



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, March 14, 2024 – 9:30 a.m.

<https://tinyurl.com/RedevelopmentCommission> or BPW Conference Room 13th Floor

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of February 22, 2024
- B. Minutes of the Executive Committee Meeting of February 22, 2024
- C. Minutes of the Executive Committee Meeting of February 23, 2024

3. Approval of Claims

- A. Claims Allowance 2.20.24
- B. Claims Allowance 3.5.24
- C. Claims Allowance 3.12.24

4. Old Business

- A. None

5. New Business

- A. River West Development Area
 - 1. Resolution No. 3594 (Disposition Offering Price of Twenty-Seven Vacant Lots NNN)
 - 2. Approval of Bid Specifications (Twenty-Seven Vacant Lots NNN)
 - 3. Request to Advertise (Twenty-Seven Vacant Lots NNN)
 - 4. Second Amendment to Purchase Agreement (Monreaux)
 - 5. Real Estate Purchase Agreement (River Glen GCND Holdings, LLC)
 - 6. Resolution No. 3595 (Approving Lease COSB Four Winds Field)
- B. River East Development Area
 - 1. Budget Request (LaSalle Colfax Design Amendment #1)

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, March 28, 2024, 9:30 am



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

**SOUTH BEND REDEVELOPMENT COMMISSION
 SCHEDULED REGULAR MEETING**

February 22, 2024 – 9:30 am
<https://tinyurl.com/RedevelopmentCommission> or **BPW 13th Floor**

Presiding: Marcia Jones, President

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

1. ROLL CALL

Members Present:	Marcia Jones, President – IP Troy Warner, Vice-President - IP Vivian Sallie, Secretary – IP Eli Wax, Commissioner - IP David Relos, Commissioner – IP Leslie Wesley, Commissioner - IP	IP = In Person V = Virtual
Members Absent:		
Legal Counsel:	Danielle Campbell, Asst. City Attorney Sandra Kennedy, Esq.	
Redevelopment Staff:	Mary Sears, Board Secretary Joseph Molnar, Property Manager	
Others Present:	Caleb Bauer Erik Glavich Sarah Schaefer Rosa Tomas Patrick Sherman Alyson Herzig Alyssa Alstott Zach Hurst Matt Barrett Jordan Smith Mark Peterson WSBT Michael Surak	DCI DCI DCI DCI Engineering Resident DCI Engineering Resident South Bend Tribune WNDU WSBT RealAmerica

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, January 25, 2024

Upon a motion by Commissioner Eli Wax, seconded by Commissioner Dave Relos, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, January 25, 2024.

B. Approval of Minutes of the Regular Meeting of Thursday, February 8, 2024

Upon a motion by Commissioner Eli Wax, seconded by Commissioner Dave Relos, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, February 8, 2024.

3. Approval of Claims

None

4. Old Business

5. New Business

A. River West Development Area

1. Budget Request (Byer's Complex Design)

Patrick Sherman Presented a Budget Request (Byer's Complex Design). This budget request in the amount of \$288,850 is for design purposes of the Byer's Softball Complex. The project will be funded from a state grant of \$3M which we will receive in the second quarter of 2024. This request allows the city to move forward with the project schedule. The new design will attract tournaments to the area. Commission approval is requested.

Upon a motion by Commissioner Eli Wax, seconded by Commissioner Dave Relos, the motion carried unanimously, the Commission approved Budget Request (Byer's Complex Design) submitted on Thursday, February 22, 2024.

2. Resolution No. 3590 (Accepting Property Transfer from BPW)

Joseph Molnar Presented Resolution No. 3590 (Accepting Property Transfer from BPW). This resolution is a matching resolution accepting property from the Board of Public Works. BPW owns the majority of single-family lots. RDC is a better suited entity to negotiate development arrangements. The properties have the potential to be redeveloped to provide infill housing to South Bend. The twenty-seven lots are in the NNN, and primarily between Portage and Lincolnway on the eastern side of the neighborhood. BPW will still retain over fifty properties in the NNN. The resolution just transfers the properties between entities. Commission approval is requested.

South Bend Redevelopment Commission Regular Meeting – February 22, 2024

Commissioner Wax asked if there was specific criteria.

Mr. Molnar states that this is only a small percentage of their properties. We have had a number of interests in this area from multiple developers.

Mr. Glavich stated that with the announcements last year of the ADVANTIX project, which was fifty units over 44 properties, there was a press conference with Alan Edward Homes that sparked a lot of interest in that triangle area. We are looking to get ahead of some potential opportunities available to offer builders through real estate purchase agreements.

Commissioner Wax asked if staff has had conversations around the scatter site project like ADVANTIX.

Mr. Glavich stated he has not had conversations. Internally we talked about what our strategy is. We would love to have another project like ADVANTIX come along. We would like to have someone approach us to build and be able to help them to scale up that ensures the city is getting something where there is significant vacancy. This helps the city get the lots ready for negotiating.

Mr. Bauer stated that the intent with the lots would not be large scale projects but smaller projects. There are home builders that may be interested in building in South Bend for the first time who have built in more suburban settings.

Commissioner Wax asked if the market has changed economically speaking for new builds that are a smaller scale.

Mr. Bauer stated we have seen in localized areas, particularly in southeast neighborhoods, we have seen the appraisal gaps closing. Some builders are willing to take a higher risk profile that may turn some of the neighborhoods around.

Vice-President Warner stated that there is a great interest in incremental development. There is a movement a few homes down where people taking the initiative to build up that neighborhood. He asked why the Board of Public Works has come into possession of these properties.

Mr. Molnar stated BPW is the easiest entity to accept properties from tax sales. When we have interest from a developer to build, it is harder for that builder to work through BPW as they have stricter bidding processes no matter what the builder wants to do. If the property is in the RDC portfolio, we can start having negotiations with smaller developers.

Vice-President Warner noted that we had great success with the RFP process; do we see something happening like that with this portfolio. We are working with the county for a land bank is this another landing spot for non-profits to build.

South Bend Redevelopment Commission Regular Meeting – February 22, 2024

Mr. Bauer stated yes, we did see success from the RFP process. You can expect to see more RFP's coming before the Commission for different properties in that same style. The land bank discussions are ongoing. If the land bank is established, we would look at the existing BPW portfolio and seek to provide a limited number of parcels to a bank. The land bank has additional acquisitions through the tax sale process that are in some ways superior to the city's ability. The primary focus would be new acquisitions versus taking the portfolio that BPW already has.

Vice-President Warner stated he hears people state that the city has a lot of property, but no one knows where. It would be great to provide a map, a list and state, this is what we think could happen.

Secretary Sallie asked if the properties would be used for single family homes.

Mr. Bauer stated it could potentially be open to single family or duplex construction but yes, lower density.

Matt Barrett, resident, asked who is responsible for maintaining the properties to be transferred.

Mr. Molnar stated Community Investment contracts with VPA on most of the single-family lots that both RDC and BPW own. This will not change with additional properties.

Matt Barrett, resident, asked about snow shoveling.

Mr. Bauer noted that mowing is a more predictable service. It is scheduled. We do shovel, but it is cost prohibitive depending on the snowfall season.

Mr. Molnar stated that they do try to get to RDC properties, but the crews do the parks and trails first and get the most heavily hit areas done. By day three or four, a lot of time it has melted.

Upon a motion by Vice-President Warner, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved Resolution No. 3590 (Accepting Property Transfer from BPW) submitted on Thursday, February 22, 2024.

3. Resolution No. 3591 (RealAmerica Appropriations)

Erik Glavich Presented Resolution No. 3591 (RealAmerica Appropriations). This should be the final chapter of the RealAmerica Diamond View stadium flats process. This resolution finalizes the forgivable loan process. Mr. Glavich presented the timeline process of this development and reminded the commission of the development agreement of the \$35M private investment. Commission approval is requested.

Secretary Sallie asked what the difference between the market rate units versus the affordable units.

Michael Surak, RealAmerica stated that the units are built to the same standard whether market rate versus the affordable units. The market rate units will have two bedrooms and two baths whereas Diamond View will have two bedrooms and one bath. The amenities will be consistent throughout each building. They will each have their own community space with a communal area for residents to gather with a fitness area and dog wash onsite. The cabinets and flooring will be the same throughout. The units will be comparable.

Commissioner Wax asked if the exterior is comparable.

Michael Surak stated correct. Each unit has a balcony or patio, and the materials are consistent throughout.

Mr. Molnar stated the first round of permits were issued yesterday and we will be gearing up for the closing of the property.

Upon a motion by Commissioner Relos, seconded by Secretary Sallie, the motion carried unanimously, the Commission approved Resolution No. 3591 (RealAmerica Appropriations) submitted on Thursday, February 22, 2024.

4. Resolution No. 3593 (Career Academy Mortgage and Note Subordination Ardmore)

Joseph Molnar Presented Resolution No. 3593 (Career Academy Mortgage and Note Subordination Ardmore). In 2015 the Redevelopment Commission sold 3408 Ardmore Trail to Career Academy for the establishment of the school on the premises. At the time, the cost of the property was \$732k to be paid in installments over fifteen years and invested \$8M into the property. Redevelopment Commission holds the lien on the property. A chart of accounts was presented with payments due, and payments made. They have been paying more than asked. They have just paid the 2024 payment and there is \$444,500 or less due on the note. Career Academy is entering into a bond in furtherance of the Commission and has requested a subordination of this property. The Commission has obtained a guarantee from the Garatoni Smith Family Foundation on the balance of the note. Even if something happens to the bond, they are guaranteeing the note. Commission approval is requested.

Commissioner Relos asked if they are making improvements to that location.

Mr. Bauer stated it would be collateral for a bond to make improvements to the Portage School location. Just using this location as collateral.

Commissioner Wax asked if Commission would see the underlying guarantee.

Mr. Bauer stated that this authorizes Corporation Counsel and RDC Executive to execute the guarantee with the Garatoni Smith Family Foundation.

Commissioner Wax asked if we are confident that the guarantee would hold up.

Mr. Bauer stated absolutely.

Mr. Barrett, resident, asked what the interest rate is on the loan.

Mr. Molnar stated it is an interest-free loan.

Commissioner Wesley asked if all other entities are given the same opportunity to have interest free loans on the book.

Mr. Bauer stated he would need to research and get back to Commissioner Wesley with that information.

Upon a motion by Secretary Sallie, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved Resolution No. 3593 (Career Academy Mortgage and Note Subordination Ardmore) submitted on Thursday, February 22, 2024.

6. Other

A. River West Development Area

1. Resolution No. 3592 Approving Terms of Settlement Bear Brew)

Joseph Molnar Presented Resolution No. 3592 (Approving Terms of Settlement Bear Brew). In 2016 the Redevelopment Commission entered into a purchase agreement for the former Gates Auto building to establish a brewery and restaurant. The agreement was amended seven times. Upon the third amendment, the Redevelopment Commission took legal action for non-compliance but came to an agreement with Bare Hands giving them extensions, reduced the private commitments and lengthened the timelines. Bare Hands failed to meet the commitments. The agreement stated that the property should be conveyed back to the RDC should they fail to meet the commitments. The agreement stated that RDC would pay for property improvements, specifically physical material improvements and actual construction. As of September 2023, Bear Brew failed to finish the project or private investment. Staff agreed there were no extensions warranted and that they were in default. In October, RDC staff and legal counsel began dialogue with Mr. Gerard. RDC staff has received invoices from Mr. Gerard on work performed on the property. Staff and legal have vetted the invoices as to which ones met the agreement. In light of the reversion clause terms, the resolution approves \$98k for further reacquisition of the property. These cover verified work of the structure. This amount also covers any outstanding liens, taxes or other costs associated with closing the property and recording the deed. Bare Brew has turned over environmental reports including asbestos reports and building plans related to the property. This resolution authorized Corporation Counsel to execute the final agreement and the return of the property to the Redevelopment Commission. Staff intends on bringing an RFP for the property in the coming months. Commission approval is requested.

Commissioner Wax asked if staff feels there has been \$98k worth of value added to the property.

South Bend Redevelopment Commission Regular Meeting – February 22, 2024

Mr. Bauer stated he does not feel that full amount. That amount is documented as being expended with the contractors doing work. Some of those contractors are yet to be paid. Rather than waiting for this property and those commensurate liens to play out further, holding it up from being returned to RDC ownership, we would prefer to make those contractors whole for the work that they performed and be able to move on from this.

