



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, March 22, 2018 9:30 a.m.

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**1. Roll Call**

**2. Approval of Minutes**

A. Minutes of the Regular Meeting of Thursday, March 8, 2018

**3. Approval of Claims**

A. Claims Submitted March 22, 2018

**4. Old Business**

**5. New Business**

A. River West Development Area

1. First Amendment to Development Agreement (GLC Spec II)
2. Budget Request (Water Works Projects)
3. License Agreement (DTSB/Gridiron 2018)
4. Resolution No. 3433 (Lafayette Building Parking)

B. River East Development Area

1. Budget Request (Sewer Analysis Wharf/Commerce)

C. South Side Development Area

1. Budget Request (Water Works Projects)

**6. Progress Reports**

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

**7. Next Commission Meeting:**

Thursday, April 12, 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**

March 8, 2018  
9:30 a.m.  
Presiding: Marcia Jones, President

227 West Jefferson Boulevard  
South Bend, Indiana

The meeting was called to order at 9:32 a.m.

**1. ROLL CALL**

- |                      |                                   |                     |
|----------------------|-----------------------------------|---------------------|
| Members Present:     | Marcia Jones, President           |                     |
|                      | Don Inks, Secretary               |                     |
|                      | Gavin Ferlic, Commissioner        |                     |
|                      | Quentin Phillips, Commissioner    |                     |
| Members Absent:      | Dave Varner, Vice-President       |                     |
|                      | Leslie Wesley                     |                     |
| Legal Counsel:       | Elliot A. Anderson, City Attorney |                     |
| Redevelopment Staff: | David Relos, RDC Staff            |                     |
|                      | Mary Brazinsky, Board Secretary   |                     |
| Others Present:      | James Mueller                     | DCI                 |
|                      | Dan Buckenmeyer                   | DCI                 |
|                      | Pam Meyer                         | DCI                 |
|                      | Elizabeth Leonard Inks            | DCI                 |
|                      | Kyle Silveus                      | Engineering         |
|                      | Kara Boyles                       | Engineering         |
|                      | Caleb Bauer                       | South Bend Tribune  |
|                      | Conrad Damian                     | 718 E Broadway      |
|                      | Eric Henderson                    | Prism Environmental |
|                      | Lisa DeBerry                      | Resident            |

**2. Approval of Minutes**

**A. Approval of Minutes of the Regular Meeting of Thursday, February 22, 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, February 22, 2018.

**3. Approval of Claims**

**A. Claims Submitted March 8, 2018**

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION		
Redevelopment Commission Claims March 8, 2018 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
HGR	96,477.51	JMS Façade Work
Gibson-Lewis, LLC	220,786.20	Fire Station #4
Abonmarche	12,200.00	Lincoln Way W and Charles Martin Sr. Intersection
DLZ	5,215.00	Sample-Sheridan Signs
DLZ	6,680.00	Tucker Drive
United Consulting	2,435.01	Coal Line Trail (Ph. I)
Kolata Enterprises LLC	607.50	Professional Services
Jones Petrie Rafinski	9,422.50	Downtown East-West Streetscape
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Armory LLC	31,444.00	Refund to Developer Armory Project
The Robert Henry Corporation	16,991.48	Newman Center Site Development Division A and Alternate A
Abonmarche	4,155.00	Perley Primary Center Safe Routes to School Construction Inspection Srvc
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
McCormick Engineering	4,252.50	Bcwen St. Improvements
Walsh & Kelly Inc.	6,696.10	Bcwen St. Drainage
Total	320,885.29	

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the claims submitted on Thursday, March 8, 2018.

**4. Old Business**

**5. New Business**

**A. River West Development Area**

**1. Resolution No. 3429 (Disposition Offering Price 2401 W Western Avenue)**

Mr. Relos presented Resolution No. 3429. This Resolution sets the disposition offering price for 2401 W Western Avenue at \$63,000, which is the average of the two appraisals completed for this property, located at the corner of Olive and Western; the old PNA site.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Resolution No. 3429 (Disposition Offering Price 2401 W Western Avenue) submitted on March 8, 2018.

