



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, July 11, 2019 4:00 p.m.

227 W. JEFFERSON BLVD., 1300 SOUTH BEND, INDIANA

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, June 13, 2019
- B. Minutes of the Regular Meeting of Thursday, June 27, 2019

3. Approval of Claims

- A. Claims Submitted July 11, 2019

4. Old Business

5. New Business

- A. River West Development Area
 - 1. Real Estate Purchase Agreement with Donation (SJCPL) – D2
 - 2. Development Agreement (South Bend Mutual Homes PH. II) – D2
- B. West Washington/Chapin Development Area
 - 1. Budget Increase for Gemini (Washington/Colfax) -D2
- C. Other
 - 1. Professional Service Agreement (Baker Tilly) Umbaugh - All
 - 2. Resolution No. 3489 (Approving a Revised Schedule of Meeting Times in 2019)
-All

6. Progress Reports

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

7. Next Commission Meeting:
Thursday, July 25, 2019, 4:00 pm

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**

June 13, 2019
9:30 a.m.
Presiding: Marcia Jones, President

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:55 a.m.

1. ROLL CALL

- Members Present: Marcia Jones, President
Don Inks, Vice-President
Quentin Phillips, Secretary
Gavin Ferlic, Commissioner
Todd Monk, Commissioner
- Members Absent: Leslie Wesley, Commissioner
- Legal Counsel: Sandra Kennedy, Esq.
- Redevelopment Staff: David Relos, RDC Staff
Mary Brazinsky, Board Secretary - Absent
- Others Present: Daniel Buckenmeyer DCI
Chris Dressel DCI
Tony Sergio DCI
Charlotte Brach Engineering
Kyle Silveus Engineering
Zach Hurst Engineering
See Attendance Records Attached

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, May 23, 2019

Upon a motion by Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, May 23, 2019.

3. Approval of Claims

A. Claims Submitted June 13, 2019

Upon a motion by Vice-President Inks, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved the claims submitted on Thursday, June 13, 2019.

4. Old Business

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims June 13, 2019 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
Aecom	22,499.34	South Shore Line Station Alternatives Study
CSB Service, LLC	34,479.08	Berlin Place No. 2 Electrical, Mechanical & Plumbing Division A
D.C Byers Co.	217,611.75	Main & Colfax Parking Structure Repairs
Fuerbringer Landscaping	52,110.00	Landscaping & Irrigation Install for Shambaugh & Sons Bldg. on Carbonmill Dr,
DLZ	198.75	Sample-Sheridan Signal
Environmental Glass Inc.	14,798.62	Liberty Tower Exterior Renovations - Division
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Skyline Plastering, Inc.	187,055.00	Three Twenty at The Cascade-Exterior Insulation & Finish System
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Donohue	195.00	South Wellfield, Plant & Pressure Zone Improvements
Total	528,947.54	

5. New Business

A. Public Hearing

Mr. Dressel, Senior Planner Department of Community Investment gave a presentation regarding the TIF District adjustments. In the boundary adjustments he talked about adjusting our existing TIF boundaries for us to fund future priorities and planning initiatives in the new areas that are proposed for addition. The priority projects attached to the changes in the boundaries are infrastructure, community assets and other development projects. There are five TIF districts starting with Douglas Road, River East, River West, West Washington/Chapin and South Side Development Areas. All but Douglas Road are applicable for the conversation. Mr. Dressel outlined the additions and removed areas on the maps. The areas for adjustment fall into a few categories; areas annexed to the city, commercial corridor areas, and parks/community assets. A history of the development area, the location, activities, the goals and objectives were provided for each plan area. The description of the boundary, the statutory findings, acquisition of real property

South Bend Redevelopment Commission Regular Meeting – June 13, 2019

and procedure for amendment were provided. All these items are included to meet state requirements. For each district there is an update to the property list, which means, we are looking into the future five to ten years to see what areas are possible development areas. Properties placed on the acquisition list are not being placed there for the City to acquire them without the owner's approval. There will be no change in the property usage or taxes. If there is a conversation, it would be represented like any other conversation where there would have to be an acceptable agreement between both buyer and seller. There will be no taking of properties. The Redevelopment Commission does not possess the power to condemn properties through eminent domain. A financial impact analysis was prepared by an outside source that provides a view of what the impact is for the taxing districts ahead. A postcard was sent out to every property in the TIF districts. Our team also held several town hall meetings. The City also established a place on their website for this information. A notice was placed in the South Bend Tribune and letters were sent out to every impacted property, even if they had previously received information. We had at least 100 people that called in or stopped in our offices for more information. This process started on April 11, 2019 with a Declaratory Resolution which then went to the Area Plan Commission on April 16, 2019 where approval was provided. Common Council approved their Resolution on May 28, 2019 which has brought us to today's public hearing. We are here at the Redevelopment Commission on June 13, 2019 seeking approval for the Resolutions that are on today's agenda.

Commissioner Ferlic re-confirmed that the Redevelopment Commission does not have condemnation powers, which means, if the Redevelopment Commission approached you regarding your property, there would need to be a negotiation and ultimately if you choose not to sell, the City would not be able to purchase your property.

Mr. Dressel proceeded to give the same presentation using maps to the people in attendance that could not fit into the Common Council room.

Mr. Buckenmeyer again noted that the Redevelopment Commission does not have condemnation powers.

Mr. Relos stated that after Mr. Dressel's second time presenting to the attendees outside the Common Council room that we were going to start with the agenda. Mr. Relos noted that the notice of public hearing for today was published in the South Bend Tribune on May 31, 2019 and the notice of public hearing went out to the residents in the TIF districts on May 31, 2019. As of yesterday morning, there was one written remonstrance received whose property was not in any property district, so it was placed into each TIF district. We received remonstrances from one property that was in the South Side Development Area, one from West Washington/Chapin Development Area, two from the River East Development Area and six from the River West Development Area.

As we open the public hearing section, please limit your comments to three minutes regarding the item at hand. Should you have other questions, we ask that you contact the staff of Community Investment.

1. Karen Lock - 2202 Miami. If I choose to sell my property, do I reach out to the city first?

Mr. Relos answered no, but you can if you choose to. The city has a process through property acquisitions that is mandated by state law. For the record the Redevelopment Commission does not purchase properties with the hopes of renting them. We typically purchase properties that need to be redeveloped. If that is something you want to do, feel free to reach out to us, we will have a discussion and continue from there.

Mr. Buckenmeyer explained being on the acquisition list does not mean the city will be reaching out to you to purchase your property, nor does it mean if you offered it for sale that the city would be interested in purchasing it.

2. James Bernay – 1117 Mishawaka Avenue. My property is in the blue area what does that mean; also, I put \$7,000 worth of work into the property last year including a new parking lot, is this something I should bother doing?

Mr. Relos reiterated that the Redevelopment Commission does not seek out businesses to purchase their properties. We are not equipped to run a businesses. If you own a business and wish to continue to invest in it, we encourage you to do so.

Mr. Bernay states that he has had several people calling him in the last year interested in buying his business. If anyone is going to make some money it is going to be him. He still doesn't understand what the blue area means.

Mr. Buckenmeyer recommends that Mr. Bernay reach out to him, so he can further explain the blue area and what Mr. Dressel presented. He would also like to work with him regarding business along Mishawaka Avenue and matching façade grants. They can discuss his business at that time if he wishes.

3. Wendy McMillian – 1110 East State Street. The home next door to hers has been condemned for six months, it is dangerous and has stuff flying off it. She has called repeatedly asking when it will be demolished. I've been told it takes a month or two, it has been six. Do you want to own this one because you already own one next door? My second question is if there are a group of homes you want to buy but there are a few hold outs what are you going to do about it.

Mr. Relos asked Ms. McMillian to reach out to Community Investment, someone on the planning team and explain what has already been done. They will be able to give her further information about the properties. The Redevelopment Commission statutorily does not have eminent domain powers.

4. Ron Miller – 2521 Mishawaka Avenue. Is there a significance that I received

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two notices on the same property?

Mr. Relos stated, yes, some people received two letters because you are being newly included in a development area and also added to an acquisition list, you must be notified per state law. Along Mishawaka Avenue and some of the corridors we added the properties to the acquisition list, so statutorily we must send letters.

Ron Miller stated all the properties in the area have had the taxes raised based on the assessed value. Is the city going to pay based on the assessed value? His property went up \$12,000. It's not worth \$12,000 more but he will pay taxes on it. Is the city going to pay that price if they go to buy it?

Mr. Relos stated statutorily we must have two appraisals done. We take the average of the two and that is our beginning point. I can't say whether the appraisals will come in higher or lower than your assessed value.

Mr. Buckenmeyer stated the Redevelopment Commission can not speak to taxes and county issues. We recommend that you discuss that with the County Assessor's Office on the 3rd floor. If we have a property negotiation between private property and us, again we look at the two independent appraisals.

5. Marsha Shepherd – 2501 W Orange Street. My mom is in the River West Development Area. Who is the Commonwealth Development/Fat Daddy's?

Mr. Relos stated that is a later agenda item for today regarding a building downtown that was previously called Fat Daddy's. We are currently on agenda item 5A1. This public hearing is regarding the resolutions for the TIF areas.

