



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, August 11, 2016, 9:30 a.m.

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**1. Roll Call**

**2. Approval of Minutes**

A. Minutes of the Regular Meeting of Thursday, July 28, 2016

**3. Approval of Claims**

A. Claims Submitted August 11, 2016

**4. Old Business**

**5. New Business**

A. Receipt of Bids

(1) 802-812 S. Lafayette

B. River West Development Area

(1) Approval of Bid Specifications and Design Considerations – 5 lots on Brick/Cleveland Road

(2) Resolution No. 3344 – 5 lots on Brick/Cleveland Road

(3) Request to Advertise – 5 lots on Brick/Cleveland Road

(4) Ignition Park South AEP line removal/relocation funding request

(5) First Amendment to Lease - Tapastrie



- (6) Commencement Certificate GLC Portage Prairie, LLC
- (7) First Amendment to Master Lease – GLC Portage Prairie, LLC
- (8) JPR Supplemental Remediation Environmental - Gates Service Center

## **6. Progress Reports**

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

## **7. Next Commission Meeting:**

Thursday, August 25, 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.

- (6) Commencement Certificate GLC Portage Prairie, LLC
- (7) First Amendment to Master Lease – GLC Portage Prairie, LLC

## **6. Progress Reports**

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

## **7. Next Commission Meeting:**

Thursday, August 25, 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 28, 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 Dave Varner, Vice President Don Inks, Secretary Greg Downes, Commissioner Gavin Ferlic, Commissioner
Member Absent:	John Anella, Commissioner
Legal Counsel:	Benjamin Dougherty, Esq.
Redevelopment Staff:	David Relos, Associate Mary Brazinsky, Recording Secretary
Others Present:	Brian Pawlowski Aaron Kobb Sara Stewart, Unity Gardens Jitin Kain Aaron Perri Elizabeth Maradik Mark Peterson, WNDU Eric Walton, WNDU

**2. APPROVAL OF MINUTES**

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

Upon a motion by Secretary Inks, seconded by Commissioner Downes, the motion carried 5-0, the Commission approved the minutes of the regular meeting of Thursday, July 14, 2016.

**3. APPROVAL OF CLAIMS**

**A. Claims Submitted July 28, 2016**

	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
<b>Total</b>	<b>\$226,660.45</b>		<b>\$172,569.84</b>
<b>Total Of Both Columns</b>	<b>\$399,230.29</b>		

Upon a motion by Secretary Inks, seconded by Commissioner Downes, the motion carried 5-0, the Commission approved the Claims submitted July 28, 2016.

**4. Old Business**

**5. New Business**

**A. Receipt of Bids**

**(1) Bids for Newman Center**

Mr. Relos stated today at nine am was the deadline for the receipt of bids for the Newman Center which was taken through the Disposition Process and no bids have been received.

## **B. River West Development Area**

### **(1) Unity Gardens Update/Certificate of Completion**

Sara Stewart showed a PowerPoint Presentation to the Commission on Unity Gardens outlining their growth through the past two years. Unity Gardens provides free gardens to all people. Unity Gardens now takes everyday food waste and composts it back into the soil. Unity Gardens provided a free camp to area youth teaching them all about gardening. They had a record number of fifty-five children participate at the week-long camp. Every Thursday night from six to eight Unity Gardens has a chef to table night where neighbors and community members gather to celebrate food. All are welcome to join.

Sara was honored to talk about the award winning honey from the hood project which helps support all of Unity Gardens and has been harvested for four years. The products created and produced at Unity Gardens are sold at the South Bend Farmer's Market. Money from these projects help the growth of such things as solar power panels that heat the plants in the winter. Sara states that Unity Gardens is still growing and they are looking into future developments such as additional parking lots, a community center/education center where they can hold classroom sessions.

Dave Relos stated in December 2014 when we entered into the contract for sale with Unity Garden they needed to achieve certain benchmarks within a two year period. As seen by Sara's presentation they have added the third greenhouse and expanded the native planting areas thus achieving their benchmarks prior to the December 2016 deadline. We ask the Commission to Approve the Certificate of Completion for Unity Gardens.

Upon a motion by Secretary Inks, seconded by Commissioner Downes the motion carried 5-0, the Commission approved the Certificate of Completion for Unity Gardens submitted July 28, 2016.