**2. Approval of Bid Specifications (2401 W Western Avenue)**

Mr. Relos presented the Bid Specifications for 2401 W Western Avenue. The Bid Specifications outline the uses and development requirements that will be considered for this site.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Resolution No. 3429 (Disposition Offering Price 2401 W Western Avenue) submitted on March 8, 2018.

**3. Request to Advertise (2401 W Western Avenue)**

Mr. Relos presented the Request to Advertise for 2401 W Western Avenue. This disposition property will be advertised in the South Bend Tribune on March 16 and March 23, 2018.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Request to Advertise 2401 W Western Avenue submitted on March 8, 2018.

**4. Budget Request (Gateway Center)**

Mrs. Meyer presented a budget request for the Gateway Center, as recommended by the Mayor's Working Group on Homelessness. This is a culmination of efforts to coordinate a site, facility, partners, and operations of a Gateway Center to serve as a coordinated entry point (a federally required process for homeless individuals seeking assistance). Each homeless individual would be assessed and put on a list in order of priority of their needs ranking.

A donation of modular units from Ivy Tech to the City has been approved. These units are being considered for the Center; units are to be moved within the next two week to a preliminary site for storage. Hope Ministries has agreed to operate this project along with guidance from the City. A budget request in the amount of \$1.5m is requested, for eventual site acquisition, improvement, and infrastructure.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Budget Request (Gateway Center) submitted on March 8, 2018.

**5. Resolution No. 3431 (SBCC SDC)**

Mr. Buckenmeyer presented Resolution No. 3431. The System Development Charge (SDC) is a charge for new development for water and sewer downstream costs. This is a request to pay in a not-to-exceed amount of \$500,000 for the payment of the SDC for the South Bend Chocolate factory and museum project at the SW corner of US 20 and the Bypass. DCI will be working in coordination with the Department of Public Works for the provision of the SDC charge.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3431 (SBCC SDC) submitted on March 8, 2018.

**6. Budget Request (Chocolate Park Sewer Extension)**

Mr. Buckenmeyer presented a budget request for the South Bend Chocolate Park sewer extension, which is a part of the previous item on today's agenda. The Department of Community Investment in conjunction with the Department of Public Works is initiating the next phase of work to connect water and sewer to the Chocolate Park. On October 26, 2017 the Commission approved a budget of \$50,000 to conduct the initial survey work to extend the City's existing sewer system leading to the site. This budget request in the amount of \$100,000 is for the next phase of professional services in engineering design for sewer and water connection to the site.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Budget Request (Chocolate Park Sewer Extension) submitted on March 8, 2018.

**6. Progress Reports**

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

**7. Next Commission Meeting:**

Thursday, March 22, 2018, 9:30 a.m.

**8. Adjournment**

Thursday, March 8, 2018, 9:42 a.m.

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David Relos, Property Development Manager

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David Varner, Vice President

# ITEM: 3A

REDEVELOPMENT COMMISSION  
Redevelopment Commission Claims March 22, 2018 for approval

Claims  
submitted

Explanation of Project

324 RIVER WEST DEVELOPMENT AREA

CBS Service, LLC

208,753.00 Berlin Place No. 2 Electrical, Mechanical & Plumbing - Division A

City of South Bend

17,974.39 Reimburse for Engineering Service Rendered

Gibson-Lewis LLC

266,409.90 Fire Station #4

1st Source Bank

1,851,229.00 Replenish RDA Funds Spent from Studebaker Bond

429 FUND RIVER EAST DEVELOPMENT TIF

HRP Construction, Inc.

21,785.53 Newman Center Site Development Division B & C

Total

2,366,151.82

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement (this “First Amendment”) is effective as of March 22, 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 GLC Portage Prairie II, LLC, an Indiana limited liability company with offices at 112 West Jefferson Blvd., Suite 200, South Bend, Indiana 46601 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Commission and the Developer entered into that certain Development Agreement dated October 26, 2017 (the “Development Agreement”), concerning the Developer’s improvement of the Developer Property, including the construction of a new commercial building.

B. Following the Parties’ execution of the Development Agreement, the Developer paid the system development charge(s) (the “SDC”) that the Parties had agreed would be paid by the Commission on behalf of the Developer, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), pursuant to Section 5.3 of the Development Agreement.

C. The Parties desire to amend the Development Agreement to account for the Developer’s payment of the SDC and to modify the Commission’s obligations with respect to the Funding Amount designated therein.

