



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, September 13, 2018 9:30 a.m.

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**1. Roll Call**

**2. Approval of Minutes**

A. Minutes of the Regular Meeting of Thursday, August 23, 2018

**3. Approval of Claims**

A. Claims Submitted September 13, 2018

**4. Old Business**

**5. New Business**

A. Public Hearing

1. Resolution No. 3441 (River West Development Area) – D2
2. Resolution No. 3442 (River East Development Area) – D4
3. Resolution No. 3443 (South Side Development Area) – D5
4. Resolution No. 3444 (Douglas Road Development Area) – D4
5. Resolution No. 3445 (West Washington Allocation Area) – D2
6. Resolution No. 3446 (Redevelopment Retail) – D2

B. River West Development Area

1. Resolution No. 3447 (Accepting Property Transfer 900 S Lafayette Blvd) – D2
2. License Agreement (Vickie L Gabbard Trust) -D2
3. Budget Request (Western Avenue Streetscape Falcon-Dundee) – D2/D6
4. AEP Easement (Coveleski Park) – D2
5. Third Amendment to Real Estate Purchase Agreement (Franklin Street Technology Park) – D2
6. Development Agreement (112 West Jeff LLC) – D2
7. First Amendment to Development Agreement (One Michiana) – D2

C. River East Development Area

1. Budget Request (Howard Park) – D2

D. Administrative

1. Resolution No. 3448 (Setting Public Hearing on TIF Appropriations) - All

**6. Progress Reports**

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

**7. Next Commission Meeting:**

Thursday, September 27, 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**

August 23, 2018  
9:30 a.m.  
Presiding: Marcia Jones, President

227 West Jefferson Boulevard  
South Bend, Indiana

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

**1. ROLL CALL**

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

Members Absent:

Legal Counsel:                Sandra Kennedy, Esq.

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

Others Present:                James Mueller                        DCI  
    Elizabeth Leonard Inks                DCI  
    Austin Gammage                        DCI  
    Caleb Bauer                                South Bend Tribune  
    Kyle Silveus                                Engineering  
    Eric Henderson                            Prism Environmental  
    Conrad Damian                            718 E Broadway

**2. Approval of Minutes**

**A. Approval of Minutes of the Regular Meeting of Thursday, July 26, 2018**

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, July 26, 2018.

**3. Approval of Claims**

**A. Claims Submitted August 23, 2018**

	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	

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the claims submitted on Thursday, August 23, 2018.



**4. Old Business**

**5. New Business**

**A. River West Development Area**

**1. Resolution No. 3438 (Transfer of Property from Parks)**

Mr. Relos presented Resolution No. 3438, accepting the transfer of property from the Board of Park Commissioners of the parcel south of Stephenson Mills. 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 particular 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. Commission approval is requested.

Upon a motion by Vice President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Resolution No. 3438 (Transfer of Property from Parks) submitted on Thursday, August 23, 2018.

**2. Resolution No. 3439 (Waiver of Prohibition of Third Party Transfer to JSK)**

Mr. Relos presented Resolution No. 3439, which allows the post-closing transfer of the Hall of Fame from Southhold LLC to JSK Development Inc. Closing on the Hall of Fame occurred on August 22, 2018, and Southhold LLC would like to transfer the property to JSK Development Inc., which is the majority owner of Southhold LLC. This waives, for this instance only, the 3 year post closing transfer penalty in Section 13 of the Fifth Amendment, approved by the Commission on June 28, 2018. Commission approval is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Resolution No. 3439 (Waiver of Prohibition of Third Party Transfer to JSK) submitted on Thursday, August 23, 2018.

**3. License Agreement (Gridiron)**

Mr. Relos presented this License Agreement for use of the Gridiron at the Hall of Fame, which allows the University of Notre Dame to use the Gridiron on September 8<sup>th</sup>, September 15<sup>th</sup> and October 13<sup>th</sup>.

Upon a motion by Vice President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved License Agreement (Gridiron) submitted on Thursday, August 23, 2018.

**4. First Amendment to Real Estate Purchase Agreement (Jefferson/Main)**

Mr. Relos presented First Amendment to Real Estate Purchase Agreement for the SW corner of Jefferson and Main, which is the new development planned for this corner. Per the Agreement the due diligence period ends August 24<sup>th</sup>. This will extend the due diligence period for an additional 30 days, allowing time for the development's special exception to be considered at the Common Council's meeting on August 27<sup>th</sup>. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved First Amendment to Real Estate Purchase Agreement (Jefferson/Main) submitted on Thursday, August 23, 2018.

**B. South Side Development Area**

**1. Budget Request (St. Joseph Streetscape, Project No. 118-008)**

Mr. Silveus presented a budget request for the St. Joseph Streetscape project No. 118-008. This request is an additional amount of \$70,000 for the extension of a new water main and fire hydrant installation along Callander Street, by the new Menards on Ireland Rd. The proposed water main will serve the new Holiday Inn development as well as the future development on the north side of Callander, which will most likely to be a restaurant. There may be more than one restaurant going into that area.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved a budget increase for the St. Joseph Streetscape, Project No. 118-008 submitted on Thursday, August 23, 2018.

**C. Administrative**

**1. Resolution No. 3440 (Setting Public Hearing for Additional 2018 TIF Appropriations)**

Ms. Leonard Inks presented this Resolution to set a Public Hearing for additional 2018 TIF Appropriations. This Resolution sets the public hearing for September 13<sup>th</sup>. One note on the Redevelopment Retail, as questions may come up since the property was just sold, is we will transfer the cash remaining to the Park Department since they will take care of the ongoing maintenance of the Leighton

South Bend Redevelopment Commission Regular Meeting – August 23, 2018

Plaza / Courtyard. Commission approval is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Setting Public Hearing for Additional 2018 TIF Appropriations submitted on Thursday, August 23, 2018.

**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**

Thursday, August 23, 2018, 9:43 a.m.

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David Relos, Property Development Manager

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Marcia Jones, President

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
<b>REDEVELOPMENT COMMISSION</b>			
Redevelopment Commission Claims September 13, 2018 for approval			
<b><u>324 RIVER WEST DEVELOPMENT AREA</u></b>			
Century Center	2,792.41	West Entry Improvement to Center	
Plews Shadley Racher & Braun LLP	1,125.00	Bosch/Honeywell	
DLZ	265.00	Tucker Dr.	
Walsh & Kelly, Inc.	383,377.06	Downtown Cross Street Improvements	
Gibson-Lewis, LLC	64,575.96	Fire Station #4	
City of South Bend	97,951.50	Reimburse Engineering for Services Rendered per ESA Section 4A	
Lawson-Fisher Associates P.C	30,634.83	West Bank Corridor Improvements Final Design	
CBS Service, LLC	418,957.12	Berlin Place No. Electrical, Mechanical & Plumbing - Division	
Transpo	100,000.00	Wire Transfer - Semi-Annual Pymt for Main & Colfax Garage Lease	
Abonmarche	622.50	Lincoln Way West & Charles Martin Sr. Intersection	
Black & Veatch Corp.	8,186.00	Training & Updates on Water CAD and Task on the Olive Treatment Plant	
United Consulting	5,289.40	Coal Line Trail Ph I	
Kolata Enterprises LLC	742.50	Professional Services	
Kil Architecture Planning		Lafayette Building	21,776.00
<b><u>422 FUND WEST WASHINGTON DEVELOPMENT AREA</u></b>			
Meridian Title	33,543.77	Wire Transfer - For Acquisition 1201 W. Colfax City Cemetery	
Rieth Riley Construction Co, Inc.	361,268.05	Two-Way Conversion of Colfax Ave	
<b><u>429 FUND RIVER EAST DEVELOPMENT TIF</u></b>			
Abonmarche	1,109.87	Perley Primary Center Safe Routes to School Construction Inspection Services	
<b><u>430 FUND SOUTH SIDE TIF AREA #1</u></b>			
DHA	5,110.00	Drainage Plan & Repair	
Jones Petrie Rafinski	2,047.50	St. Joseph Streetscape Improvements	
Mc Cormick Engineering, LLC	7,034.27	Bowen St. Improvements	
Donohue	6,155.89	South Wellfield, Plant & Pressure Zone Improvements	
Kil Architecture Planning	2,649.89	Erskine Clubhouse Ph II	
<b><u>452 TIF PARK BOND CAPITAL</u></b>			
Beam Longest NEFF	3,172.00	Leeper Park Improvement	
Lochmuller Group	1,071.46	Historic Leeper Park Improvements	
Troyer Group	3,920.00	Pulaski Park	
<b>Total</b>	<b>1,541,601.98</b>		<b>21,776.00</b>
<b>Total Of Both Columns</b>	<b>1,563,377.98</b>		