Ms. Campbell-Weiss states there are also unpaid property taxes that we would bring up to date. We are deducting those from the amount owed.

Commissioner Relos asked if we hope to have the property deeded back to RDC.

Ms. Campbell-Weiss stated we hope to have that before the next meeting.

Commissioner Wax asked if they will be indemnifying us for any people that come out of the weeds relating to the property. He wants to be sure we are capped out and any other related expenses are paid by Bear Brew.

Ms. Campbell-Weiss stated that is correct.

Mr. Barrett, resident, asked if there has been an appraisal of the property.

Mr. Molnar stated not currently, but that will be part of the RFP process.

Mr. Barrett, resident, asked staff for any lessons learned.

Mr. Molnar states he does not know if he would have written a reversion clause as it was previously done.

Ms. Campbell-Weiss stated we do not know what was happening at the time of the agreement or those conversations as it is not the same staff as in 2016. There was a stipulated dismissal in 2018. It has been several years.

Mr. Barrett, resident, suggested a policy change that the Commission does not approve any amendments to agreements when there are delinquent property taxes. Do not cut deals unless property taxes are paid in full.

Mr. Molnar stated that Bare Hands had paid property taxes many times on the property. It is not seven years' work of non-payment. It is the last year.

Upon a motion by Vice-President Warner, seconded by Commissioner Relos the motion carried unanimously, the Commission approved Resolution No. 3592 (Approving Terms of Settlement Bear Brew) submitted on Thursday, February 22, 2024.

South Bend Redevelopment Commission Regular Meeting – February 22, 2024

7. Progress Reports

A. Tax Abatement

- None

B. Common Council

- None

C. Other

- None

8. Next Commission Meeting:

Thursday, March 14, 2024

9. Adjournment

Thursday, February 22, 2024, 10:17 a.m.

Vivian Sallie, Secretary

Marcia Jones, President



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Executive Session Meeting Minutes: February 22, 2024

The Redevelopment Commission met in Executive Session on Thursday, February 22, 2024, at 10:30 a.m. to discuss strategy with respect to the purchase or lease of real property by the Redevelopment Commission up to the time a contract or option to purchase or lease is executed by the parties, as authorized by Ind. Code § 5-14-1.5-6.1 (b)(2)(D) and for interviews and negotiations with industrial or commercial prospects or agents of industrial or commercial prospects by the Redevelopment Commission as authorized by Ind. Code § 5-14-1.5-6.1(b)(4)(H).

Commissioners Marcia Jones, Troy Warner, Vivian Sallie, Eli Wax, Dave Relos, and Lesley Wesley appeared in person. Commission attorney Danielle Weiss, Executive Director of Community Investment Caleb Bauer, Deputy Director of Community Investment Sarah Schaefer, Director of Growth & Opportunity, Erik Glavich, Property Manager, Joseph Molnar, and Board Secretary Mary Brazinsky also appeared in person. The meeting was held in the Mayor's Conference Room, 14th Floor, County City Building, 227, W. Jefferson Blvd., South Bend, Indiana. Those in attendance did not discuss any subject matter other than the subject matter as specified in the public notice. The meeting was adjourned at 11:30 a.m.



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Executive Session Meeting Minutes: February 23, 2024

The Redevelopment Commission met in Executive Session on Friday, February 23, 2024, at 10:00 a.m. to discuss strategy with respect to the purchase or lease of real property by the Redevelopment Commission up to the time a contract or option to purchase or lease is executed by the parties, as authorized by Ind. Code § 5-14-1.5-6.1 (b)(2)(D) and for interviews and negotiations with industrial or commercial prospects or agents of industrial or commercial prospects by the Redevelopment Commission as authorized by Ind. Code § 5-14-1.5-6.1(b)(4)(H).

Commissioners Marcia Jones, Troy Warner, Vivian Sallie, Eli Wax, Dave Relos, and Lesley Wesley appeared in person. Commission attorney Danielle Weiss, Executive Director of Community Investment Caleb Bauer, Director of Growth & Opportunity, Erik Glavich, and Property Manager Joseph Molnar also appeared in person. From 10:03 a.m. to 10:38 a.m. representatives from Great Lakes Capital, Rich Deahl and Audra Sieradzski, also appeared in person. The meeting was held in the Mayor's Conference Room, 14th Floor, County City Building, 227, W. Jefferson Blvd., South Bend, Indiana. Those in attendance did not discuss any subject matter other than the subject matter as specified in the public notice. The meeting was adjourned at 11:12 a.m.



**City of South Bend
Department of Administration & Finance
Claims Allowance Request**

To: South Bend Redevelopment Commission
From: Kyle Willis, City Controller
Date: Tuesday, February 20, 2024

Pursuant to Indiana Code 36-4-8-7, I have audited and certified the attached claims. I am submitting them for allowance in the following amounts:

GBLN-0073781	\$200,000.00
GBLN-0073782	\$456,589.64
GBLN-0073790	\$914,935.85
Total:	<u>\$1,571,525.49</u>

Kyle Willis

The attached claims described above were allowed in the following total amount at a public meeting on the date stated below:

South Bend Redevelopment Commission

By: _____
Name:

Date:

Attest: _____

Name:

ance

l claims and

\$ 1,571,525.49

Expenditure approval

RDC Payments-December Wire

GBLN-0073781

Payment method: Wire-Total
Voucher: RDCP-00023815
Payment date: 12/15/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001077	MERIDIAN TITLE CORP	2328586	NAICS	12/15/2023	\$200,000.00	324-10-102-121-441000--	

Expenditure approval

RDC Payments-January Wire
GBLN-0073782

Payment method: Wire-Total
Voucher: RDCP-00023817
Payment date: 1/30/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001077	MERIDIAN TITLE CORP	2329673	NAICS	1/30/2024	\$456,589.64	324-10-102-121-441000-- PROJ00000348	

Expenditure approval

RDC Payments-2/20/24 Pymt Run

GBLN-0073790

Payment method: CHK-Total
Voucher: RDCP-00023819
Payment date: 2/20/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000918	JONES PETRIE RAFINSKI	48533	Engineering Survey and Design	3/1/2024	\$5,247.50	430-10-102-121-444000-- PROJ00000410	PO-0027989

Payment method: CHK-Total
Voucher: RDCP-00023820
Payment date: 2/20/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000982	LAWSON- FISHER ASSOCIATES	202206002240125	Coal Line Trail - Construction Inspection Services	3/1/2024	\$890.93	324-10-102-121-444000-- PROJ00000018	PO-0014118

Payment method: CHK-Total
Voucher: RDCP-00023821
Payment date: 2/20/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001012	LOCHMUELLER GROUP INC	515060	Change order #2	3/1/2024	\$10,305.35	436-10-102-121-444000-- PROJ00000079	PO-0007779

Payment method: CHK-Total
Voucher: RDCP-00023822
Payment date: 2/20/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001077	MERIDIAN TITLE CORP	2/8 INV	Earnest Money Deposit - SBCSC Bendix Dr.	2/20/2024	\$27,775.00	324-10-102-121-431000--	PO-0029433

Payment method: CHK-Total
Voucher: RDCP-00023823
Payment date: 2/20/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001368	R YODER CONSTRUCTIO N INC	APP #7	Nexus Center Site and Bldg	2/1/2024	\$7,384.32	430-10-102-121-443001-- PROJ00000292	PO-0022093
V-00001368	R YODER CONSTRUCTIO N INC	APP #7	236220 - Commercial and Institutional Building Construction	2/1/2024	\$2,359.88	430-10-102-121-443001-- PROJ00000292	PO-0022093

Payment method: CHK-Total
Voucher: RDCP-00023824
Payment date: 2/20/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #3	Road Reconstruction	2/28/2024	\$663,015.60	324-10-102-121-442001-- PROJ00000438	PO-0024692
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #3	Change Order #1A	1/15/2024	\$166,771.65	324-10-102-121-442001-- PROJ00000420	PO-0025433

Payment method: ACH-Total
Voucher: RDCP-00023825
Payment date: 2/20/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001496	SHIVE HATTERY INC	217220187013	Fire Station 8 Final Design	2/24/2024	\$4,521.70	430-10-102-121-431002-- PROJ00000355	PO-0021515

Payment method: ACH-Total
Voucher: RDCP-00023826
Payment date: 2/20/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001722	UNITED CONSULTING	1640672	16J008 ENGINEERING SERVICE PH II FOR	8/11/2023	\$684.33	324-10-102-121-443001-- PROJ00000018	PO-0000011

Payment method: CHK-Total
Voucher: RDCP-00023827
Payment date: 2/20/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	8172023	SBCC Grant Indiana Dinosaur Museum	9/16/2023	\$17,296.34	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	81523	SBCC Grant Indiana Dinosaur Museum	9/14/2023	\$8,683.25	324-10-102-121-441000-- PROJ00000403	PO-0022186



**City of South Bend
Department of Administration & Finance
Claims Allowance Request**

To: South Bend Redevelopment Commission
From: Kyle Willis, City Controller
Date: Tuesday, March 5, 2024

Pursuant to Indiana Code 36-4-8-7, I have audited and certified the attached claims. I hereby submit them for allowance in the following amounts:

GBLN-0074181	\$259,135.19
GBLN-0074593	\$27,775.00
GBLN-0074658	\$294,035.67
Total:	<u>\$580,945.86</u>

Kyle Willis

The attached claims described above were allowed in the following total amount at a public meeting on the date stated below:

South Bend Redevelopment Commission

By: _____
Name:

Date:

Attest: _____

Name:

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l claims and

\$ 580,945.86

Expenditure approvalRDC Payments-2/27/24 Pymt Run
GBLN-0074181**Payment method:** CHK-Total
Voucher: RDCP-00024015
Payment date: 2/27/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000918	JONES PETRIE RAFINSKI	48101	Design	1/19/2024	\$16,103.38	429-10-102-121-431002-- PROJ00000317	PO-0013624
V-00000918	JONES PETRIE RAFINSKI	48481	Change order	3/1/2024	\$34,216.85	324-10-102-121-444000-- PROJ00000454	PO-0024886

Payment method: CHK-Total
Voucher: RDCP-00024016
Payment date: 2/27/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001789	Milestone Contractors North, Inc	App #6	237310 - Highway, Street, and Bridge Construction	2/7/2024	\$200,000.00	429-10-102-121-442001-- PROJ00000317	PO-0023705

Payment method: CHK-Total
Voucher: RDCP-00024017
Payment date: 2/27/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	9272023	SBCC Grant Indiana Dinosaur Museum	10/27/2023	\$3,073.29	324-10-102-121-441000-- PROJ00000403	PO-0022186

Payment method: ACH-Total
Voucher: RDCP-00024018
Payment date: 2/27/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00012794	TRCC LLC	1019	430 Cottage Grove TIF - Windows	3/3/2024	\$1,575.00	324-10-102-121-431000-- PROJ00000491	PO-0027425
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Payment method: ACH-Total
Voucher: RDCP-00024019
Payment date: 2/27/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000526	ENFOCUS INC	1201804428	Immigration/employment services	3/3/2024	\$4,166.67	433-10-102-123-439300-- PROJ00000417	PO-0024644

Expenditure approval

RDC Payments-Wire-Feb 2024
GBLN-0074593

Payment method: Wire-Total
Voucher: RDCP-00024215
Payment date: 2/20/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001077	MERIDIAN TITLE CORP	2/8 INV	Earnest Money Deposit - SBCSC Bendix Dr.	2/20/2024	\$27,775.00	324-10-102-121-431000--	PO-0029433

Expenditure approval

RDC Payments-3/5/24 Pymt Run

GBLN-0074658

Payment method: CHK-Total
Voucher: RDCP-00024415
Payment date: 3/5/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001368	R YODER CONSTRUCTIO N INC	App #3	Fire Station 8 Construction	2/29/2024	\$90,155.00	430-10-102-121-443001-- PROJ00000355	PO-0026318

Payment method: CHK-Total
Voucher: RDCP-00024416
Payment date: 3/5/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001500	SHREWSBERRY	21339034	541330 - Engineering Services	3/15/2024	\$39,040.00	324-10-102-121-431000-- PROJ00000339	PO-0016703

