



South Bend

Redevelopment Commission

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

Revised Agenda

Regular Meeting, December 15, 2016, 9:30 a.m.

1. Roll Call

2. Approval of Minutes

A. Minutes of the Rescheduled Regular Meeting of Thursday, November 21, 2016

3. Approval of Claims

A. Claims December 15, 2016

4. Old Business

5. New Business

A. Receipt of Bids

1. Receipt of Bids: Wayne Street Garage Commercial Storefront
2. Receipt of Bids: 333 Western Avenue

B. River West Development Area

1. Resolution No. 3370: Disposition Offering Price S.W. Corner US 20 and Bypass
2. Approval of Bid Specifications: S.W. Corner US 20 and Bypass
3. Request to Advertise: S.W. Corner US 20 and Bypass
4. Budget Request: Firehouse #4
5. Real Estate Purchase Agreement: Hibberd Development, LLC.
6. AEP Utility Easement – Ignition Park South
7. Second Amendment to Real Estate Purchase Agreement: Heading for Home LLC.
8. Second Amendment to Real Estate Purchase Agreement: 410 W Wayne Street LLC.



C. River East Development Area

1. Agreement for Professional Services: Abonmarche Consultants, Inc. Riverfront Parks & Trails Plan

D. Other

1. Nationstar Mortgage LLC v. Gilvin, et al.
2. Resolution No. 3369: Commending Greg Downes

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, December 29, 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

SOUTH BEND REDEVELOPMENT COMMISSION RESCHEDULED REGULAR MEETING

November 21, 2016

9:30 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:33 a.m.

1. ROLL CALL

- | | |
|----------------------|--|
| Members Present: | Marcia Jones, President
Don Inks, Secretary
Greg Downes, Commissioner
Gavin Ferlic, Commissioner
John Anella, Commissioner |
| Members Absent: | Dave Varner, Vice President |
| Legal Counsel: | Benjamin Dougherty, Esq. |
| Redevelopment Staff: | David Relos, Associate
Mary Brazinsky, Recording Secretary |
| Others Present: | Brian Pawlowski
Aaron Kobb
Elizabeth Leonard Inks
Rich Estes
Patrick Kerr
Erin Blasko |

2. APPROVAL OF MINUTES

A. Approval of Minutes of the Regular Meeting of Thursday, November 10, 2016

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes, the motion carried 4-0, the Commission approved the minutes of the regular meeting of Thursday, November 10, 2016.

3. APPROVAL OF CLAIMS

A. Claims Submitted November 21, 2016

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims November 21, 2016 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u> American Electric Power	28,024.37	Marriott Hotel Site Development at Hall of Fame
<u>430 FUND SOUTHSIDE TIF AREA #1</u> McCormick Engineering, LLC	11,652.50	Bowen St. Drainage Improvements

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes, the motion carried 4-0, the Commission approved the claims submitted on Monday, November 21, 2016.

4. Old Business

5. New Business

A. River West Development Area

(1) Resolution No. 3367 – Disposition Offering Price 333 Western Avenue

David Relos presented Resolution No. 3367 for the Disposition of 333 Western Avenue. This is the property of the VA Clinic with the parking lot and vacated Franklin Street. This will set the offering price of the property. The offering price is the average of the two appraisals.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic the motion carried 4-0, the Commission approved Resolution No. 3367 – Disposition Offering Price 333 Western Avenue submitted November 21, 2016.

(2) Approval of Bid Specifications and Design Considerations – 333 Western Avenue

David Relos presented the Bid Specifications and Design Considerations for 333 Western Avenue. The Bid Specifications outline the uses and development requirements that will be considered for this site.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic the motion carried 4-0, the Commission approved Approval of Bid Specifications and Design Considerations – 333 Western Avenue submitted November 21, 2016.

(3) Request to Advertise – 333 Western Avenue

David Relos presented the Request to Advertise for 333 Western Avenue. This disposition property will be advertised in both the South Bend Tribune and the Tri-County News on November 25 and December 02, 2016.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic the motion carried 4-0, the Commission approved the Request to Advertise – 333 Western Avenue submitted November 21, 2016.

(4) Resolution No. 3366: Blackthorn Owners' Association Board of Directors

David Relos presented Resolution No. 3366. The Redevelopment Commission has authority to approve the Board Members for the Blackthorn Owners' Association in which the terms are staggered one each year. This Resolution is to approve William Panzica as Treasurer for a three year term (2019). Greg Downes will retire from the Blackthorn Board as Secretary effective Dec. 31, 2016, and Don Inks was nominated to fill the remaining term through the end of 2018.

Upon a motion by Commissioner Downes, seconded by Commissioner Ferlic the motion carried unanimously, the Commission approved Resolution No. 3366: Blackthorn Owners' Association Board of Directors submitted November 21, 2016.

(5) Funding Request Cove Area Utility Reconfiguration

Brian Pawlowski presented a Funding Request for the Cove Area Utility Reconfiguration. This request is for the area south of Western between Lafayette and William. When this property was acquired approximately eight years ago, it was known at some point the utilities within it would more than likely need to be reconfigured, but that work was postponed until it was known how development(s) would be sited. This not-to-exceed \$1.5m funding request is to reconfigure the various utilities around the Cove to accommodate the announced development, and it is possible this funding amount could be lower because negotiations are ongoing with AT&T and AEP.

Upon a motion by Secretary Inks, seconded by Commissioner Downes the motion carried unanimously, the Commission approved the Funding Request Cove Area Utility Reconfiguration submitted November 21, 2016.

B. River East Development Area

(1) Temporary License Agreement For Site Examination

Ben Dougherty presented the Temporary License Agreement for Site Examination. Stephenson Mills, LLC asked for a few adjustments from the last meeting's Temporary License Agreement to calibrate its relationship with the University. This re-executed document will allow us to have one fully signed Agreement.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Downes the motion carried 4-0, the Commission approved the Temporary License Agreement for Site Examination submitted November 21, 2016.

(2) Resolution No. 3368: South Bend Redevelopment Commission Approving the Transfer of Real Property to the South Bend Board of Park Commissioners

Ben Dougherty presented Resolution No. 3368: South Bend Redevelopment Commission Approving the Transfer of Real Property to the South Bend Board of Park Commissioners. This Resolution transfers a Commission owned parcel near Seitz Park to the Park Board, which will then allow a single City entity to enter in to a ground lease with Notre Dame for the hydroelectric project.

Upon a motion by Secretary Inks, seconded by Commissioner Downes the motion carried 4-0, the Commission approved Resolution No. 3368: South Bend Redevelopment Commission Approving the Transfer of Real Property to the South Bend Board of Park Commissioners submitted November 21, 2016.

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, December 15, 2016, 9:30 a.m.

8. Adjournment

Thursday, November 21, 2016, 9:45 a.m.



Aaron Kobb, Director of Economic Resources

Marcia I. Jones, President

ITEM: 3A

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION		
Redevelopment Commission Claims December 15, 2016 to be ratified and approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
United Consulting	18,878.50	Coal Line Trail Ph I & II
Hull & Associates	2,550.00	Assessment/Remedy Ignition Pk - Oliver Industrial Pk
Kolata Enterprises LLC	1,350.00	Professional Services
Jones Petrie Rafinski	1,373.75	Utility Relocation
DLZ	18,470.00	Marriott Hotel Site Development at HOF
Walsh & Kelly Inc.	182,043.75	Ignition Park Infrastructure Phase IC, Division A
Alta Equipment Company	304,500.00	One Way to Two Way St Conversion
Christopher Burke	25,572.96	Chet Waggoner Court
RealAmerica Development	173,755.11	LaSalle Apartments
Donohue	4,800.00	Fellow & Dubail Neighborhood Improvements
Jones Petrie Rafinski	47,626.00	Coveleski Utility Relocate Construction
St. Joseph County Airport Authority	1,500,000.00	Ramp Project at the Airport
HRP Construction	151,386.78	Chet Waggoner Court
Abonmarche	13,500.00	Western Ave & Olive St Intersection Improvements
Danch, Harner & Associates, Inc.	980.00	Survey Field Crew
Poblocki Sign Co.	141,437.00	Ignition Park Identity Signage
Plews Shalvey Racher & Braun LLP	2,164.50	Union Station
DLZ	7,480.00	Marriott Hotel Site Development at HOF
Donohue	3,015.00	Fellow & Dubail Neighborhood Improvements
Alliance	7,525.00	Century Center S. Entrance Improvements & New Entrance Hall A-B
United Consulting	17,815.25	Coal Line Trail Ph I
Kolata Enterprises LLC	540.00	Professional Services
Hull & Associates	1,420.00	Ignition Park GW Assessment & Remedy Evaluation
Weaver Consultants Group	3,570.41	Ivy Tower
IDEM	862.50	Oliver Plow
Jones Petrie Rafinski	1,166.50	Bartlett Street Roundabout
Christopher Burke	23,038.00	St. Joseph River Low Head Dam Cip
<u>422 FUND WEST WASHINGTON DEVELOPMENT TIF</u>		
Lehman & Lehman	470.00	Cemetery Master Plan
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Walsh & Kelly Inc.	159,072.53	East Bank Sewer Separation - Phase V TIF
SmithGroup JJR	28,420.00	So. Bend Riverfront Parks and Trails Master Plan
Indiana Department of Transportation	118,566.00	SRTS project bike/pedestrian facilities for Perley Primary Fine Art
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Reith Riley Construction Co.	130,629.34	One Way to Two Way Street Conversion
McCormick Engineering, LLC	3,668.00	1670 Bowen St. Drainage
Total	3,093,978.88	



Department of
Community Investment

Memorandum
December 15, 2016

TO: South Bend Redevelopment Commission
FROM: David Relos, Economic Resources *DR*
SUBJECT: Resolution No. 3370
SW corner of the Bypass & US 20 Disposition Offering Price

Attached is Resolution No. 3370, which sets the disposition offering price for the SW corner of the Bypass & US 20.

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. 3370.

INTERNAL USE ONLY: Project Code: _____
Total Amount new in budget: ___-0-_____; broken down by:
Acct # ___none_____
Going to BPW for Contracting? No Is this item ready to encumber now? No
Existing PO# _____ Inc/Dec \$ _____



RESOLUTION NO. 3370

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT
COMMISSION ESTABLISHING THE OFFERING PRICE OF
PROPERTY NEAR 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 December 15, 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. 3370**

Property	Size	Minimum Offering Price	Proposed Use
<p>SW corner Bypass & US 20</p> <p>Parcel Numbers: 04-1021-035110, 035201, 035202, 035301, 035302, 035303, 036004</p>	<p>68.48 acres +/-</p>	<p>\$1,525,000</p>	<p>Commercial projects that are permitted within the Light Industrial zoning designation.</p> <p>Strong emphasis will be placed during the review process on compatibility with the goals and objectives of the River West Development Area; the surrounding businesses and neighborhood, and the South Bend International Airport.</p>



Department of
Community Investment

Memorandum

December 15, 2016

TO: Redevelopment Commission
FROM: David Relos, Economic Resources *DR*
SUBJECT: Approval of Bid Specifications and Design Considerations
SW corner of the Bypass & US 20

Attached are the Bid Specifications and Design Considerations for the disposition of the SW corner of the Bypass & US 20.

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

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

INTERNAL USE ONLY: Project Code: _____
Total Amount new in budget: ___-0-_____; broken down by:
Acct # ___none_____
Going to BPW for Contracting? No Is this item ready to encumber now? No
Existing PO# _____ Inc/Dec \$ _____



Bid Specifications & Design Considerations

**Sale of Redevelopment Owned Property
SW corner of the Bypass & US 20
Near the 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 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, neighborhood, and the South Bend International Airport; 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

Memorandum

December 15, 2016

TO: South Bend Redevelopment Commission
FROM: David Relos, Economic Resources *DR*
SUBJECT: Request to Advertise
SW corner of the Bypass & US 20 Disposition

Attached is the Notice of Intended Disposition of Property (Notice) for the SW corner of the Bypass & US 20, near the River West Development Area.

This Notice will be advertised in both the South Bend Tribune and the Tri-County News on December 23 and December 30, 2016.

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

INTERNAL USE ONLY: Project Code: _____
Total Amount new in budget: ___-0-_____; broken down by:
Acct # 408-1050-460-39.89
Going to BPW for Contracting? No Is this item ready to encumber now? No
Existing PO# _____ Inc/Dec \$ _____



Notice of Intended Disposition of Property

NEAR THE RIVER WEST DEVELOPMENT AREA
SW corner of the Bypass & US 20
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 near the River West Development Area until 9:00 a.m. (local time) on the 12th day of January 2017 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 12th day of January 2017 at the Regular Meeting of the Redevelopment Commission to be held that date and time in Room 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601, or in the event of cancellation or rescheduling, at the Redevelopment Commission's subsequent regular meeting or rescheduled regular meeting held at a time and place given by public notice. Bid proposals for the purchase of the property offered will be considered.

The property being offered is located at the southwest corner of the Bypass and US 20, near the River West Development Area, South Bend, Indiana. Any proposal submitted must be for the entire site. The required re-use of the property is for projects that are permitted within the 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, neighborhood, and South Bend International Airport

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: December 23 and December 30, 2016



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: December 15, 2016
FROM: Brian Pawlowski, Interim Executive Director
SUBJECT: Budget Request: Fire Station #4

The City of South Bend is making vital improvements to its infrastructure, including the upgrading of existing services building stock. The age/condition/configuration at some existing facilities are such that reuse and modification of the facility isn't feasible, as is the case with Fire Station # 4 on Olive St. As such, the City is planning a new, replacement Fire Station #4 facility on the same parcel where the existing station is located.

The new Station #4 has been designed to become the City of South Bend's first LEED Silver certified building. The existing station has served both as a residential facility and as a maintenance facility for department vehicles since 1973. The new Station #4 will be located immediately north of the existing facility, and after demolition of the existing building, the remainder of the block will form a new fire station/neighborhood greenspace, maintained by the Station, as an outreach to its immediate community neighbors.

Station #4 will be a two-story, 8,200 square foot residential station accommodating three crews of eight, with a two-bay drive-thru Apparatus Bay housing one engine and one ambulance. The apparatus bay has been designed, however, to accommodate two ambulances and one aerial (ladder) truck as the need arises.