**RESOLUTION NO. 3441**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM  
ALLOCATION AREA NO. 1 FUND FOR THE PAYMENT OF CERTAIN  
OBLIGATIONS AND EXPENSES RELATED TO THE RIVER WEST  
DEVELOPMENT AREA ALLOCATION AREA NO. 1**

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, exists and operates under the provisions of Indiana Code § 36-7-14, as amended (the "Act"); and

WHEREAS, on February 23, 1990, the Commission adopted Resolution No. 919 declaring the Airport Economic Development Area (the "Area") to be an economic development area within the meaning of the Act and designated the Area as the Airport Economic Development Area Allocation Area No. 1 ("Allocation Area No. 1") for purposes of tax increment financing pursuant to the Act; and

WHEREAS, Resolution No. 919 and the Airport Economic Development Area Economic Development Plan (the "Development Plan") adopted by Resolution No. 919 on February 23, 1990, were confirmed by Resolution No. 938 adopted on June 27, 1990 (collectively, the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution created the Airport Economic Development Area Allocation Area No. 1 Fund ("Allocation Area No. 1 Fund") for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area No. 1 pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Commission, on April 16, 1993, adopted Resolution No. 1151 declaring the Sample-Ewing Development Area ("SEDA") to be an area needing redevelopment within the meaning of the Act; and

WHEREAS, Resolution No. 1151 and the Sample-Ewing Development Area Development Plan were confirmed by Resolution No. 1154 adopted on May 21, 1993; and

WHEREAS, Resolution No. 1151 created the Sample-Ewing Allocation Area (South Bend Allocation Area No. 8) (the "SEDA Allocation Area") for the purpose of depositing into an allocation area fund (the "SEDA Allocation Fund") tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of personal property and real property and improvements thereon located in the SEDA Allocation Area pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Declaratory Resolution was further amended by Resolution No. 2348 and Resolution No. 2351, adopted on June 19, 2007, and July 20, 2007, respectively, and said resolutions expanded the Area by adding and consolidating the SEDA into the Area (collectively referred to hereafter as the “Area”) and expanded Allocation Area No. 1 by adding and consolidating the SEDA Allocation Area into Allocation Area No. 1 (collectively referred to hereafter as “Allocation Area No. 1”); and

WHEREAS, Resolution No. 3256, adopted by the Commission on November 10, 2014, amended boundaries of the Airport Economic Development Allocation Area No. 1, and renamed the area as River West Development Area Allocation Area No. 1; and

WHEREAS, the Commission desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving River West Development Area Allocation Area No. 1 from funds remaining in the Allocation Area No. 1 Fund, in accordance Indiana Code § 36–7–14–39(b)(3) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36–7–14–39(b)(3); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from Allocation Area No. 1 Fund are described on the attached Exhibit A; and

WHEREAS, the proposed appropriations from Allocation Area No. 1 Fund are not for the operating expenses of the Commission; and

WHEREAS, on August 23, 2018, the Commission adopted Resolution 3440 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission’s action acknowledged at its public meeting on September 13, 2018, and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission’s meeting at 9:30 a.m. on September 13, 2018 at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such appropriations; and

WHEREAS, the Commission now desires to approve appropriations in a total amount of Two Million Dollars and 00/100 (\$2,000,000.00)

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

1. The funds from Allocation Area No. 1 Fund in the amount of Two Million Dollars and 00/100 (\$2,000,000.00) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.

2. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on September 13, 2018, at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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

Marcia I. Jones, President

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

ATTEST:

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

Donald E. Inks, Secretary

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

EXHIBIT A

RIVER WEST DEVELOPMENT AREA - FUND 324  
2018 BUDGET SUMMARY  
(Additional Appropriation - September 2018)

	2018 <u>Appropriation</u>
Debt Service:	
Debt Service Payments	
Total Debt Service	<u>0</u>
Projects Underway, Not Completed:	
Total Projects Underway, Not Completed	<u>0</u>
Other Activities:	
Total Other Activities	<u>0</u>
Development Opportunity Reserve:	<u>2,000,000</u>
Projects Planned:	
Total Projects Planned	<u>0</u>
Total Appropriation	<u><u>2,000,000</u></u>



RESOLUTION NO. 3442

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM  
ALLOCATION AREA FUND FOR THE PAYMENT OF CERTAIN OBLIGATIONS  
AND EXPENSES RELATED TO THE RIVER EAST  
DEVELOPMENT AREA ALLOCATION AREA NO. 1**

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the City of South Bend Department of Redevelopment (the "Department"), on November 17, 2003, adopted Resolution No. 2016 declaring the Northeast Neighborhood Development Area in the City of South Bend, Indiana (the "City") to be an area needing redevelopment within the meaning of the Redevelopment of Cities and Towns Act of 1953, as amended, which is codified at, Indiana Code § 36-7-14-1 *et seq* (the "Act"); and

WHEREAS, Resolution No. 2016 and the Northeast Neighborhood Development Area Development Plan (the "Development Plan") adopted by Resolution No. 2016 on November 17, 2003, were confirmed by Resolution No. 2021 adopted on December 19, 2003 (collectively, the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution created the Northeast Neighborhood Allocation Area Special Fund ("Allocation Area Fund") for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, Resolution No. 3255, adopted by the Commission on November 10, 2014, amended boundaries of the Northeast Neighborhood Development Allocation Area No. 1, and renamed the area to the River East Allocation Area No. 1; and

WHEREAS, the Commission desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving River East Allocation Area No. 1 (the "Allocation Area") from funds remaining in the Allocation Area Fund, in accordance Indiana Code § 36-7-14-39(b)(3) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36-7-14-39(b)(3); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from Allocation Area Fund are described on the attached Exhibit A; and

WHEREAS, the proposed appropriations from Allocation Area Fund are not for the operating expenses of the Commission; and

WHEREAS, on August 23, 2018, the Commission adopted Resolution 3440 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission's action acknowledged at its public meeting on September 13, 2018, ; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission's meeting at 9:30 a.m. on September 13, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such appropriations; and

WHEREAS, the Commission now desires to approve said additional appropriations in a total amount of Two Million Dollars (\$2,000,000);

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

1. The funds from Allocation Area Fund in the additional amount of Two Million Dollars (\$2,000,000) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.

2. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on September 13, 2018 at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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

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

ATTEST

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

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

EXHIBIT A

RIVER EAST DEVELOPMENT AREA - FUND 429  
2018 BUDGET SUMMARY  
(Additional Appropriation - September 2018)

	2018 <u>Appropriation</u>
Debt Service:	
Debt Service Payments	0
Total Debt Service	<u>0</u>
Projects Underway, Not Completed:	
Eddy Street Phase II	
Total Projects Underway, Not Completed	<u>0</u>
Other Activities:	
Miscellaneous	
Total Other Activities	<u>0</u>
Development Opportunity Reserve:	<u>2,000,000</u>
Projects Planned:	
Curb & Sidewalk	
Parks/Eddy Streetscape	
Total Projects Planned	<u>0</u>
Total Appropriation	<u><u>2,000,000</u></u>

**RESOLUTION NO. 3443**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM  
ALLOCATION AREA NO. 1 FUND FOR THE PAYMENT OF CERTAIN  
OBLIGATIONS AND EXPENSES RELATED TO THE SOUTH SIDE DEVELOPMENT  
AREA ALLOCATION AREA NO. 1**

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, exists and operates under the provisions of Indiana Code § 36-7-14, as amended (the "Act"); and

WHEREAS, on November 1, 2002, the Commission adopted Resolution No. 1914 (the "Declaratory Resolution") declaring the South Side Development Area (the "Area") to be an area needing redevelopment within the meaning of the Act and designated the Area as the South Side Development Area Allocation Area No. 1 ("Allocation Area No. 1") for purposes of tax increment financing pursuant to the Act; and

WHEREAS, on November 19, 2002, the Area Plan Commission of St. Joseph County ("Plan Commission") issued its written order approving the Declaratory Resolution by the adoption of Plan Commission Resolution 142-02, in accordance with Indiana Code § 36-7-14-16; and

WHEREAS, on November 25, 2002, the Common Council of the City approved the order of the Plan Commission through the adoption of Common Council Resolution No. 3136-02; and

WHEREAS, on December 20, 2002, the Commission held a duly noticed public hearing, in accordance with Indiana Code § 36-7-14-17 and Indiana Code § 5-3-1; and

WHEREAS, following said hearing, the Commission adopted Resolution No. 1928 confirming the Declaratory Resolution; and

WHEREAS, the Declaratory Resolution created the South Side Development Area Allocation Area No. 1 Fund ("Allocation Area No. 1 Fund") for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area No. 1 pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Commission desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving Allocation Area No. 1 from funds remaining in the Allocation Area No. 1 Fund, in accordance Indiana Code § 36-7-14-39(b)(2) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36-7-14-39(b)(2); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from Allocation Area No. 1 Fund are described on the attached Exhibit A; and

WHEREAS, the proposed appropriations from Allocation Area No. 1 Fund are not for the operating expenses of the Commission; and

WHEREAS, on August 23, 2018, the Commission adopted Resolution 3440 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission's action acknowledged at its public meeting on September 13, 2018; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission's meeting at 9:30 a.m. on September 13, 2018 at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such appropriations; and

WHEREAS, the Commission now desires to approve said appropriations in a total amount of One Million Dollars and 00/100 (\$1,000,000.00);

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

1. The funds from Allocation Area No. 1 Fund in the amount of One Million Dollars and 00/100 (\$1,000,000.00) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.
2. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on September 13, 2018 at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

ATTEST

\_\_\_\_\_  
*Signature*  
Marcia I. Jones, President

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

\_\_\_\_\_  
*Signature*  
Donald E. Inks, Secretary  
\_\_\_\_\_  
*Printed Name and Title*

EXHIBIT A

SOUTH SIDE DEVELOPMENT AREA #1 - FUND 430  
2018 BUDGET SUMMARY  
(Additional Appropriation - September 2018)

	2018 <u>Appropriation</u>
Debt Service:	
Debt Service Payments	0
Total Debt Service	<u>0</u>
Projects Underway, Not Completed:	
Total Projects Underway, Not Completed	<u>0</u>
Other Activities:	
Miscellaneous	
Total Other Activities	<u>0</u>
Development Opportunity Reserve:	<u>1,000,000</u>
Projects Planned:	
Curb & Sidewalk	
Parks/Eddy Streetscape	
Total Projects Planned	<u>0</u>
Total Appropriation	<u><u>1,000,000</u></u>

**RESOLUTION NO. 3444****A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM  
ALLOCATION AREA NO. 1 FUND FOR THE PAYMENT OF CERTAIN  
OBLIGATIONS AND EXPENSES RELATED TO THE DOUGLAS ROAD  
ECONOMIC DEVELOPMENT AREA ALLOCATION AREA NO. 1**

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, exists and operates under the provisions of Indiana Code § 36-7-14, as amended (the "Act"); and

WHEREAS, on December 2, 2005, the Commission adopted Resolution No. 2199 (the "Declaratory Resolution") declaring the Douglas Road Economic Development Area (the "Area") to be an economic development area within the meaning of the Act and designated the Area as the Douglas Road Economic Development Area Allocation Area No. 1 ("Allocation Area No. 1") for purposes of tax increment financing pursuant to the Act; and

WHEREAS, on December 20, 2005, the Area Plan Commission of St. Joseph County ("Plan Commission") issued its written order approving the Declaratory Resolution by the adoption of Plan Commission Resolution 165-05, in accordance with Indiana Code § 36-7-14-16; and

WHEREAS, on January 23, 2006, the Common Council of the City approved the order of the Plan Commission through the adoption of Common Council Resolution No. 3556-06; and

WHEREAS, on February 17, 2006, the Commission held a duly noticed public hearing, in accordance with Indiana Code § 36-7-14-17 and Indiana Code § 5-3-1; and

WHEREAS, following said hearing, the Commission adopted Resolution No. 2199 confirming the Declaratory Resolution; and

WHEREAS, the Declaratory Resolution created the Douglas Road Economic Development Area Allocation Area No. 1 Fund ("Allocation Area No. 1 Fund") for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area No. 1 pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Commission desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving Allocation Area No. 1 from funds remaining in the Allocation Area No. 1 Fund, in accordance Indiana Code § 36-7-14-39(b)(2) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36-7-14-39(b)(2); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from Allocation Area No. 1 Fund are described on the attached Exhibit A; and



WHEREAS, the proposed appropriations from Allocation Area No. 1 Fund are not for the operating expenses of the Commission; and

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

WHEREAS, on August 23, 2018, the Commission adopted Resolution 3440 setting a public hearing on said appropriations and authorizing the Secretary of the Commission to duly publish notice of said hearing on September 13, 2018; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission's meeting at 9:30 a.m. on September 13, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such additional appropriations; and

WHEREAS, the Commission now desires to approve said appropriations in a total amount of Sixty Thousand Dollars (\$60,000.00);

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

1. The funds from Allocation Area No. 1 Fund in the amount of Sixty Thousand Dollars (\$60,000.00) are hereby appropriated for paying the expenditures described at Exhibit A.

2. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on September 13, 2018 at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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

Marcia I Jones, President

*Printed Name and Title*

ATTEST:

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

Donald E. Inks, Secretary

*Printed Name and Title*

EXHIBIT A

DOUGLAS ROAD ECONOMIC DEVELOPMENT AREA - FUND 435  
2018 BUDGET SUMMARY

(Additional Appropriation - September 2018)

	2018 <u>Appropriation</u>
Debt Service:	
Debt Service.Payments	0
Total Debt Service	<u>0</u>
Projects Underway, Not Completed	
Total Projects Underway, Not Completed	<u>0</u>
Other Activities:	
Total Other Activities	<u>0</u>
Development Opportunity Reserve:	<u>0</u>
Projects Planned:	
Right Turn Lane	60,000
Total Projects Planned	<u>60,000</u>
Total Appropriation	<u><u>60,000</u></u>

**RESOLUTION NO. 3445**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM ALLOCATION  
AREA FUND FOR THE PAYMENT OF CERTAIN OBLIGATIONS AND EXPENSES  
RELATED TO THE WEST WASHINGTON-CHAPIN DEVELOPMENT AREA  
ALLOCATION AREA**

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the City of South Bend Department of Redevelopment (the "Department"), on October 23, 1987, adopted Resolution No. 818 declaring the West Washington-Chapin Development Area in the City of South Bend, Indiana (the "City") to be an area needing redevelopment within the meaning of the Redevelopment of Cities and Towns Act of 1953, as amended, which is codified at, Indiana Code § 36-7-14-1 et seq (the "Act"); and

WHEREAS, Resolution No. 818 and the West Washington-Chapin Development Area Development Plan (the "Development Plan") adopted by Resolution No. 818 on October 23, 1987 were confirmed by Resolution No. 824 adopted on December 11, 1987 (collectively, the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution created the West Washington Allocation Area (South Bend Allocation Area No. 7) Special Fund ("Allocation Area Fund") for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Commission desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving Allocation Area from funds remaining in the Allocation Area Fund, in accordance Indiana Code § 36-7-14-39(b)(2) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36-7-14-39(b)(2); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from Allocation Area Fund are described on the attached Exhibit A; and

WHEREAS, the proposed appropriations from Allocation Area Fund are not for the operating expenses of the Commission; and

WHEREAS, on August 23, 2018, the Commission adopted Resolution 3440 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission's action acknowledged at its public meeting on September 13, 2018; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission's meeting at 9:30 a.m. on September 13, 2018 at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such appropriations; and

WHEREAS, the Commission now desires to approve said appropriations in a total amount of Four Hundred Thousand (\$400,000.00);

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

1. The funds from Allocation Area Fund in the amount of Four Hundred Thousand Dollars,(\$400,000.00) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.

2. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on September 13, 2018 at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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

*Marcia I Jones, President*  
*Printed Name and Title*

ATTEST:

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

*Donald E. Inks*  
*Printed Name and Title*

EXHIBIT A

WEST WASHINGTON DEVELOPMENT AREA - FUND 422  
2018 BUDGET SUMMARY  
(Additional Appropriation - September 2018)

	2018 <u>Appropriation</u>
Debt Service:	
Debt Service Payments	0
Total Debt Service	<u>0</u>
Projects Underway, Not Completed	
Total Projects Underway, Not Completed	<u>0</u>
Other Activities:	
Total Other Activities	<u>0</u>
Development Opportunity Reserve:	<u>0</u>
Projects Planned:	
Washington/Colfax Apartments	400,000
Total Projects Planned	<u>400,000</u>
Total Appropriation	<u><u>400,000</u></u>

**RESOLUTION NO. 3446**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING  
THE EXPENSES OF CERTAIN LOCAL PUBLIC IMPROVEMENTS  
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019, AND ENDING DECEMBER  
31, 2019, INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS,  
FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT**

WHEREAS, the South Bend Redevelopment Commission is the lessee of certain local public improvements which, during calendar year 2019 realize revenues and incur expenses in connection with the operation and maintenance of the same; and

WHEREAS, the South Bend Redevelopment Commission has determined it is necessary to appropriate the revenues of certain public improvements in order to defray the expenses of those local public improvements.

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

1. For the expenses of the South Bend Central Development Area Building Operations Budget Fund 425 (which currently includes Leighton Plaza Retail Space, Leighton Plaza Courtyard and Wayne Street Garage Retail Space), for the fiscal year 2019, the sums of money, as set forth in the budget which is made a part hereof, are hereby appropriated and ordered set apart out of the funds hereinafter named, and for the purposes hereinafter specified, subject to the laws governing the same. The sums here appropriated shall be deemed to include all expenditures authorized to be made in said year, unless otherwise expressly stipulated or provided by law.
2. For the fiscal year ending December 31, 2019, the above referenced appropriations are made within the South Bend Central Development Area Building Operations Budget Fund.
3. This resolution shall be in full force and effect from and after its adoption.

Adopted at the Regular Meeting of the South Bend Redevelopment Commission held Thursday, September 13, 2018, at 9:30 a.m., 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601

**SOUTH BEND REDEVELOPMENT  
COMMISSION**

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

**Marcia I. Jones, President**

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

ATTEST:

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

**Donald E. Inks, Secretary**

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

**Redevelopment Retail  
Operations Budget  
For Calendar Year 2018**

<b>Beginning Cash at 1/1 Actual</b>	<u><b>Budget</b></u> <b>162,656</b>
<b>Revenue:</b>	
Interest	2,962
Leighton Retail Revenue	78,548
Wayne Street Retail Revenue	0
<b>Total Revenue</b>	<u><b>81,510</b></u>
<b>Operating Expenses:</b>	
Leighton Retain Space	34,000
Leighton Plaza	39,000
Wayne Street Retail	5,000
<b>Total Operating Expense</b>	<u><b>78,000</b></u>
<b>Net Operating Income</b>	<u><b>3,510</b></u>
<b>Cash to be Transferred to Parks for On-Going Maintenance of Plaza/Courtyard</b>	<u><b>166,166</b></u>
<b>Total 2018 BUDGET</b>	<u><b>244,166</b></u>
<b>Original 2018 Appropriation</b>	<u><b>158,166</b></u>
<b>2018 ADDITIONAL APPROPRIATION</b>	<b>86,000</b>



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: September 13, 2018

FROM: David Relos, Property Development Manager *DR*

SUBJECT: Resolution No. 3447 Accepting from BPW 900 S. Lafayette

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

PURPOSE OF REQUEST:

Resolution No. 3447 accepts from the Board of Public Works (BPW) the transfer of 900 S. Lafayette Blvd. This property is adjacent to property owned by the Commission at the SE corner of Lafayette and Sample, which was previously owned by Hamilton Towing and Airgas.

On September 11<sup>th</sup> BPW approved a matching Resolution, agreeing to transfer this parcel to the Commission, subject to the Commission's approval of this Resolution.

Staff requests approval of Resolution No. 3447, accepting the transfer from BPW of 900 S. Lafayette.

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. 3447**

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

WHEREAS, the South Bend Redevelopment Commission (the “Commission”) is the governing body of the City of South Bend, Indiana (the “City”), Department of Redevelopment and exists and operates pursuant to Indiana Code Section 36-7-14 (the “Act”); and

WHEREAS, the South Bend Board of Public Works (the “Board”) exists and operates pursuant to Indiana Code Section 36-4-9-5, holds real property owned by the City pursuant to Indiana Code Section 36-9-6-3, and is authorized to transfer such property to another governmental entity pursuant to Indiana Code Section 36-1-11-8; and

WHEREAS, the City owns certain real property located near Ignition Park in the River West Development Area (the “Ignition Park Area”) at 900 S. Lafayette Boulevard, as more particularly described on Exhibit A (the “Property”); and

WHEREAS, the Commission holds title to all properties adjacent to and abutting the Property; and

WHEREAS, the Board and the Commission desire to consolidate real property ownership in the Ignition Park Area in the Commission for the purposes authorized by the Act.

