



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, July 28, 2016, 9:30 a.m.

1. Roll Call

2. Approval of Minutes

A. Minutes of the Regular Meeting of Thursday, July 14, 2016

3. Approval of Claims

A. Claims Submitted July 28, 2016

4. Old Business

5. New Business

A. River West Development Area

(1) Unity Gardens Certificate of Completion

(2) Resolution No. 3343 Approving a Proposed Second Addendum to the Lease with the South Bend Redevelopment Authority Dated as of February 1, 2015 and Second Addendum to Lease between the South Bend Redevelopment Authority, as Lessor, and the South Bend Redevelopment Commission as Lessee

(3) License Agreement for Saigon Market Site Work

(4) Staff Report on Blackthorn

(5) Funding Request – Utility Relocation at Coveleski Park



B. River East Development Area

- (1) Professional Services Agreement with SmithGroupJJR – Riverfront Parks & Trails Plan
- (2) Receipt of Bids for Newman Center

6. Progress Reports

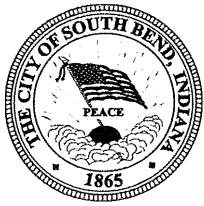
- A. Tax Abatement
- B. Common Council
- C. Other

7. Next Commission Meeting:

Thursday, August 11, 2016, 9:30 a.m.

8. Adjournment

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS
Auxiliary Aid or Other Services are Available upon Request at No Charge.
Please Give Reasonable Advance Request when Possible.



South Bend

Redevelopment Commission

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

ITEM: 2A

SOUTH BEND REDEVELOPMENT COMMISSION REGULAR MEETING

July 14, 2016

9:30 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard

South Bend, Indiana

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

1. ROLL CALL

Members Present:

Marcia Jones, President
Greg Downes, Commissioner
Gavin Ferlic, Commissioner
John Anella, Commissioner

Members Absent:

Dave Varner, Vice President
Don Inks, Secretary

Legal Counsel:

Benjamin Dougherty, Esq.

Redevelopment Staff:

David Relos, Associate
Mary Brazinsky, Recording Secretary

Others Present:

Aaron Kobb, Director, Economic Resources
Chris Dressel, Community Investment Planning Team
Tim Corcoran, Director Planning
Mark Tarner, South Bend Chocolate Company

2. APPROVAL OF MINUTES

A. Approval of Minutes of the Regular Meeting of Monday, June 30, 2016

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes, the motion carried 3-0, the Commission approved the minutes of the regular meeting of Thursday, June 30, 2016.

3. APPROVAL OF CLAIMS

A. Claims Submitted July 14, 2016

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims July 14, 2016 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
RealAmerica	350,931.60	The LaSalle Apartments
Danch, Hamer & Associates, Inc.	1,036.50	RW for Scott St.
Kolata Enterprises LLC	585.00	Professional Services
City of South Bend	18,474.75	Legal Services
Hull & Associates Inc.	14,832.32	Extended General Consulting
Acorn Landscaping LLC	11,334.00	MTI Facility Located at 402 N Sheridan Ave
Faegre Baker Daniels	6,321.87	Legal Services
<i>→ m.j.</i>		
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Southgate Church	4,700.00	Gym Entrance on the West Side Settlement Agreement
Reith Riley Construction Co., Inc.	573,271.16	One Way to Two Way Street Conversion Division A
Huys Bro. Moving, Inc.	5,572.00	Relocating Entitlement
Sandra J. Case	650.00	Relocating Entitlement- Incidental Expense
Botkin & Hall, LLC	960.00	Ignition Park
	988,669.20	

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic, the motion carried 3-0, the Commission approved the Claims submitted July 14, 2016 with the initialed change by President Jones.

4. Old Business

5. New Business

A. River West Development Area

(1) Approval of Bid Specifications and Design Considerations 802 – 812 S. Lafayette.

Mr. Relos presented Bid Specifications and Design Considerations for 802 – 812 S. Lafayette. Start of disposition process for the four parcels of the former Hamilton Towing.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 3-0, the Commission approved the Bid Specifications and Design Considerations 802 – 812 S. Lafayette submitted July 14, 2016.

(2) Resolution No. 3342.

Mr. Relos presented Resolution No. 3342 setting the minimum offer price which is the average of the two appraisals.

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic the motion carried 3-0, the Commission approved Resolution No. 3342 submitted July 14, 2016.

(3) Request to Advertise with Publication Dates of July 22 and July 29, 2016 for 802 – 812 S. Lafayette.

Mr. Relos presented the Request to Advertise with Publication Dates of July 22 and July 29, 2016 for 802 -812 S. Lafayette.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 3-0, the Commission approved the Request to Advertise with Publication Dates of July 22 and July 29, 2016 for 802 – 812 S. Lafayette submitted July 14, 2016.

(4) DLZ Professional Services Construction Oversight Jefferson St. Joe Site Improvements.

Mr. Relos presented DLZ Professional Services. This is for the lot at Jefferson and St. Joe at the new Marriott by Courtyard site. Engineering does not have capacity with other city projects to oversee this project. DLZ will provide professional services at an estimate of \$46,125; we are asking Commission approval for \$50,000 in case of extra costs.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 3-0, the Commission approved DLZ Professional Services Construction Oversight Jefferson St. Joe Site Improvements at an estimate amount of \$46,125 not to exceed \$50,000 submitted July 14, 2016.

(5) Xanatek/412 SB LLC purchase agreement amendment.

Mr. Relos presented Xanatek/412 SB LLC purchase agreement amendment. The amendment extends the closing date to July 29, 2016. The lot is at the SE corner adjacent to Jones Petrie Rafinski (JPR) building that Xanatek is purchasing from JPR who bought the Schillings building. We are expected to sign our paperwork on July 19, 2016.

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic the motion carried 3-0, the Commission approved Xanatek/412 SB LLC purchase agreement amendment submitted July 14, 2016.

(6) Staff update on Sherman's Quality Cleaners

Mr. Pawlowski gave a brief update on Sherman's Quality Cleaners. It is the City's Policy not to comment on pending litigation. You may have seen the article in the South Bend Tribune that ran in Sunday's paper. We are in the exploratory phase given the amount of dollars the city has spent in remediation down there and we are looking into recouping some of those tax payers' dollars if it is possible. The Redevelopment Commission is named as a plaintiff in the lawsuit along with the City.

(7) License Agreement for Temporary Use of Redevelopment Commission Property.

Mr. Relos presented License Agreement for Temporary Use of Redevelopment Commission Property. The Agreement is with DTSB and Southhold LLC. We have a temporary access agreement with Southhold to use the Hall of Fame and Gridiron. This agreement outlines the schedule for usage of the gridiron through the end of October.

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic the motion carried 3-0, the Commission approved License Agreement for Temporary Use of Redevelopment Commission Property submitted July 14, 2016.

(8) License Agreement for Temporary Use of Redevelopment Commission Property – Urban Adventure Games, Inc.

Mr. Relos presented License Agreement for Temporary Use of Redevelopment Commission Property – Urban Adventure Games, Inc. This is to use the Gridiron for July 30, 2016 for Urban Adventure Games, Inc.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 3-0, the Commission approved License Agreement for Temporary Use of Redevelopment Commission Property for Urban Adventure Games, Inc. submitted July 14, 2016.

6. Progress Reports

A. Tax Abatement
None

B. Common Council
None

C. Other

Mr. Pawlowski reported to the Commission that July 25, 2016 is the RDA Board meeting scheduled from 12:00 pm to 5:00 pm, if the Commissioners have interest in attending. That is when project awards should be handed out. Our teams have done a lot of upfront work for these projects and we are waiting to hear back on state approval for dollars. We anticipate tax abatements will be coming through on certain projects at that time.

7. Next Commission Meeting:

Thursday, July 28, 2016, 9:43 a.m.

8. Adjournment

Thursday, July 14, 2016, 9:48 a.m.



Aaron Kobb, Director of Economic Resources

Marcia I. Jones, President

ITEM: 3A

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
Redevelopment Commission Claims submitted July 28, 2016 for approval			
<u>324 RIVER WEST DEVELOPMENT AREA</u>			
Hull & Associates Inc	16,747.24	General Consulting Service / Additional assessment & Remediation at Oliver Industrial Pk	
US Bank	500.00	SB Redevelopment District Special Taxing District Refunding Bonds of 2014	
RealAmerica	203,412.24	The LaSalle Apartments	
IDEM	375.00	Voluntary Remediation Agreement Oliver Plow	
Plews Shadley Racher & Braun LLP	5,019.50	Professional Legal Service	
Faegre Baker Daniel	606.47	Professional Legal Service	
Lincoln Electric		Equipment Nello	155,332.60
Jones Petrie Rafinski		Courtyard by Marriott	17,237.24
Total	\$226,660.45		\$172,569.84
Total Of Both Columns	\$399,230.29		

ITEM: 5A1

CERTIFICATE OF COMPLETION

This Certificate of Completion (this “Certificate”) is issued on July 28, 2016, pursuant to the Agreement for Sale of Land for Private Development, by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through the South Bend Redevelopment Commission (the “Commission”), and Unity Gardens, Inc. (the “Developer”), dated December 11, 2014, and recorded on January 5, 2015, as Document No. 1500005 in the Office of the Recorder of St. Joseph County, Indiana (the “Agreement”).