### **(2) Resolution No. 3343**

Jitin Kain presented Resolution No. 3343. Amendment to the Lease. In part of our negotiation with INDOT they have offered us programmed paving money in 2018, however, they've asked us to include some of the paving from State Road 933 from Bartlett to Angela. This also includes surrounding streets around Memorial Hospital as we are seeing additional wear and tear.

Upon a motion by Vice President Varner, seconded by Secretary Inks the motion carried 5-0, the Commission approved 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 submitted July 28, 2016.

### **(3) License Agreement for Saigon Market Site Work**

Jitin Kain presented the License Agreement for Saigon Market Site Work. Due to safety concerns with the new street configurations and traffic flow so close to the Colfax intersection, we are relocating their driveway. We will need to go into their parking area for grading from the public right of way. Saigon Market will lose two parking spaces. Saigon Market has requested for us to replace their fence as compensation for the parking spaces. We are requesting to use TIF dollars not to exceed \$15,000 to replace their fence in lieu of the parking spaces and relocating their driveway.

Upon a motion by Vice President Varner, seconded by Commissioner Downes the motion carried 5-0, the Commission approved the License Agreement for Saigon Market Site Work submitted July 28, 2016.

### **(4) Staff Report on Blackthorn RFP**

Mr. Pawlowski gave the Redevelopment Commission a Staff Report Update on the Blackthorn RFP. One response was received that included basic numbers. Mr. Pawlowski contacted the firm to get a broader view of their intentions. Once received he will give an update to the Commission.

## **C. River East Development Area**

### **(1) Professional Services Agreement with SmithGroupJJR – River Parks and Trails Plan**

Elizabeth Maradik presented the Professional Services Agreement with SmithGroupJJR – River Parks and Trails Plan amount not to exceed \$248,800. The agreement will continue 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 to 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.

Aaron Perri spoke to the Commission about opportunities happening around the Riverwalk area and having a solid plan in place for future development.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks the motion carried 5-0, the Commission approved Professional Services Agreement with SmithGroupJJR – River Parks and Trails Plan submitted July 28, 2016.

**6. Progress Reports**

A. Tax Abatement  
None

B. Common Council  
None

C. Other

**7. Next Commission Meeting:**

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

**8. Adjournment**

Thursday, July 28, 2016, 9:55 a.m.

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Aaron Kobb, Director of Economic Resources

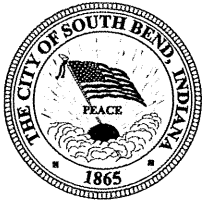
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Marcia I. Jones, President



# ITEM: 3A

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims August 11, 2016 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
Majority Builders, Inc.	119,810.79	Ignition Pk Infrastructure Ph. 1C. Division B
Walsh & Kelly Inc.	287,037.77	Ignition Pk Infrastructure Ph. 1C. Division A
Equal Construction, LLC	72,073.18	Hoffman Artist Apartment
Plews Shaldley Racher & Braun LLP	2,461.50	Environmental General, Union Station, Bosch/Honeywell
Faegre Baker Daniels	1,592.70	Legal Services
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Walsh & Kelly Inc.	131,747.43	East Bank Sewer
S/T Bancroft Electric	6,209.07	Colfax Ave. & Hill St. Street Improvements
L.L. Geans Construction Co.	64,801.60	Colfax Ave. & Hill St. Street Improvements
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Lawson-Fisher Associates P.C.	9,199.45	Roundabout Intersection Improv. Chippewa Ave at Michigan & Main St.
Reith Riley Construction Co., Inc.	122,228.00	Ireland Rd & High St. Intersection Improvements
	817,161.49	



Department of  
**Community Investment**

**ITEM: 5B1**

**Memorandum**

August 11, 2016

TO: Redevelopment Commission  
FROM: David Relos, Economic Resources *DR*  
SUBJECT: Approval of Bid Specifications and Design Considerations  
5 Lots on Brick / Cleveland Road

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Attached are the Bid Specifications and Design Considerations for the disposition of property on the north side of Brick / Cleveland Roads between Ameritech and Dylan Drives.