Commissioner Ferlic noted there is no public hearing portion regarding the Fat Daddy's agenda item.

Marsha Shepherd was asked to make her statement now for the public item. She is wondering what the plan is for Fat Daddy's. She is talking about 2501 Orange Street.

Mr. Relos stated that she is talking about two different areas.

Mr. Buckenmeyer asked her to state what area she is asking about regarding development.

Marsha Shepherd is considered that it will now be coming commercial area on Orange and Linden.

Mr. Relos asked her to reach out to our department and we can sit down and show what is going on in each development. Please give Mr. Dressel your contact information so he can reach out.

6. Susan Nelson owns three properties along Mishawaka Avenue and received six

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letters 2 for each property. I'm missing the big picture. What is a TIF? Why would you want to have acquisition of these properties; I heard someone mention only if it is run down or needed to be improved. I would like an explanation of what they would do with the properties to develop them if they had them.

Mr. Dressel stated what we are talking about are the development areas that are different colors on the map shown to everyone earlier. What the maps showed is where the TIF areas are located now and when we change the boundaries of the TIF. What is the advantage? Having properties in the development area allows us to use an additional source of funds (TIF). These funds are set aside from property tax revenues in such a way they can only be used in the development areas vs. property tax funds that can be used everywhere. The advantage of being added to a development area is now we can use this special tool to make good investments. We are not targeting individual parcels on blocks.

Susan Nelson asks, what is the disadvantage?

Mr. Dressel stated that there is no difference in your tax only how the taxes can be used.

President Jones asked if there was anyone else from the public wishing to speak.

President Jones closed the public portion of the hearing.

President Jones opened the meeting to Commissioners.

Commissioner Ferlic thanked Chris Dressel, Dan Buckenmeyer and David Relos. The main point is that Redevelopment Commission does not have condemnation authority and that any acquisition would need to be agreed on by both parties.

President Jones noted that some of the questions asked will answer strategy and timelines. Some of the benefits of being in a TIF district are that dollars are spent doing things such as infrastructure and improvements. Streets, sidewalks and parks all are improved with the use of TIF dollars. President Jones stated that she has lived in TIF districts and has benefited from them.

1. Confirming Resolution No. 3485 River West Development Area

Mr. Dressel presented Confirming Resolution No. 3485 River West Development Area.

President Jones opened Resolution No. 3485 to the public.
No one from the public stepped forward.

President Jones closed the public portion of this hearing.

President Jones opened the meeting to Commissioners.

Upon a motion by Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Confirming Resolution No. 3485 River West Development Area submitted on Thursday, June 13, 2019.

2. Confirming Resolution No. 3486 River East Development Area

Mr. Dressel presented Confirming Resolution No. 3486 River East Development Area.

President Jones opened Resolution No. 3486 to the public.
No one from the public stepped forward.

President Jones closed the public portion of this hearing.

President Jones opened the meeting to Commissioners.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved Confirming Resolution No. 3486 River East Development Area submitted on Thursday, June 13, 2019.

3. Confirming Resolution No. 3487 South Side Development Area

Mr. Dressel presented Confirming Resolution No. 3487 South Side Development Area.

President Jones opened Resolution No. 3487 to the public.

1. Managing Broker at PPM Realty at 2955 McKinley and is here on behalf of Delta One Property which owns 112 W Indiana, 114 W Indiana, 1601, 1609 and 1619 Michigan Street where there is the old Bonnie Doone Restaurant was. We are in agreement with the TIF areas. We are battling with BPW on the alley way.
2. Sharon McBride, 415 E Broadway Street, Representative of South Bend Common Council and is in support of Resolution No. 3487 for the South Side.

President Jones closed the public portion of this hearing.

President Jones opened the meeting to Commissioners.

Upon a motion by Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Confirming Resolution

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No. 3487 South Side Development Area submitted on Thursday, June 13, 2019.

4. Confirming Resolution No. 3488 West Washington Chapin Development Area

Mr. Dressel presented Confirming Resolution No. 3488 West Washington Chapin Development Area.

President Jones opened Resolution No. 3488 to the public.
No one from the public stepped forward.

President Jones closed the public portion of this hearing.

President Jones opened the meeting to Commissioners.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved Confirming Resolution No. 3488 West Washington Chapin Development Area submitted on Thursday, June 13, 2019.

1. Greta Clays from Greta's Bridals 1130 Lincolnway East. When are the removal of the TIFs in the gray area are removed and when are the new areas going to be present.

Mr. Relos stated that the new areas will have a base assessment date of January 1, 2019.

B. River West Development Area

1. Purchase Agreement (Commonwealth Development LLC – Fat Daddy's)

Mr. Relos presented a Purchase Agreement (Commonwealth Development LLC – Fat Daddy's). This is for the purchase of the property formerly known as Fat Daddy's. The property has been through the disposition process in July 2017. We received one bid from Commonwealth Development that depended on state tax credits. They did not receive the tax credits at that time. They are still interested and have applied for the state tax credits once again. The agreement before the Commission has a purchased price of \$45,000 which was the purchase price in 2017. It will be contingent on the awarding of low-income housing tax credits. The City planner has approval over the building layout and facade. Building completion is within three years. It is a private investment of \$8.3M. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Purchase Agreement (Commonwealth Development LLC – Fat Daddy's) submitted on Thursday, June 13, 2019.

C. River East Development Area

1. Budget Request (East Bank Trail Sinkhole)

Mr. Relos presented a budget request for the East Bank Trail Sinkhole. During last year's historic river level, a sinkhole was created along the East Bank Trail just south of La Salle St. To our best determination the sinkhole was caused by unknown infrastructure from the 1880's when the area was a mill. On April 15, 2019 BPW awarded a contract to address the sinkhole and safely investigate the nature of it. When they were able to award the contract, they had to dig out the hole and did find an underground channel that ran approximately 30' to the east towards a parking lot. To safely fill this permanently to hopefully never happen again; the large vault that was at the bottom was filled with flowable fill, causing the project to go over budget in the amount of \$9,265. Commission approval in that amount is requested.

Upon a motion by Vice-President Inks, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Budget Request (East Bank Trail Sinkhole) submitted on Thursday, June 13, 2019.

2. First Amendment (Greater Lowell Holdings Water/Fire Infrastructure)

Mr. Buckenmeyer presented First Amendment (Greater Lowell Holdings Water/Fire Infrastructure). In December 2017 the Commission provided support to rebuild and restore two historic buildings. The JC Lauber building and LaSalle Body Shop. Both projects have been underway for some time. This request is brought forward for the City to place a water and fire tap for the garage. We have a letter of intent from the Barcade, which is a new concept of a bar/arcade in the area, with a long-term lease to locate their new business there. We are asking for \$450,000 of TIF for the City to complete a water/fire tap local improvement to this area.

Frank Perri, spoke about the Barcade project as he has made several investments in this area. He knew the LaSalle Body Shop had possibilities and J2 Marketing came along and came up with the Bar/Arcade project. This is a promise to draw crowds from a larger area.

J2 Marketing states they were formally in Mishawaka and knew that they belonged in South Bend with new and upcoming big things. They thank the Commission for getting the attention of entrepreneurs like them to bring new and exciting things with new jobs.

Upon a motion by Secretary Phillips, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved First Amendment (Greater Lowell Holdings Water/Fire Infrastructure). submitted on Thursday, June 13, 2019.

3. Project Agreement (City, ND and Stephenson Mill)

Mr. Buckenmeyer presented Project Agreement (City, ND and Stephenson Mill). As I mentioned, Cascade (aka Wharf Partners), Stephenson Mills, Seitz Park and ND Hydroelectric project are all included in the easements here. We are

coordinating with the numerous parties. We are making sure everything will co-exist when everything is complete. This item allows Notre Dame and the City to use the parking lot for staging equipment and construction on the lot. The City is transferring the parking lot around Stephenson Mills and Central High School. Those entities have an exclusive easement over the parking lot which lets them be added to the tax roll. The City has arranged for temporary parking for the Stephenson Mills residents on the Wharf Partners property until August 2020 and thereafter an increased portion of the Stephenson parking lot. The City has also allotted a number of parking spaces to Stephenson Mills. The City along with Notre Dame will clean up and compensate Stephenson Mills if there is any structural damage. The City believes there is not a great risk here. The City will reimburse Stephenson Mills if there is any reduced rental income and they have provided us a base rental income.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved Project Agreement (City, ND and Stephenson Mill) submitted on Thursday, June 13, 2019.

4. Easement Termination (City, Wharf Partners and Stephenson Mill re. Seitz Park area)

Mr. Buckenmeyer presented Easement Termination (City, Wharf Partners and Stephenson Mill re. Seitz Park area). The property area around Seitz Park overlaps with easements and options to purchase. The agreement consolidates ownership to the deed holders and terminates many old easements, deed restrictions, etc.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission Easement Termination (City, Wharf Partners and Stephenson Mill re. Seitz Park area) submitted on Thursday, June 13, 2019.