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. Section 1.3 of the Development Agreement is amended to read in its entirety as follows:

Funding Amount. “Funding Amount” means an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000.00) of tax increment finance revenues to be used for paying the costs associated with construction, equipping, inspection, and delivery of the Local Public Improvements.

2. The first sentence of Section 5.2(d) of the Development Agreement is amended to read in its entirety as follows:

Notwithstanding anything contained herein to the contrary, but subject to the terms of Exhibit C, in the event the costs associated with the Local Public Improvements are in excess of the Funding Amount, the 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 purchase.

3. Section 5.3 of the Development Agreement is deleted in its entirety.



4. Sections 5.4 and 5.5 of the Development Agreement are renumbered as 5.3 and 5.4, respectively.

5. 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.

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

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

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

9. 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**

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

**GLC PORTAGE PRAIRIE II, LLC,**  
an Indiana limited liability company

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

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

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



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: March 19, 2018

FROM: Kara Boyles, City Engineer

SUBJECT: Budget Request – Water Works – Cleveland Well Fields (North and South) Improvements

Which TIF? (circle one) River West; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST: Funding for professional engineering services in the amount of \$233,000.

Specifics: Many of the assets, including the wells and associated pumps and motors, have been operating well beyond their useful lives and are in need of replacement to maintain operability and system reliability. Improvements at Cleveland North Well Field include replacement of the bulk fluoride tank, refurbishment of well #5, refurbishment of well #6, and roofing repairs. An updated online analyzer is needed for process control and water quality purposes.

This request for funding will help the South Bend Water Works complete a portion of their 6-Year Partial Capital Improvement and Replacement Plan. This project was listed as a critical project, and identified in the Indiana Utility Regulatory Commission (IURC) testimony as projects to be funded with TIF in 2018.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;  
Total Amount new/change (inc/dec) in budget: \$233,000; Break down:  
Costs: Engineering Amt: \_\_\_\_\_; Other Prof Serv Amt \_\_\_\_\_;  
Acquisition of Land/Bldg (circle one) Amt: \_\_\_\_\_; Street Const Amt \_\_\_\_\_;  
Building Imp Amt \_\_\_\_\_; Sewers Amt \_\_\_\_\_; Other (specify) Amt: \_\_\_\_\_  
\_\_\_\_\_ . Going to BPW for Contracting? Y/N  
Is this item ready to encumber now? \_\_\_\_ Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_

**LICENSE AGREEMENT  
FOR TEMPORARY USE OF REDEVELOPMENT COMMISSION PROPERTY**

This License Agreement (this “Agreement”) is made on March 22, 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 Downtown South Bend, Inc., an Indiana non-profit corporation with a registered office address of 217 S. Michigan St., South Bend, Indiana 46601 (the “Company”) (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, Southhold, LLC (“Southhold”) retains or will acquire certain rights of access to the Property, including rights pursuant to the Temporary Access Agreement between Southhold and the Commission dated July 16, 2015, and any subsequent agreement between Southhold and the Commission; and

WHEREAS, the Company desires temporary access to the Property for the purpose of conducting various events throughout the year (each an “Activity” and collectively the “Activities”), as described in the proposal attached hereto as **Exhibit B** (the “Activity Proposal”); and

WHEREAS, the Commission is willing to permit the Company to gain access to and temporarily use the Property for the Activities, 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 Company, its agents, employees, and invitees, a temporary, non-exclusive license to enter and use the Property for the purpose of conducting the Activities, provided that the Company’s use of the Property is reasonable at all times and comports with the terms of the Activity Proposal, the terms of this Agreement, and all applicable laws. The Company understands that the Property is comprised of the area commonly known as the Gridiron alone, and this Agreement does not permit the Company to use the alleys, parking lots, or sidewalks adjacent to the Property.

2. The Company’s license to use the Property for the Activities shall be effective for the times stated in the Activity Proposal, 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 Company 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 except during the time of the license stated in the foregoing sentence.

Immediately upon the completion of each Activity, the Company will remove from the Property all supplies, materials, goods, and personal property (including trash) used in connection with the Activity. At all times during the period of the Activities, the Company will keep the Property in good order and condition.