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 Board pursuant to I.C. 36-1-11-8 in the form of a quit claim deed substantially similar to the document attached hereto as Exhibit B, conveying all of the 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 act on behalf of the Commission in presenting the deed for recordation in the Office of the Recorder of St. Joseph County, Indiana and executing any other document necessary to effect the Commission’s acceptance of the Property.

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 September 13, 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

A part of Lot Numbered Fifty-Two (52) as shown on the recorded Plat of South Bend City, as platted by Samuel Morrison, now a part of the City of South Bend, which part is bounded by a line running as follows, viz: Beginning at the Northwest corner of said Lot Numbered Fifty-Two (52); thence running South on the East line of Lafayette Street, 50 feet; thence East 110 feet, more or less, to the West line of the right-of-way of the Terre Haute & Logansport Railroad (known as the Vandalia Line); thence North along the line of said right-of-way to the South line of Sample Street; thence West along the South line of Sample Street to the place of beginning.

### EXCEPTING THEREFROM THE FOLLOWING:

A part of Lot Numbered Fifty-two (52) in South Bend City Addition, now the City of South Bend, Indiana, the plat of which addition is recorded in Plat Book 2, page 4, in the Office of the Recorder of St. Joseph County, Indiana, described as follows: Beginning at the Northwest corner of said lot; thence North  $88^{\circ}48'35''$  East 35.205 meters (115.50 feet) along the North line of said lot to the Northeast corner of the grantor's land; thence South  $0^{\circ}47'05''$  East 2.384 meters (7.82 feet) along the East line of the grantor's land; thence South  $85^{\circ}39'05''$  West 35.272 meters (115.72 feet) and the West line of said lot; thence North  $0^{\circ}47'05''$  West 4.326 meters (14.20 feet) along said West line to the point of beginning.

Tax Parcel No. 018-8001-0001

**EXHIBIT B**

**Form of Quit Claim Deed**

**QUIT CLAIM DEED**

THIS INDENTURE WITNESSETH THAT the Civil City of South Bend, Indiana, by and through its Board of Public Works (the “Grantor”)

CONVEYS AND QUIT CLAIMS TO the Department of Redevelopment of the City of South Bend, for the use and benefit of the Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (the “Grantee”), 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 11<sup>th</sup> day of September, 2018.

GRANTOR:  
Civil City of South Bend, Indiana, by and through  
its Board of Public Works

By:  
\_\_\_\_\_  
Gary Gilot, President

ATTEST:  
By:  
\_\_\_\_\_  
Linda Martin, Clerk

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

Before me, the undersigned, a Notary Public for and in said County and State this 11<sup>th</sup> day of September 2018, personally appeared Gary Gilot and Linda Martin, known to me to be, respectively, President and Clerk of the City of South Bend, Indiana, Board of Public Works, the Grantor, and acknowledged the 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. Sandra L. Kennedy

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

Exhibit 1

A part of Lot Numbered Fifty-Two (52) as shown on the recorded Plat of South Bend City, as platted by Samuel Morrison, now a part of the City of South Bend, which part is bounded by a line running as follows, viz: Beginning at the Northwest corner of said Lot Numbered Fifty-Two (52); thence running South on the East line of Lafayette Street, 50 feet; thence East 110 feet, more or less, to the West line of the right-of-way of the Terre Haute & Logansport Railroad (known as the Vandalia Line); thence North along the line of said right-of-way to the South line of Sample Street; thence West along the South line of Sample Street to the place of beginning.

**EXCEPTING THEREFROM THE FOLLOWING:**

A part of Lot Numbered Fifty-two (52) in South Bend City Addition, now the City of South Bend, Indiana, the plat of which addition is recorded in Plat Book 2, page 4, in the Office of the Recorder of St. Joseph County, Indiana, described as follows: Beginning at the Northwest corner of said lot; thence North  $88^{\circ}48'35''$  East 35.205 meters (115.50 feet) along the North line of said lot to the Northeast corner of the grantor's land; thence South  $0^{\circ}47'05''$  East 2.384 meters (7.82 feet) along the East line of the grantor's land; thence South  $85^{\circ}39'05''$  West 35.272 meters (115.72 feet) and the West line of said lot; thence North  $0^{\circ}47'05''$  West 4.326 meters (14.20 feet) along said West line to the point of beginning.

Tax Parcel No. 018-8001-0001



CITY OF SOUTH BEND
REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: September 13, 2018

FROM: David Relos, Property Development Manager [Signature]

SUBJECT: License Agreement (Vickie L Gabbard Trust)

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

PURPOSE OF REQUEST:

As part of the planned demo of the Fat Daddy's buildings, this License Agreement will allow the City, through its contractor, to remove two second story walkways between one of the buildings and a privately owned building adjacent and connected to it. After the removal of the connections the remaining openings will be infilled with brick of similar style.

Commission approval is requested.

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 \$

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT



**LICENSE AGREEMENT  
FOR TEMPORARY USE OF PRIVATE PROPERTY**

This License Agreement (this "Agreement") is made on September \_\_\_\_\_, 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 Vickie L. Gabbard Trust (the "Trust") with a mailing address of 750 East 8<sup>th</sup> Street, Mishawaka, Indiana 46544 (each a "Party," and collectively, the "Parties").

**RECITALS**

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

WHEREAS, the Commission is engaged in a project with regard to which it will be demolishing certain structures (the "Project") located on the real property adjoining the Property, commonly known as Fat Daddy's ("Fat Daddy's"); and

WHEREAS, a Fat Daddy's structure is physically connected to the Property on the second floor of the structure on the Property; and

WHEREAS, the Commission desires temporary access to the Property for the sole purpose of permanently walling off with similar style brick the connection to the structure on the Property as part of the Project (the "Activity"); and

WHEREAS, the Trust is willing to permit the Commission to gain access to and temporarily use the Property for the Activity, 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 Trust grants to the Commission, its agents, contractors, employees, and invitees, a temporary, non-exclusive license to enter and use the Property for the sole purpose of conducting the Activity, provided that the Commission's use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws. The Commission understands that its access to the Property is limited to the areas required to complete the Activity.

2. The Commission's license to use the Property for the Activity shall be effective upon the execution date of this Agreement, and the Commission agrees that it will not store or allow to be stored any supplies, materials, goods, or personal property of any kind on the Property or otherwise use the Property for any purposes except the Activity. Immediately upon the completion of the Activity, the Commission will remove or cause to be removed from the Property all supplies, materials, goods, and personal property (including trash) used by it or its agents, employees, contractors, or invitees in connection with the Activity. At all times during the period

of the Activity and the Project, the Commission will use or cause to be used commercially reasonable efforts to keep the Property in good order and condition.

3. The Commission understands and agrees that the Trust shall not be liable for any loss, damage, destruction, or theft of the Commission's property or the property of the Commission's agents, contractors, employees, or invitees, or any bodily harm or injury that may result from the Commission's use of the Property. The Commission understands and agrees that it will be solely responsible for the safety and security of all persons on the Property and any personal property the Commission or its agents, contractors, employees, or invitees use in connection with the Activity while on the Property.

4. The Commission shall not, without the prior written consent of the Trust, 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 Commission understands and agrees that it will secure in its own name (or the name of the City) and at its own expense all necessary permits and authorizations needed in order to conduct the Activity.

6. The Commission understands and agrees that it will, at its own expense, observe and comply with, or cause to be observed and complied with, all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to the Activity.

7. The Trust 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 Commission's permitted use of the Property with regard to the Activity 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 Commission's use of the Property, the Commission, at its sole expense, shall restore or cause to be restored the Property to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Trust.