5. Easement Agreement (City, Wharf Partners and Stephenson Mill re. Gintz Rd.)

Mr. Buckenmeyer presented Easement Agreement (City, Wharf Partners and Stephenson Mill re. Gintz Rd.). This agreement grants Stephenson Mills and Wharf Partners access from Colfax in to their sites though the private drive maintained by the City. This agreement provides an easement and the parking lot around Stephenson Mills for existing utilities to be maintained.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission Easement Agreement (City, Wharf Partners and Stephenson Mill re. Gintz Rd.) submitted on Thursday, June 13, 2019.

6. Easement Termination Agreement (City re. Central High Parking Lot)

Mr. Relos presented Easement Termination Agreement (City re. Central High Parking Lot). While there are no easements or City utilities at this site, Central High's attorneys asked for us to execute this document.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved Easement Termination Agreement (City re. Central High Parking Lot) submitted on Thursday, June 13, 2019.

7. Special Warranty Deed to Stephenson Mills

Mr. Buckenmeyer presented Special Warranty Deed to Stephenson Mills, to deed them the newly created Lot 2 of the Seitz Park Minor Subdivision.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved Special Warranty Deed to Stephenson Mills submitted on Thursday, June 13, 2019.

8. Special Warranty Deed to Central High

Mr. Buckenmeyer presented Special Warranty Deed to Central High, to deed them the parking lot around the Central High Apartments.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved Special Warranty Deed to Central High submitted on Thursday, June 13, 2019.

D. Other

1. Housing: Subordination Agreement with 1st Source Bank for loan in connection with the South Bend Home Improvement Program (Shannon L. Root, 1026 N. Adams Street)

Ms. Elizabeth Leonard Inks presented Subordination Agreement with 1st Source Bank for loan in connection with the South Bend Home Improvement Program (Shannon L. Root, 1026 N. Adams Street). We are subordinating a mortgage that we had for 20 years for \$3,400 on this property. The appraised value with the outstanding mortgages will cover all the city liability. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Subordination Agreement with 1st Source Bank for loan in connection with the South Bend Home Improvement Program (Shannon L. Root, 1026 N. Adams Street) submitted on Thursday, June 13, 2019.

6. Progress Reports

A. Tax Abatement

B. Common Council

1. Common Council is asking that the Redevelopment Commission change their meeting times moving forward. Please check with each other and get back to the Council with your decision.

C. Other

South Bend Redevelopment Commission Regular Meeting – June 13, 2019

7. Next Commission Meeting:

Thursday, June 27, 2019, 9:30 a.m.

8. Adjournment

Thursday, June 13, 2019, 9:34 a.m.

David Relos, Property Development Manager

Marcia Jones, President



South Bend

Redevelopment Commission

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

ATTENDEE SIGN-IN SHEET

South Bend Redevelopment Commission Meeting

Date: June 13, 2019

As a matter of complying with Title VI of the federal Civil Rights Act and as a condition of receiving federal financial assistance, as administered through the Indiana Department of Transportation, including federal financial assistance in connection with projects that may come before the Redevelopment Commission, the City of South Bend is required to collect certain identifying information regarding members of the public attending Redevelopment Commission meetings.

To assist the City in this effort, please do the following: (1) Print your full name and address **clearly and legibly** on the lines below. (2) Complete the 3 columns to the right of your name and address using the following letter codes:

- **W** (White/Caucasian), **B** (Black), **H** (Hispanic), or **O** (Other).
- **M** (male) or **F** (female)
- **D** (disabled), if applicable

Name (Please Print)	Business/Address	W,B,H or O	M or F	D
Phil Niswonger	741 S. 30th PNA	W	M	
KARL BOYLER	754 HARRISON	W	M	
Iveta Walker	920 SHERMAN	W	F	
Miguel Flores	1026 E. Bowman	W	M	
Sarah Stein	2314 Miami	W	F	D
Samuel Alameda	539 Parry St	H	M	
Susan Gillespie	620 Harrison	W	F	
Karla Cost	1521 Miami	W	F	
Mohid Al. Khalid	1902 S. Michigan	O	M	
James Hoover	2406 Mishawaka Ave	W	M	



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Redevelopment Commission

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- **D** (disabled), if applicable

Name (Please Print)	Business/Address	W,B,H or O	M or F	D
<i>Dodie B. Shuren</i>	<i>2501 W. Orange</i>			
<i>[Signature]</i>	<i>2713 Mishawaka Ave</i>	<i>O</i>	<i>M</i>	
<i>JAMES M. [Signature]</i>	<i>1635 Linden</i>			
<i>Dawn Felder-Chaney</i>	<i>1606 S. Michigan St.</i>	<i>W</i>	<i>F</i>	



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<u>Name</u> (Please Print)	<u>Business/Address</u>	<u>W,B,H or O</u>	<u>M or F</u>	<u>D</u>
Terion J. Krueger	1810 Miami St			
Eddie Bailey	2011 W. Linden Ave			
Jeff Hopkins	1521 . . .			
Andrew Mutzki	1530 S. Main Street			
Elizabeth PARVU	2211 S. Michigan 46613			
Joan Downs-Krosterko	849 Forest Ave.	W	F	
JASOW DUBOSIOWICZ	111 W. Bowling Ave		M	
Kevin Kopper	534 S Michigan			
William Stuycher	2305 Miami St	W		
Ayana Johnson	1003 LWW		F	
Markyle Pinkney	222 LaPorte	F		



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<u>Name</u> (Please Print)	<u>Business/Address</u>	<u>W,B,H or O</u>	<u>M or F</u>	<u>D</u>
David Barton	903 Sherman Ave	W	M	
Delta one	1619 South Michigan			
David Drabecki	607 N. Scott St	W	M	
PILA, INC/Marionville	309 Huey			
Sequitta Zwirzynski	610 N. HARKINSON			
Michael Leds	Building trades Hall			
Federico SUAREZ	2225 MIAMI ST			
Fengrong Ma.	1124 W Edly.			



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Redevelopment Commission

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

ATTENDEE SIGN-IN SHEET

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Date: June 13, 2019

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- **M** (male) or **F** (female)
- **D** (disabled), if applicable

<u>Name</u> (Please Print)	<u>Business/Address</u>	<u>W,B,H or O</u>	<u>M or F</u>	<u>D</u>
Rick Pusawem	1403 NORTHSIDE BLVD.	W	M	
Frank Agaschiro	131 S Taylor SB 46601	W	M	—
PAT GRING	1207 S MAIN	W	F	—
PAT GRING	1802 S MIAMI	W	F	—
JIM HIGHFIELD	1601 LWE	W	M	
MICHAEL FISCHER	741 N EDDY	W	M	—
Ronita Bigham	2517 W. ORANGE ST		B F	
Bob Banaszk	1245 Northside Blvd			
Dan Leitkam	1116 Oakside Ct.			
MARK KRAMER	812 E. LAKEITE			



South Bend

Redevelopment Commission

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

ATTENDEE SIGN-IN SHEET

South Bend Redevelopment Commission Meeting

Date: June 13, 2019

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<u>Name</u> (Please Print)	<u>Business/Address</u>	<u>W,B,H or O</u>	<u>M or F</u>	<u>D</u>
CALVIN MALONEY	3105 Mishawaka Ave	W	M	
Tony Sorgro	1919 So. Michigan		M	
Latonya Miller-Malone	122 Liberty		F	
MATTHE GEORGIS	7413 Indiana		F	
Murray Miller	1345 NORTH SIDE			
Jim & SUSAN NELSON	Properties of VALU	W	M/F	
CLIFF HAWKINS	3201 MISHAWAKA AVE	B	M	
Pete Tallea	2537 Grape	W	M	
Marta Claeys	1130 Lincolnway ESB	OW	F	



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PATTI RUSSWURM	1405 Northside Blvd	W	F	
SUZY PIUGI'S	2917 Mish Ave	W	F	
SUZY PIUGI'S	2917 Mish Ave	W	F	
Sonia White	P.O. Box 3174, SB, IN (2110 Linden St)	B	F	
KIM E. EGENDORFER	3023 MISHAWAKA AV	W	M	
Samuel L. Brown	230 N. Sadie South Bend, Ind 46628			
Felix Bueno	1820 S. Mich. Ex		M	
KENNY KEUT	15398 ROSCOMMON	—	—	—



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<u>Name</u> (Please Print)	<u>Business/Address</u>	<u>W,B,H or O</u>	<u>M or F</u>	<u>D</u>
Doug Feltes	1345 Northside Bl	W	M	D
FARRIN ^{CARMEN} DUFFALL	217 E. Calvert		M	
Romulo Merino	3024 Mishawaka Ave.		M	
Romulo	3028 Mishawaka Ave.		M	
Romulo	907 S. 31 st St.		M	
Holladay Properties	300 S. St Louis	W	F	
Georgia Maeon	137 S. Bendy D.		F	
Riley Molin	519 Howard St	W	F	
Nardis Goodé	1406 Miami St	W	F	
U. BELIO CALDERON	433 Harrison Av		M	
Evelyn S. Barton	904-906 Shetman	W	F	

