provision and shall remain in compliance through the term of this Agreement.

12. Contractor's Affidavit. The Provider agrees, as a condition precedent to the effectiveness of this Agreement, that its authorized representative will execute and submit to the Commission and any other appropriate bodies an affidavit in the form attached hereto as Exhibit B.

13. Drug-Free Workplace. The Provider hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to the Commission within ten (10) days after receiving actual notice that the Provider or an employee of the Provider within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

14. Entire Agreement; Amendment; Applicable Law. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both the Provider and the Commission. This Agreement will be construed and interpreted according to the laws of the State of Indiana.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement For Professional Services to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

TORTI GALLAS AND PARTNERS, INC.,
a Delaware corporation

By: _____
Printed: _____
Its: _____
Date: _____

4000.0000001 57645173.002

EXHIBIT A

Scope of Work

Purpose:

A new development is being proposed on the northeast corner of the block and there is interest in the revitalization of the Paragon Building (southwest corner) of the block. Together these projects may be a catalyst for the development of the full block but could also 'lock in' the existing surface parking hampering future development and the sought after urbanism and streetscape vitality.

Objective:

Investigate the development potential of the entire block assuming the following:

- Existing buildings remain
- Parking numbers to be provided by the City of South Bend
- City to provide footprint / floor space of proposed new building on northeast corner

Scope:

- Vehicular access
- Parking garage location / entry point(s) / size & shape
- Provide hypothetical floor plates for future building lining / masking the garage

Deliverables:

- 2 illustrative Concept Plans (sketch / hand drawn)
 - o One plan illustrating a best case scenario in which the landowners work together
 - o Second plan illustrating each parcel developing independently of each other
- Floor space calculation table for each table
- High level / ball park costing of the garage scenario
- Parking calculation

Fee:

- \$7,000 – Concept Plan 1 (best case scenario)
- \$7,000 – Concept Plan 2 (base scenario), if requested by City Planner on behalf of the Commission following delivery of Concept Plan 1
- Maximum total fee: \$14,000

EXHIBIT B

Contractor's Affidavit

[See attached.]

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For Professional Services (this “Agreement”) is entered into on February 8, 2018 (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”), and Opticos Design, Inc., a California corporation with its registered office address at 2100 Milvia St., Suite 125, Berkeley, California 94704 (the “Provider”) (each a “Party” and collectively the “Parties”).

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Services. The Provider will provide to the Commission the professional services (the “Services”) set forth in the Provider’s proposal attached hereto as Exhibit A (the “Scope of Work”). In the event of any conflict between the terms of this Agreement and the terms of the Scope of Work, the terms of this Agreement will prevail. The Provider will execute its obligations under this Agreement in accordance with the prevailing professional standard of care for projects of similar design and complexity.

2. Compensation. In exchange for the Provider’s performance of the Services, and subject to the terms and conditions of this Agreement, the Commission will pay the Provider a total sum not to exceed Sixty Thousand Dollars (\$60,000.00) (the “Contract Amount”). The Commission will pay the Contract Amount in installments upon regular invoicing by the Provider (each a “Contract Installment”). The Commission will not be required to pay any Contract Installment if the Commission is not reasonably satisfied with the Provider’s performance under this Agreement or any default or breach of this Agreement by the Provider exists, as the Commission may determine in its sole discretion. The sum of all Contract Installments will not exceed the Contract Amount, and the Provider will not incur or seek reimbursement for any expenses in excess of the Contract Amount.

3. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date and end upon the Provider’s completion of all its obligations hereunder and the Commission’s final payment therefor. Notwithstanding the foregoing, effective immediately upon delivery of a written termination notice to the Provider, the Commission may terminate this Agreement, in whole or in part, for any reason, if the Commission determines that such termination is in the best interest of the Commission or the City of South Bend (the “City”). In addition, in accordance with applicable laws, payments are subject to annual appropriation. If the City Controller, serving in her capacity as the Commission’s treasurer, makes a written determination that funds are not appropriated or are otherwise unavailable to support the continuation of this Agreement, it shall be cancelled. A determination by the City Controller that funds are not appropriated or are otherwise unavailable to support the continuation of performance shall be final and conclusive. The Commission will not be required to pay any Contract Installment or be otherwise liable for any cost associated with the Provider’s performance of any Services after the effective date of termination.