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

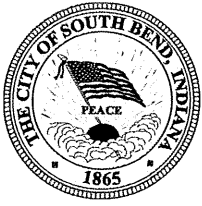
Staff requests approval of the Bid Specifications and Design Considerations for the eventual disposition of this property.



## **Bid Specifications & Design Considerations**

**Sale of Redevelopment Owned Property  
5 lots on the north side of Brick / Cleveland Roads  
between Ameritech and Dylan Drives  
River West Development Area**

1. All of the provisions of I.C. 36-7-14-22 will apply to the bidding process.
2. All offers must meet the minimum price listed on the Offering Sheet.
3. Proposals for redevelopment are required to be for projects that are permitted within the Commercial or Light Industrial zoning designation. All proposals must conform to the existing zoning provisions as outlined in the South Bend Zoning Ordinance Title 21 of the City of South Bend Municipal Code.
4. Proposals for the reuse of the property must include a basic reuse plan for the site and a project timeline detailing aspects of the site redevelopment and site improvements. During the review process, emphasis will be placed on compatibility with the goals and objectives of the surrounding businesses and industrial parks and the Development Plan for the River West Development Area.
5. Bidders are prohibited from the use of the property for speculation or land-holding purposes.
6. All other provisions of the River West Development Area Development Plan must be met.




Department of  
**Community Investment**

**ITEM: 5B2**

**Memorandum**

August 11, 2016

TO: South Bend Redevelopment Commission

FROM: David Relos, Economic Resources 

SUBJECT: Resolution No. 3344

Disposition Offering Price – 5 Lots on Brick / Cleveland Road

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Attached is Resolution No. 3344, which sets the disposition offering price for property on the north side of Brick / Cleveland Roads between Ameritech and Dylan Drives.

The proposed fair market value of the property, as derived by two independent appraisals, is found in "Exhibit A" in the attached resolution.

Staff requests approval of Resolution No. 3344.



**RESOLUTION NO. 3344**

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

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

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

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

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

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

ADOPTED at a meeting of the South Bend Redevelopment Commission held on August 11, 2016, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

**SOUTH BEND REDEVELOPMENT  
COMMISSION**

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

ATTEST:

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

**EXHIBIT A  
TO RESOLUTION NO. 3344**

Property	Size	Minimum Offering Price	Proposed Use
5 lots on the north side of Brick / Cleveland between Ameritech and Dylan Drives	<u>025-1009-015203</u> <u>.5 acres +/-</u>	<u>025-1009-015203</u> <u>\$22,200</u>	Projects that are permitted within the Commercial or Light Industrial zoning designation.  Strong emphasis will be placed during the review process on compatibility with the goals and objectives of the River West Development Area and the surrounding businesses and industrial parks.
	<u>025-1009-015205</u> <u>.5 acres +/-</u>	<u>025-1009-015205</u> <u>\$22,200</u>	
	<u>025-1009-015206</u> <u>.5 acres +/-</u>	<u>025-1009-015206</u> <u>\$19,700</u>	
	<u>025-1009-015207</u> <u>.5 acres +/-</u>	<u>025-1009-015207</u> <u>\$22,950</u>	
	<u>025-1016-060005</u> <u>1.8 acres +/-</u>	<u>025-1016-060005</u> <u>\$169,000</u>	



Department of  
**Community Investment**

**ITEM: 5B3**

**Memorandum**

August 11, 2016

TO: South Bend Redevelopment Commission  
FROM: David Relos, Economic Resources *DR*  
SUBJECT: Request to Advertise  
5 Lots on Brick / Cleveland Road Disposition

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Attached is the Notice of Intended Disposition of Property (Notice) for property on the north side of Brick / Cleveland Roads between Ameritech and Dylan Drives, in the River West Development Area.

This Notice will be advertised in both the South Bend Tribune and the Tri-County News on August 19 and August 26, 2016.

Staff requests approval of this Notice and the Request to Advertise, for the eventual disposition of this property.



