



South Bend

# Redevelopment Commission

215 S. Dr. Martin Luther King, Jr. Blvd., Room 301, South Bend, Indiana

## Redevelopment Commission Agenda Item

DATE: 11/19/2025  
FROM: Caleb Bauer, Executive Director  
SUBJECT: Redevelopment Services Agreements

Pres/V-Pres

ATTEST: Secretary

Date: November 24, 2025



APPROVED



Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source\* (circle) River West; River East; South Side; Douglas Road; West Washington; RDC General; Riv. East Res.

\* 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:** RDC staff requests consideration of amendments to 3-year RDC services agreements with DCI staff, Engineering staff, and Legal Department staff who work to support the RDC's activities. The agreements include a 3% annual escalation, which is in line with historical annual salary adjustments. If approved, funding will be provided out of a pro-rated share of TIF funds from each district.

**FOURTH AMENDMENT TO  
REDEVELOPMENT SUPERVISORY SERVICES AGREEMENT**

This Fourth Amendment to Redevelopment Supervisory Services Agreement (this “Fourth Amendment”) is made effective as of January 1, 2026 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”), and the City of South Bend, Indiana, an Indiana municipal corporation, acting by and through the City of South Bend, Indiana Board of Public Works (the “Provider”).

**RECITALS**

A. The Commission and the Provider entered into a Redevelopment Supervisory Services Agreement dated January 12, 2017, as amended by the First Amendment to Redevelopment Supervisory Services Agreement dated March 13, 2018, the Second Amendment to Redevelopment Supervisory Services Agreement dated effective January 1, 2020, and the Third Amendment to the Redevelopment Supervisory Services Agreement dated effective January 1, 2023 (together, the “Services Agreement”), for the provision of supervisory services to the Commission in relation to the Commission’s Projects (as defined in the Services Agreement).

B. The Commission and the Provider wish to amend the Services Agreement as set forth in this Fourth Amendment.

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

1. Section 4(A) of the Services Agreement is deleted and replaced with the following:

“A. Fees for Services. The Provider will render the Requested Services to the Commission through the work of the Provider’s employees holding the position titles “Executive Director of Community Investment,” “Director of Growth & Opportunity,” “Assistant Director of Growth & Opportunity,” and “Property Development Manager.” As compensation for the Requested Services, the Commission agrees to pay the Provider a flat fee for each respective calendar year in an amount not to exceed the total amount stated in the table below (the “Annual Fee”).

<b><u>Period</u></b>	<b><u>Position</u></b>	<b><u>Annual Fee</u></b>
January 1 to December 31, 2026	Exec. Dir. of Community Investment	\$ 44,078.00
	Director of Growth & Opportunity	\$ 47,594.00
	Asst. Director of Growth & Opportunity	\$ 52,140.00
	Property Development Manager	\$ 59,351.00
	<u>Total for 2026</u>	\$ 203,163.00
January 1 to December 31, 2027	Exec. Dir. of Community Investment	\$ 45,400.44
	Director of Growth & Opportunity	\$ 49,021.82

	Asst. Director of Growth & Opportunity	\$ 53,704.20
	Property Development Manager	\$ 61,131.79
	<u>Total for 2027</u>	\$ 209,258.00
January 1 to December 31, 2028	Exec. Dir. of Community Investment	\$ 46,762.46
	Director of Growth & Opportunity	\$ 50,492.47
	Asst. Director of Growth & Opportunity	\$ 55,315.33
	Property Development Manager	\$ 62,965.74
	<u>Total for 2028</u>	\$ 215,536.00

”

2. In Section 5 of the Services Agreement, the text “December 31, 2025” is deleted and replaced with the following: “December 31, 2028.”

3. Section 15 of the Services Agreement is deleted and replaced with the following:

“SECTION 15. Notices.

“All notices or other communications which are required or permitted under the terms of this Agreement shall be sufficient if delivered personally, by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

Commission: Department of Community Investment  
215 S. Dr. Martin Luther King Jr. Boulevard  
Suite 500  
South Bend, Indiana 46601  
Attn: Executive Director

Provider: Department of Public Works  
215 S. Dr. Martin Luther King Jr. Boulevard  
Suite 400  
South Bend, Indiana 46601  
Attn: Director”

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

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Redevelopment Supervisory Services Agreement to be effective as of the Effective Date stated above.

**CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Gary A. Gilot, Member



Murray L. Miller, Member



Joseph R. Molnar, Vice President



Breana Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: December 9, 2025

**SOUTH BEND REDEVELOPMENT  
COMMISSION**



Troy Warner, President

**ATTEST:**



Eli Wax, Secretary

Date: November 24, 2025





South Bend

# Redevelopment Commission

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ATTEST:  \_\_\_\_\_ Secretary

Date: November 24, 2025

☒ APPROVED ☐ Not Approved  
SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source\* (circle) River West; River East; South Side; Douglas Road; West Washington; RDC General; Riv. East Res.

\* 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:** RDC staff requests consideration of amendments to 3-year RDC services agreements with DCI staff, Engineering staff, and Legal Department staff who work to support the RDC's activities. The agreements include a 3% annual escalation, which is in line with historical annual salary adjustments. If approved, funding will be provided out of a pro-rated share of TIF funds from each district.

## **SIXTH AMENDMENT TO ENGINEERING SERVICES AGREEMENT**

This Sixth Amendment to Engineering Services Agreement (this “Sixth Amendment”) is made effective as of January 1, 2026 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”), and the Civil City of South Bend, an Indiana municipal corporation, acting by and through the South Bend Board of Public Works (the “Provider”).

### **RECITALS**

A. The Commission and the Provider entered into that certain Engineering Services Agreement dated November 22, 2016, as amended by the First Amendment to Engineering Services Agreement dated April 13, 2017, the Second Amendment to Engineering Services Agreement dated March 13, 2018, the Third Amendment to Engineering Services Agreement dated April 25, 2019, the Fourth Amendment to Engineering Services Agreement dated effective January 1, 2020, and the Fifth Amendment to the Engineering Services Agreement dated effective January 1, 2023 (collectively, the “Services Agreement”), for the provision of engineering services to the Commission in relation to the Commission’s Projects (as defined in the Services Agreement).

B. The Commission and the Provider wish to amend the Services Agreement to extend the term of the Services Agreement for an additional three (3) years commencing on the Effective Date as set forth in this Sixth Amendment.

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

1. Section 4(A) of the Services Agreement is deleted and replaced with the following:

“A. Fees for Services. The Provider will render the Requested Services to the Commission through the work of the Provider's employees holding the position titles "Project Engineer," "Senior Engineer," and "Assistant City Engineer." As compensation for the Requested Services, the Commission agrees to pay the Provider a flat fee for each respective calendar year in an amount not to exceed the total amount stated in the table below (the “Annual Fee”).

<b><u>Period</u></b>	<b><u>Position</u></b>	<b><u>Annual Fee</u></b>
January 1 to December 31, 2026	Project Engineer	\$ 81,763.00
	Senior Engineer	\$ 66,780.00
	Assistant City Engineer	\$ 77,949.75
	<u>Total for 2026</u>	\$ 226,462.75
January 1 to December 31, 2027	Project Engineer	\$ 80,288.24
	Senior Engineer	\$ 68,783.40
	Assistant City Engineer	\$ 84,215.89
	<u>Total for 2027</u>	\$ 233,287.53

January 1 to December 31, 2028	Project Engineer	\$ 82,696.89
	Senior Engineer	\$ 70,846.90
	Assistant City Engineer	\$ 86,742.37
	<u>Total for 2028</u>	\$ 240,286.16

”

2. In Section 5 of the Services Agreement, the text “December 31, 2025” is deleted and replaced with the following: “December 31, 2028.”

3. Section 15 of the Services Agreement is deleted and replaced with the following:

“SECTION 15. Notices.

“All notices or other communications which are required or permitted under the terms of this Agreement shall be sufficient if delivered personally, by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

Commission: Department of Community Investment  
215 S. Dr. Martin Luther King Jr. Boulevard  
Suite 500  
South Bend, Indiana 46601  
Attn: Executive Director

Provider: Department of Public Works  
215 S. Dr. Martin Luther King Jr. Boulevard  
Suite 400  
South Bend, Indiana 46601  
Attn: Director”

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

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Engineering Services Agreement to be effective as of the Effective Date stated above.

**CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Gary A. Gilot, Member



Murray L. Miller, Member



Joseph R. Molnar, Vice President



Breana Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: December 9, 2025

**SOUTH BEND REDEVELOPMENT  
COMMISSION**



Troy Warner, President

**ATTEST:**



Eli Wax, Secretary

Date: November 24, 2025



South Bend

# Redevelopment Commission

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ATTEST: Secretary

Date: November 24, 2025



APPROVED



Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source\* (circle) River West; River East; South Side; Douglas Road; West Washington; RDC General; Riv. East Res.