4. Remedies for Breach of Contract. The Provider’s failure to complete the Services

in accordance with this Agreement will be considered a material breach. In the event of any breach of this Agreement by the Provider, the Commission may suspend all payments to the Provider and may pursue any and all remedies available at law or in equity.

5. Point of Contact. The City employee identified in Section 10 below will serve as the Commission's principal point of contact for purposes of this Agreement.

6. Relationship. The Provider shall at all times be an independent contractor for the performance of the Services rather than an employee of the City or the Commission, and no act or omission to act by the Provider shall in any way bind or obligate the City or the Commission. No employee of the Provider will be considered or deemed to be an employee of the City or the Commission. This Agreement is strictly for the benefit of the Parties and not for any third party or person. This Agreement was negotiated by the Parties at arm's length and each of the parties hereto has reviewed the Agreement after the opportunity to consult with independent legal counsel. Neither party shall maintain that the language in the Agreement shall be construed against any signatory hereto. The Commission and the Provider hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Provider and the Commission 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 and the Provider.

7. Indemnification of Commission. The Provider hereby agrees to indemnify and hold harmless the City and the Commission, and their respective officials, employees, and agents, from any and all claims of any nature which arise from the performance by the Provider under this Agreement and from all costs and attorney fees in connection therewith, except for claims arising out of the negligence of the City, the Commission, or their respective officials, directors, employees, or agents. The obligations of the Provider under this section shall survive the termination of this Agreement.

8. Work Product; Ownership. The Provider will submit its work product to the Commission in accordance with the terms of the Scope of Work. Any and all work product submitted by the Provider to the Commission as part of the Provider's performance of the Services will become the exclusive property of the Commission, and the Commission will have the right to use and reproduce copies of the Provider's work product as the Commission determines in its sole discretion without compensation to the Provider except the compensation expressly provided for in this Agreement. The Commission agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees, arising from or allegedly arising from or in any way related to or connected with the reuse or modification of the deliverables by the Commission. The Commission will credit the Provider each time the deliverables are used.

9. Assignment. The Provider shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the Commission, except for the Provider's subcontracting, at the Provider's sole cost, of the work required under the Scope of Work to be completed by an economist.

10. Notices. Any notice required or permitted to be delivered hereunder shall be

deemed to be delivered when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the Commission or the Provider, as the case may be, at the address set forth below.

Provider:
Opticos Design, Inc.
2100 Milvia St., Suite 125
Berkeley, CA 94704
Attn: Megan Reineccius

Commission:
City of South Bend
227 W. Jefferson Boulevard, Suite 1400 S.
South Bend, IN 46601
Attn: Elizabeth Maradik

11. Equal Opportunity; Non-Discrimination; Compliance. The Provider shall comply with all applicable laws and regulations in its hiring and employment practices and policies for any activity covered by this Agreement. The Provider shall comply with all federal, state, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement including, but not limited to, the requirements imposed by Ind. Code 22-9-1-10 (non-discrimination), the provisions of Ind. Code 5-22-16.5 (disqualification for dealings with the government of Iran), and the provisions of Ind. Code 22-5-1.7 (requiring E-Verify for new employees and prohibiting employment of unauthorized aliens). Each of the foregoing provisions is incorporated herein as if set forth in full, and the Provider certifies that it is in compliance with each such provision and shall remain in compliance through the term of this Agreement.

12. Contractor's Affidavit. The Provider agrees, as a condition precedent to the effectiveness of this Agreement, that its authorized representative will execute and submit to the Commission and any other appropriate bodies an affidavit in the form attached hereto as Exhibit B.