9. The Commission agrees and undertakes to indemnify and hold the Trust and its agents, employees, successors, assigns, and licensees harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the Trust 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 Commission's use of the Property. If any action is brought against the Trust, or its agents, employees, successors, or assigns, in connection with the Activity, the Commission agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein. Notwithstanding the foregoing or anything herein to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

10. 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 Parties, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures

11. This Agreement supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this Agreement and constitutes the Parties' entire agreement. This Agreement may not be altered except by a written instrument signed by authorized representatives of both Parties.

12. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

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

14. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana and the courts of St. Joseph County, Indiana shall have jurisdiction over any claims that arise hereunder.

***Signature Page Follows***

IN WITNESS WHEREOF, the Parties have each executed this License Agreement for Temporary Use of Private Property 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

**VICKIE L. GABBARD TRUST**

By: *Vickie Gabbard*  
Vickie L. Gabbard, Trustee

## **EXHIBIT A**

### **Description of Property**

The following real property commonly known as 112 West Monroe Street, South Bend, Indiana, Parcel Key no. 018-3017-0627:

A lot or parcel of land 33 feet in width, East and West, taken off of and from the entire width of the West end of Lot Numbered Nineteen (19) as shown on the Recorded Plat of Samuel Martin's Addition to the City of South Bend; together with a permanent easement designated over the following parcel of real estate, to wit: Commencing at a point on the North line of Lot Numbered Nineteen (19) of Martin's Addition to the City of South Bend, Indiana, which is 33 feet East of the Northwest corner of said Lot Number Nineteen (19); thence continuing East along the north line of said Lot Number Nineteen (19) a distance of 3.8 feet; thence South a distance of 66 feet to a point on the South line of said Lot Number Nineteen (19) which is located 36.75 feet East of the Southwest corner of said Lot Number Nineteen (19); thence West along the South line of said Lot Number Nineteen (19) a distance of 3.75 feet; thence North to the point of beginning.



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: September 13, 2018

FROM: Michael Divita, Planner

SUBJECT: Project Budget for Western Avenue Streetscape (Falcon-Dundee) Engineering

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

#### PURPOSE OF REQUEST:

Staff requests approval of a project budget of \$200,000 from the River West Development Area for engineering costs for Western Avenue streetscape improvements.

As part of its implementation of the *West Side Main Streets Revitalization Plan*, the City of South Bend proposes to make continued streetscape improvements to Western Avenue to create an environment more inviting to commercial and residential investment. This project includes the four-block section of Western Avenue between Falcon and Dundee Streets. This work will complement the streetscape improvements completed between Dundee Street and Bendix Drive in 2015 and between Bendix Drive and Olive Street in 2017.

Curbs, sidewalks, driveway approaches, and street pavement will be replaced. Street trees, other landscaping, and decorative lighting will be added, and new sections of water main and storm sewer may be installed.

Engineering work will proceed through early 2019. Depending on funding availability, construction would begin in spring 2019 or 2020.

INTERNAL USE ONLY: Project Code: 18JW02 ;

Total Amount new change (inc/dec) in budget: \$200,000 ; Break down:

Costs: Engineering Amt: \$200,000 ; 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? Yes, upon BPW award Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: September 13, 2018  
FROM: Kyle Silveus  
SUBJECT: Utility Easement Coveleski Park

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

PURPOSE OF REQUEST: Granting of a Fifteen Foot (15) Wide Right of Way and Easement to AEP for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of underground facilities or equipment for the transmission of electrical energy.

Specifics:

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

# **EASEMENT & RIGHT OF WAY**

**Easement No. IN181044-R**

**Map No. 575**

**Parcel ID No 71-08-11-427-034.000-026(018-3014-051503)**

**THIS INDENTURE**, made by and between **DEPARTMENT OF REDEVELOPMENT OF THE CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF THE DEPARTMENT OF REDEVELOPMENT, BY AND THROUGH ITS GOVERNING BODY, THE SOUTH BEND REDEVELOPMENT COMMISSION**, whose address is 1400 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601 (hereinafter referred to as "GRANTOR"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana Corporation, whose post office address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana 46801 ("GRANTEE").

**WITNESSETH**, that for One (\$1.00) Dollar and other good and valuable consideration in hand paid, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor does hereby grant and convey to Grantee a **FIFTEEN FOOT (15) FOOT WIDE RIGHT-OF-WAY AND EASEMENT (see Exhibit "A" attached hereto for the specific dimensions and location identification)** for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of underground facilities and equipment for the transmission of electrical energy and for communication purposes in, on, along, under, over, across, and through the said easement, which easement is located on the following described **REAL ESTATE**, to-wit:

A parcel of land in the Southwest Quarter of Section 12, Township 37 North, Range 2 East, situated in Portage Township, St. Joseph County, Indiana, and more particularly described as follows:

Lot 4 of the Plat of Coveleski Park Minor Subdivision recorded on February 11, 2015, as Document No. 1503430, in the Office of the Recorder of St. Joseph County, Indiana.

Being the same (or a part of the same) property conveyed to DEPARTMENT OF REDEVELOPMENT OF THE CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF THE DEPARTMENT OF REDEVELOPMENT, BY AND THROUGH ITS GOVERNING BODY, THE SOUTH BEND REDEVELOPMENT COMMISSION by Quit Claim Deed recorded as Document No. 1512713 on May 27, 2015, in the Office of the Recorder of St. Joseph County, Indiana.

**TOGETHER** with the right of ingress and egress to, from, and over said premises, and also the right to cut, trim, and/or remove any trees or bushes which may endanger the safety or interfere with the construction, maintenance, or use of said facilities.

**GRANTEE** shall promptly repair or replace all physical damage on the premises proximately caused by the construction, operation, and maintenance of Grantee's facilities.

**GRANTOR** warrants that no structure or building shall be erected upon said easement.



**AFTER** the completion of said system, the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without the written prior consent of Grantee.

**IT IS AGREED** that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors, and assigns.

**THE UNDERSIGNED PERSON** executing this document on behalf of Grantor represents and certifies that he is duly authorized and has been fully empowered by the Grantor to execute and deliver this document; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

**IN WITNESS WHEREOF**, the Grantor has hereunto set his/her hand and seal.

DEPARTMENT OF REDEVELOPMENT OF THE CITY  
OF SOUTH BEND, FOR THE USE AND BENEFIT OF  
THE DEPARTMENT OF REDEVELOPMENT, BY AND  
THROUGH ITS GOVERNING BODY, THE SOUTH BEND  
REDEVELOPMENT COMMISSION

DATED: \_\_\_\_\_

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

\_\_\_\_\_, its \_\_\_\_\_  
(Please print your name and title on this line exactly as it appears above.)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS.  
  )

Before me, a Notary Public in and for said County and State, on \_\_\_\_\_, 20\_\_\_\_,  
personally appeared \_\_\_\_\_, the \_\_\_\_\_ of DEPARTMENT OF  
REDEVELOPMENT OF THE CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF THE DEPARTMENT OF  
REDEVELOPMENT, BY AND THROUGH ITS GOVERNING BOARD, THE SOUTH BEND REDEVELOPMENT  
COMMISSION and acknowledged execution of the foregoing document for and on behalf of said Grantor, and who,  
having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal.