Payment method: CHK-Total
Voucher: RDCP-00024417
Payment date: 3/5/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00004259	VS Engineering, Inc.	518305	Design	10/27/2023	\$31,487.50	324-10-102-121-431002-- PROJ00000365	PO-0019974
V-00004259	VS Engineering, Inc.	518306	Design	11/24/2023	\$2,387.50	324-10-102-121-431002-- PROJ00000365	PO-0019974

Payment method: CHK-Total
Voucher: RDCP-00024418
Payment date: 3/5/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00008672	USI Consultants, Inc 19581		Inspection Svcs for Coal Line Phase IIB	12/15/2023	\$4,802.94	324-10-102-121-444000-- PROJ00000018	PO-0019649
V-00008672	USI Consultants, Inc 20017		Inspection Svcs for Coal Line Phase IIB	2/14/2024	\$12,792.97	324-10-102-121-444000-- PROJ00000018	PO-0019649
V-00008672	USI Consultants, Inc 19811		Inspection Svcs for Coal Line Phase IIB	1/14/2024	\$12,945.61	324-10-102-121-444000-- PROJ00000018	PO-0019649

Payment method: CHK-Total
Voucher: RDCP-00024419
Payment date: 3/5/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00012215	Goff Heating & Air Conditioning Company Inc.	27304550	Goff completed Job with Inspection - Bear Brew	5/31/2023	\$17,271.60	324-10-102-121-443000--	PO-0029733

Payment method: ACH-Total
Voucher: RDCP-00024420
Payment date: 3/5/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00012794	TRCC LLC	1022	542 N Scott TIF - Windows	3/10/2024	\$600.00	324-10-102-121-431000-- PROJ00000491	PO-0027422
V-00012794	TRCC LLC	1026	542 N Scott TIF - Misc	3/10/2024	\$3,400.00	324-10-102-121-431000-- PROJ00000491	PO-0027980
V-00012794	TRCC LLC	1025	Change Order #1	3/10/2024	\$7,650.00	324-10-102-121-431000-- PROJ00000491	PO-0027981

Payment method: CHK-Total
Voucher: RDCP-00024614
Payment date: 3/5/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00013455	Bear Brew LLC	2/23 INV	Bear Brew Settlement - RDC Reacquisition	3/5/2024	\$71,502.55	324-10-102-121-443000--	PO-0029747



**City of South Bend
Department of Administration & Finance
Claims Allowance Request**

To: South Bend Redevelopment Commission
From: Kyle Willis, City Controller
Date: Tuesday, March 12, 2024

Pursuant to Indiana Code 36-4-8-7, I have audited and certified the attached claims. I hereby submit them for allowance in the following amounts:

GBLN-0075122	\$13,400.88
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$13,400.88</u>

Kyle Willis

The attached claims described above were allowed in the following total amount at a public meeting on the date stated below:

South Bend Redevelopment Commission

By: _____
Name:

Date:

Attest: _____

Name:

ance

l claims and

\$ 13,400.88

Expenditure approval

RDC Payments-3/12/21 Pymt Run

GBLN-0075122

Payment method: CHK-Total
Voucher: RDCP-00024616
Payment date: 3/12/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000107	AMERICAN STRUCTUREPOI NT INC	172611	SBMF Demo PSA	3/16/2024	\$10,707.23	324-10-102-121-431000-- PROJ00000528	PO-0029313

Payment method: CHK-Total
Voucher: RDCP-00024617
Payment date: 3/12/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000191	BARNES & THORNBURG LLP	3218373	Legal Services Barnes & Thornburg - South Well Field	3/17/2024	\$564.00	430-10-102-121-431001-- PROJ00000082	PO-0015761

Payment method: ACH-Total
Voucher: RDCP-00024618
Payment date: 3/12/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000305	CATALYST LLC	601598	TRC Maintenance	7/13/2022	\$35.85	324-10-102-121-443001-- PROJ00000086	PO-0029128
V-00000305	CATALYST LLC	626074	TRC Maintenance	9/21/2022	\$338.45	324-10-102-121-443001-- PROJ00000086	PO-0029128
V-00000305	CATALYST LLC	711169	TRC Maintenance	8/19/2023	\$152.85	324-10-102-121-443001-- PROJ00000086	PO-0029128

Payment method: ACH-Total
Voucher: RDCP-00024619
Payment date: 3/12/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001518	SMITHGROUP INC	176764	Amendment #7	3/20/2024	\$1,602.50	436-10-102-121-444000-- PROJ00000079	PO-0006606



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 03/8/24
FROM: Joseph Molnar
SUBJECT: Establishing Offering Price

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Establishing Offering Price
27 Scattered Vacant Lots

Specifics: Attached is a resolution establishing the offering price of property in the River West Development Area for the disposition of 27 currently vacant lots in the Near Northwest Neighborhood.

The minimum offering price of \$73,849 is the average of two appraisals by qualified, independent, professional real estate appraisers.

Staff requests approval of the offering price for the eventual disposition of this property.

INTERNAL USE ONLY: Project Code: _____;

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

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

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

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

_____ Going to BPW for Contracting? Y/N

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

RESOLUTION NO. 3594

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT
COMMISSION ESTABLISHING THE OFFERING PRICE OF
PROPERTY IN THE RIVER WEST DEVELOPMENT AREA**

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

WHEREAS, the Commission may dispose of real property in accordance with Section 22 of the Act; and

WHEREAS, the real property identified at Exhibit A attached hereto and incorporated herein (the "Property") has been appraised by two qualified, independent, professional real estate appraisers and a written and signed copy of their appraisals is contained in the Commission's files; and

WHEREAS, each such appraisal has been reviewed by a qualified Redevelopment staff person, and no corrections, revisions, or additions were requested by such reviewer.

NOW, THEREFORE, BE IT RESOLVED by the Commission, pursuant to Section 22 of the Act, that based upon such appraisals, the offering price of the Property described at Exhibit A is hereby established as stated therein, which amount is not less than the average of the two appraisals, and all documentation related to such determination is contained in the Commission's files.

IT IS FURTHER RESOLVED that all notices and other actions required by Section 22 of the Act be performed in order to effectuate the disposal of the Property.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on March 14, 2024 at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

Marcia I. Jones, President

ATTEST:

Vivian Sallie, Secretary

**EXHIBIT A
TO RESOLUTION NO. 3594**

Offering Sheet

Property	Size	Minimum Offering Price	Proposed Re-Use
<p>27 Vacant Lots in the Near Northwest Neighborhood</p> <p>71-08-02-335-005.000-026 71-08-02-334-013.000-026 71-08-02-335-008.000-026 71-08-02-334-015.000-026 71-08-02-451-002.000-026 71-08-02-333-012.000-026 71-08-02-333-008.000-026 71-08-02-333-006.000-026 71-08-02-332-025.000-026 71-08-02-332-026.000-026 71-08-02-332-029.000-026 71-08-02-332-030.000-026 71-08-02-332-032.000-026 71-08-02-476-022.000-026 71-08-02-476-020.000-026 71-08-02-476-015.000-026 71-08-02-476-014.000-026 71-08-02-476-010.000-026 71-08-02-476-011.000-026 71-08-02-476-012.000-026 71-08-02-476-009.000-026 71-08-02-476-008.000-026 71-08-02-454-023.000-026 71-08-02-454-034.000-026 71-08-02-454-035.000-026 71-08-02-454-036.000-026 71-08-02-454-038.000-026</p>	<p>Site:</p> <p>Lots are of various size, all former small scale residential</p>	<p style="text-align: center;"><u>\$73,849</u></p>	<p>Projects that are permitted within the U2 Urban Neighborhood 2 and U1 Urban Neighborhood 1 Zoning Districts</p> <p>Strong emphasis will be placed during the review process on compatibility with and support of the goals and objectives of the River West Development Area and the surrounding businesses and neighborhood. Bids must be placed on all lots.</p>



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 03/8/20
FROM: Joseph Molnar
SUBJECT: Approve Bid Specs

_____ Pres/V-Pres
 ATTEST: _____ Secretary
 Date: _____
 APPROVED Not Approved
SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Approval of Bid Specifications and Design Considerations
27 Vacant Scattered Lots in the NNN

Specifics: Attached are the Bid Specifications and Design Considerations for the disposition of the 27 currently vacant lots in the Near Northwest Neighborhood.

The Bid Specifications outline the uses and development requirements that will be considered for this site.

Staff requests approval of the Bid Specifications and Design Considerations for the eventual disposition of this property.

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

Bid Specifications & Design Considerations

Sale of Redevelopment Owned Property 27 Vacant Lots in Near Northwest Neighborhood River West Development Area

1. All of the provisions of I.C. 36-7-14-22 will apply to the bidding process.
2. All offers must meet the minimum price listed on the Offering Sheet (page 7).
3. Proposals for redevelopment are required to be for projects that are permitted within the Projects that are permitted within the U2 Urban Neighborhood 2 and U1 Urban Neighborhood 1 Zoning Districts. All proposals must conform to the existing zoning provisions as outlined in the South Bend Zoning Ordinance Title 21 of the City of South Bend Municipal Code.

Proposals for the reuse of the property must include a basic reuse plan for the site and a project timeline detailing aspects of the site redevelopment and site improvements. During the review process, emphasis will be placed on compatibility with and support of the goals and objectives of the surrounding businesses and neighborhood and the Development Plan for the River West Development Area.

4. Bidders are prohibited from the use of the property for speculation or land-holding purposes.
5. All other provisions of the River West Development Area Development Plan must be met.

Notice of Intended Disposition of Property

RIVER WEST DEVELOPMENT AREA
27 Vacant Lots in the Near Northwest Neighborhood
South Bend, Indiana

Notice is hereby given that the Redevelopment Commission of the City of South Bend, Indiana, will receive sealed offers for the purchase of certain property situated in the River West Development Area until 9:00 a.m. (local time) on the April 11, 2024 in the Office of the Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601. All offers will be publicly opened and read aloud at 9:30 a.m. (local time) on the April 11, 2024 at the Regular Meeting of the Redevelopment Commission to be held that date and time in Room 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601, or in the event of cancellation or rescheduling, at the Redevelopment Commission's subsequent regular meeting or rescheduled regular meeting held at a time and place given by public notice. Bid proposals for the purchase of the property offered will be considered.

The property being offered is located at twenty-seven (27) parcels in the Near Northwest Neighborhood, in the River West Development Area, South Bend, Indiana. Any proposal submitted must be for the site as noted on the Offering Sheet. The required re-use of the property is for projects that are permitted within the U1 Urban Neighborhood 1 and U2 Urban Neighborhood 2 zoning designations. Strong emphasis will be placed during the review process on compatibility with and support of the River West Development Area and the surrounding businesses and neighborhood.

A packet containing bid forms, the Offering Sheet and other pertinent information may be picked up at the Department of Community Investment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601.

The Commission reserves the right to reject any and all bids, and to make the award to the highest and best bidder. In determining the best bid, the Commission will take into consideration the following:

1. The use of the improvements proposed to be made by each bidder on the property, and their compatibility with and support of the proposed re-use as described in the Offering Sheet;
2. Each bidder's ability to improve the property with reasonable promptness;
3. Each bidder's proposed purchase price;
4. Any factors which will assure the Commission that the sale, if made, will further the carrying out of the Development Plan for the River West Development Area and will best serve the interest of the community from the standpoint of human and economic welfare; and
5. The ability of each bidder to finance the proposed improvements to the property with reasonable promptness.

The Commission further reserves the right to waive any formalities in bidding which are not mandatory requirements.

A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each:

- (A) beneficiary of the trust; and
- (B) settlor empowered to revoke or modify the trust.

To secure the execution of the disposition agreement, the purchase of the property and the redevelopment thereof in accordance with the agreement, the bidder must submit with the proposal a faithful performance guaranty, in the sum of ten percent (10%) of the amount offered for the purchase of the property. The guaranty sum may be in the form of a certified check, a cashier's check, surety bond, letter of credit from a bank or trust company as approved by the Redevelopment Commission, or by other sufficient security, but the form, substance and terms of the performance guaranty must be approved as satisfactory by the Redevelopment Commission. The performance guaranty, if by cashier's or certified check, shall be deposited in any account of the Department of Redevelopment, City of South Bend, in a bank or trust company selected by the Redevelopment Commission.