The architecture of the station has been designed to reflect and enhance its immediate neighborhood. Using both traditional brick masonry and a contemporary metal panel system, the building will display the nature of the station as a "home" and the station as a center of the latest in firefighting technology. While not being entirely visible from the surrounding streets, the station will also include a 325 watt, 72 cell solar panel array for power production.

The mechanical, electrical, and plumbing systems, being designed to a LEED Silver standard, will utilize the new and efficient systems to minimize its carbon footprint. Some of these innovations include a direct digital facility management system that will control the HVAC systems and the interior and exterior lighting, utilizing all LED fixtures with vacancy and daylighting sensors. In addition, the station will be fully equipped with an automatic sprinkler system.



The site layout of the station has been designed to minimize its footprint, while accommodating the drive-thru apparatus bay's front and rear aprons. This drive-thru approach should limit hazards common to the existing station of relying on stopping traffic on Olive Street and the backing-up of fire trucks upon each return to the station. There will be 100% water retention on-site, with extensive use of native species planting. An irrigation system has not been included, utilizing strategic placement of bio-swales. Surrounding the new greenspace to the south will be a six foot wide asphalt walking path.

Staff requests a not-to-exceed budget of \$3m from the River West Development Area for the new Fire Station # 4.

INTERNAL USE ONLY: Project Code: 16J015

Total Amount new/change (inc/dec) in budget: \$3,000,000; broken down by:

Acct #324-1050-460-42.02 Amt:TBD ; Acct #324-1050-460-31.02 Amt:TBD;

Acct #324-1050-460-39-82 Amt:TBD; Acct #324-1050-460-31.06 Amt:TBD;

Going to BPW for Contracting? **Yes** Is this item ready to encumber now? NO

Existing PO# _____ Inc/Dec \$ _____

Issued For:

No.	Description	Date
1	DD OWNER REVIEW	06/09/2016
2	DD SUBMISSION	06/24/2016
3	90% REVIEW SUBMISSION	07/28/2016
4	95% OWNER REVIEW SUBMISSION	08/09/2016
5	100% INTERNAL REVIEW SET	08/23/2016
6	100% OWNER REVIEW SUBMISSION	09/02/2016
7	100% REVIEW	09/13/2016
8	BIDDING DOCUMENTS	11/08/2016

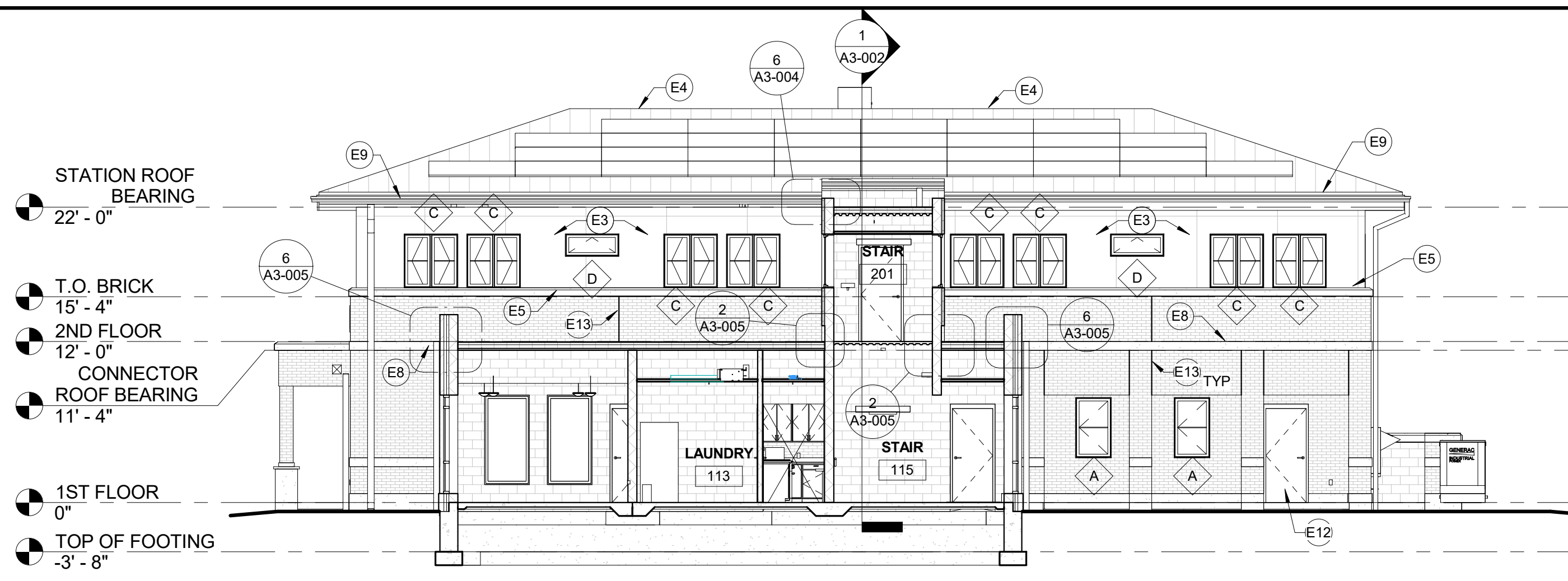
Project number: 16C013
Date: NOVEMBER 8, 2016
Drawn by: NB/RD
Checked by: BK

Project Status:
CONSTRUCTION DOCUMENTS

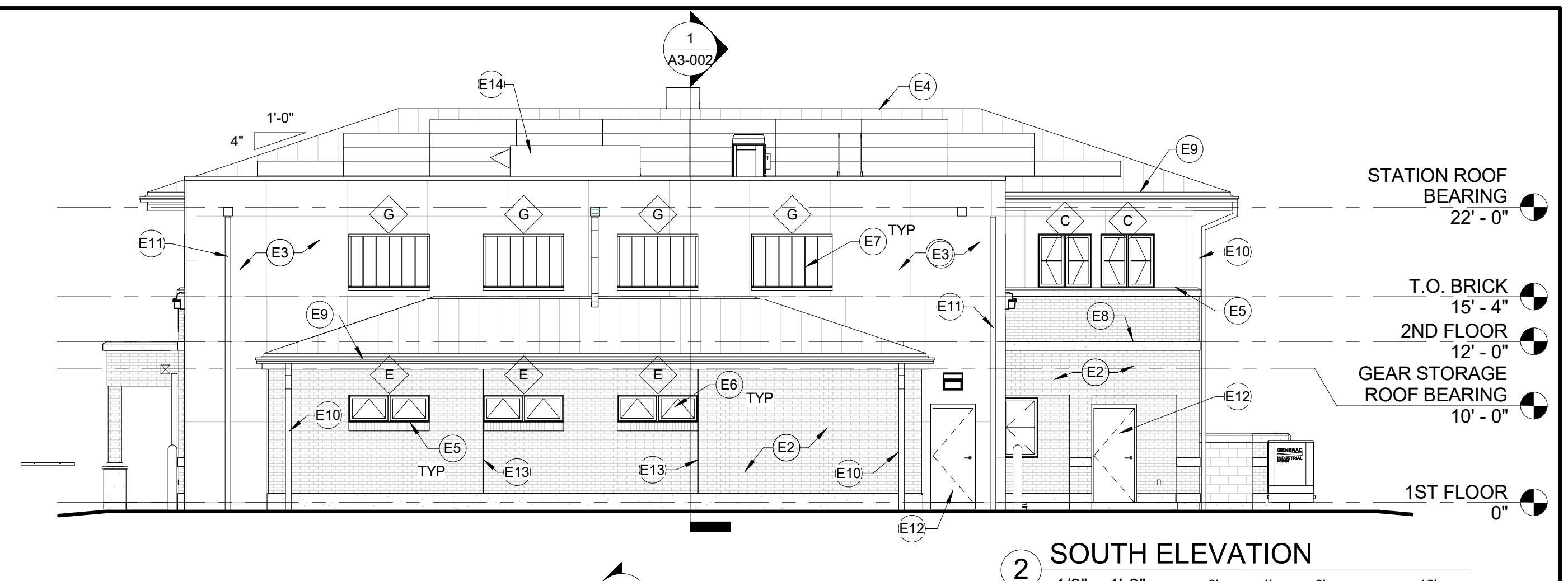
Sheet Name:
EXTERIOR ELEVATIONS

Sheet Number:
A2-001

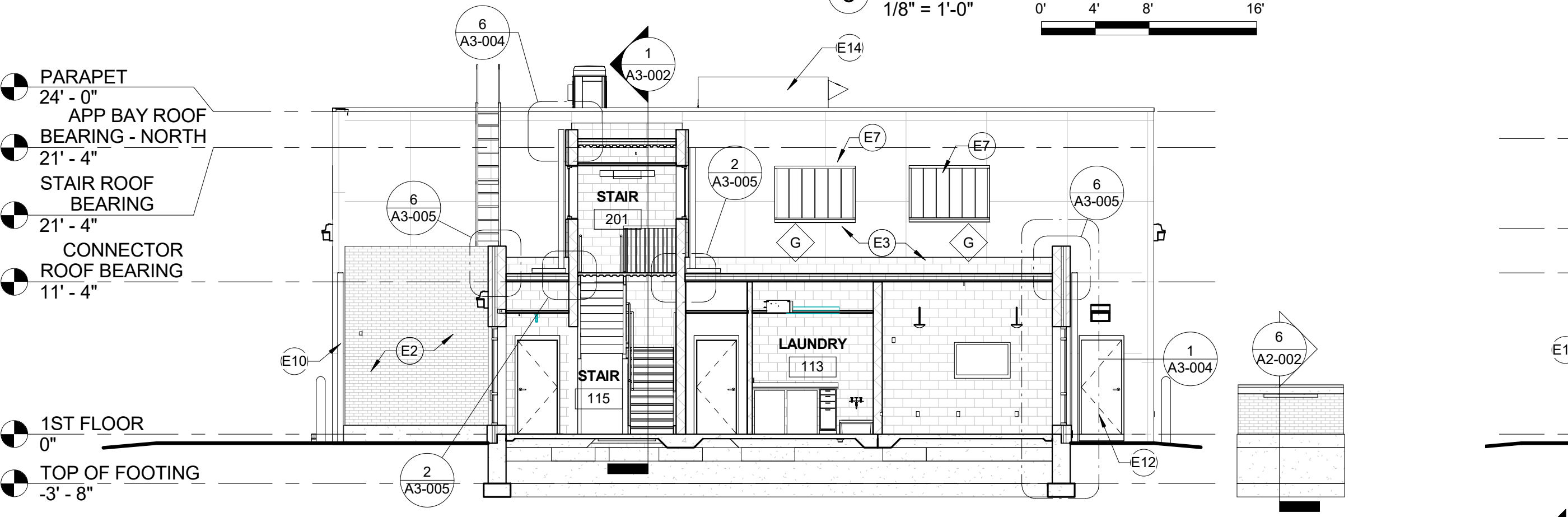
Scale: As indicated



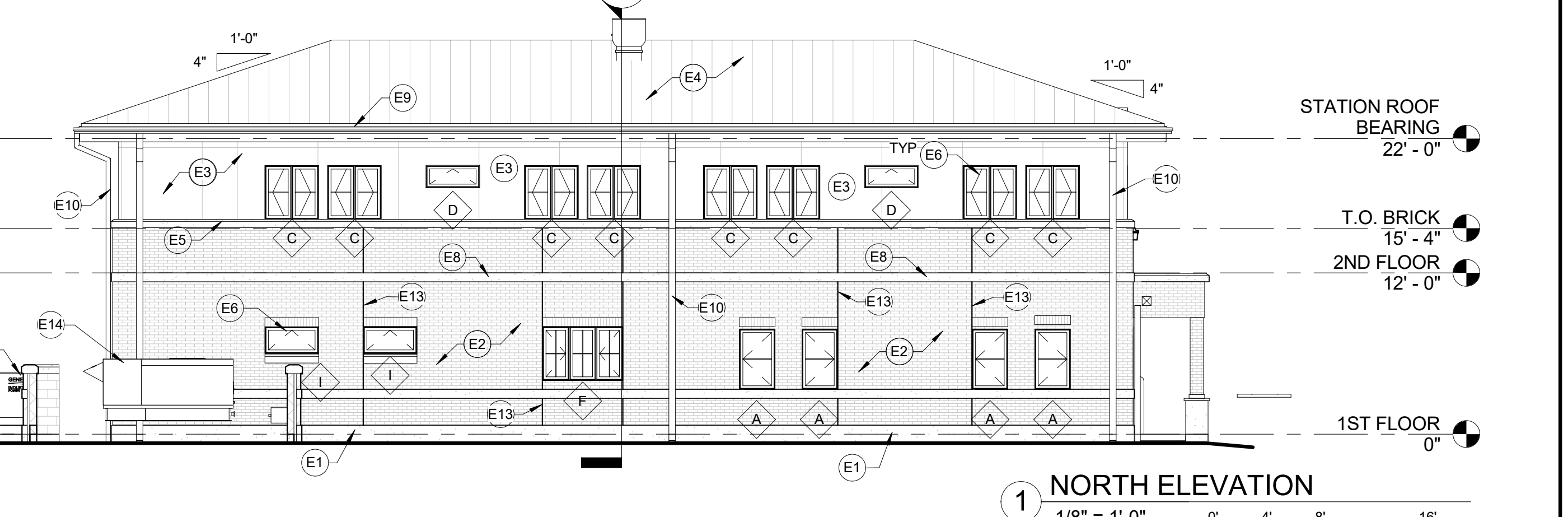
6 SOUTH ELEVATION
1/8" = 1'-0" 0' 4' 8' 16'