*(SEAL)*

\_\_\_\_\_  
Notary Public, \_\_\_\_\_

\_\_\_\_\_ County, \_\_\_\_\_

My 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. Sylvia M. Durham

Prepared by: Sylvia M. Durham, Right of Way Agent, AEP – Indiana Michigan Power Company, 2929 W. Lathrop, South Bend, IN 46628 Phone: 574.283.1870

**EXHIBIT "A"**  
**EASEMENT IN181044-R, MAP 575**  
LT 4, COVELESKI PARK MINOR SUBDIVISION  
GRANTOR SOUTH BEND REDEVELOPMENT COMMISSION

**EASEMENT IN181044-R**  
**W/R 65671941**  
**DIM0171655**  
**JO0259 - 479, 3350**



**THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT**

This Third Amendment To Real Estate Purchase Agreement (this “Third Amendment”) is made effective as of September 13, 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 Franklin Street Technology Park LLC, an Indiana limited liability company with its principal place of business 814 Marietta Street, South Bend, Indiana 46601 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Buyer and Seller entered into that certain Real Estate Purchase Agreement, dated February 22, 2018 (“the “Purchase Agreement”), as subsequently amended on May 24, 2018 by that certain First Amendment to Real Estate Purchase Agreement (the “First Amendment”), and on June 28, 2018 by that certain Second Amendment to Real Estate Purchase Agreement (the “Second Amendment” and collectively, the “Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. Seller requires additional time to accommodate the removal of utility lines from the Property.

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

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

1. Section 10.A. of the Agreement shall be deleted in its entirety and replaced with the following: “Unless this Agreement is earlier terminated, the Closing shall be held at the office of the Title Company, and the Closing Date shall be a mutually agreeable date not later than Two Hundred Forty (240) days after the end of the Due Diligence Period.”

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

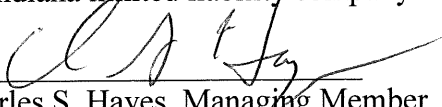
3. Capitalized terms used in this Third Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.

*SIGNATURE PAGE FOLLOWS*

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

BUYER:

Franklin Street Technology Park LLC,  
an Indiana limited liability company

  
\_\_\_\_\_  
Charles S. Hayes, Managing Member

SELLER:

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

\_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

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

**DEVELOPMENT AGREEMENT**

This Development Agreement (this “Agreement”), is effective as of September 13, 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 112 West Jeff LLC, an Indiana limited liability company (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

**RECITALS**

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

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

WHEREAS, the Developer owns certain real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto, commonly known as 119 West Wayne Street, South Bend, Indiana (collectively, the “Developer Property”); and

WHEREAS, the Developer has invested more than Two Million Seven Hundred and Fifty Thousand Dollars (\$2,750,000.00) in the Developer Property (the “Developer Investment”) and intends to invest additional funds as set forth herein; and

WHEREAS, the Developer Investment required an increase in parking fees at the Developer Property; nonetheless, the Developer accommodated the parking needs of the residents of Robertson’s Senior Apartments, a subsidized housing option for senior citizens located adjacent to the Developer Property, by providing lower cost parking to such residents; and

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

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

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

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

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

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

**SECTION 1. DEFINITIONS.**

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

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

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

1.3 Funding Amount. “Funding Amount” means an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.4 Private Investment. “Private Investment” means an amount no less than Seven Hundred and Fifty Thousand Dollars (\$750,000.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

**SECTION 2. INTERPRETATION, TERMS, AND RECITALS.**

2.1 Interpretation.

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

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

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

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

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

### **SECTION 3. ACCESS.**

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

### **SECTION 4. DEVELOPER’S OBLIGATIONS.**

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

#### 4.2 The Project.

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

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

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

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

4.5 Timeframe for Completion. The Developer hereby agrees to complete the Project and any other obligations the Developer may have under this Agreement by the date that is eighteen



(18) months after the Effective Date of this Agreement (the “Mandatory Project Completion Date”). Notwithstanding any provision of this Agreement to the contrary, the Developer’s failure to complete the Project or any other obligations the Developer may have under this Agreement by the Mandatory Project Completion Date will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.

4.6 Reserved.

4.7 Reporting Obligations.

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

(b) On or before December 31, 2018 and June 30, 2019, the Developer shall submit to the Commission a report demonstrating the Developer’s good-faith compliance with the terms of this Agreement. The report shall include the following information and documents: (i) a status report of the construction completed to date, (ii) an update on the project schedule, (iii) an itemized accounting generally identifying the Private Investment to date, and (iv) a status report of the number of jobs created for employment at the Developer Property.

4.8 Submission of Plans and Specifications for Project. Promptly upon completion of all plans and specifications for the Project, or changes thereto, the Developer shall deliver a complete set thereof to the Commission. The Commission may approve or disapprove said plans and specifications for the Project in its sole discretion and may request revisions or amendments to be made to the same.

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

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

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

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

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

**SECTION 5. COMMISSION'S OBLIGATIONS.**

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

5.2 Completion of Local Public Improvements.

(a) The Commission hereby agrees to complete (or cause to be completed) the Local Public Improvements described in Exhibit C attached hereto on a schedule to be reasonably determined and agreed to by the Commission and the Developer, as may be modified due to unforeseen circumstances and delays.

(b) Before any work on the Local Public Improvements will commence, (a) the Commission will have received satisfactory plans and specifications for the Project and approved the same in accordance with Section 4.8 of this Agreement, and (b) the Engineering Department will have received satisfactory bid specifications for the Local Public Improvements and approved the same in accordance with Section 4.10 of this Agreement.

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

(d) Notwithstanding anything contained herein to the contrary, in the event the costs associated with the Local Public Improvements are in excess of the Funding Amount, Developer, at its sole option, may determine to pay to the Commission the amount of the excess costs to permit timely completion of the Local Public Improvements by the Commission, or an agent of the Commission, which amounts shall be applied for such purpose. If Developer chooses not to pay any such excess costs of the Local Public Improvements (above the Funding Amount), the Commission may reduce the scope of the

Local Public Improvements to the amount which may be funded with the Funding Amount. In no event will the Commission be required to spend more than the Funding Amount in connection with the Local Public Improvements.

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

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

## **SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.**

6.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense, and in no event shall the Commission be required to bear the fees and costs of the Developer's attorneys nor shall the Developer be required to bear the fees and costs of the Commission's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section 6.1, which shall survive such invalidation, nullification, or setting aside.

## **SECTION 7. DEFAULT.**

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

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

7.3 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, none of the Parties shall be deemed to be in default where delays in performance or

failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of terrorism, restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environments regulations, contract defaults by third parties, or similar basis for excused performance which is not within the reasonable control of the Party to be excused (each, an event of "Force Majeure"). Upon the request of any of the Parties, a reasonable extension of any date or deadline set forth in this Agreement due to such cause will be granted in writing for a period necessitated by the event of Force Majeure, or longer as may be mutually agreed upon by all the Parties.

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

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

(a) The Project is a private development;

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

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

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

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

**SECTION 9. MISCELLANEOUS.**

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

9.2 Waiver. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

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

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

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

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

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

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

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

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

Developer: 112 West Jeff LLC  
54401 26<sup>th</sup> St.  
South Bend, Indiana 46635  
Attn: Brad Toothaker

With a copy to: Bradley Company  
Brad Toothaker  
Attn: Brad Toothaker

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

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

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

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

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

9.12 Assignment. The Developer's rights under this Agreement shall be personal to the Developer and shall not run with the land. The Developer may not assign its rights or obligations under this Agreement to any third party without obtaining the Commission's prior written consent to such assignment, which the Commission may give or withhold in its sole discretion. In the event the Developer seeks the Commission's consent to any such assignment, the Developer shall provide to the Commission all relevant information concerning the identities of the persons or entities proposed to be involved in and an explanation of the purposes for the proposed assignment(s).