CITY OF SOUTH BEND, INDIANA
DEPARTMENT OF COMMUNITY INVESTMENT
Joseph Molnar, Property Development Manager
Publish Dates: March 22nd and March 29th

Proposal Documents and Forms for Property Disposition

City of South Bend
Redevelopment Commission

27 Vacant Former Single Family Lots
Near Northwest Neighborhood

City of South Bend

James Mueller
Mayor

Caleb Bauer
Executive Director
Department of Community Investment

Sandra Kennedy
Corporation Counsel

Redevelopment Commission

Marcia Jones
President

Troy Warner
Vice-President

Vivian Sallie
Secretary

Eli Wax
Member

David Relos
Member

Bidding Expires at 9:00 a.m. (local time) on- April 11, 2024

Index of Documents

Proposal Documents

1.	Instructions to Applicants	2
2.	Offering Sheet	7
3.	Property Tax Number(s)	8
4.	Disposition Property Map	9
5.	Bid Specifications & Design Considerations	10
6.	Legal Notice	11
7.	Resolution Regarding Prevailing Wage Rates	12

Proposal Forms

1.	Proposal	1
2.	Statement of Qualifications and Financial Responsibility	3
3.	Statement for Public Disclosure	7
4.	Affidavit of Non-Collusion	9

Instructions to Applicants

The South Bend Redevelopment Commission (“Commission”) invites proposals for the purchase and re-use of twenty-seven (27) vacant lots in the Near Northwest Neighborhood described in Exhibit A, located within the River West Development Area, South Bend, Indiana.

The Proposal Documents provide Applicants with essential information regarding the Disposition process and the Project Site. Each Applicant should read this information thoroughly before submitting a proposal to the Commission. The Proposal Forms are required as part of any proposal submitted for the purchase of Commission-owned land. All Forms must be complete. The Commission may reject any proposal submitted with incomplete or missing information.

Evaluation Criteria

The Commission may use the following criteria to guide its review and acceptance or denial of a proposal:

- The degree to which the Applicant’s proposal meets the objectives of the Development Plan for the River West Development Area prepared by the Department of Community Investment and approved by the Commission, the South Bend Plan Commission, and the Common Council; and the surrounding businesses and neighborhood.
- The use of the improvements proposed to be made by the Applicant on the real property; the Applicant’s plans and ability to implement the re-use of the real estate with reasonable promptness; whether the real property will be sold or rented; the Applicant’s proposed sale or rental prices; and any factors which will assure the Commission that the sale, if made, will further the execution of the River West Development Plan and will best serve the interest of the community, from the standpoint of both human and economic welfare.
- The financial responsibility, qualifications, experience and ability of the Applicant to finance and complete the development.
- The proposal which will provide the Commission with the best possible development, based upon the price offered for the property and consistent with the preceding objectives.
- Any conflict among these criteria will be reconciled to the best interest of the Development Area and the City of South Bend, as determined by the Commission.

Disposition Process

Bidding

All bids for the purchase and re-use of certain property in the River West Development Area must be delivered to the Department of Community Investment ("Department"), located at:

1400 S. County-City Building
227 West Jefferson Boulevard
South Bend, Indiana 46601

on or before 9:00 a.m. (local time) on April 11, 2024. All proposals will be opened and made public at a public meeting of the South Bend Redevelopment Commission, held at 9:30 a.m. (local time) on April 11, 2024 at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, or in the event of cancellation or rescheduling, at the Redevelopment Commission's subsequent regular meeting or rescheduled regular meeting held at a time and place given by public notice.

Proposals with completed forms and without any missing information will be reviewed by the Commission according to the Evaluation Criteria as stated above. The Commission reserves the right to reject any bid and may make awards to the highest and best bidder. Notice of acceptance or rejection will be mailed to each of the bidders via US Mail to the address stated on the Proposal Forms.

All offers will be subject to the requirements of the *Contract for Sale of Land* as referenced on Page 6.

After the Bidding Period

Once the bidding period has expired, proposals may be made to the Commission for the remaining property available, if any.

All Applicants should familiarize themselves with the Proposal Forms and any proposal submitted after the bidding period has expired shall be completed utilizing the Proposal Forms. Proposals after the termination of the bidding period are to be submitted to the Department for review and consideration. The Commission will review proposals based upon the Evaluation Criteria as stated above. The Commission reserves the right to reject any proposal. Notice of acceptance or rejection will be mailed to each of the Applicants via US Mail to the address as stated on the Proposal Forms.

Proposals

All proposals must be complete and include the information and documentation requested in the Proposal Forms. Proposals that are submitted with incomplete or missing information will not be accepted. Applicant must use the Proposal Forms as provided by the Department.

Proposal Forms

The Proposal Forms must be complete before the Commission will review the proposal. The first and second pages of the Proposal Forms describe the Applicant's offer for the real property. Applicants shall fill in all applicable spaces and sign accordingly.

Each Applicant shall submit the following as part of the Applicant's proposed offer:

➤ ***Narrative Description***

(Proposal Forms, page 1)

A Narrative Description of the Applicant's proposed development project for the real property must be submitted as part of the proposal. The Narrative Description should note the exact nature, character and use of the proposed improvements. Maps, plans and drawings shall be included to clearly indicate the location, size, materials, style of structures, parking lots, and other improvements. All proposed improvements and uses must conform to the Bid Specifications and Design Considerations and the River West Development Area Development Plan. The maps, plans and drawings as submitted will be examined by the Commission to determine whether, in the Commission's sole opinion, the Applicant's proposal conforms to the Bid Specifications and the River West Development Plan. The Commission may reject any offer which does not conform to said Specifications, Guidelines and/or Plan.

➤ ***Proposed Site Plan***

(Proposal Forms, page 1)

All Applicants must submit a site plan for the real property on which the Applicant has made an offer. This site plan should be included as Exhibit "A" of the proposal. If the Applicant's proposal is accepted, the Applicant will be required to formalize the site plan with Commission Staff as part of the final documentation.

➤ ***Faithful Performance Guaranty***

(Proposal Forms, page 2)

All proposals must be submitted with a Faithful Performance Guaranty in an amount not less than 10% of the total purchase price offered for the property. The Faithful Performance Guaranty will secure the execution of the Contract and the development of the proposed improvements. The Faithful Performance Guaranty may be in the form of a certified or cashier's check or other security as approved by the Department. No offer will be considered unless it is accompanied by the required guaranty. All checks should be made payable to the *City of South Bend, Department of Community Investment.*

Except as otherwise herein noted, the Faithful Performance Guaranty of all unsuccessful Applicants will be returned as soon as practicable after notice of rejection.

The Faithful Performance Guaranty will be refunded to the successful Applicant at such time that the Commission deems that Applicant has completed all improvements to the real property, as proposed, and the Commission has issued a Certificate of Completion evidencing same.

➤ ***Statement of Qualifications and Financial Responsibility***

(Proposal Forms, pages 3-6)

The Commission shall have the right to make such investigations as it deems necessary to determine the ability of the Applicant to perform the obligations of the proposed offer. The Commission reserves the right to reject any proposed offer where the evidence or information does not satisfy the Commission that the Applicant is qualified to properly carry out the obligations of the proposed offer, or where the Applicant refuses to cooperate or assist the Commission in making such investigation.

➤ ***Statement for Public Disclosure***

(Proposal Forms, pages 7-8)

The Commission shall have the right to make such investigations as it deems necessary to determine the completeness of the Applicant's disclosure. The Commission reserves the right to reject any proposed offer where the available evidence or information does not satisfy the Commission that the Applicant has made a full disclosure, or where the Applicant refuses to cooperate and assist the Commission in making such investigation, or the Commission otherwise determines said Statement to be unsatisfactory.

➤ ***Affidavit of Non-Collusion***

(Proposal Forms, page 9)

The form of Affidavit of Non-Collusion is included in the Proposal Forms, and the Applicant must use the form provided. The Affidavit is to the effect that the Applicant has not colluded, conspired, connived, or agreed with any other Applicant or person, firm or corporation in regard to any offer submitted to the Commission. The failure of any Applicant to submit the Affidavit of Non-Collusion shall be cause for rejection of the offer.

➤ ***Corrections***

Erasures or other changes to the Proposal Forms must be explained or noted over the signature of the Applicant.

➤ ***Withdrawal of Proposals***

Proposals submitted prior to the scheduled public opening of the bids may be withdrawn upon written request of the Applicant if such request is received by the Department not less than twenty-four (24) hours prior to said public opening. Unopened bids will be returned promptly.

Commission's Rights

The Commission reserves the right to accept or reject any or all proposals and to waive any formalities in bidding which are not mandatory requirements.

Execution of Contract

Upon award of the bid by the Commission, the successful Applicant shall enter into a Contract for Sale of Land with the Commission for the purchase and development of said property within 30 days of notice of acceptance. The Contract for Sale of Land will provide for the conveyance of the property therein purchased by quit-claim deed, together with title insurance policy showing good and merchantable title, upon payment of the full purchase price.

Additional Information

For further information as to the disposition program of the South Bend Redevelopment Commission, and to inquire about touring the property in advance of bidding, interested parties should contact the following staff member:

Joseph Molnar
Property Development Manager
1400 S. County-City Building
227 West Jefferson Boulevard
South Bend, Indiana 46601
(574) 245-6052 (Office Phone)
jrmolnar@southbendin.gov

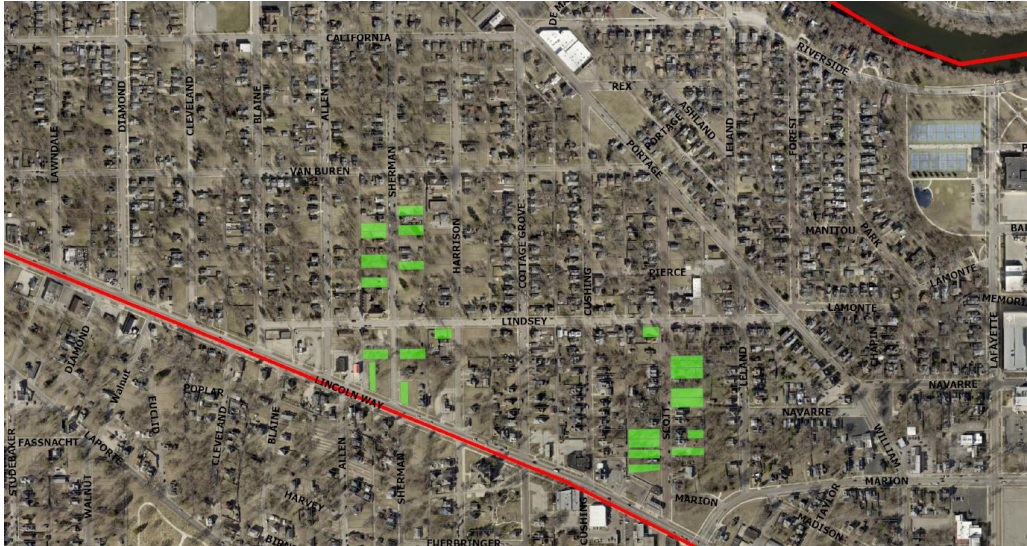
Offering Sheet

Property	Size	Minimum Offering Price	Proposed Re-Use
<p>27 Vacant Lots in the Near Northwest Neighborhood</p> <p>71-08-02-335-005.000-026 71-08-02-334-013.000-026 71-08-02-335-008.000-026 71-08-02-334-015.000-026 71-08-02-451-002.000-026 71-08-02-333-012.000-026 71-08-02-333-008.000-026 71-08-02-333-006.000-026 71-08-02-332-025.000-026 71-08-02-332-026.000-026 71-08-02-332-029.000-026 71-08-02-332-030.000-026 71-08-02-332-032.000-026 71-08-02-476-022.000-026 71-08-02-476-020.000-026 71-08-02-476-015.000-026 71-08-02-476-014.000-026 71-08-02-476-010.000-026 71-08-02-476-011.000-026 71-08-02-476-012.000-026 71-08-02-476-009.000-026 71-08-02-476-008.000-026 71-08-02-454-023.000-026 71-08-02-454-034.000-026 71-08-02-454-035.000-026 71-08-02-454-036.000-026 71-08-02-454-038.000-026</p>	<p>Site:</p> <p>Lots are of various size, all former small scale residential</p>	<p align="center"><u>\$73,849</u></p>	<p>Projects that are permitted within the U2 Urban Neighborhood 2 and U1 Urban Neighborhood 1 Zoning Districts</p> <p>Strong emphasis will be placed during the review process on compatibility with and support of the goals and objectives of the River West Development Area and the surrounding businesses and neighborhood. Bids will only be considered if all lots are bid on.</p>

Property Tax Identification Numbers

71-08-02-335-005.000-026
71-08-02-334-013.000-026
71-08-02-335-008.000-026
71-08-02-334-015.000-026
71-08-02-451-002.000-026
71-08-02-333-012.000-026
71-08-02-333-008.000-026
71-08-02-333-006.000-026
71-08-02-332-025.000-026
71-08-02-332-026.000-026
71-08-02-332-029.000-026
71-08-02-332-030.000-026
71-08-02-332-032.000-026
71-08-02-476-022.000-026
71-08-02-476-020.000-026
71-08-02-476-015.000-026
71-08-02-476-014.000-026
71-08-02-476-010.000-026
71-08-02-476-011.000-026
71-08-02-476-012.000-026
71-08-02-476-009.000-026
71-08-02-476-008.000-026
71-08-02-454-023.000-026
71-08-02-454-034.000-026
71-08-02-454-035.000-026
71-08-02-454-036.000-026
71-08-02-454-038.000-026

Disposition Property Map



Bid Specifications & Design Considerations

Sale of Redevelopment Owned Property 27 Vacant Lots in Near Northwest Neighborhood River West Development Area

1. All of the provisions of I.C. 36-7-14-22 will apply to the bidding process.
2. All offers must meet the minimum price listed on the Offering Sheet (page 7).
3. Proposals for redevelopment are required to be for projects that are permitted within the Projects that are permitted within the U2 Urban Neighborhood 2 and U1 Urban Neighborhood 1 Zoning Districts. All proposals must conform to the existing zoning provisions as outlined in the South Bend Zoning Ordinance Title 21 of the City of South Bend Municipal Code.