2 SOUTH ELEVATION
1/8" = 1'-0" 0' 4' 8' 16'



5 NORTH ELEVATION
1/8" = 1'-0" 0' 4' 8' 16'



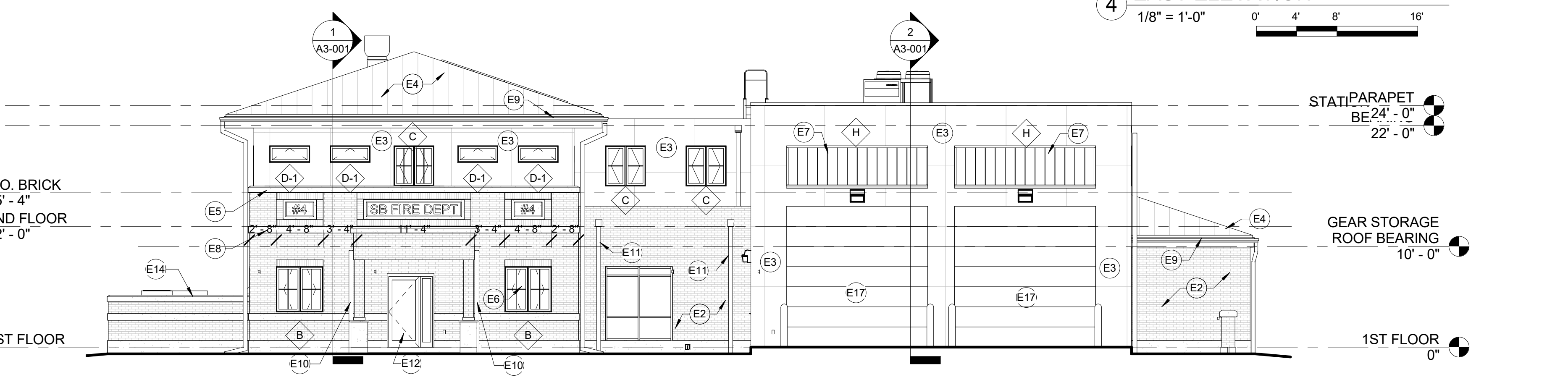
1 NORTH ELEVATION
1/8" = 1'-0" 0' 4' 8' 16'



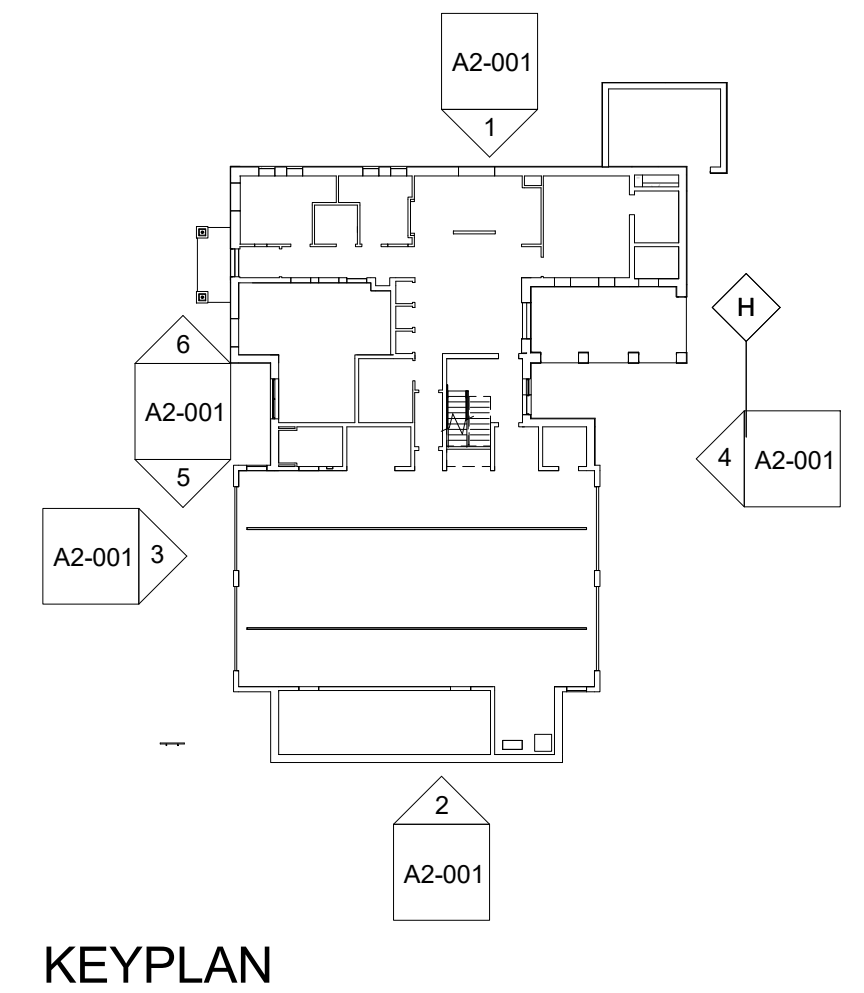
4 EAST ELEVATION
1/8" = 1'-0" 0' 4' 8' 16'

ELEVATION KEYNOTES

- E1 LIMESTONE BASE: 16"H (ALT: PRECAST)
- E2 FACE BRICK
- E3 INSULATED METAL PANEL WALL SYSTEM, 2" THICK (BASIS OF DESIGN: FORMAWALL DIMENSION SERIES BY CENTRIA)
- E4 STRUCTURAL STANDING SEAM METAL ROOF SYSTEM: '20' GAGE, 18" PANEL WIDTH, 3"H NOMINAL SEAM HEIGHT
- E5 MASONRY SILL
- E6 EXTRUDED ALUMINUM CLAD WOOD WINDOW WITH TRIPLE PANE GLAZING. SEE WINDOW SCHEDULE.
- E7 KALWALL TRANSLUCENT WINDOW SYSTEM, 2"
- E8 LIMESTONE ACCENT BAND, (ALT: PRECAST)
- E9 PREFINISHED ALUMINUM GUTTER TO MATCH ROOF
- E10 PREFINISHED ALUMINUM DOWNSPOUT
- E11 PREFINISHED ALUMINUM CONDUCTOR HEAD, SCUPPER, AND DOWNSPOUT.
- E12 EXTERIOR STEEL DOOR / FRAME. SEE DOOR SCHEDULE.
- E13 BRICK EXPANSION JOINT
- E14 HVAC EQUIPMENT
- E15 EMERGENCY GENERATOR
- E17 OVERHEAD DOOR. SEE DOOR SCHEDULE.



3 WEST ELEVATION
1/8" = 1'-0" 0' 4' 8' 16'

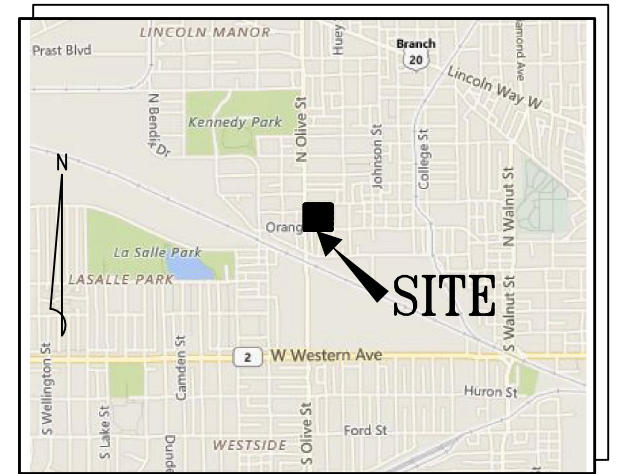


KEYPLAN

11/7/2016 9:52:09 AM \\EP01\5003\shared\documents\16C013\external\mod\sch\epoch-architect.com.rvt

FINAL SITE PLAN - SOUTH BEND FIRE STATION #4

PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.



SITE LOCATION MAP

LEGAL DESCRIPTION:

LOT 82A OF THE RECORDED PLAT OF OAK GROVE FIRST ADDITION FIRE STATION REPLAT AS RECORDED BY DOCUMENT NUMBER 0378563 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

TABULATED SITE DATA:

- ACREAGE OF TABULATED DATA AREA 2.44 AC.
- PROPOSED LAND USE: FIRE STATION
- USE BY SQUARE FOOTAGE:
 FIRE STATION:
 FIRST FLOOR.....5,856 SQ.FT.
 SECOND FLOOR.....2,376 SQ.FT.
 TOTAL.....8,232 SQ.FT.
 GARAGE:
 FIRST FLOOR.....1,808 SQ.FT.
- PARKING RATIO REQUIRED BY ORDINANCE:
 ONE (1) PARKING SPACE PER ON-DUTY EMPLOYEE.
 TOTAL SPACES REQUIRED = 8 SPACES
 TOTAL SPACES PROVIDED = 10 SPACES
- PROPOSED LAND COVERAGE:

STRUCTURE	SQUARE FOOTAGE	% OF SITE
BUILDINGS	8,031	7.56
PAVEMENT/PARKING	10,091	9.49
CONCRETE WALKING PATH	5,018	4.72
SIDEWALKS	3,559	3.35
OPEN SPACE	74,888	71.88
TOTAL	106,284	100.00
- MAIN BUILDING SHOWN IS 2 STORY.
- GARAGE SHOWN IS 1 STORY.
- BUILDING TO CONNECT TO SOUTH BEND UTILITIES.
- DRIVEWAY OPENINGS WILL CONFORM TO THE LATEST CITY OF SOUTH BEND STANDARDS.

STRUCTURE CHART	
CI-1240 RIM ELEV. 713.79 (FLOW LINE) I.E. 10" CLAY N.W. 710.10	CMH-1496 RIM ELEV. 715.69 I.E. 12" CLAY N. 704.49 I.E. 10" CLAY S. 704.49
CB-1250 RIM ELEV. 713.96 I.E. 12" RCP N. 710.86	CMH-1152 RIM ELEV. 714.94 I.E. 12" CLAY N. 701.94 I.E. 12" CLAY S. 701.94
CI-1303 RIM ELEV. 713.81 (FLOW LINE) I.E. 10" RCP S.W. 710.81	I.E. 8" PVC S.W. 709.14 I.E. 8" PVC N.W. 709.34
CI-1317 RIM ELEV. 713.76 (FLOW LINE) I.E. 10" RCP N.E. 711.26	CMH-1514 RIM ELEV. 715.46 I.E. 12" CLAY N. 702.96 I.E. 12" CLAY S. 702.96
ST-1515 RIM ELEV. 715.04 I.E. 30" RCP E. 709.74 I.E. 12" RCP W. 709.74	CMH-1190 RIM ELEV. 714.77 I.E. 12" RCP W. 709.96 I.E. 12" RCP N.E. 711.44
CI-2614 RIM ELEV. 715.17 (FLOW LINE) I.E. 36" RCP E. 709.17 I.E. 12" RCP S. 710.17	I.E. 12" RCP N.E. 711.44 I.E. 12" CLAY S. 701.07 I.E. 36" RCP E. 709.17 I.E. 12" RCP S. 710.17
CI-2625 RIM ELEV. 714.80 (FLOW LINE) I.E. 30" RCP E. 709.30 I.E. 12" RCP S. 710.30	CMH-1210 RIM ELEV. 714.78 I.E. 10" CLAY N. 708.98 I.E. 12" CLAY E. 702.18 I.E. 10" CLAY S.E. 708.58
CI-2646 RIM ELEV. 714.98 (FLOW LINE) I.E. 12" RCP S.W. 711.88	I.E. 12" CLAY S. 702.78 I.E. 12" CLAY W. 702.08

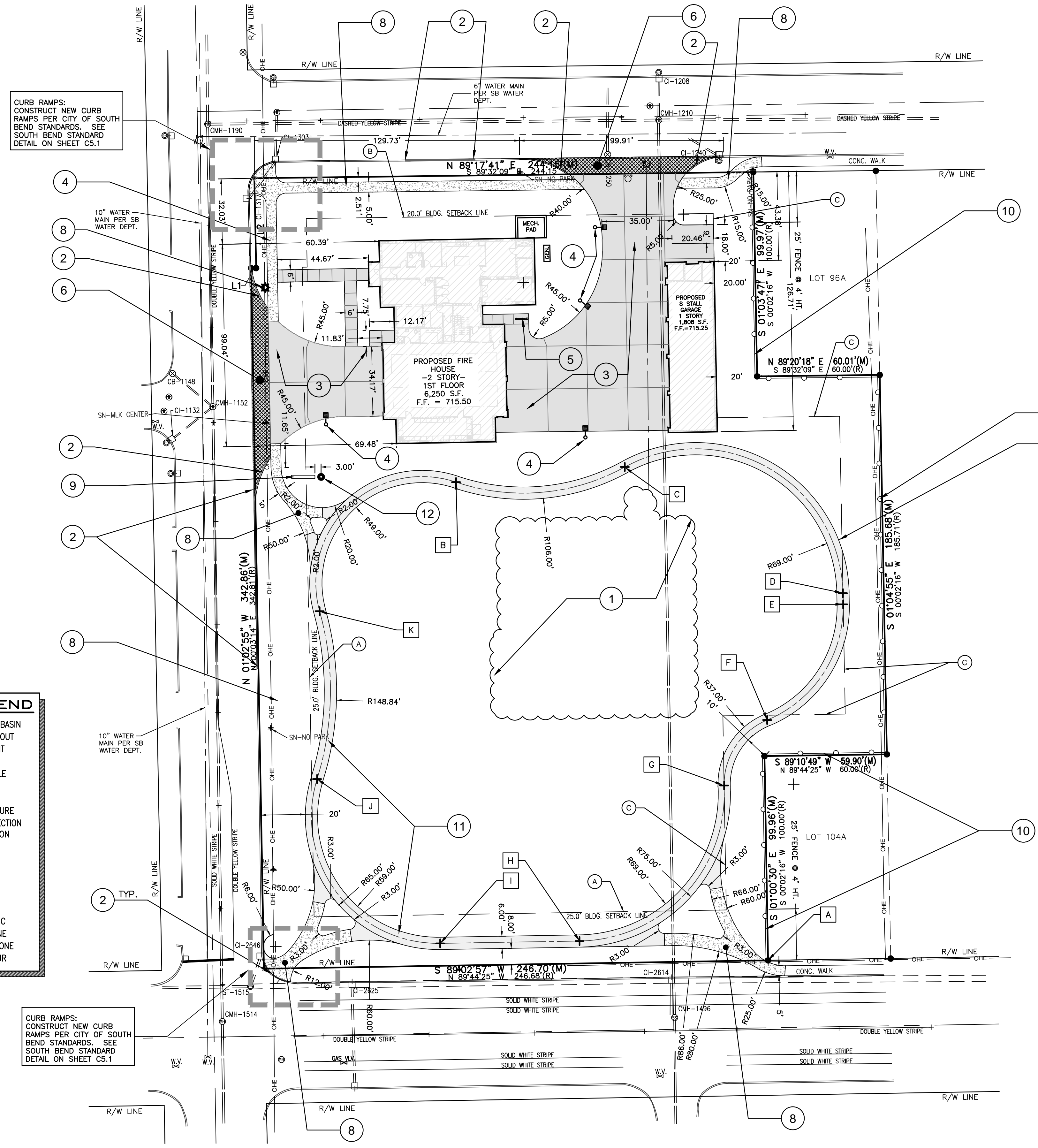
EXISTING LEGEND	
△ SET P.K. NAIL	● FOUND IRON
☆ PINE TREE	(M) MEASURED DISTANCE
○ BUSH	(R) RECORD DISTANCE
○ TREE	○ SET FLUSH, 5/8" CAPPED REBAR
○ FOUNTAIN/IRR.	○ IN. REG. F-1044
○ BOLLARD/POLE	○ M.L. REG. #22436
○ LIGHT POLE	○ GAS METER
○ UTILITY POLE	○ WATER MANHOLE
○ GUY ANCHOR	○ END SECTION
○ SIGN	○ ELEC. VAULT
○ WELL	○ ELEC. TRANSFORMER
○ VALVE	○ PHONE VAULT
○ FIRE HYDRANT	○ MAILBOX
○ CURB INLET	○ A/C UNIT
○ DRYWELL	○ EX. ELEVATION
○ SANITARY MANHOLE	○ WIRE FENCE
○ STORM MANHOLE	○ CHAIN LINK FENCE
○ CLEAN-OUT	○ WOOD FENCE
○ FIBER OPTIC MANHOLE	○ ONE - ONE ELECTRIC
	○ USE - USE ELECTRIC
	○ UT - UT PHONE
	○ GAS
	○ CITY - CITY GAS
	○ WATER
	○ FO - FO FIBER OPTIC
	○ STORM LINE
	○ SANITARY LINE