## Notice of Intended Disposition of Property

RIVER WEST DEVELOPMENT AREA  
Five Parcels on the north side of Brick / Cleveland Roads  
between Ameritech and Dylan Drives  
South Bend, Indiana

Notice is hereby given that the Redevelopment Commission of the City of South Bend, Indiana, will receive sealed offers for the purchase of certain property situated in the River West Development Area until 9:00 a.m. (local time) on the 15th day of September 2016 in the Office of the Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601. All offers will be publicly opened and read aloud at 9:30 a.m. (local time) on the 15th day of September 2016 at the Regular Meeting of the Redevelopment Commission to be held that date and time in Room 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601, or in the event of cancellation or rescheduling, at the Redevelopment Commission's subsequent regular meeting or rescheduled regular meeting held at a time and place given by public notice. Bid proposals for the purchase of the property offered will be considered.

The property being offered is located on the north side of Brick / Cleveland Roads between Ameritech and Dylan Drives, in the River West Development Area, South Bend, Indiana. The required re-use of the parcels is for projects that are permitted within the Commercial or Light Industrial zoning designation. Strong emphasis will be placed during the review process on compatibility with the River West Development Area and the surrounding businesses and industrial parks.

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

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

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

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

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

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

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

CITY OF SOUTH BEND, INDIANA  
DEPARTMENT OF COMMUNITY INVESTMENT

Brian Pawlowski, Interim Executive Director  
Publish Dates: August 19 and August 26, 2016





ITEM: 5B4

Department of  
**Community Investment**

**Redevelopment Commission Agenda Item**

DATE: August 11, 2016  
FROM: David Relos, Economic Resources *DR*  
SUBJECT: Ignition Park South AEP line removal / relocation funding request

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To prepare Ignition Park South for development possibilities, this past year and a half most utilities between Kemble and Scott streets have been removed and / or relocated, as well as the streets and alleys vacated and the site rezoned to Light Industrial.

We now have a cost estimate from AEP for them to reroute some lines and remove the remaining. AEP's estimate is \$33,000. Once AEP's work is completed, AT&T and Comcast will be able to come in and remove their lines, completing the utility removal in this area.

Staff requests funding approval for AEP's utility relocation / removal, in a not-to-exceed of \$50,000.

INTERNAL USE ONLY: Project Code: 10J021  
Total Amount new/change (inc/dec) in budget: \$50,000; broken down by:  
Acct # 324-1050-460-42.01  
Going to BPW for Contracting? No Is this item ready to encumber now? Yes  
Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_



**FIRST AMENDMENT TO LEASE**

This First Amendment to Lease (this "First Amendment") is made on August 11, 2016 (the "Effective Date"), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the "Landlord"), and Tapastrie LLC (the "Tenant") (each a "Party," and collectively the "Parties").

RECITALS

A. Landlord and Tenant entered into that certain Lease dated October 16, 2014 (the "Lease"), under which Landlord leased to Tenant the Premises, comprised of approximately 5,900 square feet of commercial space at 201 N. Michigan Street in the City of South Bend, Indiana.

B. The Parties desire to amend the terms of the Lease as stated in this First Amendment.

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

1. The following sentence is added after the last sentence of Section 4.2 of the Lease: "Notwithstanding any provision of this Lease to the contrary, Tenant will have no obligation to pay Rent under this Section 4.2 for the months of August 2016 through January 2017, inclusive."

2. Capitalized terms used in this First Amendment will have the meanings set forth in the Lease unless otherwise stated herein.

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

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Lease to be effective on the Effective Date stated above.

South Bend Redevelopment Commission

Tapastrie LLC

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

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

Title:

ATTEST:

Date:

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

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**COMMENCEMENT CERTIFICATE**

THIS COMMENCEMENT CERTIFICATE (this "Certificate") is made effective this 5th day of August, 2016, by and between GLC Portage Prairie, LLC, an Indiana limited liability company ("Landlord"), and South Bend Redevelopment Commission, governing body of the South Bend Department of Redevelopment ("Tenant").

Landlord and Tenant are parties to that certain Master Lease dated July 16, 2015, related to the development, construction and lease of a spec commercial/bulk distribution facility and related paving/parking and other improvements (the "Master Lease"). Pursuant to Section 3 of the Master Lease, Landlord and Tenant agree:

1. The Commencement Date of the Master Lease is August 5<sup>th</sup>, 2016.
2. The Lease is in full force and effect and has not been assigned or amended, except as follows (if any): None.
3. The leasable square feet of the Building is 210,420 square feet.

IN WITNESS WHEREOF, the parties hereto have duly executed this Commencement Certificate effective on the date first above written.