Proposals for the reuse of the property must include a basic reuse plan for the site and a project timeline detailing aspects of the site redevelopment and site improvements. During the review process, emphasis will be placed on compatibility with and support of the goals and objectives of the surrounding businesses and neighborhood and the Development Plan for the River West Development Area.

4. Bidders are prohibited from the use of the property for speculation or land-holding purposes.
5. All other provisions of the River West Development Area Development Plan must be met.

Notice of Intended Disposition of Property

RIVER WEST DEVELOPMENT AREA
27 Vacant Lots in the Near Northwest Neighborhood
South Bend, Indiana

Notice is hereby given that the Redevelopment Commission of the City of South Bend, Indiana, will receive sealed offers for the purchase of certain property situated in the River West Development Area until 9:00 a.m. (local time) on April 11, 2024 in the Office of the Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601. All offers will be publicly opened and read aloud at 9:30 a.m. (local time) on the April 11, 2024 at the Regular Meeting of the Redevelopment Commission to be held that date and time in Room 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601, or in the event of cancellation or rescheduling, at the Redevelopment Commission's subsequent regular meeting or rescheduled regular meeting held at a time and place given by public notice. Bid proposals for the purchase of the property offered will be considered.

The property being offered is located at twenty-seven (27) parcels in the Near Northwest Neighborhood, in the River West Development Area, South Bend, Indiana. Any proposal submitted must be for the site as noted on the Offering Sheet. The required re-use of the property is for projects that are permitted within the U1 Urban Neighborhood 1 and U2 Urban Neighborhood 2 zoning designations. Strong emphasis will be placed during the review process on compatibility with and support of the River West Development Area and the surrounding businesses and neighborhood.

A packet containing bid forms, the Offering Sheet and other pertinent information may be picked up at the Department of Community Investment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601.

The Commission reserves the right to reject any and all bids, and to make the award to the highest and best bidder. In determining the best bid, the Commission will take into consideration the following:

1. The use of the improvements proposed to be made by each bidder on the property, and their compatibility with and support of the proposed re-use as described in the Offering Sheet;
2. Each bidder's ability to improve the property with reasonable promptness;
3. Each bidder's proposed purchase price;
4. Any factors which will assure the Commission that the sale, if made, will further the carrying out of the Development Plan for the River West Development Area and will best serve the interest of the community from the standpoint of human and economic welfare; and
5. The ability of each bidder to finance the proposed improvements to the property with reasonable promptness.

The Commission further reserves the right to waive any formalities in bidding which are not mandatory requirements.

A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each:

- (A) beneficiary of the trust; and
- (B) settlor empowered to revoke or modify the trust.

To secure the execution of the disposition agreement, the purchase of the property and the redevelopment thereof in accordance with the agreement, the bidder must submit with the proposal a faithful performance guaranty, in the sum of ten percent (10%) of the amount offered for the purchase of the property. The guaranty sum may be in the form of a certified check, a cashier's check, surety bond, letter of credit from a bank or trust company as approved by the Redevelopment Commission, or by other sufficient security, but the form, substance and terms of the performance guaranty must be approved as satisfactory by the Redevelopment Commission. The performance guaranty, if by cashier's or certified check, shall be deposited in any account of the Department of Redevelopment, City of South Bend, in a bank or trust company selected by the Redevelopment Commission.

CITY OF SOUTH BEND, INDIANA
DEPARTMENT OF COMMUNITY INVESTMENT
Joseph Molnar, Property Development Manager
Publish Dates: March 22nd and March 29th

Resolution Regarding Prevailing Wage Rates

RESOLUTION NO. 65G

RESOLUTION REGARDING PREVAILING WAGE RATES

WHEREAS, the South Bend Redevelopment Commission ("Commission") has established redevelopment areas within the City of South Bend and has undertaken activities within those areas; and

WHEREAS, an integral part of that activity involves the sale of land for private development; and


WHEREAS, the Commission desires that such sale of land and private development should have the maximum positive impact possible on the residents of the South Bend community; and

WHEREAS, the Commission has determined that the South Bend community will benefit from having local contractors constructing the private projects and being paid in accordance with the prevailing wage rates of St. Joseph County.

NOW, THEREFORE, BE IT RESOLVED, that the Commission encourages all purchasers of land acquired, cleared and sold by the Commission in redevelopment areas to use local contractors and local manpower and pay prevailing wage rates.

Adopted at the Regular Meeting of the South Bend Redevelopment Commission, held on the 23rd day of April, 1982, in the office of the Redevelopment Commission, Room 1200, County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

CITY OF SOUTH BEND, INDIANA
DEPARTMENT OF REDEVELOPMENT


F. Jay Nantz, President

ATTEST:


A. Peter Donaldson, Secretary



Proposal Forms

Proposal

To: South Bend Redevelopment Commission
1400 S. County-City Building
227 West Jefferson Boulevard
South Bend, Indiana 46601

Commissioners:

The Undersigned having familiarized itself with the present conditions of the Project Site as hereinafter designated and legally described and with the Proposal Documents and Forms; and certifying its desire to participate in the development of the said property pursuant to Federal, State and Local ordinances and regulations, and the Development Plan as approved by the Redevelopment Commission; hereby offers and proposes to purchase or lease all or part of the Disposition Parcel identified in Exhibit "A" made part of this proposal.

The Applicant's offer is described as follows:

<i>Project Area</i>	
<i>Disposition Parcel Number</i>	<i>Total Acres</i>
Offer is for:	<input type="checkbox"/> All Parcels <input type="checkbox"/> Specific Parcel
Form of Contract:	<input type="checkbox"/> Purchase <input type="checkbox"/> Lease
_____ Dollars	\$ _____ <i>Term</i>
<i>Purchase Price</i>	
_____ Dollars	\$ _____
<i>Annual Lease Payment</i>	

A Narrative Description of the proposed development on the Disposition Parcel identified in Exhibit "A", describing the exact nature and character of the improvements proposed and their use; together with maps and plans sufficiently complete to indicate the general improvements to be made is attached and is to be considered a part of this proposal. (Maps and plans must be of sufficient scale to indicate clearly the location of the structures and other proposed improvements and should provide information on building elevations and materials.)

The Proposal Forms as provided by the Department of Community Investment (Department) have been completed and are considered a part of this proposal. The Proposal Forms include: (1) a Statement of the Qualifications and Financial Responsibility; (2) a Statement for Public Disclosure, and; (3) a sworn Affidavit of Non-Collusion. It is the understanding of the Applicant that the Statement of the Qualifications and Financial Responsibility is confidential and to be used solely by the South Bend Redevelopment Commission and the Department.

A Faithful Performance Guaranty in the sum of _____ Dollars (\$ _____), an amount equal to at least 10% of the total amount offered for the real property described in Exhibit "A", shall guarantee the Applicant's execution of and performance of the purchase or lease agreement. The Faithful Performance Guaranty will be refunded to the successful Applicant at such time the Commission deems that the improvements to the land, as proposed, have been completed and the Commission as evidenced by a Certificate of Completion issued by the Commission. The Faithful Performance Guaranty will be refunded in the event this offer is rejected.

Acceptance or rejection of Applicant's proposal shall be made by depositing such notification in the US Mail addressed to the undersigned (Applicant) at the address set forth below.

In submitting this offer to purchase or lease, it is understood that the right to reject such offer is reserved by the Commission. The undersigned further agrees to execute a contract for the purchase or lease of land for development in the form prepared by the Department within thirty (30) days after notification of acceptance of this offer and to develop and use the above identified parcel(s) of land in conformity with the Federal, State and Local ordinances and regulations; applicable Development Plan; the Bid Specifications & Design Considerations; and the Narrative Description and maps and plans as submitted herein, with amendments, if any, as approved by the Commission.

Dated _____

Respectfully submitted,

Name of Individual or Corporation

By: _____
Signature

Name (type)

Title

ATTEST: (BY SECRETARY OF A Corporation)

Address: _____

By: _____
Signature

Name (type)

Title

Address: _____

Statement of Qualifications and Financial Responsibility

Applicant: _____

Address: _____

1. Is the Applicant a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms?
 Yes
 No

If yes, list each corporation or firm by name and address, specify its relationship to the Applicant, and identify the officers and directors or trustees common to the Applicant and such other corporation or firm:

2. The financial condition of the Applicant, as of _____, _____, is as reflected in the attached financial statement.

Name and address of auditor or public accountant who performed the audit on which said financial statement is based:

(NOTE: Attach to this statement a certified financial statement showing the assets and the liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)

3. If funds for development of the land are to be obtained from sources other than the Applicant's own funds, a statement of the Applicant's plan for financing the acquisition and development of the land:

4. Sources and amount of cash available to Applicant to meet equity requirements of the proposed undertaking:

- a. In banks:
Name and Address of Bank *Amount*

- b. By loans from affiliated or associated corporations or firms:
Name and Address of Bank *Amount*

- c. By sale of readily salable assets:
Description *Market Value Mortgages or Liens*

5. Names and addresses of bank references:

6. Has the Applicant or (if any), the parent corporation, or any subsidiary or affiliated corporation of the Applicant or said parent corporation, or any of the Applicant's officers or principal members, shareholders or investors, or other interested parties (as listed in items 5, 6, and 7 of the Statement for Public Disclosure and referred to herein as principals of the Applicant) been adjudged bankrupt, either voluntary or involuntary, within the past 10 years?

- Yes
- No

If yes, give date, place and under what name:

7. Has the Applicant or anyone referred to above as principals of the Applicant been indicted for or convicted of any felony within the past 10 years?

- Yes
- No

If yes, give for each case (1) date, (2) charge, (3) place, (4) Court, (5) action taken. Attach any explanation deemed necessary.

8. Undertakings, comparable to the proposed development, which have been completed by the Applicant or any of the principals of the Applicant, including a brief description of each project and date of completion:

9. If the Applicant, or any principals of the Applicant, has ever been an employee, in a supervisory capacity, for a construction contractor or builder on undertakings comparable

to the proposed development, the name of such employee, name and address of employer, title, and brief description of work:

10. If the Applicant or a parent corporation, a subsidiary, an affiliate, or a principal of the Applicant is to participate in the development of the land as a construction contractor or builder:

a. Name and address of such contractor or builder:

b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract

Yes

No

If yes, explain:

c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ _____

General description of such work:

d. Construction contracts or developments now being performed by such contractor or builder:

<i>Identification of Contract or Development</i>	<i>Location</i>	<i>Amount</i>	<i>Date to be Completed</i>
--	-----------------	---------------	---------------------------------

11. Brief statement regarding equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the development of the land, specifying particularly the qualifications of the personnel, the nature of the equipment and the general experience of the contractor:

12. Does any member of the South Bend Redevelopment Commission or any officer or employee of the City of South Bend Department of Redevelopment have any direct or

indirect personal interest in the Applicant or the development of the land as proposed?