PROPOSED LEGEND	
■ PROPOSED CATCH BASIN	○ PROPOSED CLEAN OUT
○ PROPOSED HYDRANT	○ PROPOSED LIGHT
○ PROPOSED MANHOLE	○ PROPOSED VALVE
○ PROPOSED POLE	○ PROPOSED STRUCTURE
○ PROPOSED ELEVATION	○ PROPOSED END SECTION
TW TOP OF WALK	○ PROPOSED ELEVATION
TS BOTTOM OF CURB	○ TOP OF WALK
TP TOP OF PAVEMENT	○ TOP OF CURB
TC TOP OF CURB	○ BOTTOM OF CURB
BC BOTTOM OF CURB	○ PROPOSED WATER
W PROPOSED WATER	○ PROPOSED ELECTRIC
E PROPOSED ELECTRIC	○ PROPOSED GAS LINE
G PROPOSED GAS LINE	○ PROPOSED TELEPHONE
T PROPOSED TELEPHONE	○ PROPOSED CONTOUR

BUILDING SETBACKS PER "SF-2" ZONING

A	25.0' FRONT-YARD SETBACK LINE
B	20.0' SIDE-YARD SETBACK LINE
C	20.0' REAR-YARD SETBACK LINE

LINE	BEARING	DISTANCE
L1	N 89°43'04" E	2.44'
L1	R 89°32'09" E	2.50'
L2	M 01°06'39" W	44.00'
L2	R 00°03'14" E	44.00'



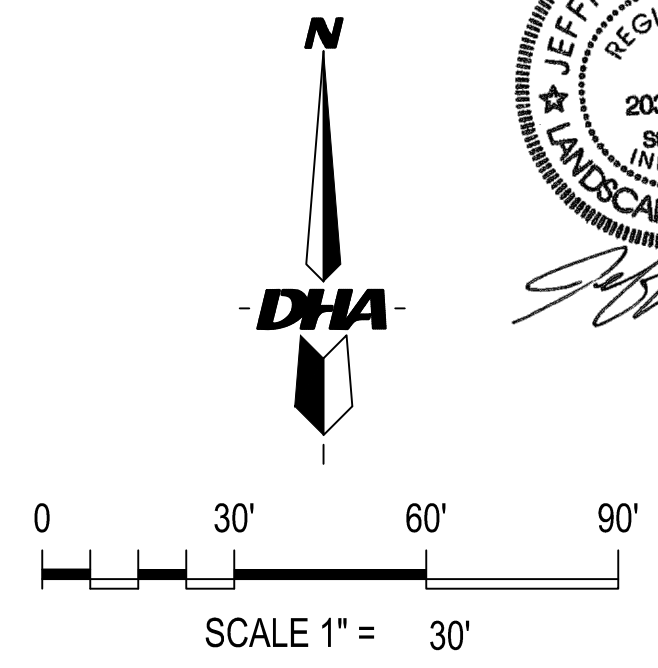
KEY NOTES/LEGEND:

- EXISTING FIRE STATION TO BE DEMOLISHED AFTER CONSTRUCTION IS COMPLETED FOR THE PROPOSED FIRE STATION.
- PROPOSED 6" CONCRETE CURB (TYPICAL). REPLACE AS NECESSARY IN CONJUNCTION WITH SIDEWALK REPLACEMENT AND NEW DRIVEWAY CONST. SEE DETAIL ON SHEET C5.2. USE CITY OF SOUTH BEND STANDARD
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT IN ALL AREAS. SEE DETAIL ON SHEET C5.2.
- SITE LIGHTING: SEE ELECTRICAL SHEET E1-000 FOR LIGHTING PLAN. PLACE LIGHT BASES 2' BEHIND BACK OF CURB. SEE LIGHT BASE DETAIL ON SHEET C5.0.
- 5 SPACE BIKE RACK, DuMor, Inc. 1-800-598-4018
MODEL: 125 SERIES BIKE RACK.
COLOR: BLACK WITH POWDER COAT FINISH
INSTALL USING SURFACE MOUNT DETAIL PER MANUFACTURER.
SEE DETAIL ON SHEET C5.1.
- CONCRETE DRIVEWAY APPROACH PER SOUTH BEND ENGINEERING STANDARDS.
- RELOCATED CITY LIGHT POLE. (BY OTHERS)
- ALTERNATES:**
- PROPOSED SIDEWALK TO REPLACE/IMPROVE CITY SIDEWALKS. USE SOUTH BEND CITY STANDARD FOR REPLACEMENT SIDE WALKS AND ACCESSIBLE CURB RAMPS. SEE DETAIL ON SHEET C5.2. (ALTERNATE)
- PROPOSED MONUMENT SIGN. SEE ARCHITECTURAL SHEETS FOR DETAILS.
- PROPOSED 4' & 6' TALL ORNAMENTAL FENCE:
FENCE MUST BE 4' TALL FOR THE FIRST 25' INTO THE PROPERTY OFF ORANGE STREET AND LINDEN AVE., THEN IT CAN EXTEND TO 6' IN HEIGHT AMERISTAR, INC. OR EQUAL
MODEL: ECHELON PLUS MAJESTIC 3/4" RAIL W/ RING OPTION
COLOR: BLACK
SEE DETAIL ON SHEET C5.1.
- PROPOSED 6" WIDE ASPHALT WALKING PATH. 849.00 FEET LONG. (849' LONG = 0.16 MILE; 6 1/4 LAPS = 1 MILE)
SEE DETAIL ON SHEET C5.2.
- PROPOSED FLAGPOLE: SEE ARCHITECTURAL PLANS AND SPECIFICATIONS FOR DETAILS.

WALKING PATH LAYOUT -- RADIUS ENDPOINT LOCATIONS			
POINT	NORTH (Y)	EAST (X)	DESCRIPTION
A	0.00	0.00	SOUTHEAST PROPERTY CORNER
B	234.00	-152.69	RADIUS ENDDPOINT
C	241.39	-70.08	RADIUS ENDDPOINT
D	179.69	36.64	RADIUS ENDDPOINT
E	174.23	36.75	RADIUS ENDDPOINT
F	117.60	-0.44	RADIUS ENDDPOINT
G	85.55	-21.51	RADIUS ENDDPOINT
H	9.47	-92.23	RADIUS ENDDPOINT
I	8.34	-160.43	RADIUS ENDDPOINT
J	88.70	-220.67	RADIUS ENDDPOINT
K	170.85	-219.42	RADIUS ENDDPOINT

NOTE:

- WIDTH BETWEEN CONCRETE SCORING LINE NOT TO EXCEED 25 TO 30 TIMES THE DEPTH OF CONCRETE.



SCALE 1" = 30'

SITE LAYOUT PLAN

DATE	DRAWN BY:	REVISIONS	
10-8-16	JTB		
SCALE	CHECKED BY:	DATE	BY
1" = 30'	MJD	9-21-16	JTB
FILE #	PROJ. MANGR:	PER CITY COMMENTS, REMOVED WALKS ALONG ORANGE AND OLIVE RD., ADDED SIDEWALK CONNECTIONS TO THE WALKING PATH, CHANGED WALKING PATH MATERIAL FROM CONCRETE TO ASPHALT.	
160166.5	JTB	12/8/16	JTB
		KEYNOTE 10 WAS CHANGED TO AMERISTAR FENCE	



Jeffrey T. Ballard

Danch, Harner & Associates, Inc.
 Land Surveyors • Professional Engineers
 Landscape Architects • Land Planners
 Office: (574) 234-4003 / (800) 594-4003 • Fax: (574) 234-4119
 1642 Commerce Drive • South Bend, IN 46628

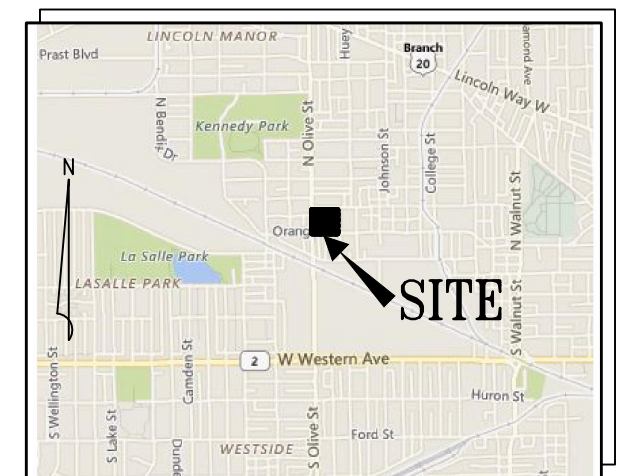
SHEET
C1.1

LEGAL DESCRIPTION:

LOT 82A OF THE RECORDED PLAT OF OAK GROVE FIRST ADDITION FIRE STATION REPLAT AS RECORDED BY DOCUMENT NUMBER 0378563 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

FINAL SITE PLAN - SOUTH BEND FIRE STATION #4

PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.



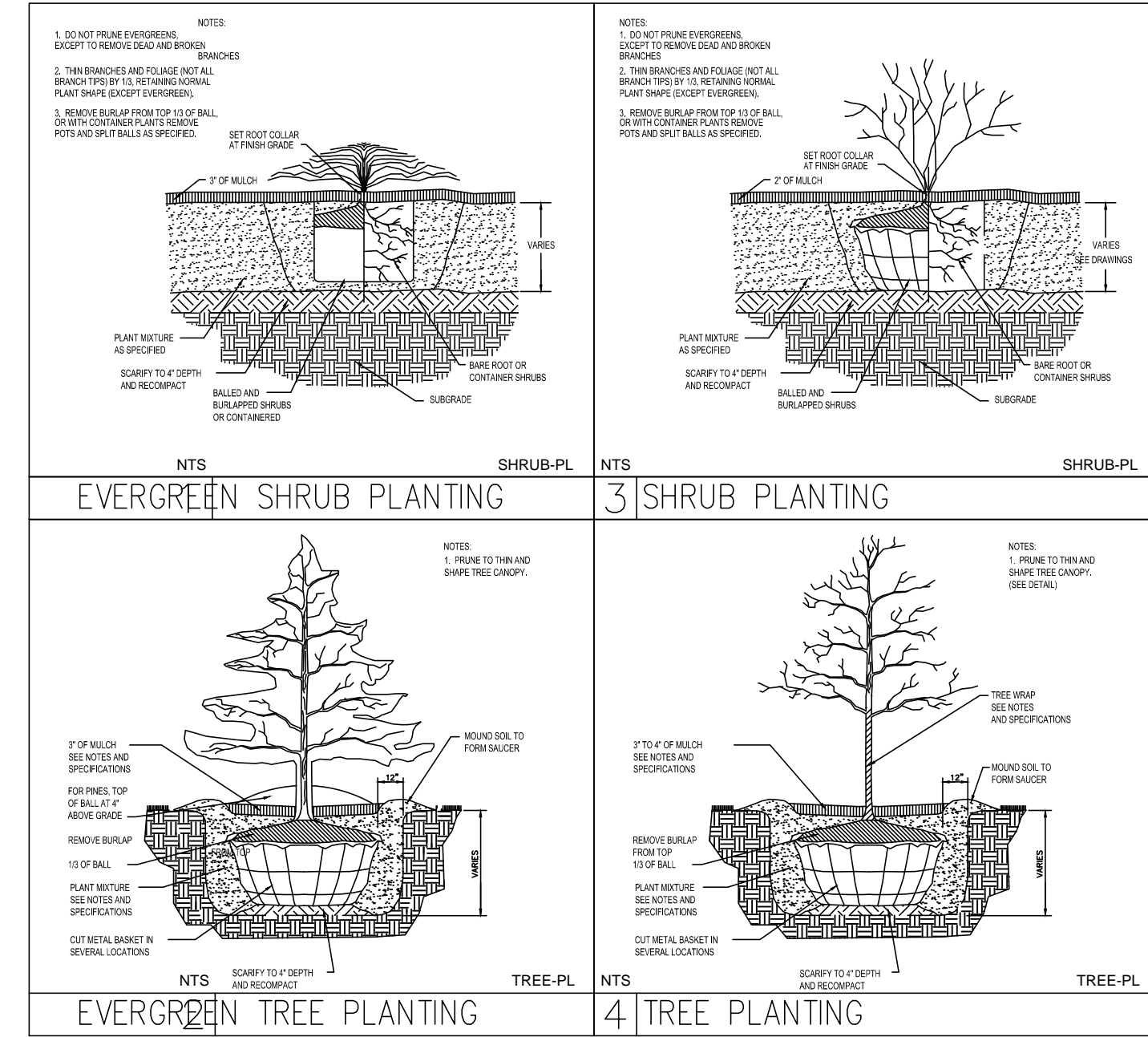
SITE LOCATION MAP N.T.S.