3. The Company understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Company's property or any bodily harm or injury that may result from the Company's use of the Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of all persons on the Property and any property the Company uses or stores on the Property in connection with the Activities.

4. The Company 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 Company understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations needed in order to conduct the Activities.

6. The Company 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 Activities conducted on the Property.

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 Company's permitted use of the Property in accordance with the Activity Proposal and the other terms of this Agreement.

8. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property, the Company, at the Company'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 Company 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 approval granted herein by the Commission or the Company'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 Activities, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. The Company, at the Company's sole expense, shall maintain during the term of this Agreement commercial general liability insurance covering the Company and the Activities in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City as additional insureds on any such policy and

produce to the Commission a certificate of insurance evidencing the same. To the extent that the Commission or the City is harmed as a result of the Company's use of the Property, the Company hereby grants the Commission first priority on any proceeds received from the Company'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 Agreement to be effective as of the Effective Date stated above.

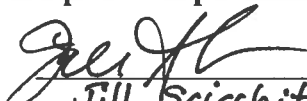
**SOUTH BEND REDEVELOPMENT  
COMMISSION**

\_\_\_\_\_  
Dave Varner, Vice President

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

**DOWNTOWN SOUTH BEND, INC.,  
an Indiana non-profit corporation**

By:   
Printed: Jill Scicchitano  
Its: Executive Director

**CONSENT OF SOUTHHOLD, LLC**

Southhold, LLC hereby consents to the foregoing License Agreement between the South Bend Redevelopment Commission and Downtown South Bend, Inc.

**SOUTHHOLD, LLC,  
an Indiana limited liability company**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

4000.0000030 45,924,013.001

**EXHIBIT A**

**Description of Property**

The portion of the following property commonly known as the Gridiron:

Lot 1 of the recorded plat of Hall of Fame Second Minor Subdivision, recorded on July 22, 2015, as Document No. 1518735, in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 018-3091-347405]

## **EXHIBIT B**

### **Activity Proposal**

#### **First Fridays**

First Friday of the summer months, May through October, 5:00 p.m. to 9:00 p.m.

First Fridays is a time that businesses open their doors to host live musical performances, demonstrations, classes, kids' activities, art receptions, food and drinks specials, and much more.

#### **Egg Stravaganza**

March 24th – 10:00 a.m. to 4:00 p.m.

Egg Stravaganza is the celebration of the arrival of spring in downtown South Bend, with family-friendly games and activities taking place on the Gridiron and throughout downtown.

#### **Summer Fitness Series**

Saturdays, 7:30 a.m. to 11:30 a.m., June 9 through September 1

Free outdoor fitness classes are offered throughout the summer each Saturday morning, with yoga at 8 a.m., Zumba at 9 a.m., and a rotating third hour of various fitness classes like piloxing and kickboxing.

#### **Summer Film Series**

Second Saturday of each summer month, June 9, July 14, and August 11, from 5:00 p.m. to 11:30 p.m.

The public is invited to watch a free screening of a film outdoors on the Gridiron at dusk, with a pre-movie celebration featuring activities themed to the selected film.

#### **Art Beat**

August 18th - A day-long celebration of the arts in downtown South Bend, featuring nearly 1000 local visual, performing, and culinary artists and a Community Art Project.

#### **Downtown Trick or Treating**

October 26th – Bring your children for an evening of Trick or Treating Downtown! 5:00 pm to 7:00 pm.

#### **Downtown for the Holidays**

December 7 – 24

A celebration of the Holidays in downtown South Bend, with holiday decorations, a tree-lighting ceremony, visits with Santa, free cookie decorating, holiday entertainment, and much more.

Look for the little red and white house located next to The South Bend Chocolate Café. Santa's House is a great place to spend one-on-one time with the "big guy." So don't forget to bring your wish list and a camera. After your visit with Santa head inside to the Workshop where you can spend time with family and friends doing all sorts of activities having fun. Coloring, holiday movies, hands-on activities and demonstrations. Live musical performances throughout the month. Visit Santa's Gingerbread Village to see the beautiful gingerbread creations by "kids" of all ages and don't forget to vote for your favorite. Stop by the downtown information table for special offerings by downtown merchants and businesses.