- Yes
- No

If yes, explain:

13. Does any member of the governing body of the City of South Bend or any public official or employee of the City of South Bend have any direct or indirect personal interest in the applicant or the development of the land as proposed?

If yes, explain:

14. Statements and other evidence of the Applicant's qualifications and financial responsibilities (other than the financial statement referred to above) are attached hereto and hereby made a part hereof as follows:

Certification

I (We), _____ Certify that this Statement of Qualifications and Financial Responsibility and the attached evidence of the Applicant's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.

_____	_____
<i>Name</i>	<i>Name</i>
_____	_____
<i>Signature</i>	<i>Signature</i>
_____	_____
<i>Title</i>	<i>Title</i>
_____	_____
<i>Date</i>	<i>Date</i>

(If the Applicant is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement)

Statement for Public Disclosure

Applicant: _____

Address: _____

Taxpayer ID#: _____

1. Applicant proposes to enter into contract for the purchase or lease of land from the South Bend Redevelopment Commission. Said land is more accurately described in Exhibit "A".
2. Organizational Status of Applicant:
 - An individual
 - A corporation
 - A not-for-profit corporation or charitable institution
 - A partnership known as:
 - A business association or a joint venture known as:
 - A Federal, State or Local government or instrument thereof
 - Other (explain): _____
3. Organized and operating under the laws of _____
4. Date of Organization: _____
5. Names, addresses, and title of principal officers, investors, members or shareholders of Applicant, as follows: (attach additional sheets if necessary)
 - a. CORPORATION: the officers, directors or trustees, and each stockholder owning more than 10% of any class stock
 - b. NOT-FOR-PROFIT: the members who constitute the board of trustees or board of directors or similar governing body
 - c. PARTNERSHIP: each partner, whether a general or limited partner, and the nature and percent of interest
 - d. BUSINESS ASSOCIATION OR JOINT VENTURE: each participant and the nature and percent of interest

- e. OTHER ENTITY: the officers, the members of the governing body, and each person having an interest of more than 10%

Name & Address

Title and nature and percent of interest

6. Names, addresses, and the nature and percent of interest of each person or entity (not named in Item 5) who has a beneficial interest in any of the shareholders or investors named in Item 5 which gives such person or entity more than a computed 10% interest in the Applicant (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Applicant; or more than 50% of the stock in a corporation which holds 20% of the stock of the Applicant).

Name & Address

Title and nature and percent of interest

7. Names of officers and directors, or trustees of any corporation or firm listed under Item 5 or Item 6 above.

Name & Address

Title and nature and percent of interest

Certification

I (We), _____ Certify that this Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.

_____	_____
<i>Name</i>	<i>Name</i>
_____	_____
<i>Signature</i>	<i>Signature</i>
_____	_____
<i>Title</i>	<i>Title</i>
_____	_____
<i>Date</i>	<i>Date</i>

(If the Applicant is an individual, this statement should be signed by such individual; if a partnership, it should be signed by one of the partners; if a corporation or other entity, it should be signed by one of its chief officers having knowledge of the facts required by this statement)

Affidavit of Non-Collusion

State of Indiana)
)
County of St. Joseph) SS:

The undersigned, being first fully sworn, deposes and says that:

1. He/she is: owner, partner, officer, representative, agent, of _____ (applicant);
2. He/she is fully informed respecting the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
3. Such offer is genuine and not a collusive or sham offer;
4. Neither said Applicant nor any of its officers, partners, owner's agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed directly or indirectly, with any other Applicant, firm or person to submit a collusive or sham offer in connection with the Contract for which the attached offer has been submitted or to refrain from making an offer in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Applicant, firm or person to fix the price or prices in the attached offer, or of any other Applicant, or to fix any overhead, profit, or cost element of the offering price of any other Applicant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of South Bend and/or its Department of Community Investment and/or the South Bend Redevelopment Commission person interested in the proposed Contact; and
5. The price or prices quoted in the attached offer are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Applicant or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Affiant

Signature

Title

Before me, the undersigned, a Notary Public, _____ subscribed and swore to this Affidavit of Non-Collusion on this _____ day of _____, _____.

(Seal) _____
Notary Public

A resident of _____, County, _____.



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 03/11/2024
FROM: Joseph Molnar
SUBJECT: Second Amendment to Real Estate Purchase Agreement

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Extending Time Frame for former Fat Daddy's Site Purchase Agreement

Specifics: This Second Amendment Agreement extends the closing date and contingency date for the former Fat Daddy's site Purchase Agreement. On July 14, 2022, the Commission approved a Purchase Agreement with Devereaux Peters for the sale of the site for a Low-Income Housing Tax Credit Project. The project was awarded tax credits as part of the fall 2023 period.

The amendment takes into consideration that time difference and extends the deadline for closing until end of the year 2024. All commitments remain the same. The planned project is a sixty (60) unit apartment building, forty-eight (48) being affordable income restricted apartments with a total investment of at least \$16 million.

Staff requests approval of this Amendment.

INTERNAL USE ONLY: Project Code: _____;

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

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

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

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

_____ . Going to BPW for Contracting? Y/N

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

Second Amendment to REAL ESTATE PURCHASE AGREEMENT

This SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into to be effective as of the 14th day of March, 2024, by and between South Bend Redevelopment Commission (“**Seller**”), as Seller, and The Monreaux, LLC, an Indiana limited liability company (“**Purchaser**”), as Purchaser (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

A. Seller and Purchaser entered into that certain Real Estate Purchase Agreement, dated effective as of July 14, 2022, as amended by the First Amendment to the Real Estate Purchase Agreement, dated effective as of July 13, 2023 (the “**Agreement**”) for the purchase and sale of certain real property located in the in St. Joseph County, City of South Bend, State of Indiana as more particularly described in Exhibit A of the Agreement (the “**Real Estate**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

B. Seller and Purchaser now desire to amend the Agreement in order to provide for an extension of the Closing date thereunder and to address certain other matters, all as set forth hereunder.

AGREEMENT

NOW, THEREFORE, in consideration of these premises, and the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. **Recitals.** The recitals set forth above, including each and every recital contained therein, are incorporated into and made a part of this Amendment as though fully set forth herein.
2. **Amendments.** The Agreement is hereby amended as follows:
 - a) The first sentence of Section 4 (c) shall be amended and replaced with the following:

If at any time on or before December 31, 2024 (the “**Contingency Date**”), Buyer determines, for any reason, in Buyer’s sole discretion, that the Property or the transaction described herein is unacceptable to Buyer, then Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller at any time on or before the Contingency Date in which event, at Buyer’s election, all Earnest Money shall be returned to Buyer (“**Buyer’s Contingency**”).

The remaining terms of Section 4 (c) under the Agreement shall remain. The Agreement is further amended throughout as necessary to provide that all references to the term “**Contingency Date**” shall have the meaning of December 31, 2024.

- b) The last full sentence of Section 7 (a) of the Agreement shall be amended and replaced with the following:

The "Closing Date" shall be December 31, 2024, or such earlier or later date as may be agreed to in writing by Seller and Buyer.

The remaining terms of Section 7 (a) under the Agreement shall remain.

3. **Entire Agreement; Conflict.** Except as otherwise stated herein, all other terms, conditions and agreements contained in the Agreement remain unmodified and in full force and effect. The Parties hereby expressly reaffirm their respective obligations under the Agreement, and unless expressly modified by this First Amendment, the terms and provisions of the Agreement remain in full force and effect. To the extent a conflict exists between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

4. **Capitalized Terms.** Capitalized Terms used in this First Amendment will have the same meanings set forth in the Agreement, except as otherwise stated herein.

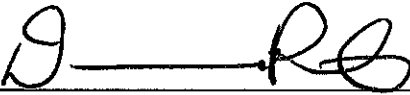
5. **Counterparts; Electronic or Facsimile Transmission.** This Amendment may be executed in counterparts which, when combined, shall constitute one instrument. The electronic or facsimile transmission of a signed counterpart of this Amendment shall be binding upon the party whose signature is contained on the transmitted copy.

[Signature Page Follows.]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Second Amendment to Real Estate Purchase Agreement to be effective as of the date set forth above.

“BUYER”:

The Monreaux LLC

By:  _____
Devereaux Peters, its sole member

“SELLER”:

South Bend Redevelopment Commission

By: _____
Marcia I. Jones, President

Attest: _____
Vivian Sallie, Secretary



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: March 11, 2024

FROM: Caleb Bauer, DCI Executive Director

SUBJECT: River Glen Office Park Purchase Agreement

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source* (circle one) River West; River East; South Side; Douglas Road; West Washington; RDC General

*Funds are subject to the City Controller's determination of availability; if funds are unavailable, as solely determined by the City Controller, then the authorization of the expenditure of such funds shall be void and of no effect.

Purpose of Request: Approval of real estate purchase agreement for the \$3.25M purchase of the River Glen Office Park

Specifics: The Department of Community Investment requests approval of the purchase of the 5.2 Acre River Glen Office Park. The office park is comprised of three office buildings totaling roughly 74,303 square feet and accompanying surface parking lots with 292 spaces on the west bank of the St. Joseph River, opposite Howard Park.

Staff proposes the acquisition to allow for re-establishment of the traditional street grid through the site and to facilitate future redevelopment of the riverfront property. Upon closing in no more than 60 days, staff will work to design infrastructure connections, riverfront improvements, and issue a future RFP for redevelopment of the site that aligns with the principles of the recently adopted Monroe Park/Edgewater Neighborhood Plan.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”) is made by and between River Glen GCND Holdings, LLC, with an address 999 Corporate Drive, Suite 210, Ladera Ranch, California 92694 (“Seller”) and the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, with an address of 227 W. Jefferson Boulevard, Suite 1400 S, South Bend, Indiana 46601 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Buyer exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, cited as Indiana Code 36-7-14 (the “Act”).

B. In furtherance of its purposes under the Act, Buyer desires to purchase from Seller certain real property located at 501 E. Monroe, 401 E. Monroe, 404 Columbia, 350 Columbia, and 348 Columbia in South Bend, Indiana, and more particularly described in attached **Exhibit A** (the “Property”).

C. The Property is situated in the River West Development Area and is set forth on the acquisition list related thereto, pursuant to Buyer’s Resolution No. 3485.

D. Seller desires to sell the Property to the Buyer in accordance with this Agreement and the Act.

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. OFFER AND ACCEPTANCE

A copy of this Agreement, signed by Seller, constitutes Seller’s offer to sell the Property, and once signed by Buyer, constitutes Buyer’s offer to purchase the Property on the terms stated in this Agreement. A copy signed by Buyer shall be delivered to the Seller, in care of the following representative (“Seller’s Representative”):

River Glen GCND Holdings, LLC
c/o M360 Advisors, LLC
Attn: Richard Marshall
999 Corporate Drive, Suite 210
Ladera Ranch, CA 92694

Seller shall return a signed copy of this Agreement to the following representative (“Buyer’s Representative”):

Caleb Bauer

Executive Director of Community Investment
City of South Bend
1400S County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

With a copy to:

South Bend Legal Department
Attn: Corporation Counsel
City of South Bend
1200 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

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 by Buyer and Seller (the "Contract Date").

2. PURCHASE PRICE AND EARNEST MONEY DEPOSIT

A. Purchase Price. The purchase price for the Property shall be Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) (the "Purchase Price"), payable by Buyer to Seller as described in Section 7 (the "Closing," the date of which is the "Closing Date").

B. Earnest Money Deposit. Within thirty (30) days after the Contract Date, Buyer will deliver to Meridian Title Company (the "Title Company") the sum of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00), which Title Company on behalf of Seller will hold as an earnest money deposit (the "Earnest Money Deposit"). Title Company will be responsible for disposing of the Earnest Money Deposit in accordance with the terms of this Agreement. The Earnest Money Deposit shall be credited against the Purchase Price at the Closing or, if no Closing occurs, refunded or forfeited as provided below.

3. BUYER'S DUE DILIGENCE

A. Investigation. Seller acknowledges that Buyer's determination to purchase the Property requires a process of investigation (Buyer's "Due Diligence") into various matters. Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Due Diligence Period. Buyer shall have a period of forty-five (45) days following the Contract Date to complete its examination of the Property in accordance with this Section 3 (the “Due Diligence Period”). Upon such written notice, the Parties may proceed to Closing prior to the expiration of the Due Diligence period described in this Section.