PLANT LIST TREES

QUANT	ABBR	COMMON NAME	BOTANICAL NAME	SIZE	CONT	REMARKS
52	EWP	EASTERN WHITE PINE	<i>Pinus strobus</i>	8' HT.	B&B	
11	TUL	TULIP POPLAR	<i>Liriodendron tulipifera</i>	2.5" CAL.	B&B	
4	ERB	EASTERN REDBUD (TREE FORM)	<i>Cercis canadensis (tree form)</i>	2" CAL.	B&B	

AREA = 16,100 S.F. +/-
 CARDNO NATIVE PLANT NURSERY
 SPECIALTY SEED MIXES: SWALE
 CONTACT: CARDNO NATIVE PLANT NURSERY
 128 SUNSET DRIVE
 WALKERTON, INDIANA 46574
 PHONE: 574-586-2412
 FAX: 574-586-2718
 NURSERYSALES@CARDNO.COM

REVISION: 11/30/16



EXISTING LEGEND

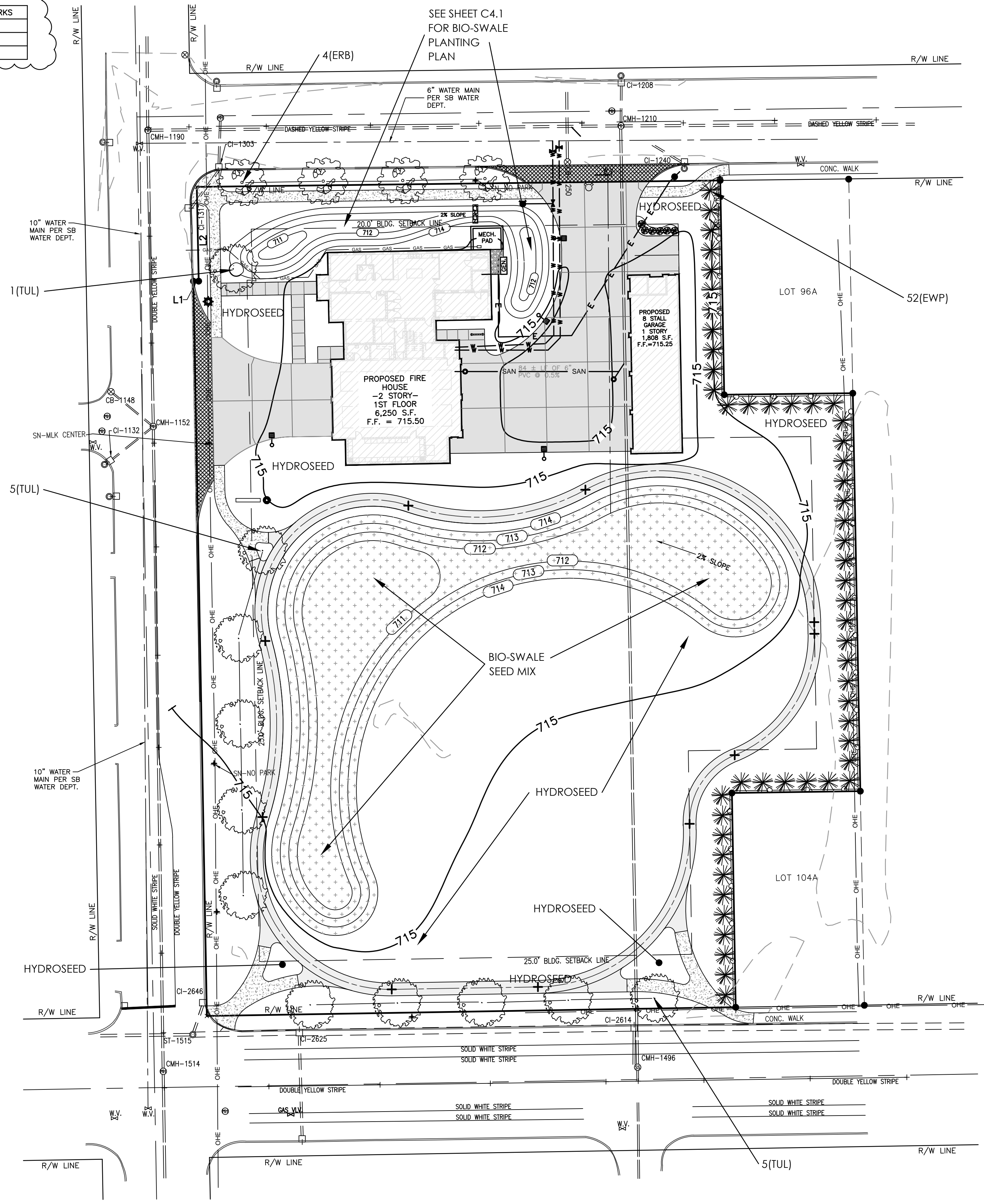
△ SET P.K. NAIL	● FOUND IRON	○ SET FLUSH, 5/8" CAPPED REBAR
☆ PINE TREE	(M) MEASURED DISTANCE	(R) RECORD DISTANCE
⊙ BUSH	⊙ GAS METER	⊙ SOL BORING
⊙ TREE	⊙ WATER MANHOLE	⊙ WATER METER
⊙ FOUNTAIN/IRR.	⊙ END SECTION	⊙ CABLE PED.
⊙ BOLLARD/POLE	⊙ ELEC. VAULT	⊙ PHONE PED.
⊙ LIGHT POLE	⊙ ELEC. TRANSFORMER	⊙ ELEC. PED.
⊙ UTILITY POLE	⊙ PHONE VAULT	⊙ MAILBOX
⊙ GUY ANCHOR	⊙ SPOT ELEVATION	⊙ A/C UNIT
⊙ SIGN	---	---
⊙ WELL	---	---
⊙ VALVE	---	---
⊙ FIRE HYDRANT	---	---
⊙ CURB INLET	---	---
⊙ DRYWELL	---	---
⊙ SANITARY MANHOLE	---	---
⊙ STORM MANHOLE	---	---
⊙ CLEAN-OUT	---	---
⊙ FIBER OPTIC MANHOLE	---	---

PROPOSED LEGEND

■ PROPOSED CATCH BASIN	○ PROPOSED CLEAN OUT
○ PROPOSED HYDRANT	○ PROPOSED LIGHT
○ PROPOSED MANHOLE	○ PROPOSED VALVE
○ PROPOSED POLE	○ PROPOSED STRUCTURE
○ PROPOSED END SECTION	○ PROPOSED ELEVATION
TW TOP OF WALK	TS BOTTOM OF CURB
TP TOP OF PAVEMENT	TC TOP OF CURB
BC BOTTOM OF CURB	W PROPOSED WATER
E PROPOSED ELECTRIC	G PROPOSED GAS LINE
T PROPOSED TELEPHONE	○ PROPOSED CONTOUR

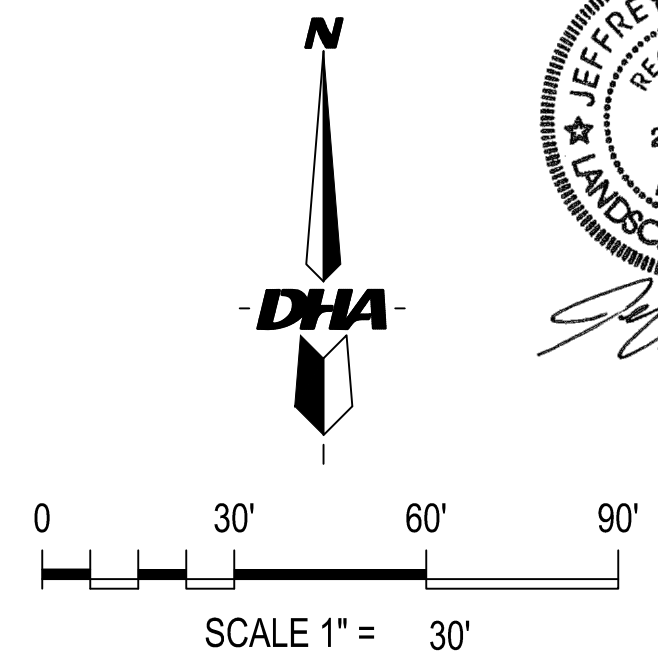
GENERAL SURVEY DISCLAIMER NOTES:
 THE INFORMATION SHOWN ON THIS DRAWING IS INTENDED FOR THE CLIENT ONLY. ANY REUSE WITHOUT WRITTEN VERIFICATION AND ADAPTATION BY THE LAND SURVEYOR FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE LAND SURVEYOR.
 ANY UTILITY OR EASEMENT LOCATIONS, IF SHOWN, ARE APPROXIMATE. THE CLIENT MUST FIELD VERIFY UTILITY LOCATIONS WITH THE RESPECTIVE UTILITY COMPANY. THIS LAND SURVEYOR ASSUMES NO LIABILITY FOR THE ACCURACY OF THE LOCATION OR SIZE OF EXISTING UTILITIES OR THE EXISTENCE OR NONEXISTENCE OF ADDITIONAL UNDERGROUND UTILITIES OR STRUCTURES.
 NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION. FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING, ZONING AND SUBDIVISION ORDINANCES.
 UNLESS SPECIFICALLY SHOWN HEREON, THIS SURVEY DOES NOT PURPORT TO INDICATE THE PRESENCE OR ABSENCE OF WETLANDS AND HAZARDOUS OR ENVIRONMENTALLY INJURIOUS MATERIALS. THE SURVEYOR EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE SAME.
 ANY INFORMATION ON THIS DRAWING IS NOT INTENDED TO BE SUITABLE FOR REUSE BY ANY PERSON, FIRM OR CORPORATION OR ANY OTHERS ON EXTENSION OF THIS PROJECT OR FOR ANY USE ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION AND ADOPTION BY THE ENGINEER, ARCHITECT OR SURVEYOR FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ENGINEER, ARCHITECT OR SURVEYOR.
 ALL UNDERGROUND UTILITIES MUST BE FIELD VERIFIED BY THE CONTRACTOR BEFORE ANY CONSTRUCTION MAY BEGIN.

LINE	BEARING	DISTANCE
L1	M N 89°43'04" E	2.44'
L1	R N 89°32'09" E	2.50'
L2	M N 01°06'39" W	44.00'
L2	R N 00°03'14" E	44.00'



GENERAL LANDSCAPE NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY ALL UTILITY COMPANIES AND VERIFY LOCATION OF ALL PRIVATE AND PUBLIC ON SITE UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL SITE CONDITIONS WHICH MAY AFFECT THE LANDSCAPE PLANT MATERIALS AND SITE AMENITY INSTALLATION. CONTRACTOR ALSO MUST NOTIFY LANDSCAPE ARCHITECT OF CONDITIONS THAT MAY BE DETRIMENTAL TO HEALTHY PLANT DEVELOPMENT, OR MAY CAUSE VOID TO PLANT WARRANTY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL LANDSCAPE MATERIALS IN ACCORDANCE WITH THE LATEST EDITION OF THE "USA STANDARD FOR NURSERY STOCK", PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERY MEN, INC.
- CONTRACTOR SHALL BE RESPONSIBLE FOR A MINIMUM OF (1) YEAR GUARANTEE FOR ALL PLANT MATERIALS FROM THE DATE OF SUBSTANTIAL COMPLETION. ANY DEAD PLANT MATERIALS SHALL BE REPLACED WITH MATERIAL EQUAL IN SIZE AND QUALITY AS LISTED IN THE MASTER PLANT LIST. ALL COST FOR REPLACING PLANT MATERIALS WITHIN THE GUARANTEE PERIOD WILL BE AT THE RESPONSIBILITY OF THE CONTRACTOR.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH OTHER WORK DISCIPLINES TO ENSURE NO CONFLICT BETWEEN WORK TYPES.
- ALL DECIDUOUS TREES AND EVERGREEN TREES SHALL BE BALLED AND BURLAP UNLESS OTHERWISE NOTED.
- ALL SHRUBS MAY BE CONTAINER GROWN OR BALLED AND BURLAP.
- THE CALIPER SIZE LISTED ON THE MASTER PLANT LIST INDICATES THE DIAMETER OF THE TRUNK TAKEN AT 6" ABOVE THE GROUND LEVEL.
- SPACE PLANT MATERIALS AS INDICATED ON MASTER PLANT LIST OR PER PROPER HORTICULTURAL METHODS.
- CONTRACTOR SHALL PROVIDE A TWO YEAR STRAIGHTENING GUARANTEE IN LIEU OF STACKING AND GUYING TREES.
- CONTRACTOR SHALL VERIFY QUANTITIES OF PROPOSED PLANT MATERIALS AND SITE AMENITIES SHOW ON THE MASTER MATERIALS LIST AND PLANS. IF A DISCREPANCY APPEARS, THE ACTUAL COUNT ON THE PLANS SHALL PREVAIL.
- KEEP BALLED AND CONTAINER PLANT MATERIAL WATERED UNTIL THEY ARE PLANTED. IF PLANTS CANNOT BE PLANTED IMMEDIATELY, THEY SHOULD BE HELED IN AND COVERED WITH MULCH UNTIL TIME OF PLANTING.
- CONDUCT SOILS TEST TO VERIFY FERTILITY OF TOPSOIL. AMEND SOIL IF PH IS LESS THAN 5.0 OR GREATER THAN 7.5. MAKE OTHER ADJUSTMENTS AS SOIL ANALYSIS INDICATES. ALL FINE GRADE SOIL PREPARATION OF PLANTING AND LAWN AREAS SHALL BE PERFORMED BY THE LANDSCAPE CONTRACTOR UNLESS OTHERWISE SPECIFIED.
- TOPSOIL DEPTH TO BE A MINIMUM OF 6" IN ALL PLANTING BEDS AND 3" IN LAWN AREAS. GENERAL CONTRACTOR IS TO SUPPLY TOPSOIL TO THESE STANDARDS AND PROVIDE FINISH GRADE. LANDSCAPE CONTRACTOR TO PROVIDE FINAL GRADE FOR SEED APPLICATION AND PLANT MATERIAL INSTALLATION. TOPSOIL TO BE CLEAN FRIABLE LOAM FROM LOCAL SOURCE AND FREE FROM STONES AND DEBRIS OVER 3/4" IN DIAMETER. TOPSOIL MUST BE FREE FROM TOXINS AND HERBICIDES.
- LANDSCAPE BEDS SHALL BE DEFINED BY COMMERCIAL GRADE 5" BLACK VINYL EDGING, PRODUCED BY AN ESTABLISHED MANUFACTURER OR APPROVED EQUAL.
- LANDSCAPE BEDS TO RECEIVE 3" - 4" INDUSTRY STANDARD SHREDDED HARDWOOD BARK MULCH.
- ALL TREES NOT INCORPORATED INTO THE LANDSCAPE BEDS ARE TO RECEIVE A 3" RADIUS MULCH RING, 3" DEEP.
- APPLY PRE-EMERGENT HERBICIDE TO ALL LANDSCAPE BEDS PRIOR TO MULCHING.
- HYDROSEED: INSTALL HYDROSEED PER COMMON INDUSTRY STANDARDS WHERE INDICATED ON PLANS.
 SEED MIXTURE:
 37.50% PERENNIAL RYE
 31.00% KENTUCKY BLUE
 31.50% CREEPING RED FESCUE
- SOD: INSTALL SOD WHERE INDICATED ON PLANS. SOD SHALL BE A KENTUCKY BLUEGRASS CULTIVAR 'COLUMBIA' OR APPROVED EQUAL, GROWN FROM A LOCAL SOURCE.



