



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, August 23, 2018 9:30 a.m.

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- 1. Roll Call**
- 2. Approval of Minutes**
  - A. Minutes of the Regular Meeting of Thursday, July 26, 2018
- 3. Approval of Claims**
  - A. Claims Submitted August 23, 2018
- 4. Old Business**
- 5. New Business**
  - A. River West Development Area
    1. Resolution No. 3438 (Transfer of Property from Parks) – D2
    2. Resolution No. 3439 (Waiver of Prohibition of Third Party Transfer to JSK) – D2
    3. License Agreement (Gridiron) – D2
    4. First Amendment to Real Estate Purchase Agreement (Jefferson/Main) – D2
  - B. South Side Development Area
    1. Budget Request (St. Joseph Streetscape, Project No. 118-008) – D5
  - C. Administrative
    1. Resolution No. 3440 (Setting Public Hearing for Additional 2018 TIF Appropriations) – All
- 6. Progress Reports**
  - A. Tax Abatement
  - B. Common Council
  - C. Other

**7. Next Commission Meeting:**

Thursday, September 13, 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, IN

**SOUTH BEND REDEVELOPMENT COMMISSION  
REGULAR MEETING**

July 26, 2018  
9:30 a.m.  
Presiding: Dave Varner, Vice-President

227 West Jefferson Boulevard  
South Bend, Indiana

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

**1. ROLL CALL**

Members Present:           Dave Varner, Vice-President  
                                  Don Inks, Secretary  
                                  Gavin Ferlic, Commissioner  
                                  Quentin Phillips, Commissioner

Members Absent:           Marcia Jones, President  
                                  Leslie Wesley, Commissioner

Legal Counsel:            Sandra Kennedy, Esq.

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

Others Present:            Daniel Buckenmeyer                   DCI  
                                  Kyle Silveus                         Engineering  
                                  Eric Henderson                     Prism Environmental

South Bend Redevelopment Commission Regular Meeting – July 26, 2018

**2. Approval of Minutes**

**A. Approval of Minutes of the Regular Meeting of Thursday, July 12, 2018**

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, July 12, 2018.

**3. Approval of Claims**

**A. Claims Submitted July 26, 2018**

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
REDEVELOPMENT COMMISSION Redevelopment Commission Claims July 26, 2018 for approval			
<b><u>324 RIVER WEST DEVELOPMENT AREA</u></b>			
IDEM	2,400.00	Oliver-Plow	
Walsh & Kelly Inc.	201,305.48	Marriott Hotel Site Development at Hall of Fame Ph. 3 A B & C	
Walsh & Kelly Inc.	194,228.45	Downtown Cross Street Improvements	
Dynamic Mechanical Services	3,791.55	Langlab HVAC Improvements	
Opticos Design Inc.	2,779.00	Assessment Professional Services	
Kolata Enterprises LLC	360.00	Professional Services	
Ram Construction Services of Michigan	133,017.62	Leighton Deck Coating - Ph. II	
Walsh & Kelly, Inc.	194,228.45	Downtown Cross Street Improvements	
Lawson-Fisher Associates P.C	13,162.50	Parks Improvements Program Manager	
DLZ	170.00	So. Bend Tucker Drive	
Bank of New York		Airport Econ Dev Area (RW) 2003 Bond 2011	548,638.00
US Bank		Police and Fire Bond Ref 2012	781,000.00
US Bank		Park Bond (2018)	496,320.00
Bank of New York		SB Cen Dev Area (RW) 2003 Bond Refinanced 2011	955,900.00
US Bank		Smart Streets Lease Bond of 2015	857,500.00
Wells Fargo		COIT So. Bend Bldg. Corp Refunding bond of 2010 CEDIT Series 2006A (Refunding 1997 Series A)	294,502.00
US Bank		TJX 2002 Bond(Refinanced 2014)	26,925.00
Fund 209		Prairie Ave Ln Fund 324 owes Fund 209	100,000.00
Barnes & Thornburg LLP		410 Wayne Street, LLC	10,677.91
Michigan NDT, Inc.		Nello Equipment	9,703.00
Kolata Enterprise LLC		Professional Services	517.50
Jones Petrie Rafinski		Downtown East-West Streetscapes	30,375.75
Jones Petrie Rafinski		Courtyard by Marriott Ph. 3	659.25
<b><u>422 FUND WEST WASHINGTON DEVELOPMENT AREA</u></b>			
DLZ	3,480.00	Colfax Ave Two-Way Conv.	
<b><u>429 FUND RIVER EAST DEVELOPMENT TIF</u></b>			
<b><u>430 FUND SOUTH SIDE TIF AREA #1</u></b>			
Botkin & Hall, LLP	692.87	Kohl's - South Bend	
Jones Petrie Rafinski	20,490.00	St. Joseph Streetscape Improvements	
Mc Cormick Engineering, LLC		Bowen St. Improvements	25,447.50
<b><u>436 FUND TIF NORTHEAST RESIDENTIAL</u></b>			
Major Moves		Triangle Development Major Moves Ln	60,446.00
US Bank		Eddy St Commons Bond of 2008, Refinanced 2015	1,234,153.00
US Bank		Eddy St Commons Bond of 2017	650,000.00
Major Moves		Major Moves - Eddy St Commons (2011)	186,218.00
Total	770,105.92		6,268,982.91
Total Of Both Columns	7,039,088.83		