**RESOLUTION NO. 3433**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
AUTHORIZING THE TEMPORARY RELOCATION OF PARKING FOR REPAIRS TO  
THE LAFAYETTE BUILDING**

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, on February 27, 2018, the City of South Bend Board of Public Works conveyed to the Commission certain real property located in the City of South Bend (the “City”), commonly known as 115 S. Lafayette Boulevard, bearing Tax Key Number 018-3009-0288 (the “Property”), which conveyance was accepted by the Commission through its adoption of Resolution No. 3428; and

WHEREAS, Section 39(b)(3)(J) of the Act authorizes the Commission to use tax increment finance revenues to pay expenses incurred for local public improvements, and on October 12, 2017, the Commission approved a budget of \$1,500,000.00 for the stabilization and rehabilitation of the Property (the “Project Budget”); and

WHEREAS, Sections 12.2(a)(7) and (8) of the Act vest in the Commission the powers to repair and maintain structures acquired for redevelopment purposes and to remodel, rebuild, enlarge, or make major structural improvements on structures acquired for redevelopment purposes; and

WHEREAS, certain expected repairs to the Property require the temporary relocation of parking from the Property’s perimeter in order to protect life and property (the “Parking Relocation”); and

WHEREAS, the Commission desires to delegate to members of the City’s staff the authority to coordinate and facilitate the Parking Relocation, including but not limited to, locating an alternative parking location and executing documents, and the Commission further desires to establish a maximum expense for the Parking Relocation that may be incurred in the exercise of this authority.

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

1. The Commission authorizes two members of the City’s staff, David Relos of the City’s Department of Community Investment and Mary Ramsdell of the City’s Department of Administration and Finance (“Staff”), to locate an alternative parking location for approximately fifteen (15) spaces and execute documents in the performance of the Parking Relocation.

2. The maximum amount authorized to be expended by Staff for the Parking Relocation is \$1,500.00, which will be paid out of the Project Budget.



3. Staff is required to work with legal counsel in the performance of the Parking Relocation, and all documents must be reviewed and approved by legal counsel prior to execution.

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

ADOPTED at a meeting of the South Bend Redevelopment Commission held on March 22, 2018, at 227 West Jefferson Boulevard, Room 1308, South Bend, Indiana 46601.

**SOUTH BEND REDEVELOPMENT  
COMMISSION**

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David Varner, Vice President

ATTEST:

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Donald E. Inks, Secretary

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# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

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### Redevelopment Commission Agenda Item

DATE: March 19, 2018

FROM: Kara Boyles, City Engineer

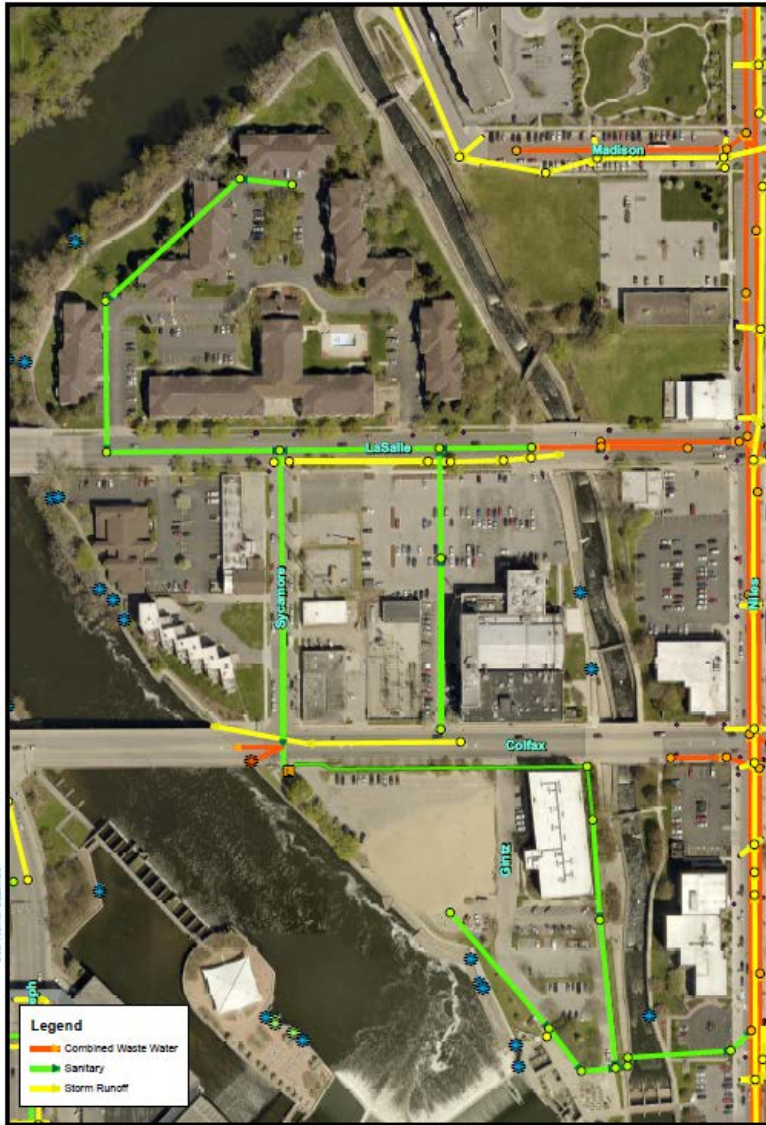
SUBJECT: Budget Request – East Race Sewer Analysis (Wharf/Commerce)