Free



South Bend

Redevelopment Commission

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Hardy & Rose Lee	408 N Eddy St	W	M	
ESTEPHAN AWAD	416 N. Martin L.K.			
KAREN LOCKE	2022 Miami	W	F	
Linda + Juan Alicia	534 N. Scott St		M/F	
C. KRAVIG	1439 Partridge	W	M	
Jeri Garrison	3620 Mish Ave	W	F	
Joseph Mcmillen	1110 E. Dayton St.	W	M	
Gerard Hunt	1020 TABOT			
Jo Allen	1310 S. Main St			
Carlos Rodriguez	1407 Miami St			
Floyd Tyes	1683 Linden ave		M	



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Name (Please Print)	Business/Address	W,B,H or O	M or F	D
James Hallinger	3222 Michurka av	W	M	
JANE HUNTER	ST. JAMES	W	F	
Judy Annis	401 E Calvert	W	F	
Chnell Annis	401 E Calvert	W	M	
BRIAN GRANTZ	117 N LAFAYETTE BLVD	W	M	
Gong Yin Le	116 W. Donald street	O	F	
Rebecca Ford	120 W Donald ST SB IN 2206 S. MAIN ST	W	F	
Marnie Northern	108 N. meade st	B	M	
Beverly Betts	1635 W. Linden Ave.	B	F	
Robert Parker	1635 W Linden Ave	B	M	
WILHE. MARTHA SPENCER	2521 W ORANGE	D	F/M	



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- **D** (disabled), if applicable

<u>Name</u> (Please Print)	<u>Business/Address</u>	<u>W,B,H or O</u>	<u>M or F</u>	<u>D</u>
Alberta Jackson-Brown	230 Huey ST	B	F	D
Ben + Jenny Francis	1024 Quinley St		M	
Sally + Tim Elston	1324 So Michigan ST	W	F M	
DAMIAN D. DIETER	1608 PORTAGE AVE	W	M	
DOROTHY EANDX	1635 Linden Ave	B	F	
BONNIE GATHRIGHT	2801 TOMAHAWK TRL	B	F	
JESSIE L. GATHRIGHT	2801 TOMAHAWK TRL	B	F	
DOROTHY M. KENNEDY	142 S. DUNDIE ST.	W	F	
Jerry Ivacic	3019 S. Michigan	W	M	
Charlotte Bridges	222 So. Dundee	B	F	
Ronald L. Miller	2521 Mishawaka Ave	W	M	



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- **M** (male) or **F** (female)
- **D** (disabled), if applicable

<u>Name</u> (Please Print)	<u>Business/Address</u>	<u>W,B,H or O</u>	<u>M or F</u>	<u>D</u>
Dennis R Whittaker	930 S. 30th Street	W	M	
Cory L. Cathright, Sr	2427 Harrison Avenue	B	M	
Pablo Franco	128 E Milton St		M	
Dick & Sharon Hendrickson	K.SOM 915 S. 28th			
Larry Cole	3418 MISHAWAKA AVE	W	M	
Kevin McCloughan	134 S. N. S. Blvd S13		M	
Chas Weber	2955 McKusky	W	M	
Debra L Wray	2123 - 2113 Miami St	W	F	
Mary Morris	1519 Turtle Creek Dr	W	F	
Alyssa Amperken	14 Fisher Lake res.	B	F	
Bruce Crumley	743 SHERMAN		M	



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<u>Name</u> (Please Print)	<u>Business/Address</u>	<u>W,B,H or O</u>	<u>M or F</u>	<u>D</u>
Sharee Odum SINGH BHORA	Odum Community Dev	B	F	
Erikka Martinez	118 Dundee	H	F	
Yesenia Martinez		H	F	
JAMES Breway	1117 Mishawaka		M	
Jorge Huizar	1333 Howard.			
Escarrega Maria	2634 Holland ST	H	F	
Melanea Valdez	2613 Holland ST	H	f	



South Bend
Redevelopment Commission
227 West Jefferson Boulevard, Room 1308, South Bend, IN

**SOUTH BEND REDEVELOPMENT COMMISSION
REGULAR MEETING**

June 27, 2019
9:30 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:31 a.m.

1. ROLL CALL

- | | | |
|----------------------|---|--|
| Members Present: | Marcia Jones, President
Don Inks, Vice-President
Quentin Phillips, Secretary
Gavin Ferlic, Commissioner | |
| Members Absent: | Todd Monk, Commissioner
Leslie Wesley, Commissioner | |
| Legal Counsel: | Sandra Kennedy, Esq. | |
| Redevelopment Staff: | David Relos, RDC Staff
Mary Brazinsky, Board Secretary | |
| Others Present: | Daniel Buckenmeyer
Tim Corcoran
Tony Sergio
Kyle Silveus
Zach Hurst
Conrad Damian
Samantha Dowls
Marty Wolfson
Judy Shumer
Yolanda Hubbard
Benjamin Horner
Nick Licina
Jo M. Broden
Rarin Horner | DCI
DCI
DCI
Engineering
Engineering
718 E Broadway
427 Camden St
809 Park Ave
1406 Chester
Merit Badge Boy Scouts
Merit Badge Boy Scouts
315 Corby
SBCC Member 201 W Nshore
59199 Magnolia Road |

2. Approval of Claims

A. Claims Submitted June 27, 2019

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims June 27, 2019 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
United Consulting	634.49	Coal Line Trail Ph I & II Right of Way Services
Abonmarche	29,900.00	Western Ave Streetscape from Falcon St. to Dundee St.
Troyer Group	2,640.00	Brick/Cleveland Pavement Replacement
Fuerbringer Landscaping & Design, Inc.	52,110.00	Lot 12 US 31 Industrial Park- Landscape
Aecom	6,824.00	South Shore Station Downtown
R & R Excavating, Inc.	105,475.00	Fat Daddy's Building Demolition
Hardman Construction, Inc.	242,487.50	Main and Jefferson Earthwork
Majority Builders Inc.	55,389.12	Technology Resource Center @ Catalyst 2
C & S Masonry Restoration LLC	31,492.25	Lafayette Building Skylight & Masonry Repairs
Rieth Riley Construction Co.,	93,437.50	Berlin Pl Site Concrete, Landscape Plantings and Bldg, #4 Roof Pavers Division B
IDEM	56.25	Oliver Plow
<u>422 WEST WASHINGTON DEVELOPMENT AREA</u>		
Paul's Welding, Inc.	123,500.00	Gemini at Washington-Colfax Apartment Masonry & Stair Repairs Division B
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Precision Wall System	165,527.05	Three Twenty at The Cascade - Glazed Assemblies
Indiana Earth, Inc.	13,315.20	Three Twenty at The Cascade - Site Utilities (Water & Storm)
Fidelity National Title	25,255.50	Wire Transfer Closing Costs on Stephenson Mill Associates, LLC
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
HRP Construction, Inc.	292,026.96	Miami St Basin Drainage Improvements
Peerless Midwest Inc.	11,450.00	Erskine Well Variable Frequency Dr.
<u>TIF PARK BOND CAPTIAL</u>		
Lawson Fisher Associates	2,608.50	Parks Improvements Program Manager
Total	1,254,129.32	

Upon a motion by Vice-President Inks, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved the claims submitted on Thursday, June 27, 2019.

3. Old Business

4. New Business

A. River West Development Area

1. Budget Request (South Bend Wayfinding Signage)

Mr. Corcoran presented a budget request for South Bend Wayfinding Signage. This is a request for Phase 1 of the City's Wayfinding Signage Plan. We are currently in the design process. When implemented, this plan will help enhance the City's overall economic development and tourism by educating visitors and residents in navigating South Bend. We are requesting \$60,000 out of River West, \$30,000 out of River East, and \$10,000 out of West Washington, which will be the primary locations of the signage. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Budget Request (South Bend Wayfinding Signage) submitted on Thursday, June 27, 2019.

2. Second Amendment to Buy and Sell Real Estate (618 Marion Street)

Mr. Relos presented the Second Amendment to Buy and Sell Real Estate (618 Marion Street). Mr. Relos stated that the city has a signed purchase agreement. This Second Amendment is to extend the closing date another 45 days. Commission approval is requested.

Upon a motion by Vice-President Inks, seconded by Secretary Phillips, the motion carried unanimously, the Commission Second Amendment to Buy and Sell Real Estate (618 Marion Street) submitted on Thursday, June 27, 2019.

3. Agreement to Buy and Sell Real Estate (117 S. William)

Mr. Relos presented the Agreement to Buy and Sell Real Estate for 117 S. William. This property is a paved parking lot containing approximately 56 parking spaces. The parking lot is near Commission owned properties, which could be helpful for the redevelopment of those sites. There will be a 30-day due diligence period with 30 days to close afterwards. The purchase price is \$78,000. Commission approval is requested.

Upon a motion by Secretary Phillips, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Agreement to Buy and Sell Real Estate (117 S William) submitted on Thursday, June 27, 2019.

4. Budget Request (Demolitions)

Mr. Relos presented a budget request in the amount of \$20,000 for demolition and site clearing of several properties in River West. This includes three houses at the entrance to City Cemetery, one at 618 N Scott and 607 – 611 W. Marion. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Confirming Resolution No. 3488 West Washington Chapin Development Area submitted on Thursday, June 27, 2019.