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer, at Buyer’s expense, to:

(i) to enter upon the Property or to cause agents to enter upon the Property for purposes of examination; provided, however, that Buyer may not take any action upon the Property which reduces the value thereof without Seller’s express written consent, which shall not be unreasonably delayed or withheld. If Closing does not occur, Buyer shall promptly restore the Property to its condition prior to entry; and

(ii) File any application with any federal, state, county, municipal or regional agency relating to the Property for the purpose of obtaining any approval necessary for Buyer’s anticipated use of the Property. If Seller’s written consent to or signature upon any such application is required by any such agency for consideration or acceptance of any such application, Buyer may forward necessary, reasonable forms created by the governmental agency to and request from Seller such consent or signature, which Seller shall not unreasonably withhold after being reimbursed for Seller’s expenses.

D. Termination of Agreement. If at any time within the Due Diligence Period, Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement and Buyer shall be entitled to a full refund of the Earnest Money Deposit.

4. PRESERVATION OF TITLE AND CONDITION

A. After the date Seller receives a copy of this Agreement as described in Section 1, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any new interests, liens, restrictions, easements, covenants, reservations or other matters affecting Seller’s title (such matters are referred to as “Encumbrances”).

B. Seller hereby covenants that Seller will not alter the condition of the Property at any time after the date Seller receives a copy of this Agreement as described in Section 1. Further, Seller will not release or cause to be released any hazardous substances on or near the Property and will not otherwise collect or store hazardous substances or other materials, goods, refuse or debris at the Property.

5. TITLE COMMITMENT AND SURVEY

Buyer shall obtain the Title Commitment for an owner's policy of title insurance issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company") within twenty (20) days after the Contract Date. Buyer, at its option, may obtain a survey of the Property, at its sole expense. The Property shall be conveyed to Buyer free of all encumbrances, including but not limited to mortgages, judgments, and taxes, unless otherwise waived in writing by Buyer. The Title Commitment will be issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company"). The Title Commitment shall: agree to insure good, marketable and indefeasible fee simple title to the Property in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed from the Seller to the Buyer. The Title Commitment shall further provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject only to any encumbrances waived by Buyer. Regardless of whether this transaction closes, Buyer shall be responsible for the title search charges, the cost of the Title Commitment and owner's policy. Within thirty (30) days after Buyer's receipt of the Title Commitment, Buyer shall give Seller written notice of any objections to the Title Commitment. Within thirty (30) days after Buyer's receipt of the Survey, Buyer shall give Seller written notice of any objections to the Survey. Any exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a "Permitted Encumbrance." If the Seller is unable or unwilling to correct the Buyer's reasonable, standard title and survey objections within the Due Diligence Period, Buyer may terminate this Agreement by written notice to Seller prior to expiration of the Due Diligence Period, in which case the Earnest Money Deposit shall be refunded to Buyer. If Buyer fails to so terminate this Agreement, then such objections shall constitute "Permitted Encumbrances" as of the expiration of the Due Diligence Period, and Buyer shall acquire the Property without any effect being given to such title and survey objections.

6. SELLERS' REPRESENTATIONS AND WARRANTIES

The undersigned Seller represents and warrants to Buyer that Seller owns fee simple title to the Property and is fully empowered to sell the Property to Buyer under the terms and conditions stated in this Agreement. Seller, to the best of Seller's knowledge, represents and warrants that Seller is not a party to any litigation or administrative proceeding with respect to the Property, nor has any litigation or administrative proceeding been threatened against the Property. Additionally, Seller represents and warrants that it has disclosed to Buyer any notifications from any local, state, or federal authority regarding environmental matters pertaining to the Property. Seller shall provide Buyer a copy of all known environmental inspection reports, engineering, title, and survey reports and documents in Seller's possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Seller's Representative.

7. CLOSING

A. Timing of Closing. Unless this Agreement is earlier terminated, the transfer of title contemplated by this Agreement (the "Closing") shall be held at the office of the Title Company on a mutually agreeable date not later than fifteen (15) days after the end of the Due Diligence Period.

B. Closing Procedure. At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of a special warranty deed, substantially in the form attached hereto as **Exhibit B**, conveying the Property to the Buyer, free and clear of all liens, encumbrances, judgments, title defects and exceptions, except those expressly waived by Buyer, and the Title Company's delivery of the Title Commitment to Buyer in accordance with Section 5 above.

C. Closing Costs. Seller shall pay the Title Company's closing fee and all recordation costs associated with the transaction contemplated in this Agreement.

D. Personal Property. Any personal property remaining at the Property after Closing will be deemed to be abandoned by the Seller, and Buyer, in its sole discretion, may choose to exercise possession of and control over any such personal property.

E. Seller's Due Diligence. Seller acknowledges that Seller has conducted its own due diligence and acknowledges that the Purchase Price is fair and reasonable and waives any right that Seller may have to an appraisal or to contest or challenge the validity of compensation received under this Agreement.

8. ACCEPTANCE OF PROPERTY "AS-IS"

Except as otherwise set forth herein, 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 shall be construed to constitute such a representation or warranty as to condition or fitness.

9. TAXES

Seller shall be responsible for all taxes related to the Property accruing through the Closing Date, if any, even if such taxes are not yet due and payable. Buyer, or Buyer's successors and assigns, shall be liable for all real property taxes accruing against the Property after the Closing Date, if any.

10. COMMISSIONS

The Parties acknowledge that Seller is represented by NAI Cressy in connection with the transaction contemplated in this Agreement. Buyer is not represented by any broker. Buyer and Seller agree to indemnify and hold one another harmless from any claim for commissions, other than that owed to NAI Cressy which will be paid by Seller, in connection with the transaction contemplated in this Agreement.

11. INTERPRETATION; APPLICABLE LAW; JURISDICTION

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 be presumptively resolved, against either Party. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana. 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.

12. NOTICES

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to Seller in care of Seller's Representative, or to Buyer in care of Buyer's Representative at the respective addresses stated in Section 1 above. Either Party may, by written notice, modify the address for future notices to such Party.

13. 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 thirty (30) 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 thirty (30) days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure within a reasonable time. In the event of a default or breach that remains uncured for longer than the period stated in the foregoing sentence, 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.

14. 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 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.

15. INDEMNITY

The Parties agree to reimburse each other for any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense and settlement), which either party may subsequently incur, become responsible for, or pay out as a result of a breach by the other party in default of this Agreement. In the event of legal action initiated by a third party as a result of a breach of this Agreement, the breaching party shall assume the defense of the non-breaching party, including all costs associated therewith.

16. 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.

17. 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.

18. 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.

19. TIME

Time is of the essence of this Agreement.

20. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between Seller and Buyer and supersedes all prior discussions, understandings, or agreements between Seller and Buyer concerning the transaction contemplated in this Agreement, whether written or oral.

21. 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. Facsimile signatures will be regarded as original signatures.

22. AUTHORITY TO EXECUTE; EXISTENCE

The undersigned persons executing and delivering this Agreement on behalf of the Parties each represent and certify that they are the duly authorized representatives of the respective Parties and have been fully empowered to execute and deliver this Agreement and that all necessary action has been taken and done. Further, the undersigned representative of Seller represents and warrants that Seller is duly organized, validly existing, and in good standing under the laws of the State of Indiana.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the ____ day of ____ 2024.

BUYER:

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

By:

Marcia I. Jones, President

ATTEST:

By:

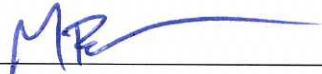
Vivian Sallie, Secretary

SELLER:

RIVER GLEN GCND HOLDINGS,
LLC, a Delaware limited liability
company

By: M360 Advisors, LLC, a Delaware
limited liability company
Its: Manager

By:



Name:

MATTHEW KOELLIKER

Title:

PRESIDENT

EXHIBIT A

Description of Property

Commonly Known: 501 E MONROE

Parcel ID: 018-3090-3486

State ID: 71-08-12-401-002.000-026

Legal Description: BEG 250' EAST OF COLUMBIA ST ON N SIDE OF MONROE ST CONT APPROX 67,256 SQ FT 1.44 AC SEC 12-37-2E

Commonly Known: 401 E Monroe

Parcel ID: 018-3090-3476

State ID: 71-08-12-327-004.000-026

Legal Description: Tr Of Land In Ne 1/4 Sw 1/4 Sec. 12-37-2e Beg 78.14' W Of E Boundary Of Fellow St Prov. N & Nly Boundary Of Monroe St Cont. 48569.4 Sq Ft Sec 12-37-2e

Commonly Known: 404 Columbia

Parcel ID: 018-3090-3485

State ID: 71-08-12-401-001.000-026

Legal Description: Beg At Inter Of E Boundary Of Fellows As Proj No & The No Boundary Of Monroe St Known As Parcel 6-1 Ex Parcels Sold Cont 57499.20 Sq Ft 1.32 Ac 12-37-2e

Commonly Known: 350 Columbia

Parcel ID: 018-3090-348401

State ID: 71-08-12-256-001.000-026

Legal Description: Tr Beg Inter E Right Of Way Of Columbia & N Right Of Way Monroe At A Point 270'N 75'E 43.10'Se & 113.02nely To Pob Cont 21750.05sq' Sec 12-37-2e And Being

Commonly Known: 348 Columbia

Parcel ID: 018-3090-3481

State ID: 71-08-12-178-006.000-026

Legal Description: Beg Appx 316.58' N Of Ne Cor Monroe & Columbia Known As Parcel 6-1b-B Cont Appx .811ac 35327.16 Sq Ft Sec 12-37-2e 03-04 Setup 3481a Per 11622 1-3-03

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD
TRANSFER NO. _____
TAXING UNIT _____
DATE _____
KEY NO. See Attachment

SPECIAL WARRANTY DEED

[FORM OF SPECIAL WARRANTY DEED TO BE PROVIDED BY TITLE COMPANY]

Signature Page Follows

GRANTOR:

River Glen GCND Holdings, LLC

By: _____

STATE OF _____)
) SS:
_____ COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared _____, known to me to be the _____ of River Glen GCND Holdings, LLC, and acknowledged the execution of the foregoing Special Warranty Deed as their true act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 2024.

My Commission Expires:

Notary Public
Residing in _____ County, _____

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. /s/ Danielle Campbell Weiss

This instrument was prepared by Danielle Campbell Weiss, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

EXHIBIT 1

Description of Property

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RESOLUTION NO. 3595**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION APPROVING A PROPOSED LEASE WITH THE SOUTH BEND REDEVELOPMENT AUTHORITY RELATING TO THE FOUR WINDS FIELD AT COVELESKI PROJECT, AUTHORIZING PUBLICATION OF NOTICE OF PUBLIC HEARING IN CONNECTION THEREWITH, AND ALL MATTERS RELATED THERETO**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”), the governing body of the South Bend Department of Redevelopment and the Redevelopment District of the City of South Bend, Indiana (the “District”), exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the “Act”); and

WHEREAS, the City has determined to undertake certain improvements to the Four Winds Field at Coveleski Stadium (the “Stadium”) consisting of enhancements to the Stadium including, without limitation, modernizing the existing stadium infrastructure, adding a full second level above the existing facility, renovating the primary seating areas and suites, adding a new 20,000 square foot, four-story club and event space building, and a new playground and splash pad with additional improvements including, without limitation, additional restrooms, additional circulation space, updated retail and concessions areas, a new improved entrance, and all projects related to the foregoing projects (collectively, the “Project”) for the purpose of increasing the Stadium’s capacity and providing for increased future success; and

WHEREAS, the Commission has given consideration to (i) financing the cost of all or a portion of the Project; (ii) funding a debt service reserve fund, if necessary in connection with the issuance of the Bonds (defined herein); and (iii) paying costs incurred in connection with the issuance of the Bonds; and

WHEREAS, the Commission, being duly advised, now finds that it is in the best interests of the City and its citizens for the purpose of financing the Project to enter into negotiations with the South Bend Redevelopment Authority (the “Authority”) to enter into a lease (the “Lease”) with the Authority, as Lessor, for the Project, in order to better serve the residents of the City; and

WHEREAS, the form of the proposed Lease has been presented to the Commission at this public meeting; and

WHEREAS, after the duly conducted public hearing, the Commission may adopt a Resolution pursuant to Section 25.2 of the Act authorizing the execution of the proposed Lease on behalf of the City if it finds that the service to be provided throughout the term of the proposed Lease will serve the public purpose of the City, is in the best interests of its residents, and that the Lease rentals provided for are fair and reasonable; and

WHEREAS, the Commission expects that the Authority will consider adoption of a resolution authorizing the issuance its lease rental revenue bonds (the “Bonds”) in one (1) or more series for the purpose of financing all or a portion of the costs of the Project and costs related thereto;

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

SECTION 1. The Commission hereby preliminary approves the proposed Lease between the Authority and the Commission in the form presented at this public meeting. The Commission hereby sets the public hearing on the Lease for Thursday, March 28, 2024, at 9:30 a.m., Room 1308 of the County-City Building, located at 227 West Jefferson Boulevard, South Bend Indiana, or at such other time and/or place as any Officer of the Commission shall determine. The Commission hereby authorizes the publication of a notice of the public hearing on the Lease pursuant to applicable Indiana law and in the form authorized by any Officer of the Commission.