The Commission states as follows:

1. Pursuant to the Agreement, the Commission conveyed certain real property to the Developer by the quit claim deed recorded on January 12, 2015, as Document No. 1500729 in the Office of the Recorder of St. Joseph County, Indiana, to be used in the Developer’s completion of the Project (as defined in the Agreement).
2. The Commission hereby certifies that the Developer has completed the Project in accordance with the terms of the Agreement. This Certificate will have the effect stated in the Agreement.
3. This Certificate does not amend or otherwise alter the Agreement, which remains in full force and effect according to its terms.

[Signature page follows.]

SOUTH BEND
REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Marcia I. Jones and Donald E. Inks, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Certificate of Completion.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the _____ day of _____, 2016.

My Commission Expires:

Notary Public
Residing in St. Joseph County, Indiana

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

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

4000.0000003 39475263.001

RESOLUTION NO. 3343

**RESOLUTION OF THE
SOUTH BEND REDEVELOPMENT COMMISSION
APPROVING A PROPOSED SECOND ADDENDUM TO THE LEASE WITH
THE SOUTH BEND REDEVELOPMENT AUTHORITY DATED AS OF
FEBRUARY 1, 2015**

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), governing body of the City of South Bend, Indiana, Department of Redevelopment (the "Department") and the Redevelopment District of the City of South Bend, Indiana (the "Redevelopment District"), exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953 which has been codified in Indiana Code 36-7-14 et seq., as amended from time to time (the "Act"); and

WHEREAS, the Commission has previously designated and declared an area in the City of South Bend, Indiana (the "City"), known as the River West Development Area to be an economic development area and an allocation area (the "Area") for the purpose of collecting tax increment finance revenues (the "TIF Revenues"), adopted an economic development plan, and established an allocation fund for said Area; and

WHEREAS, the Commission determined to provide for the construction in the Area of certain local public improvements as more particularly described in Exhibit A (the "Original Project"); and

WHEREAS, the Commission and the South Bend Redevelopment Authority (the "Authority") previously entered into a lease dated as of February 1, 2015, as amended by the Addendum to Lease dated as of April 9, 2015 (collectively, the "Lease") for the lease of the Original Project; and

WHEREAS, the Original Project was financed by the Authority through the issuance of its South Bend Redevelopment Authority Lease Rental Revenue Bonds of 2015 (the "Bonds"); and

WHEREAS, the Commission and the Authority desire to amend the definition of the Original Project in the Lease to provide for the proceeds of the Bonds to be used for additional local public improvements including, but not limited to additional improvements to (i) Michigan Street from the St. Joseph River to Angela Boulevard; (ii) Marion Street from roundabout to Riverside Drive and Riverside Drive to Michigan Street; (iii) Riverside Drive from the beginning of curve east of duck pond to Michigan Street; (iv) North St. Joseph Street from Marion Street to Navarre Street; (v) Navarre Street from Michigan Street to Riverside Drive; and (vi) Wayne Street from Michigan Street to beginning of the East Jefferson Boulevard Bridge and curb ramp work, in compliance with the Americans with Disabilities Act of 1990, at such intersections with such streets (collectively, the "Additional Project") and to expand the boundaries of the Original Project to include the Additional Project as more particularly described in Exhibit B; and

WHEREAS, the Authority will consider a resolution at its next meeting to approve of a proposed form of second addendum to lease to amend the Lease to include the Additional Project; and

WHEREAS, the proposed form of second addendum to lease does not amend the annual lease rental, interest rate, any provision for redemption, any provision for the payment of capitalized interest, or term of the Lease; and

WHEREAS, there has been prepared and filed with the Commission a proposed second addendum to lease, a copy of which is attached hereto as Exhibit C, to provide for the leasing of the Additional Project pursuant to Section 25.2 of the Act; and

WHEREAS, the Commission desires to approve the proposed second addendum to lease and authorize its execution and delivery;

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

1. The Commission hereby approves the form of second addendum to lease, a copy of which is attached hereto as Exhibit C, for the purpose of modifying the Lease to provide for the construction and leasing of the Additional Project. The President and Secretary are hereby authorized and directed to execute and attest, respectively, the Second Addendum in substantially the form presented at this meeting with such changes in form or substance as the President and Secretary shall approve, such approval to be conclusively evidenced by the execution and attestation thereof. The President and Secretary are further hereby authorized and directed to execute and attest any other documents or instruments necessary to accomplish the modification of the Lease

2. The Commission hereby finds that the proposed second addendum to lease does not increase the rentals payable under the Lease or change the term of the Lease which have been previously approved by the Commission.

3. Except as modified in the form of second addendum to lease attached hereto, all of the other terms, covenants and conditions of the Lease shall remain in full force and effect and are affirmed by the Commission.

4. This resolution shall be in full force and effect after its adoption by the Commission.

* * * * *

Resolution No. 3343
Page 4

ADOPTED AND APPROVED at a meeting of the South Bend Redevelopment Commission held on the 28th day of July, 2016.

**CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT**

Signature

Printed Name and Title

South Bend Redevelopment Commission

ATTEST:

Signature

Printed Name and Title

South Bend Redevelopment Commission

EXHIBIT A

Original Project

"Original Project" means, collectively, all or any portion of the acquisition, construction and installation of certain local public improvements and any costs related thereto financed by the Authority with the proceeds of the Bonds as part of the City's Smart Streets initiative and Westside Main Streets Revitalization Plan which local public improvements shall consist of all or any portion of the acquisition, construction and installation of the following: pavement, streetscape, and sidewalk improvements, bulb-out installation, street signage and markings, installation of bicycle facilities, road widening, intersection and traffic signal interconnection improvements, utility relocation, utility and sidewalk improvements, and installation of lighting and right-of-way improvements, all of which local public improvements are to be located in or along the rights-of-way for the following streets: (i) Bartlett Street between Lafayette Blvd and Riverside Drive; (ii) Michigan Street between Riverside Drive and Barbie Street; (iii) Main Street between Park Lane and Barbie Street; (iv) St. Joseph Street between LaSalle Avenue and Western Avenue; (v) Lafayette Blvd between Park Lane and Indiana Avenue; (vi) Western Avenue between Michigan Street and Mayflower Road; (vii) Lincolnway West between West LaSalle Avenue and the City limits (Woodland Avenue); (viii) Marion and Madison Streets between Michigan Street and Lincolnway West; and (ix) any cross streets related to the foregoing stretches; all of which and the Authority's interest therein are as described at Exhibit B of the Lease.

EXHIBIT B

Additional Project

"Additional Project" means, collectively, all or any portion of the acquisition, construction and installation of certain local public improvements and any costs related thereto financed by the Authority with the proceeds of the Bonds as part of the City's Smart Streets initiative and Westside Main Streets Revitalization Plan which local public improvements shall consist of all or any portion of the acquisition, construction and installation of the following: pavement, streetscape, and sidewalk improvements, bulb-out installation, street signage and markings, installation of bicycle facilities, road widening, intersection and traffic signal interconnection improvements, utility relocation, utility and sidewalk improvements, and installation of lighting and right-of-way improvements, all of which local public improvements are to be located in or along the rights-of-way for (i) Michigan Street between St. Joseph River to Angela Boulevard; (ii) Marion Street from roundabout to Riverside Drive and Riverside Drive to Michigan Street; (iii) Riverside Drive from the beginning of curve east of duck pond to Michigan Street; (iv) North St. Joseph Street from Marion Street to Navarre Street; (v) Navarre Street from Michigan Street to Riverside Drive; and (vi) Wayne Street from Michigan Street to beginning of the East Jefferson Boulevard Bridge and any cross streets related to the foregoing stretches; all of which and the Authority's interest therein as described as:

MICHIGAN STREET RIGHT-OF-WAY FROM THE ST. JOSEPH RIVER TO ANGELA BOULEVARD – SMART STREET LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA WHICH IS DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET WITH THE NORTHERLY LINE OF THE ST. JOSEPH RIVER; THENCE NORTH (ALL BEARINGS ASSUMED) ALONG SAID WEST LINE A DISTANCE OF 685 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT # 80 OF THE PLAT OF "NAVARRE PLACE 1ST ADDITION" AS RECORDED IN THE RECORDS OF THE ST. JOSEPH COUNTY, INDIANA RECORDER'S OFFICE; THENCE CONTINUING IN A NORTHERLY DIRECTION A DISTANCE OF 140 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF LOT # 334 OF SAID PLAT; THENCE ALONG SAID EAST LINE A DISTANCE 60 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT # 334 AND LOT # 335 A DISTANCE OF 60 FEET MORE OR LESS TO THE EASTERLY LINE OF LOT # 336 IN SAID PLAT; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 30 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT, THENCE CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET, NORTH A DISTANCE OF 500 FEET MORE OR LESS TO THE

NORTH LINE OF A VACATED PORTION OF PEASHWAY STREET; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 2 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 9 FEET OF LOT # 14 OF THE PLAT OF "LEEPERS 2ND ADDITION" AS RECORDED IN THE RECORDS OF SAID RECORDER'S OFFICE SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD; THENCE EAST ALONG THE EASTERLY EXTENSION OF SAID ANGELA BOULEVARD A DISTANCE OF 102 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 60 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT # 1 IN THE PLAT OF "LEEPERS 1ST ADDITION" AS RECORDED IN THE RECORDS OF SAID RECORDER'S OFFICE, SAID LINE ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD WITH THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 798 FEET MORE OR LESS; THENCE WEST 14 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 410 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF A OLD PENN CENTRAL ABANDONED RAILROAD SPUR; THENCE SOUTHEASTERLY ALONG SAID ABANDONED RAILROAD SPUR A DISTANCE OF 140 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT # 11 IN SAID PLAT OF "NAVARRE PLACE 1ST ADDITION"; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 55.5 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 685 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE ST. JOSEPH RIVER; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 80 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 3.98 ACRES MORE OR LESS.

MARION STREET- FROM ROUNDABOUT TO RIVERSIDE DRIVE, RIVERSIDE DRIVE TO MICHIGAN STREET (LEEPER PARK EAST AREA) - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARION STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET; THENCE EAST ALONG THE EXTENDED NORTH RIGHT-OF-WAY LINE OF MARION STREET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET; THENCE CONTINUING EAST AND NORTHEASTERLY ALONG THE NORTH LINE OF SAID MARION STREET A DISTANCE OF 266.60 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING

IN A NORTHEASTERLY DIRECTION ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NAVARRE STREET; THENCE NORTH 82.5 FEET MORE OR LESS TO A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHWESTERLY DIRECTION ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF BARTLETT STREET; THENCE NORTH 66 FEET MORE OR LESS TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BARTLETT STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE ALONG SAID EAST LINE EXTENDED NORTH 35 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION ALONG THE NORTH AND EAST LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF BARTLETT STREET EXTENDED EAST; THENCE EAST ALONG THE NORTHRIGHT-OF-WAY LINE OF BARTLETT STREET 30 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE ALONG THE EAST AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MARION STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE NEXT THREE COURSES, WEST 349 FEET MORE OR LESS AND SOUTH 15 FEET MORE OR LESS AND WEST 41.25 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF A VACATED PORTION OF NORTH ST. JOSEPH STREET; THENCE NORTH ALONG THE EXTENDED WEST RIGHT-OF-WAY LINE OF SAID VACATED PORTION OF NORTH ST. JOSEPH STREET 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

RIVERSIDE DRIVE FROM THE BEGINNING OF CURVE EAST OF DUCK POND TO MICHIGAN STREET (LEEPER PARK WEST AREA) - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET WITH THE SOUTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE IN A NORTHWESTERLY AND SOUTHWESTERLY DIRECTION TO A POINT WHICH IS 520 FEET MORE OR LESS WEST OF THE WEST RIGHT-OF-WAY LINE OF SAID MICHIGAN STREET; THENCE NORTH 35 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE IN A NORTHEASTERLY AND SOUTHEASTERLY DIRECTION TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID MICHIGAN STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY EXTENDED

SOUTH TO THE POINT OF BEGINNING.

NORTH ST. JOSEPH STREET FROM MARION STREET TO NAVARRE STREET -
SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARION STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NAVARRE STREET; THENCE ALONG SAID SOUTH LINE EXTENDED EAST TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MARION STREET; THENCE ALONG SAID NORTH LINE EXTENDED WEST TO POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET AND THE POINT OF BEGINNING.

NAVARRE STREET FROM MICHIGAN STREET TO RIVERSIDE DRIVE - SMART
STREET LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET WHICH IS 185 FEET MORE OR LESS EAST OF THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE ALONG SAID WEST LINE EXTENDED SOUTH 82.5 FEET MORE OF LESS TO THE SOUTH RIGHT-OF-WAY LINE OF SAID NAVARRE STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT WHICH IS 185 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE NORTH 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WAYNE STREET FROM MICHIGAN STREET TO BEGINNING OF THE EAST
JEFFERSON BOULEVARD BRIDGE - SMART STREET LEGAL DESCRIPTION

BEGINNING AT A POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF ST. JOSEPH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF WAYNE STREET; THENCE ALONG SAID NORTH LINE IN A NORTHEASTERLY DIRECTION TO A POINT OF INTERSECTION WITH THE WEST EDGE OF THE EAST JEFFERSON BOULEVARD BRIDGE; THENCE SOUTH ALONG SAID WEST BRIDGE EDGE 82.5 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF SAID WAYNE STREET; THENCE SOUTHWESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WAYNE STREET WHICH IS A 82.5 FOOT WIDE RIGHT-OF-WAY TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID ST. JOSEPH STREET; THENCE ALONG SAID EAST LINE EXTENDED NORTHEASTERLY 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT C

(Second Addendum to Lease)

SECOND ADDENDUM TO LEASE
between the South Bend Redevelopment Authority, as Lessor,
and the South Bend Redevelopment Commission, as Lessee

THIS SECOND ADDENDUM TO LEASE (the "Second Addendum"), made and entered into as of this ____ day of August, 2016, by and between the South Bend Redevelopment Authority, a body corporate and politic organized and existing under Indiana Code 36-7-14.5 (hereinafter with its successors and assigns referred to as the "Authority"), and the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment and the Redevelopment District of the City of South Bend, Indiana (hereinafter called the "Lessee"),

WITNESSETH:

WHEREAS, the Authority and the Lessee have entered into a Lease dated as of February 1, 2015 (collectively, the "Lease"), as amended by an Addendum to Lease, dated as of April 9, 2015 (the "Addendum to Lease" and collectively with the Lease, the "Lease"); and

WHEREAS, the Authority and Lessee now desire to amend the Lease in accordance with the terms and conditions set forth in this Second Addendum;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Lease, as amended, and modified hereby, it is hereby mutually agreed that the Lease is hereby ratified and confirmed and is hereby amended as follows:

1. The following definition contained in Section 1 of the Lease is amended to read as follows:

“Project” means, collectively, all or any portion of the acquisition, construction and installation of certain local public improvements and any costs related thereto financed by the Authority with the proceeds of the Bonds as part of the City’s Smart Streets initiative and Westside Main Streets Revitalization Plan which local public improvements shall consist of all or any portion of the acquisition, construction and installation of the following: pavement, streetscape, and sidewalk improvements, bulb-out installation, street signage and markings, installation of bicycle facilities, road widening, intersection and traffic signal interconnection improvements, utility relocation, utility and sidewalk improvements, and installation of lighting and right-of-way improvements, all of which local public improvements are to be located in or along the rights-of-way for the following streets: (i) Bartlett Street between Lafayette Blvd and Riverside Drive; (ii) Michigan Street between Riverside Drive and Barbie Street; (iii) Main Street between Park Lane and Barbie Street; (iv) St. Joseph Street between LaSalle Avenue and Western Avenue; (v) Lafayette Blvd between Park Lane and Indiana Avenue; (vi) Western Avenue between Michigan Street and Mayflower Road; (vii) Lincolnway West between West LaSalle Avenue and the City limits (Woodland Avenue); (viii) Marion and Madison Streets between Michigan Street and Lincolnway West; (ix) Michigan Street between the St. Joseph River to Angela Boulevard; (x) Marion Street from roundabout to Riverside Drive and Riverside Drive to Michigan Street; (xi) Riverside Drive from the beginning of curve east of duck pond to Michigan Street; (xii) North St. Joseph Street from Marion Street to Navarre Street; (xiii) Navarre Street from Michigan Street to Riverside Drive; (xiv) Wayne Street from Michigan Street to beginning of the East Jefferson Boulevard Bridge; and (xv) any cross streets related to the foregoing stretches; all of which and the Authority’s interest therein are as described at Exhibit B.