13. Drug-Free Workplace. The Provider hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to the Commission within ten (10) days after receiving actual notice that the Provider or an employee of the Provider within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

14. Entire Agreement; Amendment; Applicable Law. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both the Provider and the Commission. This Agreement will be construed and interpreted according to the laws of the State of Indiana.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement For Professional Services to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

OPTICOS DESIGN, INC.,
a California corporation

By: _____
Printed: _____
Its: _____
Date: _____

4000.0000001 41104737.003

EXHIBIT A

Scope of Work

[See attached.]

EXHIBIT B

Contractor's Affidavit

[See attached.]



Department of
Community Investment

Memorandum

February 8, 2018

TO: South Bend Redevelopment Commission
FROM: David Relos, Economic Resources *DR*
SUBJECT: Certificate of Completion (Jones Petrie Rafinski – 325-333 S. Lafayette)

On March 24, 2016 the Commission entered in to an Agreement To Buy And Sell Real Estate (Agreement) with Jones Petrie Rafinski (JPR), for the former Schilling's property at the NW corner of Lafayette and Western.

Per Section 11.A. of the Agreement, JPR agreed to spend an amount no less than \$650,000 on building improvements within 18 months from closing, which occurred on March 31, 2016. JPR has supplied documentation they have met their obligations under the Agreement, and now requests a Certificate of Completion per Section 11.B. of the Agreement. This Certificate of Completion will then be recorded, acknowledging the Commission no longer has a reversionary interest in the property.

Commission approval is requested for this Certificate of Completion.

INTERNAL USE ONLY: Project Code: _____
Total Amount new in budget: N/A ; broken down by:
Acct # _____
Going to BPW for Contracting? N/A Is this item ready to encumber now? N/A
Existing PO# (no) Inc/Dec \$ n/a



CROSS REFERENCE:

Document No. 1607857, recorded April 4, 2016

CERTIFICATE OF COMPLETION

This Certificate of Completion (this "Certificate") is issued on February 8, 2018, by the City of South Bend, Indiana, Department of Redevelopment, acting by and through the South Bend Redevelopment Commission (the "Commission"), pursuant to the Agreement To Buy And Sell Real Estate by and between the Commission and Jones Petrie Rafinski Corp. (the "Company"), dated March 24, 2016 (the "Purchase Agreement").

The Commission states as follows:

1. Pursuant to the Purchase Agreement, the Commission conveyed to the Company the real property described in attached Exhibit A (the "Property") by the special warranty deed recorded on April 4, 2016, as Document No. 1607857 in the Office of the Recorder of St. Joseph County, Indiana (the "Deed").

2. Section 11 of the Purchase Agreement established certain Development Obligations of the Company following its acceptance of the Deed from the Commission. The Commission hereby acknowledges and affirms that the Company has performed all of its Development Obligations as required under the Purchase Agreement and has provided satisfactory evidence of the same.

3. This Certificate will serve as a conclusive determination of the Company's satisfaction of the Development Obligations and, upon recordation, will constitute a full release of the Commission's reversionary interest in the Property established under the Deed and Sections 11 and 18 of the Purchase Agreement.

4. This Certificate does not amend or otherwise alter the Agreement, and this Certificate shall be binding upon the Commission and its successors and assigns and shall inure to the benefit of the Company and its successors and assigns.

[Signature page follows.]

SOUTH BEND
REDEVELOPMENT COMMISSION

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 Certificate of Completion.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 2018.

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.

4000.0000077

EXHIBIT A

Description of Property

Lots Numbered Four Hundred Six (406) and Four Hundred Seven (407) as shown on the Original Plat of the Town, now City, of South Bend, St. Joseph County, Indiana, and a parcel of land 11.50 feet, North and South, taken off of and from the entire length of the North side of Lot Numbered Four Hundred Eight (408) as shown on the Original Plat of the Town, now City, of South Bend, St. Joseph County, Indiana.

and

A lot or parcel of land 54.50 feet in width, North and South, taken off of and from the entire length of the South side of Lot Numbered Four Hundred Eight (408) as shown on the Original Plat of the Town, now City, of South Bend.