Which TIF? (circle one) River West; River East; South Side; Douglas Road; West Washington

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PURPOSE OF REQUEST: Funding for professional engineering services in the amount of \$25,000.

Specifics: Perform a sewer system analysis on a portion of our existing sewer network – see the attached sewer shed map which describes the area. Multiple new developments are anticipated to connect to this existing network, yet the anticipated flows versus the available capacity are not well understood for this area. The Wharf Partners, The Commerce Development, and Seitz Park will be new users contributing to the sanitary that eventually dumps into the combined sewer along Niles Avenue. In order to ensure adequate infrastructure and available capacity for all users, we would like to engage a consulting engineer to study this area.



DP 17-101	 City of South Bend Dept. of Public Works 227 W Jefferson Blvd. #1018 South Bend, IN 46801 Phone: (674) 236-8261 Fax: (674) 236-9171	<b>East Race Sewershed Map</b>  South Bend, IN	
Figure 1			
3/5/2018			

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;

Total Amount new/change (inc/dec) in budget: \$25,000; Break down:

Costs: Engineering Amt: \_\_\_\_\_; Other Prof Serv Amt \_\_\_\_\_;

Acquisition of Land/Bldg (circle one) Amt: \_\_\_\_\_; Street Const Amt \_\_\_\_\_;

Building Imp Amt \_\_\_\_\_; Sewers Amt \_\_\_\_\_; Other (specify) Amt: \_\_\_\_\_

\_\_\_\_\_ Going to BPW for Contracting? Y/N

Is this item ready to encumber now? \_\_\_\_ Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: March 19, 2018

FROM: Kara Boyles, City Engineer

SUBJECT: Budget Request – Water Works – Olive GAC Plant Improvements

Which TIF? (circle one) River West; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST: Funding for professional engineering services in the amount of \$786,000.

Specifics: Many of the assets, including the wells and associated pumps and motors, have been operating well beyond their useful lives and are in need of replacement to maintain operability and system reliability. This project involves the rehabilitation of Olive GAC plant. Replacement of the GAC media is needed for water quality and regulatory compliance. The project also includes upgrades to chlorination and the fluoride system. The natural gas heating unit is also to be replaced.

This request for funding will help the South Bend Water Works complete a portion of their 6-Year Partial Capital Improvement and Replacement Plan. This project was listed as a critical project, and identified in the Indiana Utility Regulatory Commission (IURC) testimony as projects to be funded with TIF in 2018.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;

Total Amount new/change (inc/dec) in budget: \$786,000; Break down:

Costs: Engineering Amt: \_\_\_\_\_; Other Prof Serv Amt \_\_\_\_\_;

Acquisition of Land/Bldg (circle one) Amt: \_\_\_\_\_; Street Const Amt \_\_\_\_\_;

Building Imp Amt \_\_\_\_\_; Sewers Amt \_\_\_\_\_; Other (specify) Amt: \_\_\_\_\_

\_\_\_\_\_ . Going to BPW for Contracting? Y/N

Is this item ready to encumber now? \_\_\_ Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_