2. The following legal descriptions are added to Exhibit B to the Lease:

EXHIBIT B
PROJECT DESCRIPTION
AND
REAL ESTATE DESCRIPTION

MICHIGAN STREET RIGHT-OF-WAY FROM THE ST. JOSEPH RIVER TO ANGELA BOULEVARD – SMART STREET LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA WHICH IS DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET WITH THE NORTHERLY LINE OF THE ST. JOSEPH RIVER; THENCE NORTH (ALL BEARINGS ASSUMED) ALONG SAID WEST LINE A DISTANCE OF 685 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT # 80 OF THE PLAT OF "NAVARRE PLACE 1ST ADDITION" AS RECORDED IN THE RECORDS OF THE ST. JOSEPH COUNTY, INDIANA RECORDER'S OFFICE; THENCE CONTINUING IN A NORTHERLY DIRECTION A DISTANCE OF 140 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF LOT # 334 OF SAID PLAT; THENCE ALONG SAID EAST LINE A DISTANCE 60 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT # 334 AND LOT # 335 A DISTANCE OF 60 FEET MORE OR LESS TO THE EASTERLY LINE OF LOT # 336 IN SAID PLAT; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 30 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT, THENCE CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET, NORTH A DISTANCE OF 500 FEET MORE OR LESS TO THE NORTH LINE OF A VACATED PORTION OF PEASHWAY STREET; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 2 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 9 FEET OF LOT # 14 OF THE PLAT OF "LEEPERS 2ND ADDITION" AS RECORDED IN THE RECORDS OF SAID RECORDER'S OFFICE SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD; THENCE EAST ALONG THE EASTERLY EXTENSION OF SAID ANGELA BOULEVARD A DISTANCE OF 102 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 60 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT # 1 IN THE PLAT OF "LEEPERS 1ST ADDITION" AS RECORDED IN THE RECORDS OF SAID RECORDER'S OFFICE, SAID LINE ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD WITH THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 798 FEET MORE OR LESS; THENCE WEST 14 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 410 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF A OLD PENN CENTRAL ABANDONED RAILROAD SPUR; THENCE SOUTHEASTERLY ALONG SAID ABANDONED RAILROAD SPUR A DISTANCE OF 140 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT # 11 IN SAID PLAT OF "NAVARRE PLACE 1ST ADDITION"; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 55.5 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET;

THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 685 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE ST. JOSEPH RIVER; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 80 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 3.98 ACRES MORE OR LESS.

MARION STREET- FROM ROUNDABOUT TO RIVERSIDE DRIVE, RIVERSIDE DRIVE TO MICHIGAN STREET (LEEPER PARK EAST AREA) - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARION STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET; THENCE EAST ALONG THE EXPENDED NORTH RIGHT-OF-WAY LINE OF MARION STREET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET; THENCE CONTINUING EAST AND NORTHEASTERLY ALONG THE NORTH LINE OF SAID MARION STREET A DISTANCE OF 266.60 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NAVARRE STREET; THENCE NORTH 82.5 FEET MORE OR LESS TO A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHWESTERLY DIRECTION ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF BARTLETT STREET; THENCE NORTH 66 FEET MORE OR LESS TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BARTLETT STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE ALONG SAID EAST LINE EXTENDED NORTH 35 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION ALONG THE NORTH AND EAST LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF BARTLETT STREET EXTENDED EAST; THENCE EAST ALONG THE NORTHRIGHT-OF-WAY LINE OF BARTLETT STREET 30 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE ALONG THE EAST AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MARION STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE NEXT THREE COURSES, WEST 349 FEET MORE OR LESS AND SOUTH 15 FEET MORE OR LESS AND WEST 41.25 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF A VACATED PORTION OF NORTH ST. JOSEPH

STREET; THENCE NORTH ALONG THE EXTENDED WEST RIGHT-OF-WAY LINE OF SAID VACATED PORTION OF NORTH ST. JOSEPH STREET 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

RIVERSIDE DRIVE FROM THE BEGINNING OF CURVE EAST OF DUCK POND TO MICHIGAN STREET (LEEPER PARK WEST AREA) - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET WITH THE SOUTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE IN A NORTHWESTERLY AND SOUTHWESTERLY DIRECTION TO A POINT WHICH IS 520 FEET MORE OR LESS WEST OF THE WEST RIGHT-OF-WAY LINE OF SAID MICHIGAN STREET; THENCE NORTH 35 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE IN A NORTHEASTERLY AND SOUTHEASTERLY DIRECTION TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID MICHIGAN STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY EXTENDED SOUTH TO THE POINT OF BEGINNING.

NORTH ST. JOSEPH STREET FROM MARION STREET TO NAVARRE STREET - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARION STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NAVARRE STREET; THENCE ALONG SAID SOUTH LINE EXTENDED EAST TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MARION STREET; THENCE ALONG SAID NORTH LINE EXTENDED WEST TO POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET AND THE POINT OF BEGINNING.

NAVARRE STREET FROM MICHIGAN STREET TO RIVERSIDE DRIVE - SMART STREET LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET WHICH IS 185 FEET MORE OR LESS EAST OF THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE ALONG SAID WEST LINE EXTENDED SOUTH 82.5 FEET MORE OF LESS TO THE SOUTH RIGHT-OF-WAY LINE OF SAID NAVARRE STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT WHICH IS 185 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF

MICHIGAN STREET; THENCE NORTH 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WAYNE STREET FROM MICHIGAN STREET TO BEGINNING OF THE EAST JEFFERSON BOULEVARD BRIDGE - SMART STREET LEGAL DESCRIPTION

BEGINNING AT A POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF ST. JOSEPH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF WAYNE STREET; THENCE ALONG SAID NORTH LINE IN A NORTHEASTERLY DIRECTION TO A POINT OF INTERSECTION WITH THE WEST EDGE OF THE EAST JEFFERSON BOULEVARD BRIDGE; THENCE SOUTH ALONG SAID WEST BRIDGE EDGE 82.5 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF SAID WAYNE STREET; THENCE SOUTHWESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WAYNE STREET WHICH IS A 82.5 FOOT WIDE RIGHT-OF-WAY TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID ST. JOSEPH STREET; THENCE ALONG SAID EAST LINE EXTENDED NORTHEASTERLY 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

3. Except as modified herein, all of the other terms, covenants and conditions of the Lease shall remain in full force and effect and are affirmed by Authority and Lessee.
4. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Lease.
5. This Addendum is effective as of its date.

* * * * *

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

SOUTH BEND
REDEVELOPMENT AUTHORITY

By: _____
Richard Klee, President

ATTEST:

Erin Hanig, Secretary-Treasurer

SOUTH BEND
REDEVELOPMENT COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Klee and Erin Hanig, personally known by me to be the President and Secretary-Treasurer, respectively, of the Board of Directors of the South Bend Redevelopment Authority, and acknowledged the execution of the foregoing Second Addendum to Lease for and on behalf of said Authority.

WITNESS my hand and Notarial Seal this _____ day of _____ 2016.

(SEAL)

(Written Signature)

(Printed Signature)

My commission expires: _____.

I am a resident of _____ County, Indiana.

(Notary page to Second Addendum to Lease)

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared Marcia I. Jones and Donald E. Inks, personally known by me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission, and acknowledged the execution of the foregoing Second Addendum to Lease for and on behalf of said Commission.

WITNESS my hand and Notarial Seal this _____ day of _____ day of _____ 2016.

(SEAL)

(Written Signature)

(Printed Signature)

My commission expires: _____.

I am a resident of _____ County, Indiana.

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

This instrument prepared by Randolph R. Rompola, Faegre Baker Daniels LLP, 202 S. Michigan Street, Suite 1400, South Bend, Indiana 46601.

(Notary page to Second Addendum to Lease)



Department of
Community Investment

Memorandum

Monday, July 25, 2016

TO: Redevelopment Commission
FROM: Jitin Kain 
SUBJECT: License Agreement for Saigon Market Site Work

Attached to this memorandum is a license agreement between the Commission and owners of Saigon Market, an ethnic grocery store, located at the SW corner of Main and Colfax Ave.

Saigon Market owns the surface parking lot directly on the SW corner of Main and Colfax Avenue. The market has a curb cut on Main Street as the primary entrance into the parking lot. A narrower curb cut on Colfax allows for deliveries into a vacated alley but not into the parking lot. As part of the Smart Streets initiative, the curb cut from Main Street will be removed as it will be too close to the new intersection once traffic patterns are changed. This will create a safety concern for patrons exiting the parking lot from Main St. The City has offered moving the curb cut to Colfax Ave. which the owners of Saigon Market have agreed to.