Commissioner Phillips noted the line item for Walsh & Kelly is the same on this claims list as it was the last claims list. Staff will check this with Redevelopment Finance and make corrections as needed.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the claims submitted on Thursday, July 26, 2018.

**4. Old Business**

**5. New Business**

**A. River West Development Area**

**1. Lease (Tapastrie)**

Mr. Relos presented the Lease for Tapastrie, whose lease in the Palais Morris Building expired the end of March. Since then staff has been working with them on new lease terms. Because of the downtown cross streets project on Colfax and Michigan streets, which directly affects Tapastrie's business, the rent has been reduced for the first six months of the lease's three year term, and then steps up in increments for the remaining term. There is an option to renew, with rent and cam being able to be adjusted based on market conditions for the renewal term.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Lease (Tapastrie) submitted on Thursday, July 26, 2018.

**6. Progress Reports**

A. Tax Abatement

1. There were two confirmings on Lincolnway West.

B. Common Council

C. Other

**7. Next Commission Meeting:**

Thursday, August 9, 2018, 9:30 a.m.

**8. Adjournment**

Thursday, July 26, 2018, 9:35 a.m.

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David Relos, Property Development Manager

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Dave Varner, Vice-President


# ITEM: 3A

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims Aug 23, 2018 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
Walsh & Kelly Inc.	354,711.35	Downtown Cross St. Improvements
Gibson-Lewis, LLC	312,180.31	Charles Black Center Renovation
Jones Petrie Rafinski	658.75	Southhold LLC Agreement
Symiont	8,997.14	Environmental Services
Walsh & Kelly , Inc.	263,533.50	Tucker Drive
R. Yoder Construction Inc.	156,258.54	Hibberd Plaza Improvements
Edward J. White	3,415.07	Century Center Vestibule Heater Replacement
Barnes & Thornburg LLP	10,677.91	Legal Services 410 W. Wayne St, LLC
CBS Service, LLC	926,909.78	Berlin Place No. 2 Electrical, Mechanical & Plumbing
Aecom	1,060.39	South Shore Feasibility Study
Ram Construction Services of Michigan, Inc.	21,226.92	Leighton Deck Coatings - Ph. II
Lochmuller Group	16,476.08	Licolnway Rehabilitation
Abonmarche	4,500.00	Lincoln Way West and Charles Martin St. Intersection
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Lawson-Fisher Associates P.C	8,582.88	Parks Improvements
Alliance	136,062.00	Howard Park
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Jones Petrie Rafinski	5,133.75	St. Joseph Streetscape Improvements
Botkin & Hall, LLP	26,381.35	Kohl's South Bend
Total	2,230,384.37	
Total Both Columns	2,230,384.37	



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: August 23, 2018  
FROM: David Relos, Property Development Manager   
SUBJECT: Resolution No. 3438 (Accepting parcel from Parks)

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

### PURPOSE OF REQUEST:

Resolution No. 3438 approves the transfer to the Commission of a parcel south of Stephenson Mills from the Board of Park Commissioners (Parks). This parcel was transferred to Parks in 2016 because three City entities (BPW, RDC, and Parks) had ownership interests in the land south of Stephenson Mills and the Wharf site. With the many planned construction activities in this area, common ownership would streamline the approval process for agreements between the various parties.