B. River East Development Area

1. Budget Request (Property Transfer Costs)

Mr. Relos presented a budget request for property transfer costs. When the Commission last met on June 13th a Project Agreement was approved between various parties who have projects or property in the Seitz Park area, enabling the projects to move forward and Seitz Park to be enlarged. This budget covers costs associated with the property transfers covered by that Agreement. Commission approval of \$26,000 is requested.

Upon a motion by Secretary Phillips, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Budget Request (Property Transfer Costs) submitted on Thursday, June 27, 2019.

5. Progress Reports

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

1. Common Council Resolution

Commissioner Ferlic presented Common Council's recommendation of a time change for the Redevelopment Commission meetings. We are looking to open the time for more residents to come to the meetings.

Upon a motion made by Commissioner Ferlic, and seconded by Vice-President Inks, the Commission approved to change the July 11th meeting time to 4:00 pm, approved on June 27, 2019.

2. Commerce Center Update

Mr. Buckenmeyer presented an update regarding the Commerce Center. Commissioner Monk had requested an update. On January 12, 2017 the Redevelopment Commission approved a Development Agreement for the Commerce Center. On May 29, 2019 an amendment was presented. We have received letters regarding the amendment, these letters were presented to the Commerce Center as well as Commission and Council. It is the city's intent to carry forward this amended agreement. The Commerce Center is currently working with the Department of Community Investment, Engineering and our Legal Departments. We want the project to succeed. Given that there have been concerns with the project, we have brought people from every department and met with the construction folks on this project. Every time a deadline is missed in one department, it pushes the project weeks behind in the next. We will continue to work with the developer to carry this project forward.

Commissioner Ferlic stated that the Common Council has met with Dave Matthews for an update. He also notes that RDA was in agreement.

6. Next Commission Meeting:

Thursday, July 11, 2019, 4:00 p.m.

7. Adjournment

Thursday, June 27, 2019, 9:45 a.m.

David Relos, Property Development Manager

Marcia Jones, President

REDEVELOPMENT COMMISSION Redevelopment Commission Claims July 11, 2019 for approval	Claims submitted	Explanation of Project
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
Niezgodski Plumbing	35,270.65	Lafayette Building Drain
Peerless Midwest Inc.	145,244.00	Cleveland Well Fields Refurbishments
Environmental Glass Inc.	7,411.91	Liberty Tower Exterior Renovations - Division C
Epoch	27,457.00	Technology Resource Center
South Bend Tribune	69.82	Notice to Bidders Drewry Brewery
GLC	124,168.40	Refund to Developer
Almac-Sotebeer, Inc.	35,975.00	Lot 12 US 31 Industrial Park-Asphalt Paving
<u>422 WEST WASHINGTON DEVELOPMENT AREA</u>		
Bokon Masonry	42619.85	Gemini at Washington-Colfax Apartment Masonry & Stair Repairs - Division B
South Bend Tribune	73.94	Notice to Bidders Gemini Site Improvements Bids
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Skyline Plastering, Inc.	138,690.50	Three Twenty at The Cascade - Exterior Insulation & Finish System
Rieth Riley Construction Co.,	237157.91	J.C. Lauber Site Improvements
South Bend Tribune	76.88	Notice To Bidders Commerce Center Architectural
Construction Ahead Exterior, Inc.	85,874.73	Three Twenty at The Cascade - Composite Wall
<u>435 FUND DOUGLAS TIF</u>		
DLZ	3,425.00	Douglas Rd Lift Station
Total	883,515.59	

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this “Agreement”) is made on July 11, 2019 (the “Contract Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Seller”) and the St. Joseph County Public Library (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

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

B. Buyer exists and operates as a public library pursuant to Ind. Code 36-12.

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

D. On November 14, 2013, Seller and Buyer entered into an Option Agreement for the purchase of the Property, which agreement set forth the terms and conditions of the purchase with specificity (the “Option Agreement”).

E. The Parties agreed to extend the term of the Option Agreement in a Memorandum of Understanding, made effective November 8, 2018 (the “Memorandum”), in which Buyer’s right to exercise its option to purchase the Property was extended through December 31, 2019.

F. By letter dated May 1, 2019, the Buyer notified the Seller that it wished to exercise the option pursuant to the terms of the Option Agreement.

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

1. PURCHASE PRICE

A. Purchase Price. Pursuant to Section 2(a) of the Option Agreement, the total purchase price for the Property is One Hundred Sixty-Three Thousand Two Hundred Dollars (\$163,200.00) (the “Purchase Price”).

B. Option Payment. In conjunction with the execution of the Option Agreement and pursuant thereto, Buyer made to Seller the option payment of Fifty-Two Thousand Five Hundred Thirty-Four Dollars (\$52,534.00), which amount shall be applied as a credit to the Purchase Price at the closing described in Section 4 below (the “Closing,” the date of which is the “Closing Date”).

C. Seller’s Donation. In furtherance of Buyer’s expansion, renovation, and improvement of the Main Branch of the Public Library located at 304 South Main Street, South

Bend, Indiana, as described more particularly in the Memorandum (the “Buyer’s Project”), and in accordance with Ind. Code Section 36-7-14-12.2(a)(3), the Seller has agreed to waive the remaining amount of the Purchase Price that is due to Seller in the amount of One Hundred Ten Thousand Six Hundred Sixty-Six Dollars (\$110,666.00).

2. **BUYER’S DUE DILIGENCE**

Buyer acknowledges that it completed its due diligence prior to exercising its option to purchase the Property and agrees that it finds the Property feasible for the Buyer’s Project, in accordance with the determinations set forth with particularity in the Option Agreement.

3. **PRESERVATION OF TITLE**

After the Contract Date, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller’s title (such matters are referred to as “Encumbrances”). Seller acknowledges that Buyer has selected a title company (the “Title Company”) and obtained, at Buyer’s sole expense, and intends to rely upon a commitment for title insurance on the Property (the “Title Commitment”) identifying all Encumbrances as of the Contract Date. Buyer acknowledges that it has no objections to the existing Encumbrances, which shall be considered “Permitted Encumbrances.”

4. **CLOSING**

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

B. **Closing Procedure.**

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

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

Notwithstanding any provision of this Agreement to the contrary, in the event this transaction is not completed, Seller shall have no liability for any of Buyer’s losses, damages, costs, or expenses of any kind, including attorney fees, incurred in connection with its proposed acquisition of the Property under the Option Agreement.

C. **Closing Costs.** Buyer shall pay the cost of the title policy and all of the Title Company’s title search, closing and/or document preparation fees, and all recordation costs associated with the transaction contemplated in this Agreement.

5. ACCEPTANCE OF PROPERTY AS-IS

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

6. TAXES

Buyer, and Buyer’s successors and assigns, shall be liable for any and all real property taxes assessed and levied against the Property with respect to the year in which the Closing takes place and for all subsequent years. Seller shall have no liability for any real property taxes associated with the Property, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes resulting in Seller’s liability therefor.

7. REMEDIES

Upon any default in or breach of this Agreement by either Party, the defaulting Party will proceed immediately to cure or remedy such default within ten (10) days after receipt of written notice of such default or breach from the non-defaulting Party, or, if the nature of the default or breach is such that it cannot be cured within ten (10) days, the defaulting Party will diligently and in good faith pursue and prosecute to completion an appropriate cure within a reasonable time, and the Parties shall agree to an appropriate extension of the Closing Date (the “Extended Closing Date”). In the event of a default or breach that remains uncured beyond the Extended Closing Date, the non-defaulting Party may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. All the Parties’ respective rights and remedies concerning this Agreement and the Property are cumulative.

8. COMMISSIONS

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

9. INTERPRETATION; APPLICABLE LAW

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

10. 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.

11. 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.

12. 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.

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.

14. ASSIGNMENT

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

15. BINDING EFFECT; COUNTERPARTS; SIGNATURES

All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed and delivered by Buyer and

Seller. This Agreement may be separately executed in counterparts by Buyer and Seller, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

16. AUTHORITY TO EXECUTE; EXISTENCE

The undersigned persons executing and delivering this Agreement on behalf of the respective Parties represent and certify that they are the duly authorized representatives of each and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done.

17. TIME

Time is of the essence of this Agreement.

[Signature page follows.]

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

BUYER:

ST. JOSEPH COUNTY PUBLIC LIBRARY

Printed:

Its:

Dated:

SELLER:

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Quintin Phillips, Secretary

EXHIBIT A

Description of Property

Parcel Key Nos. 018-3008-027802
 018-3008-0279
 018-3008-0280
 018-3008-0281
 018-3008-0282
 018-3008-028301

More particularly described as follows:

Parcel I: The South Twenty-one and Twenty-five Hundredths (21.25) feet of Lot Numbered 296 as shown on the recorded Original Plat of the Town, now City, of South Bend, together with the East Half of the vacated alley lying West and adjacent.

Parcel II: Lot Numbered 297 as shown on the Original Plat of the Town, now City, of South Bend, together with the North Half of the vacated alley lying South and adjacent and also together with the East Half of the vacated alley lying West and adjacent.