The current TIF infrastructure bond will cover the costs of the new approach on Colfax Avenue within the public Right of Way. Due to grade differential between the existing parking lot and current sidewalk, pavement work is to be done on the Saigon Market surface parking lot to ensure that the right of way drainage does not impact the private parking lot. Additionally, the new and widened approach on Colfax will eliminate 2 parking space within Saigon's lot. As compensation of the 2 parking spaces, the owner has requested a decorative fence around the perimeter of the lot. Since the TIF bond cannot be utilized for any expenditures on private property, staff requests the use of RWDA TIF for this purpose.

Staff requests approval of the attached license agreement and a project budget in the amount of not to exceed \$15,000 from the RWDA.



LICENSE AGREEMENT FOR SITE WORK

This License Agreement for Site Work (this “Agreement”) is entered into on July 28, 2016 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”) and Bao N. Nguyen and Oanh P. Nguyen (collectively, the “Owner”) (each a “Party” and collectively the “Parties”).

RECITALS

A. The Owner owns certain real property located at the southwest corner of the intersection of Main Street and Colfax Avenue in the City of South Bend, Indiana (the “City”), commonly known as 133 Main Street and identified as Parcel Key Number 018-1008-0314 (the “Property”). The Property is situated within the River West Development Area, as determined and designated by the Commission in accordance with Ind. Code 36-7-14.

B. To advance and carry out the City’s Smart Streets Initiative, the City, acting through its Board of Public Works, has undertaken certain street, sidewalk, and utilities improvements in the vicinity of the Property (the “Smart Streets Work”).

C. The Smart Streets Work necessitates certain alterations around and on the Property, including paving and grading on the Property to ensure proper drainage of the public rights-of-way in the vicinity of the Property and the removal of an existing driveway to the Property from Main Street.

D. To facilitate the City’s work on and around the Property, the Owner desires to grant the Commission, and its agents and contractors, a temporary license to enter upon and alter the Property in accordance with the terms of this Agreement.

E. The Commission has determined that completing the site work upon the terms of this Agreement is in the best interest of the City and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1. Recitals. The above recitals are incorporated into this Agreement.
2. License. The Owner hereby grants to the Commission, and to the Commission’s agents and contractors, a temporary license to enter upon and conduct all necessary site work upon the Property at the times the Commission or its agents or contractors may determine to be efficient and appropriate.
3. Term. This Agreement and the license herein granted will commence on the Effective Date state above and will end on such date determined by the Commission or its representative upon which all site work on the Property is satisfactorily completed (the

“Termination Date”). The Owner will have no right to terminate the license before the Termination Date.

4. Scope of Site Work.

(a) Paving. Consistent with the City’s Smart Streets Work, which includes the installation of storm sewer utilities in the vicinity of the Property, certain paving and grading work (the “Paving”) to be performed on the surface parking lot located on the Property is necessary to ensure proper drainage of the public rights-of-way in the vicinity. Accordingly, the Commission will cause the Paving to be completed at a time and in a manner that will not interfere with the construction schedule or specifications of the City’s Smart Streets Work.

(b) Driveways and Fence. The City’s Smart Streets Work necessitates the removal of an existing driveway, located within the public right-of-way, from Main Street onto the Property (the “Main Driveway”). To ensure the Owner continues to have adequate access to the Property in light of the removal of the Main Driveway, the City will widen and relocate an existing driveway, located within the public right-of-way, from Colfax Avenue onto the Property (the “Colfax Driveway”). The City’s widening and relocation of the Colfax Driveway will require the elimination of two (2) parking spaces from the Owner’s surface parking lot on the Property. As full and final compensation for the elimination of said parking spaces, the Owner has requested, and the Commission hereby agrees to provide, the installation of a fence enclosing the surface parking lot located on the Property (the “Fence,” together with the Paving collectively referred to as the “Improvements”). The Commission will cause the Fence to be installed at a time and in a manner that will not interfere with the construction schedule or specifications of the City’s Smart Streets Work.

(c) Funding Limit. The Commission will expend no more than Fifteen Thousand Dollars (\$15,000.00) to complete the Improvements.

5. Cooperation. The Parties agree to cooperate with one another in good faith to provide for and to coordinate the Commission’s completion of the Improvements on the Property.

6. Ownership of Improvements. Upon completion of the Improvements, the Owner will own all right, title, and interest in and to the Improvements. Neither the Commission nor the City will retain any ownership interest in the Improvements after their completion.

7. Warranty, Maintenance, and Repair. Upon completion of the Improvements, (a) the Commission shall assign any warranties it may have regarding the Improvements to the Owner, and (b) the Owner shall assume all maintenance, repair, and replacement obligations which are outside of any warranty assigned to the Owner.

8. Indemnification. The Commission will indemnify and hold the Owner harmless from and against any and all liabilities, damages, injuries, losses, claims, demands, or costs caused by any acts of the Commission, or its agents or contractors, in the installation and construction of the Improvements. Upon completion of the Fence or the Paving (or both),

however, the Owner will assume any and all liabilities, damages, injuries, losses, claims, demands, or costs arising out of the same.

9. Entire Agreement; Amendment. This instrument contains the entire agreement between the Parties relating to its subject matter. This Agreement may be amended only by a written instrument signed by authorized representatives of the Parties.

10. Authority; Counterparts; Signatures. Each undersigned person signing on behalf of his/her respective Party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Agreement. This Agreement may be separately executed in counterparts by the Commission and the Owner, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

IN WITNESS WHEREOF, the Parties have executed this License Agreement for Site Work to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION, governing body of the
City of South Bend Department of
Redevelopment

By: _____
Marcia I. Jones, President

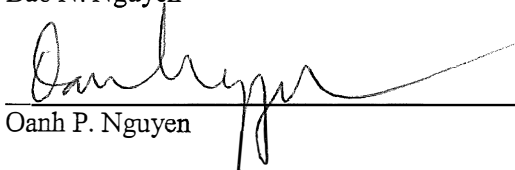
ATTEST:

Donald E. Inks, Secretary

OWNER



Bao N. Nguyen



Oanh P. Nguyen

4000.0000039 39281143.002



Department of
Community Investment

Memorandum

Friday, July 22, 2016

TO: Redevelopment Commission
FROM: Liz Maradik, Planner
SUBJECT: Professional Services Agreement with SmithGroupJJR – River Parks & Trails Plan

Staff requests Redevelopment Commission approval of a professional services agreement with SmithGroupJJR in an amount not to exceed \$248,800 (including reimbursement of up to \$2,000 for pre-approved out-of-pocket expenses) to complete a plan for the river parks & trails. The agreement continues through May 26, 2017.

The Department of Parks & Recreation, in conjunction with the Department of Community Investment, wishes to develop a strategic plan for its river park and trail system, from Darden Road to Logan Street, with a focus between Leeper Park and the Farmers Market. The plan will serve as a guide for making investment, use, and design decisions within the system. The planning process will involve outreach to residents and stakeholders in order to create a plan that is consistent with the community's goals, while also accounting for constraints and opportunities.



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For Professional Services (this "Agreement") is entered into on July 28, 2016 (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 SmithGroupJJR, Inc., a Michigan corporation with its registered office address at 500 Griswold St., Suite 1700, Detroit, Michigan 48226 (the "Provider") (each a "Party" and collectively the "Parties").

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Services. The Provider will provide to the Commission the professional services set forth in attached the Provider's proposal attached hereto as Exhibit A (the "Services"). The Provider will execute its obligations under this Agreement in accordance with the prevailing professional standard of care for projects of similar design and complexity.

2. Compensation. In exchange for the Provider's satisfactory performance of the Services, and subject to the terms and conditions of this Agreement, the Commission will pay the Provider a total sum not to exceed Two Hundred Forty-Six Thousand Eight Hundred Dollars (\$246,800) (the "Contract Amount"). The Commission will pay the Contract Amount in installments upon invoicing by the Provider based on a percentage of completion (each a "Contract Installment"). The Commission will not be required to pay any Contract Installment if the Commission is not satisfied with the Provider's performance under this Agreement or any default or breach of this Agreement by the Provider exists, as the Commission may determine in its sole discretion. The sum of all Contract Installments will not exceed the Contract Amount, and reimbursement for expenses permitted under Section 3 below will not be included in the Contract Amount.