This parcel is burdened by an easement / option to buy dating back to 1993, when Stephenson Mills was redeveloped. Additionally, there are overlapping easements dating back to when this area was an industrial site. To clean this area of these many overlapping easements, and to allow for the expansion of Seitz Park and the transfer of land to Stephenson Mills, this area is planned to be replatted and the old easements between the parties released.

To allow these plans to move forward, this parcel needs to be transferred back to the Commission. After the replat process the remaining land will be transferred back to Parks, which will allow Seitz Park to be upgraded and expanded. On August 20<sup>th</sup> Parks approved transferring this parcel to the Commission.

Staff requests approval of Resolution No. 3438, accepting the transfer of this parcel from Parks.

INTERNAL USE ONLY: Project Code:       N/A      ;  
Total Amount new/change (inc/dec) in budget:       -0-      ; Breakdown:  
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?   N/A   Existing PO#                      Inc/Dec \$

**RESOLUTION NO. 3438**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM  
THE SOUTH BEND BOARD OF PARK COMMISSIONERS**

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

WHEREAS, the South Bend Board of Parks Commissioners (the “Park Board”) exists and operates pursuant to I.C. 36-10-3 and 36-1-4; and

WHEREAS, the Commission previously transferred certain real property located in the Seitz Park area (“Property”) in the City of South Bend, Indiana (the “City”) to the Park Board pursuant to a quit claim deed authorized by the Commission’s Resolution No. 3368, adopted on November 21, 2016; and

WHEREAS, the Commission and the Park Board desire to enter into an agreement with FREG Stephenson Mill Associates, LLC related to the renovation, expansion, and improvement of Seitz Park by the City (the “Project”); and

WHEREAS, following the finalization of the Project title work, agreements, and replatting, the Commission will convey back to the Park Board approximately the Seitz Park property depicted in Exhibit B (the “Expanded Seitz Park Area”).

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

1. The Commission hereby accepts the conveyance of the Property from the Park Board pursuant to I.C. 36-1-11-8 pursuant to a quit claim deed in a form substantially similar to the document attached hereto as Exhibit A, conveying all of the Park Board’s right, title, and interest in the Property to the Commission.
2. The Commission authorizes David Relos of the City’s Department of Community Investment to present for recordation in the Office of the Recorder of St. Joseph County, Indiana, the deed conveying the Property to the Commission.
3. This Resolution will be in full force and effect upon its adoption by the Commission.

*Signature Page Follows*



ADOPTED at a meeting of the South Bend Redevelopment Commission held on August 23, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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Marcia I. Jones, President

ATTEST:

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Donald E. Inks, Secretary

**EXHIBIT A**

**Form of Quit Claim Deed**

## **QUIT CLAIM DEED**

THIS INDENTURE WITNESSETH THAT the City of South Bend, Indiana, by and through its Board of Park Commissioners (the "Grantor")

CONVEYS AND QUIT CLAIMS TO the City of South Bend, Indiana, for the use and benefit of its Department of Community Development, acting by and through its Redevelopment Commission, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the real estate located in St. Joseph County, Indiana, and more particularly described in attached Exhibit 1 (the "Property").

Grantor hereby conveys the Property subject to all covenants, restrictions, easements, and other matters of record.

The undersigned persons executing this Quit Claim Deed on behalf of the Grantor represent and certify that each has been fully empowered and authorized to execute this Quit Claim Deed and that all action necessary to complete this conveyance on Grantor's behalf has been duly taken.

[Signature page follows.]

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTOR:

City of South Bend, Indiana, by and through its Board of Park Commissioners

By: \_\_\_\_\_  
Mark Neal, President

ATTEST:

By: \_\_\_\_\_  
Eva Ennis, Clerk

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

Before me, the undersigned, a Notary Public for and in said County and State this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared Mark Neal and Eva Ennis, to me known to be the President and Clerk of the Board of Park Commissioners of the City of South Bend, Indiana, the Grantor, and acknowledged execution of the foregoing Quit Claim Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County, \_\_\_\_\_

Commission expires: \_\_\_\_\_

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. Clara McDaniels

Prepared by Clara McDaniels, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601

Exhibit 1

A part of Lots 3 through 8, inclusive, as shown on the recorded Plat of Miller and Green's First Addition to the Town of Lowell, now City of South Bend, together with that part of Green Street, now vacated, adjacent to said Lots, and also all that land lying South of Washington Street and bounded on the East by the East Race, and on the South and the West by a tract of land owned by the City of South Bend, said tract being more particularly described as follows:

Beginning at a point on the West line of Gintz Avenue, 273.00 feet South of the South line of Colfax Avenue, measured at right angles to said South line of Colfax Avenue; thence South  $05^{\circ}27'44''$  East, along said West line of Gintz Avenue, 137.22 feet; thence North  $89^{\circ}54'36''$  East, 24.00 feet; thence South  $03^{\circ}34'50''$  East, 227.30 feet to a point on the North line of a strip of land heretofore sold to the City of South Bend; thence South  $54^{\circ}12'12''$  West, 32.03 feet; thence North  $46^{\circ}07'59''$  West, 131.29 feet; thence North  $41^{\circ}02'53''$  West, 31.37 feet; thence North  $17^{\circ}50'28''$  West 66.26 feet; thence North  $24^{\circ}37'29''$  West, 225.00 feet to a point 273.00 feet South of the South line of said Colfax Avenue; thence North  $89^{\circ}57'36''$  East, parallel with said South line of Colfax Avenue, 204.05 feet to the place of beginning.

ALSO DESCRIBED AS:

All that part of a tract or parcel of land within the City of South bend, bounded on the North by Colfax avenue, on the East by the East Race, on the South and on the West by the St. Joseph River, which is South of a line 273 feet South of and parallel to the South line of Colfax avenue, remaining after conveyance by grantor of a portion thereof to the City of South Bend, a Municipal Corporation, by Warranty Deed dated November 4, 1977 and recorded January 6, 1978 as Document Number 7800296 in the Office of the Recorder of St. Joseph County, Indiana.

EXCEPTING THEREFROM:

That part of Lots 3 through 8 as shown on the recorded plat of Miller and Green's 1<sup>st</sup> Addition to the Town of Lowell, as recorded in the records of St. Joseph County, Indiana, which is described as beginning at a point which is South  $26^{\circ}17'33''$  East, 109.20 feet, and South  $20^{\circ}15'43''$  East, 103.83 feet ( $20^{\circ}16'19''$  East, record) and South 273.00 feet from a point on the South line of Colfax Street which is West, 220.42 feet from the West line of Gintz Avenue; thence  $57^{\circ}43'06''$  East, 19.64 feet; thence South  $24^{\circ}36'05''$  East, 21.77 feet; thence South  $17^{\circ}48'04''$  East, 66.26 feet; thence South  $41^{\circ}00'29''$  East, 31.37 feet; thence South  $46^{\circ}05'35''$  East, 42.47 feet; thence South  $44^{\circ}13'06''$  West, 9.17 feet; thence North  $46^{\circ}28'30''$  West, 42.54 feet; thence North  $40^{\circ}07'21''$  West, 34.03 feet; thence North  $26^{\circ}17'33''$  West, 85.65 feet to the point of beginning.

ALSO EXCEPTING THEREFROM:

That part of Lots 3 through 8 as shown on the recorded plat of Miller and Green's 1<sup>st</sup> Addition to the Town of Lowell, as recorded in the records of St. Joseph County, Indiana, which is described as: Beginning at a point which is North  $57^{\circ}43'06''$  East, 19.64 feet and South  $26^{\circ}17'35''$  East, 109.20 feet and South  $20^{\circ}15'43''$  East, 103.83 feet (South  $20^{\circ}16'19''$  East, record) and South,

273.00 feet from and south 20°15'43" East, 103.83 feet (South 20°16'19" East, record) and South, 273.00 feet from a point on the South line of Colfax Street which is West, 220.42 feet from the West line of Gintz Avenue; thence North 57°43'06" East, 25.54 feet; thence South 32°16'54" East, 149.75 feet; thence South 84°46'04" West, 41.28 feet (South 83°47'55" West, record); thence North 46°05'35" West, 14.66 feet, thence North 41°00'29" West, 31.37 feet; thence North 17°48'04" West, 66.26 feet; thence North 24°35'05" West, 21.77 feet to the Point of Beginning.

**ALSO EXCEPTING THEREFORM:**

A parcel of land described as commencing at the intersection of the South right-of-way line of Colfax Avenue with the right-of-way lines of Niles Avenue, thence North 89°54'00" West, along said South right-of-way line, a distance of 232.26 feet to the Easterly right-of-way line of Gintz Avenue; thence South 05°53'22" East, along said Easterly right-of-way line, a distance of 274.46 feet; thence South 5°27'44" East, along said Easterly right-of-way line, a distance of 137.81 feet; thence South 3°34'50" East, a distance of 144.46 feet; thence South 3°12'46" West, a distance of 8.90 feet; thence South 52°57'51" West, a distance of 32.89 feet to the Easterly meander line of the St. Joseph River; thence North 46°31'03" West along said Easterly meander line, a distance of 132.0 feet; thence North 83°47'35" East, a distance of 104.54 feet; thence North 3°34'50" West, a distance of 70.00 feet; thence North 86°25'10" East, a distance of 13.99 feet to the place of beginning.