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

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

112 WEST JEFF LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Partner



**EXHIBIT A**

**Description of Developer Property**

Lots 289, 290, and 291 of the Original Plat of the Town of South Bend

EXHIBIT B

**Project Plan**

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

1. Repairs to the elevator, tower, and roof; and
2. Renovations to the façade, lighting, and paint; and
3. Improvements to the lower level retail space.

## **EXHIBIT C**

### **Description of Local Public Improvements**

The Commission will complete, or cause to be completed, the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations: Repairs to the elevator, tower, and/or roof; and/or renovations to the façade, lighting, and/or paint.

**EXHIBIT D**

**Form of Easement**

## GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the 13<sup>th</sup> day of September 2018 (the "Effective Date"), by and between 112 West Jeff, an Indiana limited liability company (the "Grantor"), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the "Grantee").

### WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the "Easement") on, in, over, under and across the real property described in attached Exhibit 1 (the "Property") for the construction, equipping, and delivery of certain improvements on the Property (the "Local Public Improvements"), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Development Agreement by and between Grantor and Grantee, dated September 13, 2018 (the "Development Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

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

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

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

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

GRANTOR:

112 WEST JEFF LLC

[Signature]

Printed: \_\_\_\_\_

Its: Managing Partner

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared 112 West Jeff LLC, to me known to be the Managing Partner of the Grantor in the above Grant of Temporary Easement, and acknowledged the execution of the same as the Grantor's free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 11<sup>th</sup> day of September, 2018.

MARY C. BRAZINSKY  
Seal Mary Brazinsky  
Notary Public - State of Indiana  
St Joseph County  
My Commission Expires Dec 12, 2024  
\_\_\_\_\_, Notary Public  
Residing in St Joseph County, IN

My Commission Expires: 12-12-2024

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

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.

EXHIBIT 1

Description of Property

Lots 289, 290, and 291 of the Original Plat of the Town of South Bend

## EXHIBIT E

### Minimum Insurance Amounts

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



**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement (this “First Amendment”), is effective as of September 13, 2018 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Wayne Street Associates, LLC, an Indiana limited liability company (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Parties entered into that certain Development Agreement dated October 27, 2016, (the “Development Agreement”), concerning the Developer’s development and rehabilitation of certain elements of the Developer Property in order to create Class A office space.

B. In accordance with and subject to the terms of the Development Agreement, the Commission agreed to expend no more than Two Hundred Fifty Thousand Dollars (\$250,000.00) (the “Funding Amount”) to complete certain Local Public Improvements (the “LPI”) in support of the Developer’s construction on the Developer’s Property.

C. Bids were solicited and received for the LPI in accordance with Section 5.2(c) of the Development Agreement, and all change orders were submitted to the City of South Bend, Indiana, Board of Public Works (the “Board”) for approval.

D. The LPI were inspected by the Engineering Department, which verified that an overage in the amount of Seventeen Thousand Seven Hundred Sixty-Nine and 20/100 (\$17,769.20) was incurred (the “Overage”).

E. In accordance with Section 5.2(d) of the Development Agreement, the Developer has agreed to pay the Overage in the manner 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, which defines the Commission’s Funding Amount, the term “Two Hundred Fifty Thousand Dollars (\$250,000.00)” shall be deleted and replaced with the term “Two Hundred Sixty-Seven Thousand Seven Hundred Sixty-Nine and 20/100 Dollars (\$267,769.20).”

2. The Developer hereby expressly reaffirms its obligation under Section 5.2(d) of the Development Agreement to pay all costs of completing the LPI, in excess of the Funding Amount, as such amount is hereby amended.

3. As an inducement for the Commission’s increase of the Funding Amount under this First Amendment and as a further assurance to the Commission pursuant to Section 9.12 of the Development Agreement, within five (5) days after the Effective Date of this First Amendment, the Developer (or the Developer’s designee) will submit to the Commission certified funds in the amount of Seventeen Thousand Seven Hundred Sixty-Nine and 20/100 Dollars (\$17,769.20), which

funds will be applied to any open LPI invoices in accordance with the ordinary payment practices of the Board and applicable laws.

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

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

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

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.

*SIGNATURE PAGE FOLLOWS*

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

COMMISSION:

CITY OF SOUTH BEND,  
DEPARTMENT OF REDEVELOPMENT

\_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

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

DEVELOPER:

WAYNE STREET ASSOCIATES LLC,

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

Name: Edward Bradley

Title: President



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: September 13, 2018  
FROM: Aaron Perri, Executive Director – Venues Parks & Arts  
SUBJECT: Budget Request (Howard Park)

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

PURPOSE OF REQUEST: River East TIF Funding for Howard Park

Specifics: In 2015, a plan was conceived to remove and replace the 50+ year old Howard Park ice skating rink, which had far exceeded its useful life expectancy. At that time, the strategy was a simple repair and replacement of the rink, without any other consideration for the entirety of Howard Park or the adjacent riverfront parks and trails. The estimate for the original basic project was \$1.5 million, to be funded by the River East TIF. After a 9-month community visioning process and 12-month design process, we now have a more comprehensive framework for the shared community spaces along the river. The City of South Bend is also now the beneficiary of nearly \$12 million worth of private grants and partnership funding to implement these plans.

The request before you will leverage those private dollars in addition to \$1.9 million from the River East TIF to be used specifically in the redevelopment of Howard Park. This is an \$18 million-dollar construction project which includes a new ice skating and interactive water feature, a signature playground, a new community center, an event lawn, improved accessibility, and enhanced site amenities.

In partnership with the Department of Community Investment as well the residents and stakeholders who have helped envision this project, we appreciate your support of this request.

INTERNAL USE ONLY: Project Code: 17J031 \_\_\_\_\_;  
Total Amount new/change (inc/dec) in budget: \$1.9M \_\_\_\_\_; 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. 3448**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
SETTING A PUBLIC HEARING ON THE APPROPRIATION OF TAX INCREMENT  
FINANCING REVENUES FROM VARIOUS ALLOCATION AREAS FOR THE  
PAYMENT OF CERTAIN OBLIGATIONS AND EXPENSES RELATED TO THEIR  
RESPECTIVE ALLOCATION AREAS FOR CALENDAR YEAR 2019 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 36-7-14, as amended (the “Act”); and

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

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

WHEREAS, the Commission will be presented with and will consider Resolutions No. 3449 through 3458, inclusively, for the appropriation of funds from the various allocation areas of the District (the “Resolutions”); and

WHEREAS, the Commission desires to hold a public hearing to discuss the Resolutions, which enable the Commission to pay certain expenses related to local public improvements anticipated for the calendar year 2019, as set forth more particularly 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.

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

1. The Commission desires to set a public hearing to discuss the Resolutions for the appropriation of the funds in the not-to-exceed amounts for the various allocation areas as set forth below:

Allocation Area and Fund	Resolution No.	Fund No.	Not-to-Exceed
River West Development Area	No. 3449	324	18,000,000
West Washington Development Area	No. 3450	422	900,000
River East Development Area	No. 3451	429	5,100,000

River East Residential Development Area	No. 3452	436	4,275,000
South Side Area #1 General	No. 3453	430	4,000,000
Redevelopment Pokagon	No. 3454	433	1,074,000
Certified Tech Park	No. 3455	439	625,000
Airport/Urban Enterprise Zone	No. 3456	454	50,000
Airport Bond Debt Service Reserve	No. 3457	315	14,000
Downtown Bond Debt Service Reserve	No. 3458	328	20,000
Totals			34,058,000

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 applicable laws, 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 October 11, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

3. 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 September 13, 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