3. Expenses. The Provider may seek reimbursement from the Commission in an amount not to exceed Two Thousand Dollars (\$2,000.00) for the Provider's out-of-pocket expenses approved in writing by the Contract Administrator identified in Section 11 below. The Provider agrees to seek the Contract Administrator's approval of such expenses before incurring them. The Commission will not reimburse the Provider for any expense unrelated to the Provider's performance of the Services defined in this Agreement or otherwise unnecessary, and the Contract Administrator reserves the right to deny reimbursement of any expense as determined in her sole discretion.

4. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date stated above and end on May 26, 2017 (the "Expiration Date"). Effective immediately upon delivery of a written termination notice to the Provider, the Commission may terminate this Agreement, in whole or in part, for any reason, if the Commission determines that such termination is in the best interest of the Commission. In addition, in accordance with Ind. Code 6-1.1-18, payments are subject to appropriation by the South Bend Redevelopment Commission. If the Commission makes a written determination that funds are not appropriated or are otherwise unavailable to support the continuation of this

Agreement, it shall be cancelled. A determination by the Commission that funds are not appropriated or are otherwise unavailable to support the continuation of performance shall be final and conclusive. The Commission will not be required to pay any Contract Installment or be otherwise liable for any cost associated with the Provider's performance of any Services after the effective date of termination.

5. Remedies for Breach of Contract. Failure to complete the Services in accordance with this Agreement may be considered a material breach. In the event of such breach, the Commission may suspend all payments to the Provider and may pursue any and all remedies available at law or in equity. The Provider shall repay to the Commission any portion of the Contract Amount expended for matters not within the scope of the Services.

6. Point of Contact. The Contract Administrator identified in Section 11 below will serve as the Commission's principal point of contact for purposes of this Agreement.

7. Relationship. The Provider shall at all times be an independent contractor for the performance of the Services rather than an employee of the Commission, and no act or omission to act by the Provider shall in any way bind or obligate the Commission. This Agreement is strictly for the benefit of the Parties and not for any third-party or person. This Agreement was negotiated by the Parties at arm's length and each of the parties hereto has reviewed the Agreement after the opportunity to consult with independent legal counsel. Neither party shall maintain that the language in the Agreement shall be construed against any signatory hereto. The Commission and the Provider hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Provider and the Commission and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Commission and the Provider.

8. Indemnification of Commission. The Provider hereby agrees to defend, indemnify, and hold harmless the Commission, its officials, employees, and agents from any and all claims of any nature which arise from the performance by the Provider under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising out of the negligence of the Commission, its officials, directors, employees, and agents. The obligations of the Provider under this Section shall survive the termination of this Agreement.

9. Indemnification of Provider. In the event documents prepared by the Provider are incorporated by the Commission into a construction contract, the Provider will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of the Provider's obligations. Further, such general conditions shall contain an indemnification provision extending from the construction contractor to both the Commission and the Provider. Both the Commission and the Provider will be named as additional insureds on such contractor's general liability insurance.

10. Limitation of Liability. Notwithstanding anything to the contrary and the fullest extent permitted by law, the Commission agrees that the total liability of the Provider in connection with this Agreement, whether in contract, tort, negligence, breach or otherwise, shall not exceed

the Contract Amount.

11. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the Commission or the Provider, as the case may be, at the address set forth below.

Provider:
SmithGroupJJR, Inc.
201 Depot St., Second Floor
Ann Arbor, MI 48104
Attn: Pat Doher

Commission:
Department of Community Investment
City of South Bend
227 W. Jefferson Boulevard, Suite 1400 S.
South Bend, IN 46601
Attn: Elizabeth Maradik
(the "Contract Administrator")

12. Equal Opportunity. The Provider shall comply with federal, state, and local law in its hiring and employment practices and policies for any activity covered by this Agreement.

13. Entire Agreement; Amendment; Applicable Law. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both the Provider and the Commission. This Agreement will be construed and interpreted according to the laws of the State of Indiana.

14. Assignment. The Provider shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the Commission.

15. Non-Collusion. The undersigned attests, subject to the penalties of perjury, that he is the Provider and that he has not entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. The Provider agrees that he will execute and submit to the Commission and any other appropriate bodies, an affidavit in the form attached hereto as **Exhibit B.**

16. Drug-Free Workplace. The Provider hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to the Commission within ten (10) days after receiving actual notice that the Provider or an employee of the Provider within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

17. E-Verify. The Provider hereby certifies that it does not and will not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Provider subsequently learns is an unauthorized alien. The Provider agrees that he/she/it shall enroll in and verify the work eligibility status of all of the Provider's newly hired employees through the E-Verify program as defined by Ind. Code 22-5-1.7-3.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Professional Services to be effective as of the Effective Date stated above.

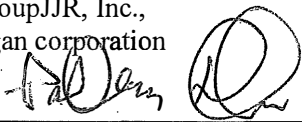
South Bend Redevelopment
Commission, governing body of the
City of South Bend Department of
Redevelopment

By: _____
Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

SmithGroupJJR, Inc.,
a Michigan corporation

By:  _____
Patrick M. Doher, Senior Vice President

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EXHIBIT A

Scope of Work

[See attached.]

TECHNICAL APPROACH



Project Understanding

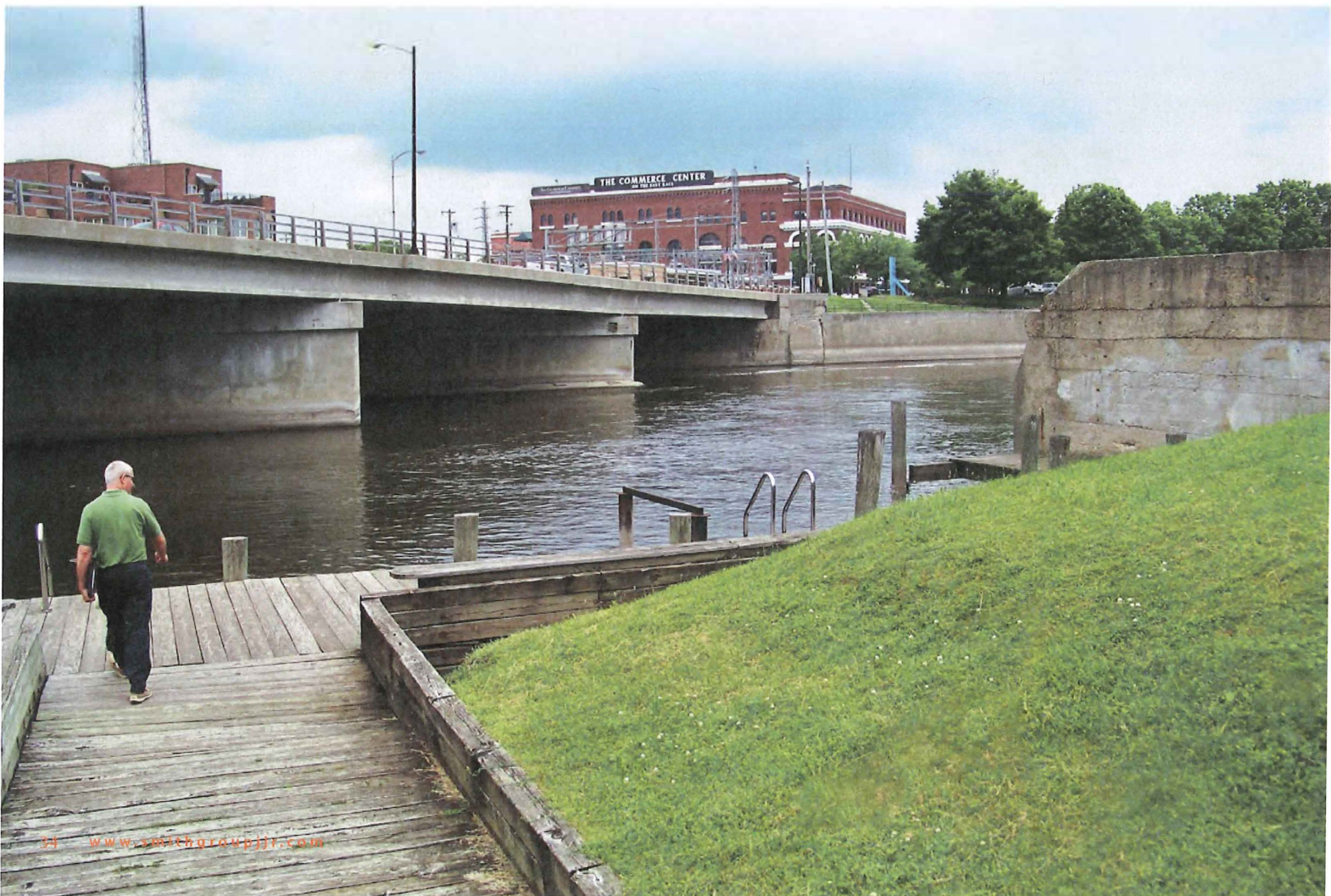
The City of South Bend Parks and Recreation (City) has a strong commitment to provide high quality parks and recreation amenities to enhance the quality of life of the community it serves. The City has a unique asset in the St. Joseph River with numerous public and private land uses located along the river banks. SmithGroupJJR understands that the City desires to develop a strategic, cohesive plan for its riverfront park and trail system with a focus on the downtown area.