Tax Parcel No. 018-5001-0005

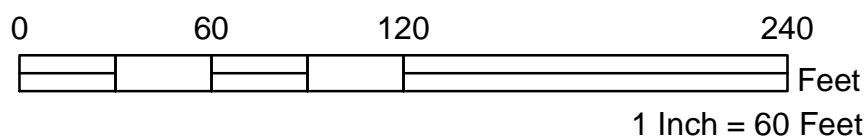
**EXHIBIT B**

**Expanded Seitz Park Area**

# EXHIBIT B



City of South Bend -  
Expanded Seitz Park Area





**RESOLUTION NO. 3439**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
WAIVING CONTRACTUAL PROVISION TO ALLOW TRANSFER OF THE FORMER  
COLLEGE FOOTBALL HALL OF FAME PROPERTY**

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

WHEREAS, pursuant to its purposes under the Act, the Commission entered into that certain Development Agreement dated July 16, 2015, as the same has been amended from time to time (the “Development Agreement”), with Southhold, LLC (“Southhold”) for the development of certain real property, including the former College Football Hall of Fame (as more particularly described in the Development Agreement, the “Hall of Fame Property”); and

WHEREAS, Section 13 of the Fifth Amendment to the Development Agreement (“Section 13”) prohibits Southhold from transferring the Hall of Fame Property to a third party for thirty-six months from the Hall of Fame Property closing date unless a payment is made to the Commission; and

WHEREAS, the sale of the Hall of Fame Property closed on August 22, 2018, and Southhold desires to transfer the Hall of Fame Property to a related company, JSK Development Inc. for bookkeeping purposes; and

WHEREAS, the Commission desires to waive the prohibition of the transfer of the Hall of Fame Property to a third party related to Southhold without waiving any future enforcement of Section 13.

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

1. The Commission hereby waives the prohibition against the transfer of the Hall of Fame Property from Southhold to JSK Development, Inc., as well as the right to receive a transfer of the payment due under Section 13.

2. The Commission expressly states that the waiver of Section 13 is only made for the transfer from Southhold to JSK Development, Inc. in this instance and intends to enforce Section 13 against Southhold with regard to any future third party transfers of the Hall of Fame Property by JSK Development, Inc.

3. This Resolution may be recorded in the Office of the Recorder of St. Joseph County, Indiana and will be in full force and effect upon its adoption by the Commission.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on August 23, 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

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 Resolution No. 3439.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 23rd day of August 2018.

My Commission Expires:  
December 12, 2024

\_\_\_\_\_  
Mary C. Brazinsky, 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. Sandra L. Kennedy.

This instrument was prepared by Sandra L. Kennedy, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

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

This License Agreement (this “Agreement”) is made on August 23, 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 University of Notre Dame Du Lac, Inc., an Indiana non-profit corporation with a registered office address of 203 Main Bldg., Notre Dame, IN 46556 (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**

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

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary  
South Bend Redevelopment Commission

**NOTRE DAME DU LAC, INC.**

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

**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: \_\_\_\_\_

**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**

1. Saturday, September 8th
2. Saturday, September 15th
3. Saturday, October 13th



**FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT**

This First Amendment To Real Estate Purchase Agreement (this “First Amendment”) is made effective as of August 23, 2018 (the “Effective Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Seller”) and Bald Mountain LLC, an Indiana limited liability company with its office address at 21953 Protecta Drive, Elkhart, Indiana 46516 (“Buyer”) (each a “Party” and together the “Parties”).

**RECITALS**

A. Buyer and Seller entered into that certain Real Estate Purchase Agreement, dated April 26, 2018 (the “Purchase Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. Buyer has requested an extension of the due diligence period due to unforeseen circumstances.

C. The Parties wish to further amend the Purchase Agreement as set forth herein.

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

1. In Section 3.B. of the Purchase Agreement, the phrase “one hundred twenty (120) days” shall be deleted and replaced with “one hundred fifty (150) days.”