**Tenant**

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

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

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

**ATTEST:**

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

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

**Landlord**

**GLC PORTAGE PRAIRIE, LLC**  
By: Great Lakes Capital Management, LLC  
Its: Manager

By: 

\_\_\_\_\_  
Ryan C. Rans, Manager

**FIRST AMENDMENT TO MASTER LEASE**

THIS FIRST AMENDMENT TO MASTER LEASE (this “First Amendment”) is made on August 11, 2016 (the “Effective Date”), by and between GLC Portage Prairie, LLC (the “Landlord”) and the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Tenant”).

RECITALS

A. Pursuant to the terms of the parties’ Development Agreement dated July 16, 2015, Landlord and Tenant entered into that certain Master Lease dated July 16, 2015 (the “Master Lease”), related to Landlord’s development of a spec commercial/bulk distribution facility and related improvements on the Real Estate (as defined in the Master Lease).

B. Landlord and Tenant desire to modify certain terms of the Master Lease as stated in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this First Amendment and the Master Lease, the adequacy of which consideration is hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 4(c) is deleted in its entirety and replaced by the following:

Abatement of Rent. The parties acknowledge and agree that Landlord and Tenant desire to find third-party tenants for the entirety of the Premises. As such, Tenant’s obligation to pay Rent shall be terminated with respect to any portion of the Building that is, or at any time was, subject to a Replacement Lease from and after the Replacement Rent Date (as defined below). As used herein, a “Replacement Lease” shall be any lease entered into by Landlord after the Effective Date of this Master Lease with a third party under which the third party agrees to occupy the Premises or a portion thereof, and the “Replacement Lease Date” shall be the date on which Landlord and the third party execute a Replacement Lease. Landlord shall deliver a copy of each Replacement Lease within ten (10) days after its respective Replacement Lease Date. Tenant’s obligation to pay Rent for the portion of the Building subject to a Replacement Lease will forever terminate (and will not be restored at any time for such portion of the Premises) on the date the third party commences paying rent to Landlord under the Replacement Lease (the “Replacement Rent Date”). For any Replacement Lease entered into before August 11, 2016, the Replacement Rent Date may occur no later than July 1, 2017. For any Replacement Lease entered into on or after August 11, 2016, the Replacement Rent Date may occur no later than one (1) month after the Replacement Lease Date. In no event will Tenant pay

Rent to Landlord for a portion of the Premises if Landlord has received or will receive payment of rent in any amount from a third party for the same portion of the Premises for the same period of time.

2. Unless expressly modified by this First Amendment, the terms and provisions of the Master Lease remain in full force and effect.

3. Capitalized terms used in this First Amendment will have the meanings set forth in the Master Lease unless otherwise stated herein.

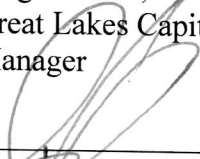
IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Master Lease to be effective on the Effective Date stated above.

LANDLORD:

GLC Portage Prairie, LLC

By: Great Lakes Capital Management, LLC

Its: Manager

  
\_\_\_\_\_  
Ryan Rans, Member

TENANT:

SOUTH BEND REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

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Surveying • Engineering • Planning • Architecture • Utility Management  
GIS • Environmental • Renewable Energy • Landscape Architecture

August 10, 2016

City of South Bend  
Department of Community Investment  
227 W. Jefferson Blvd., Suite 1400 S  
South Bend, Indiana 46601

Attention: Mr. David Relos

**RE: PROPOSAL FOR SUPPLEMENTAL ENVIRONMENTAL CLEAN-UP SERVICES, FORMER GATES SERVICE BUILDING, 410 WAYNE STREET, SOUTH BEND, INDIANA (PROPOSAL # JPRE16-066)**

Jones Petrie Rafinski (JPR) appreciates the opportunity to present the following proposal for conducting supplemental environmental clean-up services for the former Gates Service Center Facility, which is currently owned by the City of South Bend. JPR understands that the City of South Bend is entertaining offers for the potential purchase of the subject site; however, environmental conditions were cause for concern based upon the findings and recommendation of a 2012 Phase I Environmental Site Assessment conducted by Wightman Petrie Inc. (as performed for the City of South Bend).