Commonly known as 325 and 333 S. Lafayette Blvd., South Bend, Indiana
[Parcel Key Numbers 018-3009-0308 and 018-3009-0311]



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: February 8, 2018
FROM: James Mueller, Executive Director Community Investment
SUBJECT: First Amendment to Development Agreement (Hibberd)

PURPOSE OF REQUEST:
Specifics:

The First Amendment to the Hibberd Development Agreement to further support the Developer’s improvements to the combined parcels. We are asking for Commission approval for an increase of \$130,000 on this project. From \$350,000 to \$480,000.

INTERNAL USE ONLY: Project Code: 17J020
Total Amount new/change (inc/dec) in budget: 130,000; 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 \$ _____

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment To Development Agreement (this “First Amendment”) is effective as of February 8, 2018 (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”), Hibberd Development, LLC, an Indiana limited liability company with its registered office at 1329 E. Washington St., South Bend, Indiana 46617 (“Hibberd Development”), and Hibberd Realty, Inc., an Indiana corporation with its registered office at 1329 E. Washington St., South Bend, Indiana 46617 (“Hibberd Realty”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Parties entered into that certain Development Agreement dated April 13, 2017 (the “Development Agreement”) concerning the Developer’s redevelopment of the Combined Parcels.

B. To further support the Developer’s improvements to the Combined Parcels, the Parties desire to amend the terms of the Development Agreement as set forth in this First Amendment.

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

1. In Section 1.3 of the Development Agreement, the term “Three Hundred Fifty Thousand Dollars (\$350,000.00)” is deleted and replaced by the term “Four Hundred Eighty Thousand Dollars (\$480,000.00).”

2. The Developer hereby expressly reaffirms its obligations under the Development Agreement, and, unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.

3. The undersigned principal owner of the Developer entities will complete and submit, in accordance with Ind. Code 35-44.1-1-4, a Uniform Conflict of Interest Disclosure Statement with respect to this First Amendment.

4. Capitalized terms used in this First Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.

5. The recitals set forth above are hereby incorporated into the operative provisions of this First Amendment.

6. This First Amendment will be governed and construed in accordance with the laws of the State of Indiana.

7. This First Amendment 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.

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

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

HIBBERD DEVELOPMENT, LLC,
an Indiana limited liability company

Mark W. Neal, Manager
Dated:

HIBBERD REALTY, INC.,
an Indiana corporation

Mark W. Neal, President
Dated:

4000.0000065 57602358.001

RESOLUTION NO. 3425

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
APPROVING THE CONVEYANCE OF CERTAIN EQUIPMENT TO SOUTH BEND
ETHANOL, LLC**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”) exists and operates pursuant to I.C. 36-7-14; and

WHEREAS, the Commission and South Bend Ethanol, LLC f/k/a Noble Americas South Bend Ethanol LLC (the “Company”) are parties to that certain Economic Development Memorandum Of Understanding dated July 17, 2014, as amended by that certain First Amendment To Economic Development Memorandum Of Understanding dated September 14, 2017 (collectively, the “Development Agreement”), and that certain Equipment Lease Agreement dated July 17, 2014, as amended by that certain First Amendment To Equipment Lease Agreement dated September 14, 2017 (collectively, the “Equipment Lease”) (together with the Development Agreement, the “Project Agreements”); and

WHEREAS, pursuant to the provisions of the Project Agreements, the Commission purchased certain equipment (the “Equipment”) for the Company’s use under the terms of the Equipment Lease in exchange for the Company’s satisfaction of certain development requirements; and

WHEREAS, in accordance with the provisions of the Project Agreements, the Company has completed the Project Upgrade and satisfied the investment and job-creation requirements stated in Sections 3.02 and 3.03 of the Development Agreement; and