The proposed Riverfront Parks & Trails Master Plan will build upon recent efforts completed by the City, including but not limited to the: City of South Bend 5-Year Park Master Plan (2014-2018) and the 2014 Community Needs Assessment Findings. The outcome of the proposed planning process will be a framework for the City in making investment, use and design decisions within the Riverfront Parks & Trails system.

SmithGroupJJR envisions a planning process that is transparent, inclusive and inviting to the community and stakeholders. This will require regular, focused input

gathered through strategically scheduled meetings and work sessions in each of the project phases with various city, stakeholder and public representatives. As outlined further in the Technical Approach, SmithGroupJJR will kick off the process by meeting with the Project Team and will regularly check in throughout the process to ensure that the project is meeting the objectives of the City. This will facilitate a swift but appropriate decision-making process, a thorough consideration of alternatives and costs, and the timely completion of the planning process, which will help move the project towards implementation.

The Riverfront Parks & Trails Master Plan will accomplish many goals. It must serve as a guide for reinforcing the parks as a network of facilities; ensure desirable, multifunctional and unique public open space to serve the needs of local residents; provide a framework for sustainable development of the riverfront that can enhance the image of South Bend; establish design standards for the riverfront parks system to be viewed as a cohesive network and detail conceptual designs for key locations within the downtown area that can be advanced to implementation.



Technical Approach

Developing a comprehensive Riverfront Parks & Trails Master Plan requires engagement of a broad range of stakeholders as well as a thorough analysis of existing conditions and opportunities. These activities feed into the development of recommendations and implementation strategies that draw on local expertise, national best practices, and sound methods.

The scope of work presented below is organized over the course of three major tasks:

- Task 1: Project Initiation
- Task 2: Analysis & Opportunities (Information Gathering)
- Task 3: Master Plan Development

Each of these tasks consists of a number of sub-tasks described in detail below, and collectively brings together a robust community engagement strategy, thorough analysis, and an in-depth process for developing key strategies and approaches for plan implementation. This proposed project technical approach represents the Consultant Team's collective experience, but we welcome the opportunity to adjust this approach to best meet the City's needs and expectations.

Task I: Project Initiation

Task 1 will be focused around understanding and articulating a shared vision and direction for the South Bend riverfront park system. A broad range of stakeholders and public will be engaged early on in the process to provide their local knowledge and insights, and to shape the direction of the plan moving into subsequent phases.

1.1 – Project Team Kick-off Meeting

The "Project Team" will consist of Consultants and key City staff from Parks & Recreation, Community Investment, Public Works, and other departments that play a role in development of the plan. Team Meetings will typically be attended by at least one present consultant team member, with additional members brought in as needed or accessing the meeting remotely via conferencing technologies. Team Meetings are anticipated to be 2 hours, although may be shorter or longer depending on the materials being presented. An initial kick-off meeting will be held to discuss project process and schedule as well as goals, objectives, and expectations that will help guide actions and decisions of the Consulting Team.

Deliverable: Meeting notes

1.2 – Public Involvement Plan

An integral task to the master planning process is developing an appropriate and sound public engagement strategy to solicit community input on how South Bend's parks, recreation programs, open space, trails and cultural resources meet the needs of residents into the future.

A general approach for this will be discussed in the kick-off team meeting, which will include:

- Identification of key stakeholders & potential focus group members
- Outreach and communication strategy for public engagement
- Sequence and logistics for community workshops
- City & consultant team responsibilities

We use a variety of potential engagement techniques including some non-traditional methods to allow for all participants and groups to be comfortable in providing input. Sam Centellas, Organizational Consultant for OutSight Design & Consulting, and member of our project team, will serve as a translator and liaison to the Latino community. Sam has extensive community engagement experience and a history in South Bend as an educator, mentor and activist. Having bilingual written and spoken presentation materials will help improve participation and facilitate an inclusive process.

Our team is experienced in creating a social media presence through a comprehensive Facebook page, as well as Twitter and other social media outlets. We will post, and link to project updates, plans, and exciting information to keep the community involved in the process or provide relevant content to the City for use on their own social media platforms. We have used this approach as a low cost method of tapping into social media, communicating important project information, building community enthusiasm, and soliciting public input.

Our team also collaborates with mySidewalk, a social media platform, and MetroQuest, public involvement software, both built to streamline the dispersal of project information, facilitate community involvement, and sustain engagement and momentum in a project. We will review these, and other, media tools with South Bend to determine if they are appropriate and they fit within the project budget.

Specific public engagement meetings or workshops that will be incorporated include:

Stakeholder Focus Groups

Over the course of the project, stakeholders will be engaged through multiple rounds of focus groups meetings during the Community Visit sessions. These interviews will help identify key community values and goals relative to the Parks and Trails system and will allow feedback on alternatives and recommendations. Stakeholder groups may include the following types of groups, and will be determined as part of the Public Involvement Plan:

- Elected officials & community representatives
- Key business or institutional leaders
- City administration
- Key partners & philanthropic organizations
- City & non-city agency staff
- Youth & school related organizations

Pop-Up Workshops

Potential non-traditional methods to facilitate public input that could be incorporated into the Public Involvement Plan include small, informal pop-up workshops at events within the park system or elsewhere within the City like popular community events or farmer's markets. Kiosks soliciting feedback could be strategically located within existing parks to encourage users to post input. We will look for opportunities to schedule these workshops in coordination with the community visits.

Community Forums

Community forums will serve to present information and gather feedback from citizens at large. The purpose for these meetings will be to ensure opportunities for the general public to discuss their priorities and perceptions surrounding the parks and recreation system. The forums will also afford the opportunity to subtly educate the public on the operation of the City's park system. It is important to have initial meetings early in the process to generate interest and excitement. It will be important to

get maximum media exposure to inform citizens of the purpose and importance of the meetings and clearly note time and locations. We suggest advance meetings with the local news outlet to facilitate project articles and meeting notices.

Responsibilities: For all public and stakeholder meetings over the course of the project, the Consultant Team will be responsible for developing primary meeting content and facilitating community meetings and focus groups. City staff and/or community leaders will be responsible for contacting individual stakeholders and representatives, and coordinating logistics, timing and communications for planned meetings.

Deliverable: Public Involvement Strategy Memo

1.3 – Project Schedule Development

In conjunction with creating the Public Involvement Plan, we will work with the City to develop the appropriate schedule that includes the various public meetings identified as well as allow for time for the project team to design develop content and for associated City review of materials prior to sharing with the public. Key milestones for each phase of the project will be identified.

Deliverable: Project Schedule

Task 2: Analysis & Opportunities (Information Gathering)

2.1 – Data Collection

The Consultant Team will work with City staff to acquire data necessary to conduct the analysis tasks and other project needs identified in this scope of work. As part of the RFP, the City has provided substantial background information including plans such as the City of South Bend 5-Year Park Master Plan, 2014 Community Needs Assessment Findings, among others. It is anticipated that additional data will be needed from the City and may include, but is not limited, to the following:

- AutoCAD or ArcGIS base files
- Utility infrastructure within & around riverfront parks
- St. Joseph River hydraulic information

2.2 – Gaps and Future Needs Analysis

The Consultant Team will evaluate the City of South Bend 5-Year Park Master Plan (2014-2018) and the 2014 Community Needs Assessment Findings to initiate further discussion with the Project Team, identified stakeholders and the public in order to specifically target the gaps and future needs for the riverfront parks and trails systems.



2.3 – Community Visit #1

City/Stakeholder Workshop

The Consultant Team will facilitate City and key stakeholders workshops to evaluate the vision for the overall riverfront parks and trails system with particular focus on those located in the downtown area. During this workshop, the Consultant Team will guide a PET Assessment to determine which elements should be Preserved, Enhanced or Transformed, gain an understanding of the community values from an internal perspective, as well as discuss known priorities for recreation facilities and programming, parks, trails and open space development needs of the City.

Community Forum + Pop-up Workshop

The Consultant Team will facilitate a community forum and pop-up workshop to present a high level overview of the current South Bend parks and trails system, review of previously completed studies and plans, and solicit feedback on the desired future vision for the park system. In addition, community members will be asked to share issues and opportunities they see that influence the future success of the park system. It is anticipated at the community forum that an overview presentation (approximately 30 minutes) will help orient community members to the scope of the strategic planning activities, why they are necessary and important, and how the documents will be used to inform decision making. The pop-up workshop(s) will be conducted at another location with a less formal presentation attempting to collect similar information.