SECTION 2. This Resolution shall take effect, and be in full force and effect, upon passage and approval by the Commission, in conformance with applicable law.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on March 14, 2024, in Room 1308, County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601.

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

Vivian Sallie, Secretary

LEASE AGREEMENT

between

SOUTH BEND REDEVELOPMENT AUTHORITY

LESSOR

and

SOUTH BEND
REDEVELOPMENT COMMISSION

LESSEE

Dated as of April 1, 2024

(Four Winds Field at Coveleski Stadium Project)

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this 1st day of April, 2024, by and between the SOUTH BEND REDEVELOPMENT AUTHORITY (the “Lessor”), a separate body corporate and politic organized and existing under the provisions of I.C. 36-7-14.5 as an instrumentality of the City of South Bend, Indiana (the “City”), and the CITY OF SOUTH BEND REDEVELOPMENT COMMISSION (the “Lessee”), the governing body of the City of South Bend, Department of Redevelopment, acting for and on behalf of the City.

WITNESSETH:

WHEREAS, the City has created the Lessor under and in pursuance of the provisions of I.C. 36-7-14, I.C. 36-7-14.5 and I.C. 36-7-25 (collectively, the “Act”), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements and redevelopment and economic development projects; and

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with the Act; and

WHEREAS, the Lessee is the governing body of the South Bend Department of Redevelopment and the Redevelopment District of the City (the “District”) which District is coterminous with the boundaries of the City; and

WHEREAS, in accordance with prior resolutions adopted by the Lessee, the Lessee has designated a certain area of the City known as the “River West Development Area” (the “Area”) as an economic development area under the Act and approved an economic development plan for the Area; and

WHEREAS, the City has determined to undertake certain renovations and improvements to Four Winds Field at Coveleski Stadium (the “Stadium”) consisting of enhancements to the Stadium including, without limitation, modernizing the existing stadium infrastructure, adding a full second level above the existing facility, renovating the primary seating areas and suites, adding a new 20,000 square foot, four-story club and event space building, and a new playground and splash pad with additional improvements including, without limitation, additional restrooms, additional circulation space, updated retail and concessions areas, a new improved entrance, and all projects related to the foregoing projects (collectively, the “Project”) for the purpose of increasing the Stadium’s capacity and providing for increased future success; and

WHEREAS, the Project will foster further economic development and redevelopment throughout the District, including the Area; and

WHEREAS, the City, the Lessor, and the Lessee seek to provide a means to finance the Project; and

WHEREAS, the Act authorizes the Lessor to issue bonds for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating local public improvements; and

WHEREAS, the costs related to acquiring and completing the Project will be paid from proceeds of bonds to be issued by the Lessor in one (1) or more series; and

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to pay debt service on and other necessary incidental expenses of the Authority relating to the Bonds to be issued by the Lessor to finance the acquisition and completion of the Project; and

WHEREAS, the Lessor has acquired or will acquire an interest in the real estate on which the Project will be located (the “Leased Premises”) described on Exhibit A hereto and such interest shall be for a term no less than the term of this Lease; and

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to I.C. § 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Common Council of the City (the “Common Council”) has, by resolution, approved this Lease in accordance with the provisions of Section 25.2 of the Act, and the Resolution has been entered in the official records of the Common Council; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary, that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by Resolution, and the Resolution has been entered in the official records of the Lessor.

THIS AGREEMENT WITNESSETH THAT:

1. **Premises, Term and Warranty.** The Lessor does hereby lease, demise and let to Lessee all of the Lessor’s right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date the Lessor acquires an interest in any of the Leased Premises and ending on the day prior to a date not later than twenty (20) years after such date of acquisition by the Lessor. Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase all of the Leased Premises pursuant to Section 11 hereof and the payment of the option price, or (b) the payment or defeasance of all obligations issued by the Lessor and secured by this Lease or any portion thereof; provided that no bonds or other obligations of the Lessor issued to finance the Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, including, but not limited to the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is

available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

2. **Lease Rental.** (a) **Fixed Rental Payments.** The Lessee agrees to pay rental for the Leased Premises at an annual rate per year during the term of the Lease not to exceed Four Million Four Hundred Seventy-six Thousand Dollars (\$4,476,000), payable in semi-annual installments. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the Leased Premises, together with that portion of the Leased Premises which is complete and ready for use by the Lessee at the time such semi-annual installment is made. Such rental shall be payable in advance in semi-annual installments on January 15 and July 15 of each year, with the first rental installment due no earlier than January 15, 2025. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease.

After the sale of the Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on August 1, rounded up to the next One Thousand Dollars (\$1,000), together with incidental costs in each year in an amount to be determined at the time the Bonds are sold for the purpose of paying annual trustee fees and related costs, payable in advance in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Leased Premises at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

(b) **Additional Rental Payments.** (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises (“Additional Rentals”) the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds (“Code”), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may, by Resolution, pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the

Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) **Source of Payment of Rentals.** The annual rentals set forth in Section 2(a) hereof and the Additional Rentals shall be payable from a special benefits tax levied upon the District and received by the Lessee for deposit into the Four Winds Field at Coveleski Stadium Principal and Interest Account of the Redevelopment District Bond Fund (the "Bond Fund") pursuant to Indiana Code 36-7-14-27 (the "Special Benefits Tax Revenues"). The Lessee may pay the annual rentals and the Additional Rentals, or any other amounts due hereunder, from any revenues legally available to the Lessee; provided, however, the Lessee shall be under no obligation to pay any annual rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the Special Benefits Tax Revenues deposited into said account in the Bond Fund.

3. **Payment of Rentals.** All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as Trustee ("Trustee") under the Trust Indenture between it and the Lessor ("Indenture"), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. **Abatement of Rent; Substitution.** If any part of the Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use by the Lessee, it shall then be the obligation of the Lessor to restore and reconstruct that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or reconstruction more than the condemnation proceeds received by the Lessor.

If any part of the Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds. In the event that all or a portion of the Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Lessor and the Lessee shall amend the Lease to add to and/or replace a portion of the Leased Premises to the extent necessary

to provide for available Leased Premises with a value supporting rental payments under the Lease sufficient to pay when due all principal of and interest on outstanding Bonds.

5. **Maintenance, Alterations and Repairs.** The Lessee may enter into agreements with one (1) or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. **Insurance.** During the full term of this Lease, the Lessee shall, at its own expense, keep in effect public liability insurance in amounts customarily carried for similar properties. Such insurance may be provided under the public liability self-insurance program of the City. Additionally, notwithstanding anything in this Lease to the contrary, Lessee does not waive any governmental immunity or liability limitations available to it under Indiana law.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. **Eminent Domain.** If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one (1) or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the

payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. **General Covenant.** The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described, without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

9. **Tax Covenants.** In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that none of the Lessor, the Lessee or the City will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which will cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Lease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All Officers, Members, Employees and Agents of the Lessor, the Lessee, and the City are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor, the Lessee, and the City as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor, the Lessee, and the City evidencing the Lessor's, the Lessee's, and the City's commitments set forth herein. In particular, all or any Members or Officers of the Lessor, the Lessee, and the City are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor, the Lessee, and the City on the date the Bonds are issued and the commitments set forth herein with respect to the Lessor, the Lessee, and the City regarding the amount and use of the proceeds of the Bonds.

Notwithstanding any other provisions hereof, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with if the Lessee receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

10. **Option to Renew.** The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

11. **Option to Purchase.** The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of any such indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Leased Premises, or any portion thereof, including, but not limited to all indebtedness incurred on account of the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises, or any portion thereof as set forth above, by the Lessee or conveyance of the Leased Premises, or any portion thereof as set forth above, to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or any portion thereof as set forth above, or under any obligation respecting the creditors, members or security holders of the Lessor.

12. **Transfer to Lessee.** If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

13. **Defaults.** If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. **Notices.** Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: South Bend Redevelopment Authority, Attention: President, c/o Department of Community Investment, 227 West Jefferson Blvd., Suite 1405, South Bend, Indiana; (b) to Lessee: South Bend Redevelopment Commission, Attention: President, c/o Department of Community Investment, 227 West Jefferson Blvd., Suite 1405, South Bend, Indiana.

The Lessor, the Lessee and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. **Successors or Assigns.** All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

16. **Construction of Covenants.** The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed

to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

LESSOR:

**SOUTH BEND REDEVELOPMENT
AUTHORITY**

_____, President

ATTEST:

_____, Secretary-Treasurer

LESSEE:

**SOUTH BEND REDEVELOPMENT
COMMISSION**

Marcia I. Jones, President

ATTEST:

Vivian Sallie, Secretary

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

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary-Treasurer, respectively, of the South Bend Redevelopment Authority (the “Authority”), and acknowledged the execution of the foregoing Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this ____ day of _____, 2024.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

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

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Marcia I. Jones and Vivian Sallie, personally known to be the President and Secretary, respectively, of the South Bend Redevelopment Commission (the “Commission”), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this ____ day of _____, 2024.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

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

Randolph R. Rompola

This instrument was prepared by Randolph R. Rompola, Barnes & Thornburg LLP,
201 South Main Street, Suite 400, South Bend, Indiana 46601.

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All of the City's interest in all or a portion of the Leased Premises which consists of existing Four Winds Field at Coveleski Stadium, as more particularly described as follows:

501 West South Street, South Bend, Indiana 46601

[A more detailed description of the Leased Premises will be provided prior to recording of the Lease].

EXHIBIT B

**ADDENDUM TO LEASE BETWEEN SOUTH BEND REDEVELOPMENT
AUTHORITY, LESSOR AND SOUTH BEND REDEVELOPMENT COMMISSION,
LESSEE**

THIS ADDENDUM (this “Addendum”), entered into as of this ____ day of _____, 2024, by and between South Bend Redevelopment Authority (the “Lessor”), and South Bend Redevelopment Commission (the “Lessee”);

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of April 1, 2024 (the “Lease”); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR

LESSEE

**SOUTH BEND REDEVELOPMENT
AUTHORITY**

**SOUTH BEND REDEVELOPMENT
COMMISSION**

President

President

ATTEST:

ATTEST:

Secretary-Treasurer

Secretary

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

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary-Treasurer, respectively, of the South Bend Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this _____ day of _____, 2024.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

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

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the Vice-President and Secretary, respectively, of the South Bend Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 2024.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

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

Randolph R. Rompola

This instrument was prepared by Randolph R. Rompola Barnes & Thornburg LLP,
201 South Main Street, Suite 400, South Bend, Indiana 46601.

Appendix I to Addendum to Lease

Adjusted Rental Schedule

Payment <u>Date</u>	Total <u>Rental Payment</u>
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CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 3/14/2024

FROM: Leslie Biek, PE

SUBJECT: LaSalle and Colfax Design Amendment #1

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST:

Request additional funding of \$150,000 for the design of the LaSalle and Colfax Streetscapes.

Specifics:

Amendment #1 is for design alterations that were made to the LaSalle Streetscape as well as improvements to the design of the upcoming Colfax Streetscape.

INTERNAL USE ONLY: Project Code: **PN 123-010** **PROJ 317** _____;

Total Amount new/**change** (inc/dec) in budget: **\$150,000** _____; Break down:

Costs: Engineering Amt: **\$150,000** _____; Other Prof Serv Amt _____;

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

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

_____ . Going to BPW for Contracting? **Y**/N

Is this item ready to encumber now? **N** Existing PO# **13624** **Inc**/Dec \$ _____