WHEREAS, the Company has made all payments to the Commission required under Section 4(a) of the Equipment Lease; and

WHEREAS, pursuant to Section 9 of the Equipment Lease, the Company has exercised its option to purchase the Equipment from the Commission for the sum of One Dollar (\$1.00) (the “Option Purchase Price”), which sum the Company has paid to the Commission; and

WHEREAS, the Commission desires to take all necessary action to convey ownership of the Equipment to the Company in recognition of the Company’s satisfaction of the above-referenced obligations under the Project Agreements; and

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

1. The Commission finds that the Company has satisfied the requirements of Sections 3.02 and 3.03 of the Development Agreement and is, therefore, entitled to purchase the Equipment from the Commission on the terms stated in Section 9 of the Equipment Lease. The Commission hereby accepts the Company’s exercise of its option to purchase the Equipment under Section 9 of the Equipment Lease and waives any remaining portion of the term of the

Equipment Lease. Further, the Commission acknowledges, pursuant to Section 9 of the Equipment Lease, that upon the Company's payment of the Option Purchase Price, the Company is released from its obligations under the Development Agreement and the Equipment Lease is terminated.

2. The Commission hereby approves, and will execute simultaneously with this Resolution, the Bill of Sale attached hereto as **Exhibit A** (the "Bill of Sale") conveying ownership of the Equipment to the Company.

3. The Commission hereby authorizes and instructs David Relos of the City of South Bend Department of Community Investment to deliver the Bill of Sale to the Company and, in coordination with legal counsel, to take on behalf of the Commission all necessary administrative actions to accomplish the purposes of this Resolution.

4. This Resolution will be in full force and effect upon its adoption by the Commission.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on February 8, 2018, at 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

4000.0000041 61311062.002

EXHIBIT A

Bill of Sale

BILL OF SALE

This Bill of Sale is made by the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the "Seller"), in favor of South Bend Ethanol, LLC f/k/a Noble Americas South Bend Ethanol LLC, a Delaware limited liability company (the "Buyer").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby conveys to the Buyer all of the Seller's right, title, and interest in and to the personal property described in Exhibit 1 attached hereto (the "Equipment").

The Seller hereby conveys the Equipment to the Buyer in accordance with Seller's Resolution No. 3425 dated February 8, 2018, subject to the terms and provisions of the Economic Development Memorandum Of Understanding by and between the Seller and the Buyer dated July 17, 2014, as amended by that certain First Amendment To Economic Development Memorandum Of Understanding dated September 14, 2017, and subject to the terms and provision of the Equipment Lease Agreement dated July 17, 2014, as amended by that certain First Amendment To Equipment Lease Agreement dated September 14, 2017 (collectively, the "Equipment Lease"). Further, the Seller hereby conveys the Equipment to the Buyer as-is, where-is, and without representation or warranty of any kind. Without limiting the generality of the foregoing sentence, the Seller specifically disclaims any representation or warranty of merchantability or fitness for any particular use or purpose.

By accepting this Bill of Sale, the Buyer acknowledges that the Equipment Lease has terminated in accordance with its terms.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

Date: February 8, 2018

ACCEPTED:

SOUTH BEND ETHANOL, LLC, a
Delaware limited liability company

Mark Greenberg, Secretary

Date:

Exhibit 1 to Bill of Sale dated February 8, 2018

Description of Equipment

Base Tricanter System (corn oil separation process) comprised of the following: 1 each Centrifuge Z6E-4/444 Flottweg or equivalent; 1 each approx. 260 gal SS Defatted Syrup Tank; 1 each approx. 380 gal SS Bio-Oil Receiver; 1 each approx. 3500 gal SS Syrup Centrifuge Feed Tank; 1 each Tricanter Feed pumps - Waukesha 125 GPM or equivalent; 1 each Solids Return Pump - Sulzer 120 GPM or equivalent; 1 each Bio-oil Recovery pump - Waukesha 10 GPM or equivalent; 1 each Bio-oil Recycle pump - Waukesha 2 GPM or equivalent; 1 each Tricanter Feed Tank Agitator - ProQuip or equivalent; interconnecting piping, manual valves, and minor equipment required for the equipment located on the skid per ICM design requirements; and instrumentation and electronic valves required for the equipment located on the skid per ICM design requirements.