In response to such environmental conditions, JPR was authorized to perform a ground penetrating radar (GPR) survey of the site for the purpose of identifying subsurface anomalies consistent with underground storage tanks or other "suspect" areas. While such survey did not identify the presence of any such UST systems, the presence of buried wastes (likely associated with the presence of former residential dwellings along Williams Street, and Wayne Street (southeast corner of intersection)). Accordingly, JPR initiated a surface soils and groundwater investigation of the anomaly as verification of the absence of environmental impacts for the area. Results of such soil and groundwater testing are pending receipt from the contracted laboratory.

Within the interior of the former service center, JPR initiated a clean-out of accumulated solids and oily debris within existing trench drains of the two auto service areas. Two identified oil/water separator systems to which flow from the trench drains discharged, were pumped of all residual solids and oily residues, power washed and pumped of all accumulated wastewaters for off-site disposal.

Regarding hydraulic lifts, a total of twelve units were identified. JPR initiated an environmental assessment of the lifts through installation of a soil boring (to a depth of approximately 10-feet to 12-feet below and surface. Field screening of the soil depth intervals, as well as laboratory analysis of selected soil samples from each of the borings did not indicate the presence of Contaminants of Concern above any applicable regulatory criteria. Such results would indicate that historical operations of the lift units had not resulted in any significant release of hydraulic oils to surrounding soils.

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With respect to "closure" of the lift units, the caps to all but one of the identified hydraulic lifts had been removed, allowing for access to the interior shafts of the units. Visually, the interior shafts had accumulated oils, water and other debris, which was subsequently pumped for off-site disposal, with follow-up power washing of the shaft and pumping of wash waters for each of the accessible units (twelve). In addition the oil re-fill plug was removed for six of the twelve units (three tanks that serve two lifts), allowing for insertion of a flexible line to the existing 25-40 gallon oil reserve tank (located adjacent to the lift shaft at approximately 8-feet to 10-feet below land surface), with subsequent vacuum removal of oil residuals. However, as noted four (one double service, and three single service reserve tanks) of the re-fill plugs could not be removed, having become seeded within the existing concrete flooring or having threads that had rusted over time.

In order to complete closure of the hydraulic lift units, the remaining cap of the last hydraulic lift requires removal in order to allow access for the pumping, power washing and removal of residual waste waters for off-site disposal. In addition, the remaining four oil re-fill plugs need to be physically removed, with subsequent pumping of oil reserves within the below ground tank systems. We note that for one of the units, the reservoir was within the hydraulic shaft.

With completion of the remaining lift system cleaning, and removal of the residual oil from the remaining four oil reserve tanks; JPR can initiate final closure of the units through insertion of concrete within the lift shafts (to ground surface) and insertion of clean sand to the fill tanks, with completion of a concrete plug to seal the access.

### **PROPOSED SCOPE OF SERVICES**

In completion of the closure of the hydraulic lifts, JPR proposes to remove the cap and cross bar for the lone remaining lift unit present within the northern service area. Once removed, remnant oils will be vacuum removed. Once oils have been removed from the shaft, efforts will be undertaken to open the re-fill plug for vacuum removal of the remaining oil within the tank reservoir. With all oils removed, the shaft chamber will be power washed clean, with wash water also vacuum removed.

For closure of the four remaining 25-gallon to 40-gallon hydraulic oil reservoir tanks, an approximate 1-foot x 1-foot saw cut of the concrete surrounding the plug will be made, jack-hammered to break into pieces and removed. Once removed, surrounding soils down to approximately 1-foot below land surface will be water jet removed, resulting in the exposure of the re-fill line. Once exposed, the re-fill line will be cut, allowing for insertion of the vacuum wand into the reservoir tank and subsequent removal of all residual hydraulic oils. Once the oils have been removed, clean and bagged sand will be poured within the re-fill line to allow for filling the reservoir tank. Once the tanks and re-fill line have been filled with sand. The access areas will be backfilled with soil, and the cuts completed with concrete consistent with that of the existing floor.

As per our prior proposal, all hydraulic shafts, once power washed clean with vacuum removal of wash waters, will be properly abandoned through the addition of a concrete mix to ground surface. Please note that there will be no removal of the metal casing, a portion of which will remain visible at ground surface once the concrete fill has been completed and finished. Similarly, for the re-fill plugs previously access for vacuum removal (not inclusive of the proposed four addressed in this current proposal), JPR will fill the lines and reservoir with a clean and bagged sand to the top of the re-fill line and re-insert the existing plug for completed abandonment.