Parcel III: A lot or parcel of land 35 feet in width, North and South, taken off of and from the entire length of the North side of Lot Numbered 298 as shown on the Original Plat of the Town, now City, of South Bend, together with the South Half of the vacated alley lying North and adjacent and also together with the East Half of the vacated alley lying West and adjacent.

Parcel IV: A part of Lot Numbered 298 as shown on the Original Plat of the Town, now City, of South Bend, which part is described as follows: Beginning at a point Thirty-five (35) feet South of the Northeast corner of said lot; thence running South Fifteen and Five-sixths (15-5/6) feet; thence West One Hundred Sixty-five (165) feet to the West line of said lot; thence North, on said West line, Fifteen and Five-sixths (15-5/6) feet; thence East One Hundred Sixty-five (165) feet to the place of beginning, together with the East Half of the vacated alley lying West and adjacent.

Parcel V: A parcel of land Fifteen and One-Sixth (15-1/6) feet in width, taken off of the entire length of the South side of Lot Numbered 298, and another parcel of land Four (4) inches in width taken off of the entire length of the North side of Lot Numbered 299 as shown on the Original Plat of the Town, now City, of South Bend, together with the East Half of the vacated alley lying West and adjacent.

Parcel VI: A parcel of land Sixteen and One-half (16-1/2) feet wide taken off of the North side of Lot Numbered 299 as shown on the Original Plat of the Town, now City, of South Bend, excepting therefrom a strip of land Four (4) inches in width taken off of the entire length of the North side of said Sixteen and One-half (16-1/2) foot strip.

EXHIBIT B

Form of Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NOS. 018-3008-027802

018-3008-0279

018-3008-0280

018-3008-0281

018-3008-0282

018-3008-028301

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantor")

CONVEYS AND WARRANTS to the St. Joseph County Public Library, with an address at 304 S. Main Street, South Bend, Indiana (the "Grantee"),

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

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

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Commission's River West Development Area plan, as amended from time to time, and any design review guidelines associated therewith, as well as that certain Memorandum of Understanding, dated November 8, 2018, between the Grantor and the Grantee with respect to the development of the Property.

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

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that s/he is a duly authorized representative of the Grantor and has been fully empowered, by proper action of the governing body of the Grantor, to execute and deliver this deed, that the Grantor has

full corporate capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Quentin Phillips, Secretary

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of July, 2019.

Mary C. Brazinsky, Notary Public
Resident of St. Joseph County, Indiana
Commission expires: December 12, 2024

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

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

EXHIBIT A

Description of Property

Parcel Key Nos. 018-3008-027802
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Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: June 28, 2019
 FROM: Lory Timmer
 SUBJECT: Development Agreement (South Bend Mutual Homes PH. II)

PURPOSE OF REQUEST:

Staff is seeking approval of the attached Development Agreement between the South Bend Redevelopment Commission and South Bend Heritage Foundation, Inc. and Neighborhood Development Associates, LLC. The DA provides the project with \$805,000 of TIF investment to assist with the development of 24 new single-family homes on scattered vacant lots currently owned by the Urban Enterprise Association (UEA), the Near Northwest Neighborhood, Inc., and 466 Works. The effort will provide safe, decent, affordable housing on infill lots in the Near Northwest and Southeast neighborhoods.

The developers are seeking low income housing tax credits from the Indiana Housing and Community Development Authority (IHCDA). This is a competitive process, with the application to IHCDA due July 29, 2019, and awards announced in November 2019. In addition to tax credits, a conventional mortgage loan and Federal Home Loan Bank grant will finance the project. TIF funds are requested from the South Bend Redevelopment Commission to close the funding gap in the project.

Agreement highlights:

- Private investment of no less than \$8,000,000
- If the project is not awarded tax credits, the DA terminates November 30, 2019
- If tax credits awarded, project completion required (36) months after Effective Date of the Agreement
- Developer will pursue goal of contracting no less than 8% of total private investment with MBE and/or WBE contractors
- (24) single-family homes will be created for low-moderate income tenants as Phase II of the South Bend Mutual Homes Housing Co-operative

INTERNAL USE ONLY: Project Code: _____

Total Amount new/change (inc/dec) in budget: _____; broken down by:

Acct # _____ Amt: _____; Acct # _____ Amt: _____;
 Acct # _____ Amt: _____; Acct # _____ Amt: _____;

Going to BPW for Contracting? Y/N Is this item ready to encumber now? _____

Existing PO# _____ Inc/Dec \$ _____

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of July 11, 2019 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), South Bend Heritage Foundation, Inc., an Indiana non-profit corporation with its registered office at 803 Lincoln Way West, South Bend, Indiana 46616 (“SBHF”), and Neighborhood Development Associates, LLC, in Indiana limited liability company with its registered office at 724 W. Washington St., South Bend, Indiana 46601 (“NDA,” and together with SBHF, the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

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

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

WHEREAS, the Developer owns or will acquire twenty-four (24) parcels of real property that were included in the Blight Elimination Program or the 1000 Houses in 1000 Days Program (the “Programs”) such as those parcels described in Exhibit A, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (collectively, the “Developer Property”); and

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

WHEREAS, the Developer expects to fund the Project in part by obtaining and selling certain tax credits granted to the Developer by the Indiana Housing and Community Development Authority (the “IHCDA”) based on the Developer’s application to the IHCDA to be submitted on or before the IHCDA’s deadline of July 29, 2019; and

WHEREAS, the Developer Property is located within the corporate boundaries of the City of South Bend, Indiana (the “City”), within the River West Development Area or an area serving it as contemplated by Section 36-7-14-39(b)(3)(J) of the Act (together, 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 Eight Hundred Five Thousand Dollars (\$805,000.00) 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 Eight Million Dollars (\$8,000,000.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

SECTION 2. INTERPRETATION, TERMS, AND RECITALS.

2.1 Interpretation.

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

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

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

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

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

SECTION 3. ACCESS.

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

SECTION 4. DEVELOPER’S OBLIGATIONS.

4.1 Generally.

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

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

(c) The Parties further acknowledge that some of the parcels included in the Developer Property may change, subject to their availability for purchase. In such case, the Parties agree that so long as the parcels were included in the Programs, the Developer may provide the Commission, or the Department of Community Investment as its designee, with a list of the parcels to be removed and added to the Developer Property.

4.2 The Project.

(a) No later than August 31, 2020, the Developer will acquire fee simple ownership of all real property necessary to carry out each element of the Project Plan attached hereto as Exhibit B.

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

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

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

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

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

4.6 Reserved.

4.7 Reporting Obligations.

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

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

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

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

4.10 Specifications for Local Public Improvements. The Developer will be responsible for the preparation of all bid specifications related to the Local Public Improvements, and the Developer will pay all costs and expenses of such preparation, provided, however, that if the Commission pays any costs or expenses of such preparation, then the amount paid by the Commission will be deducted from the Funding Amount. The Developer will submit all bid specifications related to the Local Public Improvements to the City of South Bend Engineering Department (the “Engineering Department”). The Engineering Department may approve or disapprove said bid specifications for the Project in its sole discretion and may request revisions or amendments to be made to the same. The Commission shall not be required to expend the Funding Amount unless the Engineering Department has approved all bid specifications.

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

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

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

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

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

SECTION 5. COMMISSION’S OBLIGATIONS.

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

5.2 Completion of Local Public Improvements.

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

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

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

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

5.3 Tax Credit Contingency. Notwithstanding anything to the contrary contained herein, this Agreement will terminate, and the Commission will have no obligation to expend any portion of the Funding Amount or to complete any portion of the Local Public Improvements, in the event the Developer has not obtained an award of tax credits for the Project from IHCDA on or before November 30, 2019.

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

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

SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

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

SECTION 7. DEFAULT.

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

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

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

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

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

(a) The Project is a private development;

(b) None of the Commission, the Board of Public 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 Public 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 Public 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 Public 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 Parties acknowledge that the Local Public Improvements are subject to applicable public bidding and contracting laws, and the City, through its Board of Public Works (not the Developer) will be a party to any contract awarded through the public bidding and contracting process. The Developer agrees to indemnify, defend, and hold harmless the Commission, the Board of Public Works, and the City from and against any third-party claims suffered by the Commission, the Board of Public Works, or the City resulting from or incurred in connection with the Project, exclusive of the Local Public Improvements.

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

and

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

Commission: South Bend Redevelopment Commission
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
Attn: 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, provided, however, that the Developer may assign this Agreement to a legal entity formed specifically for carrying out the Project with IHCDA tax-credit financing upon giving written notice of such assignment to the Commission without the requirement of seeking the Commission's consent. In the event the Developer seeks the Commission's consent to any such assignment, the Developer shall provide to the Commission all relevant information concerning the identities of the persons or entities proposed to be involved in and an explanation of the purposes for the proposed assignment(s).

9.13 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:

Quentin Phillips, Secretary

SOUTH BEND HERITAGE FOUNDATION, INC.