Department of
Community Investment

Redevelopment Commission Agenda Item

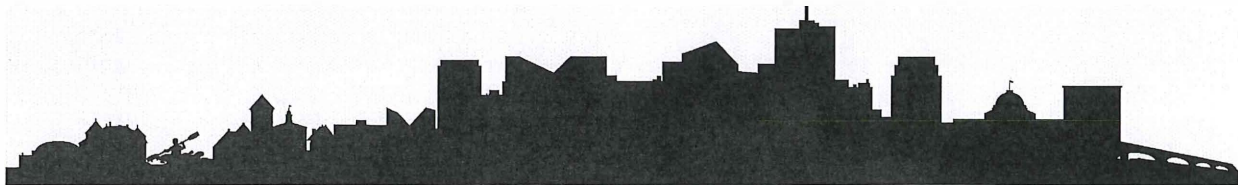
DATE: February 8, 2018
FROM: David Relos, Economic Resources *DR*
SUBJECT: Resolution No. 3426 (Accepting 322 S. Lafayette from BPW)

Resolution No. 3426 accepts from the Board of Public Works (BPW) the transfer of 322 S. Lafayette. This property is currently a paved parking lot and was part of a property transfer between the RDC, BPW, and Jones Petrie Rafinski, whose offices are across the street in the former Schilling's building. This lot will eventually be taken through the Commission's disposition process.

A matching Resolution has been prepared and will be presented for approval at the next BPW meeting on February 13.

Staff requests approval of Resolution No. 3426, accepting the transfer from BPW of 322 S. Lafayette, subject to BPW's approval of their matching Resolution on February 13th.

INTERNAL USE ONLY: Project Code: N/A
Total Amount new in budget: N/A ; broken down by:
Acct #
Going to BPW for Contracting? No Is this item ready to encumber now? N/A
Existing PO# Inc/Dec \$



RESOLUTION NO. 3426

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM THE BOARD OF
PUBLIC WORKS OF THE CITY OF SOUTH BEND**

WHEREAS, the South Bend Redevelopment Commission, the governing body of the City of South Bend, Indiana, Department of Redevelopment (the "Commission"), exists and operates pursuant to Ind. Code 36-7-14 (the "Act"); and

WHEREAS, the City of South Bend, Indiana, Board of Public Works (the "Board") has custody of real property owned by the City of South Bend, Indiana (the "City") pursuant to Ind. Code 36-9-6-3; and

WHEREAS, the Board holds certain real property located in the City, commonly known as 322 S. Lafayette Boulevard and bearing Tax Key Number 018-3008-0256 (the "Property"); and

WHEREAS, the Board desires to convey the Property to the Commission pursuant to Ind. Code 36-1-11-8 for the purpose of making the Property available for re-use and redevelopment in accordance with the Commission's purposes and powers under the Act; and

WHEREAS, the Board is expected to adopt a resolution on or about February 13, 2018, approving the conveyance of the Property to the Commission; and

WHEREAS, the Commission desires to accept the Property from the Board.