2. Unless expressly modified by this First Amendment, the terms and provisions of the Purchase Agreement remain in full force and effect.

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

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Real Estate Purchase Agreement to be effective on the Effective Date stated above.

BUYER:

Bald Mountain LLC,  
an Indiana limited liability company

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Printed:  
Its:  
Dated:

SELLER:

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

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Marcia I. Jones, President

ATTEST:

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Donald E. Inks, Secretary



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: August 23, 2018

FROM: Kyle Silveus, P.E., Assistant City Engineer

SUBJECT: Budget Request – St. Joseph Streetscape, Project No. 118-008

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

PURPOSE OF REQUEST: Funding request in the amount of \$70,000 for the extension of water main and Fire Hydrant installation along Callander St. This request for funding is in addition to the \$400,000 that was previously approved for the design and construction of roadway improvements to St. Joseph Street. Pending approval, the proposed water main would be added to the St. Joseph Streetscape Project to be bid at the end of August.

### Specifics:

The proposed 8" water main will connect to the existing 8" water main along St. Joseph Street and will extend approximately 275' to the west. The proposed water main will serve the new Holiday Inn development as well as the future development on the north side of Callander Street. The water main would be added to the St. Joseph Streetscape project that currently includes a road diet, new sidewalks, lighting and drainage to improve the street. St. Joseph Street will serve as the new entryway to the future new Menards, Holiday Inn, as well as a new restaurant on the south side of South Bend.

INTERNAL USE ONLY: Project Code: 18J003 ;

Total Amount new/change (inc/dec) in budget: \$70,000; 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 \$ \_\_\_\_\_

**RESOLUTION NO. 3440**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
SETTING A PUBLIC HEARING ON THE ADDITIONAL APPROPRIATION OF  
2018 TAX INCREMENT  
FINANCING REVENUES FROM VARIOUS ALLOCATION AREAS FOR THE  
PAYMENT OF CERTAIN OBLIGATIONS AND EXPENSES RELATED TO THEIR  
RESPECTIVE ALLOCATION AREAS AND OTHER RELATED MATTERS**

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the Department of Redevelopment of the City of South Bend, Indiana (the "City") and the City of South Bend, Indiana, Redevelopment District (the "District"), exists and operates under the provisions of Indiana Code § 36-7-17, as amended (the "Act"); and

WHEREAS, the Commission, from time to time, has declared, confirmed and established allocation areas for areas needing redevelopment and economic development areas within the District for purposes of tax increment financing pursuant to the Act; and

WHEREAS, the Commission has further created allocation area funds for the purpose of receiving tax increment financing revenues received from the allocation areas; and

WHEREAS, there have been presented to the Commission Resolutions No. 3441 through 3446 appropriating the funds from various allocations areas of the District (collectively, the "Resolutions"); and

WHEREAS, the Commission desires to appropriate the allocation area funds to pay certain expenses incurred by it or the City for local public improvements that are in or serving their respective allocation areas, which appropriations are set forth in more detail in the Resolutions; and

WHEREAS, such appropriations are subject to the provisions of Indiana Code § 6-1.1-18-5; and

WHEREAS, the proposed appropriations are not for the operating expenses of the Commission;  
and

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

1. The Commission desires to approve the use of additional funds of the various allocation areas, as set forth in their respective Resolutions, which allocation areas, resolutions and not-to-exceed appropriation amounts are set forth below:

<u>Allocation Area and Fund</u>	<u>Resolution No.</u>	<u>Not-to-Exceed</u>
River West Development Area, Allocation Area No. 1 Fund	Resolution No. 3441	\$2,000,000
River East Development Area, Allocation Area No. 1 Fund	Resolution No. 3442	\$2,000,000
South Side #3 Development Area	Resolution No. 3443	\$1,000,000
Douglas Road Development Area	Resolution No. 3444	\$ 60,000
West Washington Development Area	Resolution No. 3445	\$ 400,000
Redevelopment Retail	Resolution No. 3446	\$ 160,000

2. The President and Secretary of the Commission are each hereby authorized and directed to take all necessary steps to obtain approval of the expenditures of such funds pursuant to Indiana Code § 6-1.1-18-5, including the publication in accordance with Indiana Code §5-3-1 of notice of a hearing on the appropriation of such funds to be held at 9:30 a.m. on September 13, 2018 at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

**SOUTH BEND REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name and Title*

**ATTEST:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name and Title*