\* 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:** RDC staff requests consideration of amendments to 3-year RDC services agreements with DCI staff, Engineering staff, and Legal Department staff who work to support the RDC's activities. The agreements include a 3% annual escalation, which is in line with historical annual salary adjustments. If approved, funding will be provided out of a pro-rated share of TIF funds from each district.

**FIRST AMENDMENT TO**  
**AMENDED AND RESTATED REDEVELOPMENT LEGAL SERVICES AGREEMENT**

This First Amendment to Amended and Restated Redevelopment Legal Services Agreement (this “First Amendment”) is made effective as of January 1, 2026 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and the City of South Bend, Indiana, an Indiana municipal corporation, acting by and through the South Bend Board of Public Works (the “Provider”).

RECITALS

A. The Commission and the Provider entered into an Amended and Restated Redevelopment Legal Services Agreement dated effective July 1, 2018 (the “Services Agreement”), for the provision of supervisory services to the Commission in relation to the Commission’s Projects (as defined in the Services Agreement).

B. The Commission and the Provider wish to amend the Services Agreement as set forth in this First Amendment.

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

1. The following text is hereby added to the end of Section 4(A) of the Services Agreement:

“

In addition to the Annual Fee, the Commission agrees to pay the Provider a separate flat fee of Ten Thousand Dollars (\$10,000) per calendar year (the “Additional Fee”) to offset wages paid to Provider’s interns whose work primarily supports the Requested Services. The Additional Fee shall be payable upon the Provider’s written request.”

2. Section 15 of the Services Agreement is deleted and replaced with the following:

“SECTION 15. Notices.

“All notices or other communications which are required or permitted under the terms of this Agreement shall be sufficient if delivered personally, by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

Commission: Department of Community Investment

215 S. Dr. Martin Luther King Jr. Boulevard  
Suite 500  
South Bend, Indiana 46601  
Attn: Executive Director

Provider: Department of Public Works  
215 S. Dr. Martin Luther King Jr. Boulevard  
Suite 400  
South Bend, Indiana 46601  
Attn: Director”

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

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Amended and Restated Redevelopment Legal Services Agreement to be effective as of the Effective Date stated above.

**CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Gary A. Gilot, Member



Murray L. Miller, Member



Joseph R. Molnar, Vice President



Breana Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: December 9, 2025

**SOUTH BEND REDEVELOPMENT  
COMMISSION**



Troy Warner, President

**ATTEST:**



Eli Wax, Secretary

Date: November 24, 2025



**BOARD OF PUBLIC WORKS  
AGENDA ITEM REVIEW REQUEST FORM**

Date	11/25/2025	Department	<b>DCI</b>
Name	Joseph Molnar	Phone Extension	6022
BPW Date	12/9/2025		

**Review and Approval Required Prior to Submittal to Board**

Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name	_____
BPW Attorney	<input type="checkbox"/>	Attorney Name	_____
Dept. Attorney	<input checked="" type="checkbox"/>	Attorney Name	Danielle Campbell Weiss
Purchasing	<input type="checkbox"/>		_____

**Check the Appropriate Item Type – Required for All Submissions**

<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input checked="" type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution
<input type="checkbox"/> Other: Temporary License Agreement		<input type="checkbox"/> Ease./Encroach

**Required Information**

Company or Vendor Name	Redevelopment Commission of South Bend
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing
	<input type="checkbox"/> No
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
	Completed E-Verify Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	Fourth Amendment to RDC Supervisory Services Agreement / Sixth Amendment to Engineering Services Agreement / First Amendment to Redevelopment Legal Services Agreement
Project Number	_____
Funding Source	_____
Account No.	_____
Amount	_____
Terms of Contract	_____
Purpose/Description	Amendments to 3-year RDC-BPW services agreements with DCI staff, Engineering staff, and Legal Department staff who work to support the RDC's activities. The agreements include a 3% annual escalation, which is in line with historical annual salary adjustments. If approved, funding will be provided out of a pro-rated share of TIF funds from each district.

**For Change Orders Only**

Amount of	<input type="checkbox"/>	Increase	\$	
	<input type="checkbox"/>	Decrease	(\$ )	
Previous Amount			\$	
		Increase		%
Current Percent of Change:		Decrease	( )	%
New Amount			\$	
Total Percent of Change:		Increase		%