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

1. The Commission approves and accepts the Board's conveyance of the Property to the Commission, subject to the Board's adoption of an appropriate resolution pursuant to Ind. Code 36-1-11-8.
2. The Commission authorizes David Relos of the City's Department of Community Investment to accept and present for recordation in the Office of the Recorder of St. Joseph County any deed for the Property received from the Board.
3. This Resolution will be in full force and effect upon its adoption.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on February 8, 2018, at 227 West Jefferson Boulevard, Room 1308, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000077



Department of
Community Investment

Redevelopment Commission Agenda Item

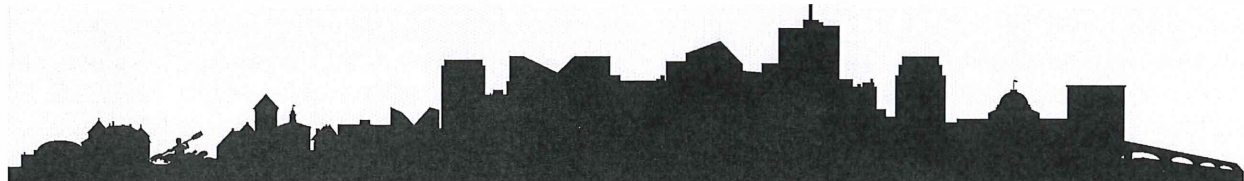
DATE: February 8, 2018
 FROM: David Relos, Economic Resources *DR*
 SUBJECT: Resolution No. 3427 (Accepting 2401 W. Western Ave. from BPW)

Resolution No. 3427 accepts from the Board of Public Works (BPW) the transfer of 2401 W. Western Ave. This property is the former PNA Lodge # 83, at the NW corner of Olive & Western. This property was acquired for intersection improvements, widening the turning radius for southbound traffic turning right onto Western. The remaining property, approximately 39,200 sf (.9 acres) will eventually be taken through the Commission's disposition process.

A matching Resolution has been prepared and will be presented for approval at the next BPW meeting on February 13.

Staff requests approval of Resolution No. 3427, accepting the transfer from BPW of 2401 W. Western Ave., subject to BPW's approval of their matching Resolution on February 13th.

INTERNAL USE ONLY: Project Code: N/A
 Total Amount new in budget: N/A ; broken down by:
 Acct #
 Going to BPW for Contracting? No Is this item ready to encumber now? N/A
 Existing PO# Inc/Dec \$



RESOLUTION NO. 3427

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM THE BOARD OF
PUBLIC WORKS OF THE CITY OF SOUTH BEND**

WHEREAS, the South Bend Redevelopment Commission, the governing body of the City of South Bend, Indiana, Department of Redevelopment (the "Commission"), exists and operates pursuant to Ind. Code 36-7-14 (the "Act"); and

WHEREAS, the City of South Bend, Indiana, Board of Public Works (the "Board") has custody of real property owned by the City of South Bend, Indiana (the "City") pursuant to Ind. Code 36-9-6-3; and

WHEREAS, the Board holds certain real property located in the City, commonly known as 2401 W. Western Avenue and bearing Tax Key Number 018-4096-357902 (the "Property"); and

WHEREAS, the Board desires to convey the Property to the Commission pursuant to Ind. Code 36-1-11-8 for the purpose of making the Property available for re-use and redevelopment in accordance with the Commission's purposes and powers under the Act; and

WHEREAS, the Board is expected to adopt a resolution on or about February 13, 2018, approving the conveyance of the Property to the Commission; and

WHEREAS, the Commission desires to accept the Property from the Board.

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

1. The Commission approves and accepts the Board's conveyance of the Property to the Commission, subject to the Board's adoption of an appropriate resolution pursuant to Ind. Code 36-1-11-8.
2. The Commission authorizes David Relos of the City's Department of Community Investment to accept and present for recordation in the Office of the Recorder of St. Joseph County any deed for the Property received from the Board.
3. This Resolution will be in full force and effect upon its adoption.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on February 8, 2018, at 227 West Jefferson Boulevard, Room 1308, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

1300.0000006

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (this "Agreement") is made on January 31, 2018 (the "Effective Date"), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the "Commission"), and the St. Joseph County Public Library, an Indiana municipal corporation, of 304 S. Main Street, South Bend, Indiana 46601 (the "Library") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, the Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the "City"), as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, 333 Western Associates, LLC (the "Company") retains certain rights to enter and use the parking lot situated on the Property under the Temporary Parking Lot Access Agreement between the Commission and the Company dated January 12, 2018; and