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

NEIGHBORHOOD DEVELOPMENT ASSOCIATES, LLC

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

EXHIBIT A

Description of Developer Property

Site Number	Address	Tax ID	Zip Code	OWNER	Census Tract
1	1714 St. Joseph	018-7042-1666	46613	466 Works	30
		018-7042-1667	46613	466 Works	30
2	221 E. Dayton	018-7042-1658	46613	466 Works	30
3	513 E. Dayton	018-7048-1859	46613	466 Works	30
4	517 E. Dayton	018-7048-1858	46613	466 Works	30
5	521 E. Dayton	018-7048-1857	46613	466 Works	30
6	408 E. Dayton	018-7045-1735	46613	466 Works	30
7	224 Dubail	018-7032-1256	46613	Mount Carmel	30
8	404 Dubail	018-7033-1297	46613	Mount Carmel	30
9	Adjacent to 301 E. Dubail	018-7033-1301	46613	Mount Carmel	30
10	212 E. Dubail	018-7032-1259	46613	466 Works	30
11	902 N Allen	018-1085-3578	46616	NNN	6
12	1145 N Brookfield	018-2080-2896	46628	UEA	4
13	1306 N Brookfield	018-2083-3051	46628	UEA	4
14	914 N Cleveland	018-1086-3640	46628	NNN	6
15	903 N College	018-2072-2667	46628	UEA	4
16	1229 N Elmer	018-2086-3224	46628	UEA	4
17	917 N Elmer	018-2031-1028	46628	UEA	5
18	1329 N Huey	018-2087-3242	46628	UEA	4
19	1110 N Johnson	018-2078-2832	46628	UEA	4
20	749 N Lawndale	018-1082-3429	46628	NNN	6
21	913 N Lawndale	018-1089-3756	46628	NNN	6
22	1138 N Olive	018-2090-3369	46628	UEA	4
23	1530 Van Buren	018-1083-3458	46628	NNN	6
24	1101 N Elmer	018-2090-3402	46628	UEA	4

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:

Construction of no less than twenty-four (24) new single-family residences in the Near Northwest and Southeast Neighborhoods.

EXHIBIT C

Description of Local Public Improvements

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

EXHIBIT D

Form of Easement

GRANT OF TEMPORARY EASEMENT

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

WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the “Easement”) on, in, over, under and across the real property described in attached Exhibit 1 (the “Property”) for the construction, equipping, and delivery of certain improvements on the Property (the “Local Public Improvements”), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Development Agreement by and between Grantor and Grantee, dated _____, 2019 (the “Development Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

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

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

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

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

GRANTOR:

_____, an Indiana _____

Printed: _____

Its: _____

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

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

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

_____, Notary Public
Residing in _____ County, IN

My Commission Expires: _____

This instrument was prepared by _____.

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

EXHIBIT 1

Description of Property

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 |



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: July 10, 2019

FROM: Kyle Silveus, Assistant City Engineer

SUBJECT: Amendment to Gemini (Washington/Colfax)

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

PURPOSE OF REQUEST: Increase in funding amount of \$230,000 to cover higher than anticipated bids and the inclusion of water connection infrastructure in the amount of **\$230,000**.

The Commission and the Developer entered into a Development Agreement dated effective June 28, 2018. The Commission agreed to expend an amount not to exceed \$1,000,000 of tax increment finance revenues, with \$500,000 allocated for expenditure in 2018 and the remaining \$500,000 allocated for expenditure in 2019.

Bids were received and opened on June 11, 2019 for a portion of the improvements by the City of South Bend Board of Public Works, and the lowest responsive bid from a responsible bidder exceeded the Funding Amount. Additionally, the parties desire to include an amount in the Funding Amount Increase to accommodate the cost of water connection infrastructure for the Project.

In order to award the contract to the winning bidder the Board requires an increase in the Funding Amount of \$230,000 from the 2019 allocation, to be used solely for the contract award and water connection infrastructure.

INTERNAL USE ONLY: Project Code: _____;

Total Amount new/change (inc/dec) in budget: \$2300,000; Break down:
 Costs: Engineering Amt: _____; Other Prof Serv Amt _____;
 Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;
 Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____
 _____ . Going to BPW for Contracting? Y/N
 Is this item ready to encumber now? ___ Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: July 11, 2019

FROM: David Relos, Property Development Manager

SUBJECT: Professional Services Agreement – Baker Tilly (Umbaugh)
Annual TIF Neutralization

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

This proposal from Baker Tilly Municipal Advisors (formerly known as H. J. Umbaugh & Associates) is to provide professional services for the annual TIF Neutralization worksheets required by state law. These worksheet calculations are done for each TIF area, and are used to adjust the base assessed value for natural growth in property values.

For example, if the base assessed value of a TIF area was originally \$1,000,000 and the area had natural appreciation of 3%, or \$30,000, this amount would become part of the increment captured unless the base is adjusted.

After adjustment, this \$30,000 would be added to the base, which would now be \$1,030,000, allowing other taxing jurisdictions to maintain their tax base by capturing the natural appreciation of property. Increment captured by the TIF area should be a result of new development, not the natural appreciation in property values that pre-existed the TIF.

Staff requests approval of this professional services agreement in the amount of \$17,500.

INTERNAL USE ONLY: Project Code: _____;

Total Amount new/change (inc/dec) in budget: \$17,500; Breakdown:

Costs: Engineering Amt: _____; Other Prof Serv Amt Between all TIF areas per

Beth; Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: Land Improv

324-1050-460-42.01. Going to BPW for Contracting? Y/N

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

EXCELLENCE ACCOUNTABILITY | INNOVATION | INCLUSION EMPOWERMENT



June 21, 2019

now joined with
Springsted and Umbaugh

City of South Bend Redevelopment Commission
c/o Mr. David Relos, Department of Community Investment
227 W. Jefferson Blvd.
Suite 1400 S.
South Bend, IN 46601

Baker Tilly Municipal Advisors, LLC
8365 Keystone Crossing, Ste 300
Indianapolis, IN 46240
United States of America

T: +1 (317) 465 1500
F: +1 (317) 465 1550
bakertilly.com

Re: South Bend Redevelopment Commission - Proposed Financial Advisory Services

Dear Members of the Redevelopment Commission:

Thank you for requesting that Baker Tilly Municipal Advisors, LLC (the "Firm") provide to the City of South Bend Redevelopment Commission (the "Client") those services more fully set forth in Exhibit A hereto (the "Services").

Fees and Costs

Fees charged for work performed are generally based on hourly rates, as set forth in Exhibit B, for the time expended, a fixed amount or other arrangement as mutually agreed upon as more appropriate for a particular matter. Hourly rates for work performed by our professionals vary by individual and reflect the complexity of the engagement.

Disclosure of Conflicts of Interest with Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. Exhibit C sets forth the potential conflicts of interest associated with various forms of compensation. By signing this letter of engagement, the signee acknowledges that he/she has received Exhibit C and that he/she has been given the opportunity to raise questions and discuss the matters contained within the exhibit with the municipal advisor.

Billing Procedures

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement. Once our representation has been concluded or terminated, a final billing will be sent to you. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual agreement to a fixed fee, the actual fees incurred on any project may be less than or exceed the estimate. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

Termination

Both the Client and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and the Firm, the scope of services provided in Exhibit A will terminate 60 days after completion of the services in each Article.

Accountants' Opinion

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client personnel. The services provided may include financial advisory services, consulting services, and accounting report services such as compilation, preparation, and agreed upon procedures reports. Please see Exhibit A. We will not audit, review, or examine the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that

may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees to indemnify and hold us harmless for any liability and all reasonable costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The responsibility for auditing the records of the Client rests with the Indiana State Board of Accounts and the work performed by the Firm shall not include an audit or review of the records or the expression of an opinion on financial data.

Client Responsibilities

It is understood that the Firm will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Additional Services

Exhibit A sets forth the scope of the Services to be provided by the Firm. From time to time, additional services may be requested by the Client beyond the scope of Exhibit A. The Firm may provide these additional services and be paid at the Firm's customary fees and costs for such services. In the alternative, the Firm and the Client may complete a revised and supplemented Exhibit A to set forth the additional services (including revised fees and costs, as needed) to be provided. In either event, the terms and conditions of this letter shall remain in effect.

E-Verify Program

The Firm participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). The Firm does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

The Firm certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* the Firm is not now engaged in investment activities in Iran. The Firm understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly Municipal Advisors, LLC and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

Anti-Nepotism

Baker Tilly Municipal Advisors, LLC is aware of the provisions under Indiana Code §36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. Baker Tilly Municipal Advisors, LLC certifies that none of the owners of Baker Tilly Municipal Advisors, LLC is a relative of any elected Town Council Member of Town.

Telephone Solicitation Act Compliance

Baker Tilly Municipal Advisors, LLC certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly Municipal Advisors, LLC will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly Municipal Advisors, LLC further certifies that any affiliate or principal of Baker Tilly Municipal Advisors, LLC and any agent acting on behalf of Baker Tilly Municipal Advisors, LLC or on behalf of any affiliate or principal of Baker Tilly Municipal Advisors, LLC, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.