OVERALL SITE LANDSCAPE PLAN

DATE	DRAWN BY:	REVISIONS
10-8-16	JTB	
SCALE	CHECKED BY:	DATE
1" = 30'	MJD	11/23/16
FILE #	PROJ. MANGR:	BY
160166.5	JTB	JTB

Danch, Harner & Associates, Inc.
 Land Surveyors • Professional Engineers
 Landscape Architects • Land Planners

JEFFREY T. BALLARD
 REGISTERED
 No. 20300145
 State of INDIANA
 LANDSCAPE ARCHITECT

1643 Commerce Drive • South Bend, IN 46628

DHA

SHEET
C4.0

10/16/16, P.02, 10-24-16.dwg
 12/2/2016 8:59 AM



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: December 15, 2016
FROM: Brian Pawlowski, Interim Executive Director
SUBJECT: Real Estate Purchase Agreement (Hibberd Development LLC)

This Real Estate Purchase Agreement (Agreement) is for 331 – 335 S. Main St., located at the NW corner of Main & Western, which is currently leased to and used by Gates Automotive as a sales lot. Upon the sale of this site, the lease will be assigned to Hibberd Development LLC, which owns the adjacent vacant building to the north.

Hibberd Development plans to invest a minimum of \$3m to redevelopment this building as a mixed use retail, office, and residential building. The Commission property will provide parking, landscaping, and public space designed for a possible future mixed use building development.

This Agreement includes a purchase price of \$1, due diligence period of 120 days, and closing within 30 days thereafter. Phase I site improvements are to be completed within 24 months, with Phase II improvements upon termination of the Gates lease.

Staff requests approval of this Agreement.

INTERNAL USE ONLY: Project Code: _____
Total Amount new/change (inc/dec) in budget: _____; broken down by:
Acct #: none
Going to BPW for Contracting? No Is this item ready to encumber now? No
Existing PO# _____ Inc/Dec \$ _____



REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this “Agreement”) is made on December 15, 2016 (the “Contract Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Seller”) and Hibberd Development, LLC, an Indiana limited liability company with its registered office at 1329 E. Washington St., South Bend, Indiana 46617 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

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

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

C. Pursuant to the Act, Seller adopted its Resolution No. 3346 on September 15, 2016, whereby Seller established an offering price of One Hundred Fifty Thousand Dollars (\$150,000.00) (the “Appraised Value”) for the Property.

D. Pursuant to the Act, on September 15, 2016, Seller authorized the publication, on September 23, 2016, and September 30, 2016, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before October 13, 2016.

E. As of October 13, 2016, Seller received no bids for the Property, and, therefore, having satisfied the conditions stated in Section 22 of the Act, Seller now desires to sell the Property to Buyer on the terms stated in this Agreement.

F. Buyer owns certain real property and improvements adjacent to and immediately north of the Property, commonly known as 321 and 325 S. Main Street in the City (Tax Parcel Numbers 018-3008-0263 and 018-3008-0264, respectively) (the “Adjacent Parcels,” and together with the Property, the “Combined Parcels”) and desires to purchase the Property on the terms stated in this Agreement for use in Buyer’s redevelopment of the Combined Parcels into a mixed-use retail, office, and residential development (the “Project”).

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

1. OFFER AND ACCEPTANCE

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

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

This offer shall expire thirty (30) days after delivery unless accepted by Seller. To accept Buyer's offer, Seller shall return a copy of this Agreement, counter-signed by Seller in accordance with applicable laws, to the following ("Buyer's Representative"):

Mark W. Neal, Manager
Hibberd Development, LLC
1329 E. Washington St.
South Bend, Indiana 46617

2. PURCHASE PRICE

The purchase price for the Property shall be One Dollar (\$1.00) (the "Purchase Price"), payable by Buyer to Seller in cash at the closing described in Section 10 below (the "Closing," the date of which is the "Closing Date").

3. BUYER'S DUE DILIGENCE

A. Investigation. Buyer and Seller have made and entered into this Agreement based on their mutual understanding that Buyer intends to redevelop the Property as an integral part of the Project. Seller acknowledges that Buyer's determination whether the Project is feasible requires investigation into various matters (Buyer's "Due Diligence"). Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Due Diligence Period. Buyer shall have a period of one hundred twenty (120) days following the Contract Date to complete its examination of the Property in accordance with this Section 3 (the "Due Diligence Period").

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer, upon Buyer providing Seller with evidence that Buyer has general liability insurance reasonably acceptable to Seller, in the amount of at least One Million Dollars (\$1,000,000), naming Seller as an additional insured and covering the activities, acts, and omissions of Buyer and its representatives at the Property, to

(i) enter upon the Property or to cause agents to enter upon the Property for purposes of examination; provided, that Buyer may not take any action upon the Property which

reduces the value thereof and Buyer may not conduct any invasive testing at the Property without Seller's express prior written consent; further provided, that if the transaction contemplated herein is not consummated, Buyer shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify and hold Seller harmless, before and after the Closing Date whether or not a closing occurs and regardless of any cancellations or termination of this Agreement, from any liability to any third party, loss or expense incurred by Seller, including without limitation, reasonable attorney fees and costs arising from acts or omissions of Buyer or Buyer's agents or representatives; and

(ii) file any application with any federal, state, county, municipal or regional agency relating to the Property for the purpose of obtaining any approval necessary for Buyer's anticipated use of the Property. If Seller's written consent to or signature upon any such application is required by any such agency for consideration or acceptance of any such application, Buyer may request from Seller such consent or signature, which Seller shall not unreasonably withhold. Notwithstanding the foregoing, any zoning commitments or other commitments that would further restrict the future use or development of the Property, beyond the restrictions in place as a result of the current zoning of the Property, shall be subject to Seller's prior review and written approval.

D. Termination of Agreement. If at any time within the Due Diligence Period Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Seller's Representative.

4. SELLER'S DOCUMENTS; ENVIRONMENTAL SITE ASSESSMENT

Upon Buyer's request, Seller will provide Buyer a copy of all known environmental inspection, engineering, title, and survey reports and documents in Seller's possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Seller's Representative with or without a written request by Seller. In addition to reviewing any environmental reports provided by Seller, Buyer may, at Buyer's sole expense, obtain a Phase I environmental site assessment of the Property pursuant to and limited by the authorizations stated in Section 3 above.

5. PRESERVATION OF TITLE

After the Contract Date, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer intends to obtain, at Buyer's sole expense, and to rely upon a commitment for title insurance on the Property (the "Title Commitment") and a survey of the Property (the "Survey") identifying all Encumbrances as of the Contract Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 7 below).

6. TITLE COMMITMENT AND POLICY REQUIREMENTS

Buyer shall obtain the Title Commitment for an owner's policy of title insurance issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company") within twenty (20) days of the Contract Date. The Title Commitment shall (i) agree to insure good, marketable, and indefeasible fee simple title to the Property (including public road access) in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed (the "Deed") from the Seller to the Buyer, and (ii) provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject to the Permitted Encumbrances. Regardless of whether this transaction closes, Buyer shall be responsible for all of the Title Company's title search charges and all costs of the Title Commitment and owner's policy.

7. REVIEW OF TITLE COMMITMENT AND SURVEY

Buyer shall give Seller written notice, within forty-five (45) days after the Contract Date, of any objections to the Title Commitment or Survey. Any exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a "Permitted Encumbrance." If the Seller is unable or unwilling to correct the Buyer's title and survey objections within the Due Diligence Period, Buyer may terminate this Agreement by written notice to Seller prior to expiration of the Due Diligence Period. If Buyer fails to so terminate this Agreement, then such objections shall constitute "Permitted Encumbrances" as of the expiration of the Due Diligence Period, and Buyer shall acquire the Property without any effect being given to such title and survey objections.

8. DISPUTE RESOLUTION

A. Forum. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution.

B. Waiver of Jury Trial. Both Parties hereby waive any right to trial by jury with respect to any action or proceeding relating to this Agreement.

9. NOTICES

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to Seller in care of Seller's Representative (with a copy to South Bend Legal Department, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601, Attn: Corporation Counsel), or to Buyer in care of Buyer's Representative at their respective addresses stated in Section 1 above. Either Party may, by written notice, modify its address or representative for future notices.

10. CLOSING

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

B. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of the Deed, in the form attached hereto as **Exhibit B**, conveying the Property to Buyer, free and clear of all liens, encumbrances, title defects, and exceptions other than Permitted Encumbrances, and the Title Company's delivery of the marked-up copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 6 above.

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

(iii) At Closing, Seller will deliver to Buyer the Estoppel Certificate in accordance with Section 12 below.

C. Closing Condition. Notwithstanding any other provision of this Agreement, the Parties may not proceed to close the transaction contemplated in this Agreement until after the Conflict Disclosure Form, having been prepared by the manager of Buyer in accordance with Section 21 of this Agreement and subsequently approved by the Mayor of the City, is filed in compliance with the requirements of Ind. Code 35-44.1-1-4(d).

D. Closing Costs. Buyer shall pay all of the Title Company's closing and/or document preparation fees and all recordation costs associated with the transaction contemplated in this Agreement.

11. BUYER'S POST-CLOSING DEVELOPMENT OBLIGATIONS

A. Improvements to Combined Parcels; Proof of Investment. Within twenty-four (24) months after the Closing Date, Buyer will expend an amount not less than Three Million Dollars (\$3,000,000.00) to complete Phase I of Buyer's Project, which will include a mixed-use development to include office, retail, and twelve to sixteen (12-16) residential units with parking (Buyer's "Site Improvements"). Promptly upon completing the Site Improvements, Buyer will submit to Seller satisfactory records, as determined in Seller's sole discretion, proving the above required expenditures and will permit Seller (or its designee) to inspect the Property to ensure that Buyer's Site Improvements were completed satisfactorily. Buyer further agrees to make additional investment in the Combined Parcels to carry out Phase II of the Project upon the termination of the Gates Lease (as defined below).

B. Certificate of Completion. Promptly after Buyer completes the Site Improvements and satisfactorily proves the same in accordance with the terms of Section 11.A. above, Seller will issue to Buyer a certificate acknowledging such completion and releasing Seller's reversionary interest in the Property (the "Certificate of Completion"). The Parties agree

to record the Certificate of Completion immediately upon issuance, and Buyer will pay the costs of recordation.

C. Remedies Upon Default. In the event Buyer fails to complete the Site Improvements, or satisfactorily to prove such performance, in accordance with Section 11.A above, then, in addition to pursue any other remedies available at law or in equity, Seller shall have the right to:

- (i) re-enter and take possession of the Property and to terminate and revert in Seller the estate conveyed to Buyer at Closing and all of Buyer's rights and interests in the Property without offset or compensation for the value of any improvements made by Buyer; or, alternatively,
- (ii) recover from Buyer a cash payment in the amount of the Appraised Value of the Property, due to Seller immediately upon demand by Buyer.

The Parties agree that Seller's conveyance of the Property to Buyer at Closing will be made on the condition subsequent set forth in the foregoing sentence. Further, the Parties agree that Seller's reversionary interest in the Property will be subordinate to the first-priority mortgage encumbering the Property, if any, arising out of Buyer's contemporaneous financing of the redevelopment of the Property, provided that Buyer notifies Seller in advance of the execution or recording of such first-priority mortgage.

12. ACCEPTANCE OF PROPERTY AS-IS AND SUBJECT TO GATES LEASE

Buyer agrees to purchase the Property "as-is, where-is" and without any representations or warranties by Seller as to the condition of the Property or its fitness for any particular use or purpose. Seller offers no such representation or warranty as to the Property's condition or fitness, and nothing in this Agreement will be construed to constitute such a representation or warranty as to the Property's condition or fitness. In addition, Buyer agrees to purchase the Property subject to that certain Commercial Lease dated August 1, 2008, by and between the South Bend Redevelopment Commission, lessor, as assignee of the South Bend Board of Public Works, assignee of G.M.S. Realty Inc., and Gates Automotive Corp., lessee (the "Gates Lease"). Buyer agrees to become bound by the terms of the Gates Lease and to assume the rights and obligations of the lessor in accordance with the same. At Closing, Seller will deliver to Buyer an estoppel certificate in a form reasonably acceptable to Buyer (the "Estoppel Certificate") executed by an authorized representative of Gates Automotive Corp. confirming that there are no uncured defaults in Seller's performance or obligations as lessor under the Gates Lease.