WHEREAS, the Library desires temporary access to the Property to accommodate the short-term parking of its guests' passenger vehicles in connection with the Library's event known as Science Alive 2018, which will take place at the Library's facility at 304 S. Main Street in the City from 10:00 a.m. to 4:00 p.m. on February 3, 2018 (the "Event"); and

WHEREAS, the Commission is willing to permit the Library to gain access to and temporarily use the Property for parking related to the Event, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Commission grants to the Library and its invitees a temporary, non-exclusive license to enter and use the parking lot situated on the Property (the "Parking Lot") for the parking of passenger vehicles of the Library's guests in connection with the Event, provided that the Library's use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws (the "License").

2. The Library's License shall be effective from 9:00 a.m. to 5:00 p.m. on February 3, 2018, provided, however, that the Commission or the Commission's authorized representative may revoke and terminate the License at any time for any reason, as determined in its, his, or her sole discretion. The Library agrees that it will not store any supplies, materials, goods, or personal property of any kind on the Property or otherwise use the Property for any purposes not stated in Section 1 above. At all times, the Library will keep the Property in good order and condition.

3. The Library understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of property (including vehicles) or any bodily harm or injury that may result from the Library's use of the Property. The Library understands and agrees that

it will at all times be solely responsible for the safety and security of all persons and property on the Property.

4. The Library shall not, without the prior written consent of the Commission, cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

5. The Library understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations, if any, needed in order to conduct the Event.

6. The Library understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to the Event and the parking of vehicles in the Parking Lot.

7. The Commission reserves the right to use the Property during the term of this Agreement for any purpose that does not substantially interfere with or obstruct the Library's permitted use of the Property in accordance with the terms of this Agreement.

8. To the extent that any portion of the Property is disturbed or damaged in connection with the Library's use of the Property, the Library, at the Library's sole expense, shall restore the Property to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Commission.


9. The Library agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, assigns, and licensees harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the License granted herein by the Commission or the Library's use of the Property. If any action is brought against the City or the Commission, or their respective agents, employees, successors, or assigns, in connection with the License or the Library's use of the Property, the Library agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. The Library, at the Library's sole expense, shall maintain during the term of this Agreement commercial general liability insurance covering the Library and the Event in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Library agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission a certificate of insurance, or a copy of the policy or an appropriate endorsement thereto, evidencing the same. To the extent that the Commission or the City is harmed as a result of the Library's use of the Property, the Library hereby grants the Commission first priority on any proceeds received from the Library's insurance. Notwithstanding anything in this Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

11. Each undersigned person signing on behalf of his/her respective Party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Temporary License Agreement to be effective as of the Effective Date stated above.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

By: 
David Relos
Authorized Representative (pursuant to Resolution No. 3423)

RATIFIED on February 8, 2018:

By: _____
Marcia I. Jones, President
South Bend Redevelopment Commission

ATTEST:

Donald E. Inks, Secretary
South Bend Redevelopment Commission

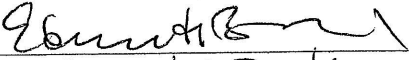
**ST. JOSEPH COUNTY PUBLIC LIBRARY,
an Indiana municipal corporation**

By: 
Printed: Debra Futa
Its: Director

CONSENT OF 333 WESTERN ASSOCIATES, LLC

333 Western Associates, LLC hereby consents to the foregoing Temporary License Agreement between the South Bend Redevelopment Commission and the St. Joseph County Public Library.

**333 WESTERN ASSOCIATES, LLC,
an Indiana limited liability company**

By: 
Printed: Edward F. Bradley
Its: Manager
Date: 1-30-18

4000.0000091 37876028.002

EXHIBIT A

Description of Property

Lot B as shown on the recorded plat of Vail's Subdivision (First Replat) recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County.

Parcel Key No. 018-3012-044002