Deliverable: Meeting notes

2.4 – Opportunities & Constraints Analysis

After Community Visit #1, the Consultant Team will assemble and review all existing information and integrate the insights from the City, stakeholders, and the community. The Consultant Team will complete an issues analysis that will synthesize, categorize, and organize the critical issues relating to park improvement and connectivity. This analysis will address at least the following elements:

- Parks, recreation, & programming for both current & anticipated needs
- Transportation systems & potential connections/linkages
- Public Infrastructures – on-site & adjacent public utilities including water service; sanitary sewer, & storm sewer
- River characteristics – depths, currents, water level fluctuation, seasonal patterns & shoreline treatment



- Historical & cultural resources – both along the river & within adjacent neighborhoods & commercial areas
- Natural resources
- Environmental concerns

Deliverable: The Consultant Team will generate a brief Opportunities and Constraints memorandum with supporting graphics. A City representative will distribute the memo to the Project Team for its review and constructive input.

2.5 – Community Visit #2

Community Visit #2 will be an extended 2-3 day community visit, where the consultant team will be present in South Bend for a focused and intensive series of work sessions. The community visit will include a focused planning session with the Project Team, special workshop sessions with key stakeholders, a community forum and pop-up workshops. The anticipated meetings for this community visit are described below.

Project Team Meeting (Draft Parks & Trails Master Plan + Conceptual Plan Alternatives)

The Project Team will meet to discuss feedback from the Opportunities and Constraints memorandum and review initial draft master plan options as developed by the Consulting Team prior to the community visit. Draft design standards and Branding and Signage Strategy options will also be shared with the Project Team.

Based on the results of the Project Team meeting, the Consultant Team will spend dedicated time further developing a draft parks and trails master plan as well as up to three (3) conceptual design alternatives each for Howard Park, Seitz Park and a section of the Blue Ways Trail. These elements will address the program and vision and be developed and illustrated in a series of plans and associated graphics that can be presented to the public for feedback.

Deliverables: Alternatives plans, sketches, cross sections, and graphics for public presentation

City/Stakeholder Workshop

The Consultant Team will review the draft Riverfront Parks & Trails Master Plan and Conceptual Plan Alternatives with the Project Team and identified stakeholder groups in a series of meetings. Feedback will be collected and refinements will be made in order for the Consultant Team to present at the Community Forum and Pop-up Workshop the following day.

Community Forum + Pop-up Workshop

The Opportunities and Constraints Analysis, draft Riverfront Parks & Trails Master Plan, and Conceptual Plan Alternatives will be presented at a community forum and at a pop-up workshop at an existing event in the City. The goal of these events will be to seek public input and arrive at a preferred direction for the Riverfront Parks & Trails Master Plan as well as the conceptual plans of the three identified parks.

Deliverable: Meeting notes

Task 3: Master Plan Development

3.1 – Preliminary Riverfront Parks & Trails Master Plan

With input from Community Visit #2, the Consultant Team will develop the preliminary Riverfront Parks & Trails Master Plan. The design will incorporate our assessment of the social, physical, and environmental drivers impacting successful redevelopment of the riverfront area.

The plan will identify the infrastructure required to support proposed uses including, but not limited to vehicular, bicycle, and pedestrian circulation, parking, stormwater management, and riverfront access. To best explain the intended character of the redevelopment, the Project Team will prepare illustrations and use precedent images from other places to illustrate the Plans most important and intriguing aspects.

The parks and trail concepts will incorporate and address:

- Placement of buildings & facilities
- Trails & sidewalks
- Playgrounds
- Seating
- Trees & landscape
- Natural features & habitats
- Lighting
- Signage
- Public art

Deliverable: Preliminary Riverfront Parks & Trails Master Plan for public presentation

3.2 – Preliminary Conceptual Plans for Downtown Focus Areas

After vetting the Conceptual Plan Alternatives with the City, stakeholders and public at Community Visit #2, preliminary conceptual plans for Howard Park, Seitz Park and a portion of the Blue Ways Trail on the east side of the St. Joseph River will be developed to a level of design that can quickly be engineered and implemented for construction in 2017.

Preliminary cost estimates will be developed for the three focus areas.

Deliverable: Preliminary Conceptual Plans for Downtown Focus Areas for public presentation and preliminary cost estimates for three focus areas

3.3 – Preliminary Implementation Strategy

Critical to any successful parks and trails plan is the ability to outline the action steps necessary to move the plan from concepts into reality. Experience tells us that there are two critical factors to making this happen: clarity around outcomes and roles of involved parties; and careful consideration and planning relative to the resources required (financial and otherwise) to make the policy or development vision happen. The Project Team will provide recommendations, including:

- Prioritization of realistic & catalytic projects & development types
- Cost estimates for priority actions & short term projects
- Regulatory permitting requirements
- Short, intermediate & long-term phases

Deliverable: Preliminary Implementation Strategy for public presentation

3.4 – Preliminary Design Standards and Branding and Signage Strategy

Upon feedback received during Community Visit #2, the Consultant Team will further refine the design standards and branding and signage strategy. Design standards will address at a minimum: trail design, sidewalk design, site furnishings, landscape, signage use, design principles for new structures and parking areas. The intent is that these standards can be applied to all parks managed by the City of South Bend Parks & Recreation Department. Adding to the consistent theme throughout the riverfront parks, the Consultant Team will develop a branding and standard signage strategy addressing park name signage, directional and wayfinding signage, and facilities signage.

Deliverable: Preliminary Design Standards and Branding & Signage Strategy for public presentation

3.5 – Community Visit #3

The Consultant Team will meet with the Project Team, stakeholder groups and the community through a community forum and pop-up workshop to review the preliminary Riverfront Parks & Trails Master Plan, conceptual plans for the three focus areas, implementation strategy, design standards, and branding and signage strategy. Feedback will be solicited on all items to be incorporated into the final plans and strategies.

Deliverable: Meeting notes

3.6 – Final Riverfront Parks & Trails Master Plan and Conceptual Plans

Given the feedback and input from the Project Team, stakeholder groups, and the community during Community Visit #3, the Consultant Team will refine the Riverfront Parks & Trails Master Plan and Conceptual Plans for the three focus areas. The final plans will communicate the vision and recommendations in graphic format (color rendered plan, character cross sections/3D renderings).

Cost estimates for the three focus areas will be revised per plan changes.

Deliverables: Final Riverfront Parks & Trails Master Plan and Conceptual Plans for Downtown Focus Areas for public presentation. Final cost estimates for the three focus areas.



3.7 – Community Visit #4

Community Forum

The Consultant Team will present the final Riverfront Parks & Trails Master Plan, Conceptual Plans for the three focus areas, implementation strategy, design standards, and branding and signage strategy during the final community visit. This will be the last formal opportunity for community members to react and comment on the revised plans and strategies.

Deliverable: Meeting notes

3.8 – Master Plan Documentation

The Consultant Team will prepare a full draft of the Riverfront Parks & Trails Master Plan. This draft will include all a summary of the planning process and build linkages to the City of South Bend 5-Year Park Master Plan.

A draft of the Riverfront Parks & Trails Master Plan will be circulated to the Project Team and other vital stakeholders for their review (as determined by the City). The review period is typically 2-3 weeks in duration, after which time the Consultant Team will collect comments. A meeting with the Project Team will be held to review received comments and if necessary decide to how to resolve and discrepancies between them. The Consultant Team will then refine the plan into a final draft for acceptance by the City.

Deliverable: Riverfront Parks & Trails Master Plan Report

- *In both digital & hard copy format (PDF, original document file & 5 hard copies)*
- *All relevant materials that were used in previous phases & presentations*
- *Digital copies of all graphics produced during the process*

EXHIBIT B

Contractor's Affidavit

[See attached.]

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF Michigan)
) SS:
Washtenaw COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in

the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

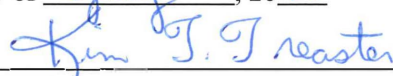
Dated this 25 day of July, 2016

SmithGroupJJR, Inc.
Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent
Patrick M. Doher, Senior Vice President
Printed Name and Title

Subscribed and sworn to before me this 25 day of July, 2016

My Commission Expires 3/15/18


Notary Public

County of Residence _____

KIM T. TREASTER
NOTARY PUBLIC, STATE OF MI
COUNTY OF JACKSON
MY COMMISSION EXPIRES Mar 15, 2018
ACTING IN COUNTY OF Wheaton