13. TAXES

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

14. REMEDIES

Upon any default in or breach of this Agreement by either Party, the defaulting Party will proceed immediately to cure or remedy such default within thirty (30) days after receipt of written notice of such default or breach from the non-defaulting Party, or, if the nature of the default or breach is such that it cannot be cured within thirty (30) days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure within a reasonable time. In the event of a default or breach that remains uncured for longer than the period stated in the foregoing sentence, the non-defaulting Party may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. All the Parties' respective rights and remedies concerning this Agreement and the Property are cumulative.

15. COMMISSIONS

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

16. INTERPRETATION; APPLICABLE LAW

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

17. ENTIRE AGREEMENT

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

18. ASSIGNMENT

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

19. BINDING EFFECT; COUNTERPARTS; SIGNATURES

All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed and delivered by Buyer and Seller. This Agreement may be separately executed in counterparts by Buyer and Seller, and the

same, when taken together, will be regarded as one original document. Electronically transmitted signatures will be regarded as original signatures.

20. AUTHORITY TO EXECUTE; EXISTENCE

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

21. CONFLICTS OF INTEREST; DISCLOSURE

The undersigned manager of Buyer, as a former employee of the City and a current appointee to the City of South Bend Board of Park Commissioners, hereby affirms that he is subject to certain terms and limitations of the City of South Bend Ethics Code of January 1, 2012, as amended on April 19, 2013, and February 24, 2014 (the "Ethics Code"), including Section 8 of the Ethics Code, which prohibits a current or former appointee, employee, or official from disclosing or materially benefitting from confidential information he or she learned by reason of his or her employment by the City that is not generally known to or readily ascertainable by others or otherwise subject to public access or disclosure by law. The undersigned manager of Buyer hereby represents and warrants that he has neither learned nor benefitted from any confidential information concerning the Property or otherwise affecting the transaction contemplated in this Agreement during the course of or arising out of his employment by the City or his appointment to any of its boards or commissions. Further, at the time of delivering a signed copy of this Agreement to Seller's Representative in accordance with Section 1 above, Buyer will deliver to Seller's Representative a copy of the Uniform Conflict of Interest Disclosure Statement, attached hereto as **Exhibit C** (the "Conflict Disclosure Form"), completed and signed by the undersigned manager of Buyer.

[Signature page follows.]

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

BUYER:

Hibberd Development, LLC,
an Indiana limited liability company



Mark W. Neal, Manager

Dated: 12/12/16

SELLER:

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

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000065 46262897.003

EXHIBIT A

Description of Property

Lot Numbered Two Hundred Seventy-six (276), together with 32 feet off of and from the entire length of the South side of Lot Numbered Two Hundred Seventy-five (275), as shown on the Original Plat of the Town, now City of South Bend.

Parcel Key Nos. 18-3008-0265, 18-3008-0266, and 18-3008-0267

Commonly known as 331-335 S. Main Street, South Bend, Indiana

EXHIBIT B

Form of Special Warranty Deed

SPECIAL WARRANTY DEED

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

CONVEYS AND SPECIALLY WARRANTS to Hibberd Development, LLC, an Indiana limited liability company with its registered office at 1329 E. Washington St., South Bend, Indiana 46617 (the “Grantee”),

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the “Property”):

Lot Numbered Two Hundred Seventy-six (276), together with 32 feet off of and from the entire length of the South side of Lot Numbered Two Hundred Seventy-five (275), as shown on the Original Plat of the Town, now City of South Bend.

Parcel Key Nos. 18-3008-0265, 18-3008-0266, and 18-3008-0267

Commonly known as 331-335 S. Main Street, South Bend, Indiana

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

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses, except as agreed; subject to real property taxes and assessments; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Commission’s development area plan affecting the area in which the Property is situated and any design review guidelines associated therewith.

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

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that s/he is a duly authorized representative of the Grantor and has been fully empowered, by proper action of the governing body of the Grantor, to execute and deliver this deed, that the Grantor has full corporate capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

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 Special Warranty Deed.

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.

EXHIBIT C

**Uniform Conflict Of Interest Disclosure Statement
(Indiana State Form 54266)**



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R / 6-12) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Mark W. Neal
1329 E. Washington St., South Bend, IN 46617
2. **Title or Position With Governmental Entity:** Board President
3. a. **Governmental Entity:** South Bend Board of Park Commissioners
b. **County:** St. Joseph County
4. **This statement is submitted (check one):**
a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Hibberd Development LLC ("Hibberd")
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*
Hibberd is to enter into a Purchase Agreement to buy parcels of land and building owned by the City of South Bend's
Redevelopment Commission for \$1.00. The property parcels are located contiguous to land and building parcels owned by
Hibberd and planned for redevelopment. The purchase is to occur on/about December 15, 2016.
The purchase by Hibberd will be contingent upon Hibberd making its stated investment of at least \$3.0 million in the
combined properties redevelopment.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

The parcels owned by the City of South Bend's Redevelopment Commission have been appraised at \$150,000.00, although the Redevelopment Commission offered the parcels for sale in October of 2016 and received no bids. Hibberd would purchase the parcels under the Purchase Agreement for \$1.00 with a commitment to invest at \$3.0 million in the redevelopment of the combined parcels. Public Servant Mark W. Neal is currently the sole owner of Hibberd.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the _____ Mayor _____ of _____ (Title of Officer or Name of Governing Body)

_____ City of South Bend _____ and having the power to appoint _____ (Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official _____ Office _____

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

_____ 12/08/16 _____ 12/15/16
Date Submitted (month, day, year) Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: _____ 12/08/16 _____
(month, day, year)

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



Department of
Community Investment

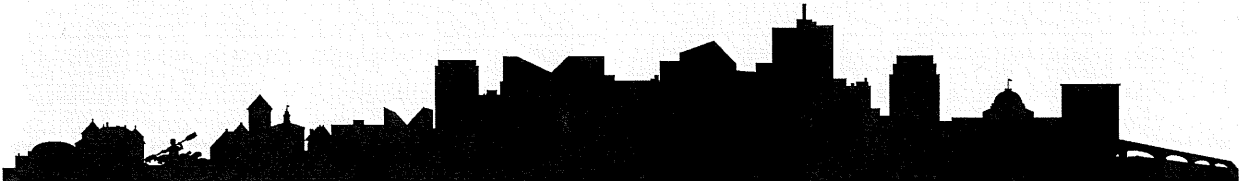
Redevelopment Commission Agenda Item

DATE: December 15, 2016
FROM: David Relos, Economic Resources *DR*
SUBJECT: AEP Utility Easement – Ignition Park South

As part of preparing Ignition Park South as a developable site, streets and alleys have been vacated and utilities throughout the site need cleared to its perimeter. Currently AEP has a redundant feed to Ignition Park that is on the west side of Scott and needs to be relocated to the east side. Once the AEP work is completed AT&T can then come in and remove their lines on these shared poles, which should complete the utility removal in this ~ 12 acre site.

Staff requests approval of this AEP utility easement, allowing them to move their Ignition Park feed from the west side of Scott to the east side of Scott.

INTERNAL USE ONLY: Project Code: _____
Total Amount new in budget: ___-0-_____; broken down by:
Acct # ___ none _____
Going to BPW for Contracting? No Is this item ready to encumber now? Yes
Existing PO# _____ Inc/Dec \$ _____



EASEMENT & RIGHT OF WAY

**Parcel ID No. 018-8026-1035 (71-08-14-255-008.000-026)
018-8026-1054 (71-08-14-278-001.000-026), 018-8026-1055 (71-08-14-278-002.000-026)
018-8026-1058 (71-08-14-278-003.000-026) & 018-8026-1059 (71-08-14-278-004.000-026)**

**Easement No. IN161094
Map No. 575**

THIS INDENTURE, made by and between **THE DEPARTMENT OF REDEVELOPMENT OF THE CITY OF SOUTH BEND**, for the use and benefit of the **DEPARTMENT OF REDEVELOPMENT**, by and through its governing body, the **South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601**, (hereinafter referred to as "GRANTOR"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana Corporation, whose post office address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana 46801 ("GRANTEE").

WITNESSETH, that for One (\$1.00) Dollar and other good and valuable consideration in hand paid, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor does hereby grant and convey to Grantee an **THIRTY (30') FOOT WIDE EASEMENT AND RIGHT-OF-WAY** (*see Exhibit "A" attached hereto for the specific dimensions and location identification*) for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy and for communication purposes, including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the said easement, which easement is located on the following described **REAL ESTATE**, to-wit:

A parcel of land located in the Northeast Quarter of Section 14, Township 37 North, Range 2 East, Portage Township, St. Joseph County, Indiana, and more particularly described as follows:

Lot 1 of RAFF'S THIRD ADDITION as recorded in Plat Book 9, Page 29, in the Office of the Recorder of St. Joseph County, Indiana. **AND** Lots 28 and 29 of STULL'S FOURTH ADDITION as recorded in Plat Book 8, Page 180, in the Office of the Recorder of St. Joseph County, Indiana.

Being the same (or a part of the same) property conveyed to **THE DEPARTMENT OF REDEVELOPMENT OF THE CITY OF SOUTH BEND**, for the use and benefit of the **DEPARTMENT OF REDEVELOPMENT**, by and through its governing body, the **South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana**, by Quit Claim Deed recorded as Document Record **1512713** on May 27, 2015, in the Office of the Recorder of St. Joseph County, Indiana.

TOGETHER with the right of ingress and egress to, from, and over said premises, and also the right to cut, trim, and/or remove any trees or bushes which may endanger the safety or interfere with the construction, maintenance, or use of said facilities.

GRANTEE shall promptly repair or replace all physical damage on the premises proximately caused by the construction, operation, and maintenance of Grantee's facilities.

GRANTOR warrants that no structure or building shall be erected upon said easement.

AFTER the completion of said system, the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without the written prior consent of Grantee.

IT IS AGREED that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors, and assigns.

THE UNDERSIGNED PERSON executing this document on behalf of Grantor represents and certifies that he is duly authorized and has been fully empowered by the Grantor to execute and deliver this document; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal.

DEPARTMENT OF REDEVELOPMENT OF THE CITY OF SOUTH BEND, by and through its governing body:

THE SOUTH BEND REDEVELOPMENT COMMISSION

DATED: _____

By: _____
_____, its _____
(Please print your name and title on this line exactly as it appears above.)

ATTEST:

DATED: _____

By: _____
_____, its _____
(Please print your name and title on this line exactly as it appears above.)

ATTEST:

DATED: _____

By: _____
_____, its _____
(Please print your name and title on this line exactly as it appears above.)

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, on _____, 20____, personally appeared _____ the _____, and _____ the _____, and _____ the _____, of THE CITY OF SOUTH BEND, INDIANA, acting by and through its Board of Public Works, and acknowledged execution of the foregoing document for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal.

(SEAL)

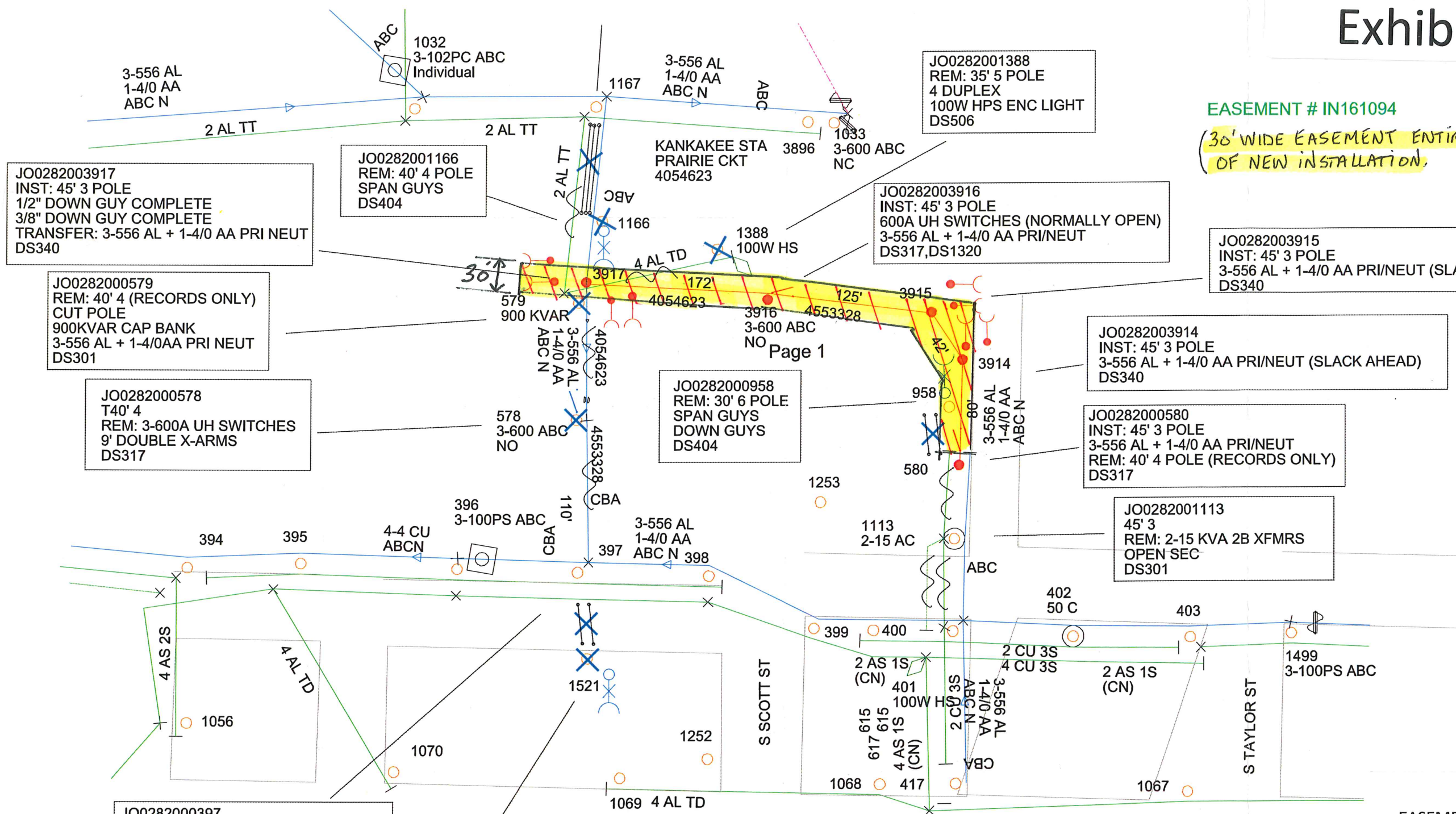
Notary Public, _____
_____ County, _____
My Commission Expires: _____