Municipal Advisor Registration

The Firm is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, the Firm is providing certain specific municipal advisory services to the Client. The Firm is neither a placement agent to the Client nor a broker/dealer.

The offer and sale of any Bonds shall be made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client agrees that the Firm does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof.

Mediation Provision

The Client and the Firm agree that if any dispute (other than our efforts to collect any outstanding invoice(s)) arises out of or relates to this engagement, or any prior engagement we may have performed for you, and if the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures (or such other administrator or rules as the parties may mutually agree) before resorting to litigation. The parties agree to engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall take place in Indianapolis, Indiana, or such other location as the parties may mutually agree. If the parties are unable to mutually agree on the selection of a mediator, the mediator shall be determined in accordance with the American Arbitration Association's Commercial Mediation Procedures. The results of any such mediation shall be binding only upon a written settlement agreement executed by each party to be bound. Each party shall bear its own costs and fees, including attorneys' fees and expenses, in connection with the mediation. The costs of the mediation, including without limitation the mediator's fees and expenses, shall be shared equally by the participating parties. Any ensuing litigation shall be initiated and maintained exclusively before any state or federal court having appropriate subject matter jurisdiction located in Indianapolis, Indiana.

Other Financial Industry Activities and Affiliations

Baker Tilly Investment Services, LLC ("BTIS") is an affiliate of the Firm. BTIS is registered as an investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act. BTIS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. BTIS may provide advisory services to the clients of the Firm.

BTIS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, an investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

City of South Bend Redevelopment Commission
c/o Mr. David Relos, Department of Community Investment
Re: South Bend Redevelopment Commission - Proposed Financial Advisory Services
June 21, 2019
Page 4


If the foregoing accurately represents the basis upon which we may provide Services to the Client, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

On March 1, 2019, H.J. Umbaugh & Associates, Certified Public Accountants, LLP ("Umbaugh") effected a business combination with Baker Tilly Virchow Krause, LLP, (Chicago, Illinois), a financial services and accounting firm ("Umbaugh/Baker Tilly Combination"). Baker Tilly Virchow Krause, LLP also effected a business combination with Springsted Incorporated, (Saint Paul, Minnesota), a municipal and management advisory firm, that became effective April 1, 2019. The municipal advisory business unit of Baker Tilly Virchow Krause together with Umbaugh and Springsted have formed and are operating as a wholly-owned subsidiary doing business as Baker Tilly Municipal Advisors, LLC.

If you have any questions, please let us know. We appreciate this opportunity to be of service to you and the City of South Bend Redevelopment Commission.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

By: 
Matthew R. Eckerle, Director

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

City of South Bend Redevelopment Commission

Date: _____

By: _____

Printed: _____

Exhibit A

Services Provided

Scope of Services

The Firm agrees to perform the following services for the South Bend Redevelopment Commission (the "Commission") with respect to all existing TIF Areas located within the City of South Bend (the "City"). Articles I and II below describe services to be performed.

Article I. Calculate Base Value Adjustments ("Neutralization") for Trending and General Reassessments

- A. Contact the County Auditor's office and, with its cooperation and based on information provided by the County Auditor and Assessor, assist in performing or checking calculations with respect to base value adjustments, including determining base value adjustment factors, appeal and tax rate assumptions, and captured assessed values in conjunction with annual Trending or General Reassessments. In performing this work, we rely on the accuracy of the information provided by the County Auditor and Assessor. We will not audit their information.
- B. If necessary, travel to the County Auditor's and/or County Assessor's offices to perform field work that may be required. Obtain new tax abatement information, a list of new developments, a list of demolished structures, a list of parcels with tax status changes, and outstanding appeals information (if available) for each TIF Area to use in the calculation. Compare resulting calculations to historical captured value.

Article II. Assist with Assessed Value Certification and Abstract Preparation

- A. Assist the County Auditor's office with the monitoring of captured assessed value amounts for each taxing district that are used during the assessed value certification process. If needed, assist the Auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to certification.
- B. Assist the County Auditor's office with the monitoring of captured assessed value amounts for each taxing district that are used in the preparation of the County Abstract. If needed, assist the Auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to the completion of the Abstract.

Exhibit B

Fees

The Firm's fees for services as set forth in Articles I and II of Exhibit A shall be billed at the Firm's standard billing rates based upon the actual time and expenses incurred. The total fee shall not exceed Seventeen Thousand Five Hundred Dollars (\$17,500) without prior approval from the Client.

Standard Hourly Rates by Job Classification 1/1/2019

Partners / Principals / Directors	\$240.00	to	\$550.00
Managers	\$200.00	to	\$325.00
Senior Consultants	\$150.00	to	\$250.00
Consultants	\$135.00	to	\$200.00
Municipal Bond Disclosure Specialists	\$120.00	to	\$190.00
Support Personnel	\$110.00	to	\$150.00
Interns	\$90.00	to	\$110.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by the Firm with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Exhibit C

Disclosure Statement of Municipal Advisor

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Firm's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- I. **Compensation-Based Conflicts.** The fees due under this Agreement are based on hourly fees of the Firm's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.
- II. **Other Municipal Advisor Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. This conflict of interest is mitigated by the general mitigations described above.

Exhibit C

Disclosure Statement of Municipal Advisor (cont'd)

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **How to Access Form MA and Form MA-I Filings.** The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001616995>.
- III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** The Firm has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

PART D – Rule G-10: Investor and Municipal Advisory Client Education and Protection

MSRB Rule G-10 requires that municipal advisors to notify their clients of the availability of a client brochure on the MSRB's website that provides information on the processes for filing a client complaint. Accordingly, the Firm sets out below the required information.

- I. The Firm is registered as a Municipal Advisor with the Securities and Exchange Commission (867-00880) and the Municipal Securities Rulemaking Board (K1027).
- II. The website address for the Municipal Securities Rulemaking Board is www.msrb.org.
- III. The website for the Municipal Securities Rulemaking Board has a link to a brochure that describes (i) the protections that may be provided by the Municipal Securities Rulemaking Board rules and (ii) describes how to file a complaint with an appropriate regulatory authority.

RESOLUTION NO. 3489**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
APPROVING A REVISED SCHEDULE OF REGULAR MEETING TIMES
FOR THE REMAINDER OF CALENDAR YEAR 2019**

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

WHEREAS, pursuant to Indiana Code § 36-7-14-8(g), the Commission may adopt the rules and bylaws it considers necessary for the proper conduct of Commission proceedings and the carrying out of the Commission’s duties; and

WHEREAS, Article IV, Section 1 of the Amended and Restated By-Laws of the South Bend Redevelopment Commission, effective July 16, 2015 (the “By-Laws”), provides that the Commission shall adopt a schedule of regular meetings at its first meeting each year; and

WHEREAS, Article VI, Section 2 of the By-Laws states that the Commission’s regular meeting shall be held without notice at 9:30 A.M., unless otherwise announced; and

WHEREAS, pursuant to Resolution 4796-19 of the Common Council of the City of South Bend, Indiana (“Council”), Council encouraged a change in the Commission’s meeting time from 9:30 A.M. to 4:00 P.M., effective July 1, 2019, in order to provide more citizens of the City of South Bend an opportunity to attend the Commission’s meetings; and

WHEREAS, the Commission desires and encourages the public’s attendance at its meetings and is willing to change its meeting time for the remainder of the 2019 calendar year in order to accommodate Council’s request; and

WHEREAS, Commission staff will continue to monitor attendance at the Commission’s meetings to determine and report to the Commission regarding the impact of the change in meeting time on the public’s attendance; and

WHEREAS, the Commission desires to approve and adopt the attached revised schedule of regular meeting dates and times for the remainder of calendar year 2019.

NOW, THEREFORE, BE IT RESOLVED by the South Bend Redevelopment Commission that:

1. The Commission approves and adopts as its regular meeting schedule for the remainder of calendar year 2019 the meeting dates and times stated in the schedule attached hereto as **Exhibit A**.
2. Unless otherwise announced, regular meetings shall be held without further notice at 4:00 P.M., local time, at the Board of Public Works Meeting Room, 1308 County-

City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, through the Commission's December 26, 2019 meeting.

3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a Regular Meeting of the South Bend Redevelopment Commission held on July 11, 2019, at 4:00 P.M. at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

**SOUTH BEND
REDEVELOPMENT COMMISSION**

Marcia I. Jones, President

ATTEST:

Quentin Phillips, Secretary

EXHIBIT A

**Revised 2019 Meeting Schedule
of the
South Bend Redevelopment Commission**

Commencing with its July 25, 2019 meeting and unless otherwise noted below, the South Bend Redevelopment Commission will hold its regular meetings for the remainder of calendar year 2019 on the 2nd and 4th Thursdays at 4:00 P.M. in the Board of Public Works Conference Room.

July 25	4:00 P.M.
August 8	4:00 P.M.
August 22	4:00 P.M.
September 12	4:00 P.M.
September 26	4:00 P.M.
October 10	4:00 P.M.
October 24	4:00 P.M.
November 14	4:00 P.M.
November 25**	4:00 P.M.
December 12	4:00 P.M.
December 26	4:00 P.M.

**Note this is the Monday before Thanksgiving

**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.**