**SCHEDULE**

Jones Petrie Rafinski proposes to commence with the closure of the remaining hydraulic lift and reservoir tanks within one week of authorization. We would anticipate completion of the proposed scope of services for this **SUPPLEMENTAL ENVIRONMENTAL REMEDIATION/CLEAN-UP** within one day, followed by one to two days for the insertion of concrete for the hydraulic shafts and sand for the re-fill lines and reservoirs.

**ESTIMATED COSTS**

An **ESTIMATED COST** for performing the **SUPPLEMENTAL ENVIRONMENTAL REMEDIATION** is presented as follows:

Hourly Rate of \$775/hour inclusive of (1) operators, two (2) technicians, vacuum truck, service truck & trailer, dump truck, bobcat and bucket, air compressor and jackhammer, power washer, cutting torch, concrete saw, partner saw and all necessary labor (estimate 6 hours)	\$4,650
Disposal Costs - \$1.20/gallon of solids (estimate 50 gallons)	\$ 60
\$0.50/gallon of liquids (estimate 200 gallons)	\$ 100
Concrete Costs - \$50/yard (estimate 10 bags)	\$ 55
Scheduling/Oversight/Photographic Documentation/Letter Report Summary	<u>\$1,100</u>
<b>ESTIMATED COST</b>	<b>\$5,965</b>

Please note that this **ESTIMATED COST** should be considered a Project Maximum, which Jones Petrie Rafinski will not exceed without prior approval. Should the scope of services require modification based on field conditions and/or circumstances that would not have otherwise been anticipated, Jones Petrie Rafinski will notify the client of such "changed conditions" and resultant cost implications to the project. If the project is ongoing, our services will be billed monthly. Payment is due upon receipt of our invoice. Should you have any questions or comments concerning our services or charges during the course of the work, please bring them to our attention immediately for quick resolution.



## LIMITATIONS/QUALIFICATIONS

The sampling and testing of soil, groundwater and/or other materials is beyond the scope of services. Cost estimates for our proposed services have been prepared based on the following assumptions:

- Jones Petrie Rafinski will have unlimited access to the site during daylight hours;
- No subsurface obstructions (buried utilities or fill debris) will interfere with our work;
- Soil cuttings will be returned to the excavation from which they were generated.

## AUTHORIZATION

Jones Petrie Rafinski appreciates the opportunity to be of service on this project, and is prepared to commence work immediately upon your acceptance of this Proposal. Should you have any questions or require additional information, please contact me at (574) 232-4388. As noted, costs associated with the implementation of the Phase II Environmental Site Assessment are to be split by both the Purchaser and Seller. Accordingly, there are two Proposal Acceptance Pages. If acceptable, please execute the appropriate Proposal Acceptance Page by signature, where indicated, and return a copy via e-mail ([cphifer@jpr1source.com](mailto:cphifer@jpr1source.com)) or facsimile (574) 232-4333). Once both executed copies have been received a fully executed contract will be returned to both parties.

Sincerely,



Conley B. Phifer, CHMM  
Environmental Consultant

**PROPOSAL ACCEPTANCE**

This PROPOSAL FOR SUPPLEMENTAL ENVIRONMENTAL CLEAN-UP SERVICES, FORMER GATES SERVICE BUILDING, 410 WAYNE STREET, SOUTH BEND, INDIANA (PROPOSAL # JPRE16-066) is accepted, and authorization to proceed granted:

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

**APPROVED**

**South Bend**

Point of Contact for Access to facility \_\_\_\_\_ **Redevelopment Commission**

Telephone Number for Point of Access Contact \_\_\_\_\_

*Donald E. ...*  
**Date:** *August 11, 2016*

Business name: \_\_\_\_\_

Billing address: \_\_\_\_\_

Billing/account manager: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Please note:** Jones Petrie Rafinski offers electronic invoicing if requested. Please sign below if you would prefer that option.

*I prefer to have my invoice transmitted through electronic email:*

\_\_\_\_\_

**The party who signs this Proposal is directly responsible for the charges incurred during the completion of our work.**