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. Sylvia M. Durham

Prepared by: Sylvia M. Durham, Right of Way Agent, AEP – Indiana Michigan Power Company, 2929 W. Lathrop, South Bend, IN 46628 574.283.1870

Exhibit "A"

EASEMENT # IN161094
 (30' WIDE EASEMENT ENTIRE LENGTH)
 (OF NEW INSTALLATION)



Page 1

JO0282000397
 REM: 8' DOUBLE X-ARM
 110' OF 3-556 AL + 1-4/0AA PRI/NEUT
 DS301, DS335

JO0282001521
 REM: 30' 6 POLE
 DOWN GUY COMPLETE
 SPAN GUYS
 DS404

EASEMENT IN161094
 W/R 56508153
 DIM0158851
 JO0282 - 580, 3914-3917

EXHIBIT "A"
 EASEMENT IN161094, MAP 575
 RAFFS THIRD ADD, 1ST REPLAT
 GRANTOR CITY OF SOUTH BEND



Customer / Job Name CITY OF SB				Designed AM	Date 10/25/16
Address / Job Location REAR OF 615 W INDIANA AVE				County PORTAGE	
W.R. # 56508153	W.O. # 158851	Voltage 12KV	Phase	Township ST JOSEPH	
Station /Circuit Name STUDEBAKER - ROADSTER		Station /Circuit #		Quadrant	Map: J282
Joint Use # 2016-015-0664	Joint Use # 2016-015-0665	Joint Use #	R/W # IN161094	Scale	Page 1/1



Department of
Community Investment

Memorandum

Monday, December 12, 2016

TO: Redevelopment Commission
FROM: Liz Maradik, Planner
SUBJECT: Professional Services Agreement with Abonmarche – Riverfront Parks & Trails Plan
Surveying

Staff requests Redevelopment Commission approval of a professional services agreement with Abonmarche Consultants, Inc. in an amount not to exceed \$19,700 to complete a topographic surveys of Seitz Park and Howard Park as well as a boundary survey of Howard Park. The survey work will allow for the development of more detailed plans for Seitz Park and Howard Park as part of the Riverfront Parks & Trails Plan effort currently underway.

INTERNAL USE ONLY: Project Code: _____
Total Amount new/change (inc/dec) in budget: _____; broken down by:
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Going to BPW for Contracting? Y/N Is this item ready to encumber now? _____
Existing PO# _____ Inc/Dec \$ _____



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For Professional Services (this “Agreement”) is entered into on December 15, 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 Abonmarche Consultants, Inc., a Michigan corporation with its registered office address at 95 W. Main Street, Benton Harbor, Michigan 49022 (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 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 Nineteen Thousand Seven Hundred Dollars (\$19,700) (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.

3. Expenses. The Provider will bear all of its own costs and expenses in carrying out the Services, and the Commission will not reimburse the Provider for any such costs or expenses.

4. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date stated above and end on February 28, 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 10 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. 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. Conflict of Terms. In the event any conflict or inconsistency arises between the terms and provisions of the numbered Sections of this Agreement and the Provider's proposal attached hereto as Exhibit A, the terms and provisions of the numbered Sections of this Agreement will govern.

10. 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:

Abonmarche Consultants, Inc.
750 Lincoln Way East
South Bend, IN 46601
Attn: Michael Rozycki

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")

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

Abonmarche Consultants, Inc.,
a Michigan corporation

By: _____
_____, _____

4000.000006155764631.002

EXHIBIT A

Scope of Work

[See attached.]

December 7, 2016

Ms. Liz Maradik
Department of Community Investment
City of South Bend
227 W. Jefferson Blvd.
South Bend, IN 46601

Re: PROPOSAL FOR PROFESSIONAL SURVEY SERVICES
Topographic Survey of Howard Park and Seitz Park
Boundary Survey of Howard Park

Dear Ms. Maradik:

Pursuant to your survey request, ABONMARCHE CONSULTANTS is pleased to submit our proposal to provide professional survey services for the above referenced project.

This proposal includes our Work Plan in Appendix A, which consists of our Scope of Services, proposed time frame, and fees. Our Work Plan is assembled to meet your needs by providing a Topographic and Boundary Survey per the RFP provided. Our staff is well-equipped and experienced with these types of surveys and will deliver the quality product you expect in a timely manner.

Thank you for this opportunity to submit our proposal. If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Michael J. Rozycki, PS
Survey Manager

APPENDIX A **WORK PLAN**

PROJECT SCOPE

The proposed project consists of a Topographic Survey of Howard Park and Seitz Park as well as a Boundary Survey of Howard Park per the RFP provided dated 11/29/16.

TASK #1 TOPOGRAPHIC SURVEY OF HOWARD PARK

This task includes preparing a topographic map of the area denoted within "Mapping Limits" in the RFP dated 11/29/16. The Topographic Survey portion shall include the items listed in Part Three of the provided RFP.

TASK #2 BOUNDARY SURVEY OF HOWARD PARK

The Boundary Survey shall conform to Title 865, Article 1, Rule 12 of the Indiana Administrative Code that governs the minimum standards for competent practice of land surveying. The Boundary Survey shall also include the items listed in Part Four of the provided RFP.

TASK #3 TOPOGRAPHIC SURVEY OF SEITZ PARK

This task includes preparing a topographic map of the area denoted within "Mapping Limits" in the RFP dated 11/29/16. The Topographic Survey portion shall include the items listed in Part Three of the provided RFP.

INFORMATION TO BE PROVIDED BY CLIENT

Current Title Commitment, legal services, permission to enter site, onsite easement documents, As-Builts, record utility information.



FEE SCHEDULE

Task #1	Topographic Survey of Howard Park.....	\$ 7,000.00
Task #2	Boundary Survey of Howard Park.....	\$ 3,800.00
Task #3	Topographic Survey of Seitz Park	\$ 8,900.00
<hr/>		
TOTAL:	\$ 19,700.00

ANTICIPATED SCHEDULE

Task #1	January 31, 2017
Task #2	January 31, 2017
Task #3	February 14, 2017

Once we receive a contract, ABONMARCHE as proposed, will complete the tasks by the dates listed above. The completion dates are subject to inclement weather.



November 29, 2016

Topographic and Boundary Survey Scope for Seitz Park & Howard Park, South Bend, Indiana

The services requested include a Topographic Survey for both Howard Park & Seitz Park and a Boundary Survey for Howard Park.

PART ONE – SURVEY AREA

The survey includes the lands shown on the attached exhibit. Properties to be included in the Boundary Survey are shown (red) as well as the limits of the Topographic Mapping (green).

PART TWO – GENERAL INFORMATION

Coordinate System:

- Horizontal Coordinates will reference the Indiana State Plane Coordinate System, East Zone
- A list of site control points used to complete the survey shall be shown on the map of survey. List does not have to include all control points used but should be sufficient for future surveyors to reestablish site control at a later date.

Vertical Datum:

- Vertical Datum will reference the North American Vertical Datum 1988 (NAVD 88).

A list of all benchmarks established during the survey and used to establish the vertical datum will be shown on the map of survey. This list will include a description of each benchmark, its general location and elevation.

Units, Display and Deliverables:

- Topographic mapping units will be measured and displayed in English units (US Survey Feet)
- The Map of Survey will be provided electronically in AutoCAD ver. 14 or higher and in a signed and sealed PDF. The ACAD file shall contain intelligent Civil 3D points, surface and features with sufficient point elevations dragged for display. Surplus point data not displayed will remain in the drawing on a frozen layer(s).
- The survey shall include a vicinity map and a title block and will be delivered on a specific sheet size sheet and scale to be determined by SmithgroupJJR at a later date.
- All record documents researched as part of the survey (utility maps, record drawings, etc.) will be shared electronically with SmithgroupJJR when the project drawings are submitted.
- The survey shall show a graphic scale, north arrow, the bearing basis, legend, the name, address, and telephone number of the Surveyor preparing the map, the date the survey was completed, and the date of all revisions.

Project Understandings:

- The survey will be performed under the supervision of a Professional Surveyor licensed in the State of Indiana.
- A current title policy or commitment will be provided by the City of South Bend.
- Perform all traffic control measures necessary to safely maintain traffic during the survey.

PART THREE – TOPOGRAPHIC MAPPING

Subject properties to be included in the Topographic Mapping portion of the project include those lands shown on the attached sketch labeled "Mapping Limits".

A Topographic Survey shall be performed by a licensed professional Land Surveyor and incorporated as part of an overall existing conditions plan. The Topographic Survey portion of the project will include but is not limited to the criteria specified below

- Display contours at 1 foot intervals.
- Spot elevations should be shown at approximately 50 foot intervals and at breaks in grade, high points and low points, and any other areas of significance.
- Road centerline, curb, and sidewalk elevations and locations shown at approximately 50 foot intervals, and at horizontal or vertical angle points and intersections.
- Building corner locations and elevations at natural ground and location of exterior columns & overhangs. Include the number of stories and construction material.
- Building first floor elevations at each door location within the full topographic mapping limits. Note the floor material where the elevation was taken (ex. Sill, Carpet, Tile)
- Remaining hardscape features including: pads, steps, truck docks, ramps, retaining walls gates, utility vaults, hand rails, etc. Label each and designate material.
- ADA detectable warning pads shown to scale.
- Roadway and parking striping. Includes parking spaces, hatching, arrows and road striping. Distinguish line type on road striping (i.e. dashed white, solid double yellow, etc.)
- Define the limits of various road and walk surfaces (i.e. brick, asphalt, concrete)
- In areas where the mapping limits include an elevated bridge. Map the bridge decking as well as any area exposed under the bridge. Mapping under the bridge should include the footprint at grade of any bridge structural components and an elevation of the lowest part of the bridge structure within the mapping limits.
- Along shorelines, map up to the edge of water and include a top of water elevation. If a seawall is present, map the top of the wall and using a level rod, obtain a depth to the river bottom at the wall. Top of wall and bottom of river elevations should be taken at regular intervals of 50 feet along the entirety of the shoreline.

In Seitz Park there are areas where the dam structure has terraced walls leading down to the water's edge. Include wall structures in the mapping up to the water's edge.

- Utility Locations (including but not limited to sanitary, storm, power, gas, water mains, fire protection, telecommunications, steam, etc. both on site and any immediately adjacent utility that appears to service or impact the site)
 - Observed surface locations on all utilities
 - Accessible underground information for storm and sanitary sewers including: invert, sump and rim elevations, size of structure & pipes and construction material of same (do not enter the structure). Should be in the form of a schedule or clearly labeled on drawing.
 - Locate and inventory the next connecting storm, sanitary and water utility outside of the full topographic mapping window.

- Observed overhead wires and cables affecting the surveyed premises. Include directions, guy wires and pole or building locations.
- Utility vaults shall include a graphic representation of the approximate size of the vault and list the elevation of the bottom of the structure (do not enter the structure).
- Water utilities shall include all fire department connections both on and adjacent to buildings.
- Show all building utility service leads using a combination of record maps and observed physical evidence as well as all existing utility meters.
- Underground utilities as marked by utility companies.
 - Surveyor is responsible for arranging underground utility markings.
- Record utility information.
 - Surveyor is responsible for researching and compiling utility records.
 - Integrate field located utilities with record information.
 - Label quality of utility location shown on the survey. (ex. Comcast shown per record maps only. No field markings or observed physical features)
 - Label information about the size/material of utility if provided on record drawings (ex. Gas - 3" plastic).
 - Note utility companies that did provide record utility maps
- Light poles (street & site), light bollards, ground level light mountings, emergency phones, street signs, traffic lights, guardrail, and other safety devices.
- Location and elevations of top of monitoring wells and adjacent natural grade.
- Locate and identify all trees within the properties included in the mapping limits. Include the size (D.B.H.), species in common English names and number of trunks for trees within the mapping limits.
- Limits of landscape areas, bike loops and parking meters.
- Determine if a floodplain elevation has been established for the site and if applicable, show approximate floodplain contour line from available information.

PART FOUR –BOUNDARY SURVEY

A Boundary Survey shall be performed by a licensed professional Land Surveyor and will be incorporated as part of an overall existing conditions plan. The scope includes surveying all parcels located within the areas labeled on the attached exhibit as "Approximate Outer Property Lines", as well as Right-of-Way resolution for roadways included within the Mapping Limits.

- Solve Boundaries of all parcels located within areas labeled on the attached exhibit as "Approximate Outer Property Lines"
- Resolve the location of Rights-of-Way included in the topographic mapping limits. Task includes researching relevant I.N.D.O.T. Right-of-Way alignment maps.
- State basis of bearings relative to an acceptable source (i.e. State Plane Coordinates).
- Show and describe all found boundary monumentation.
- Set any missing property corners and properly notate on the survey.

- Show names, widths, public or private use of all adjacent road, alley, or railroad Rights-of-Way. Indicate undeveloped Rights-of-Way and whether vacated or abandoned if applicable.
- Show, dimension, and describe potential encroachments across both property and Right-of-Way lines. Use details if necessary.
- Show recorded or otherwise known easements by dimension, widths, uses, document source, and party to whom easement is granted, if available or observed. Note any potential prescriptive easements and the nature of each. Note if record easement information was not provided with the Title Policy/Commitment or if the supporting documents are incomplete
- Show lot numbers, blocks, names, and liber and pages of adjacent subdivision or condominium plats.
- Show owner name, tax identification numbers, address and approximate side lot line locations for all parcels within the full Topographic Survey scope.

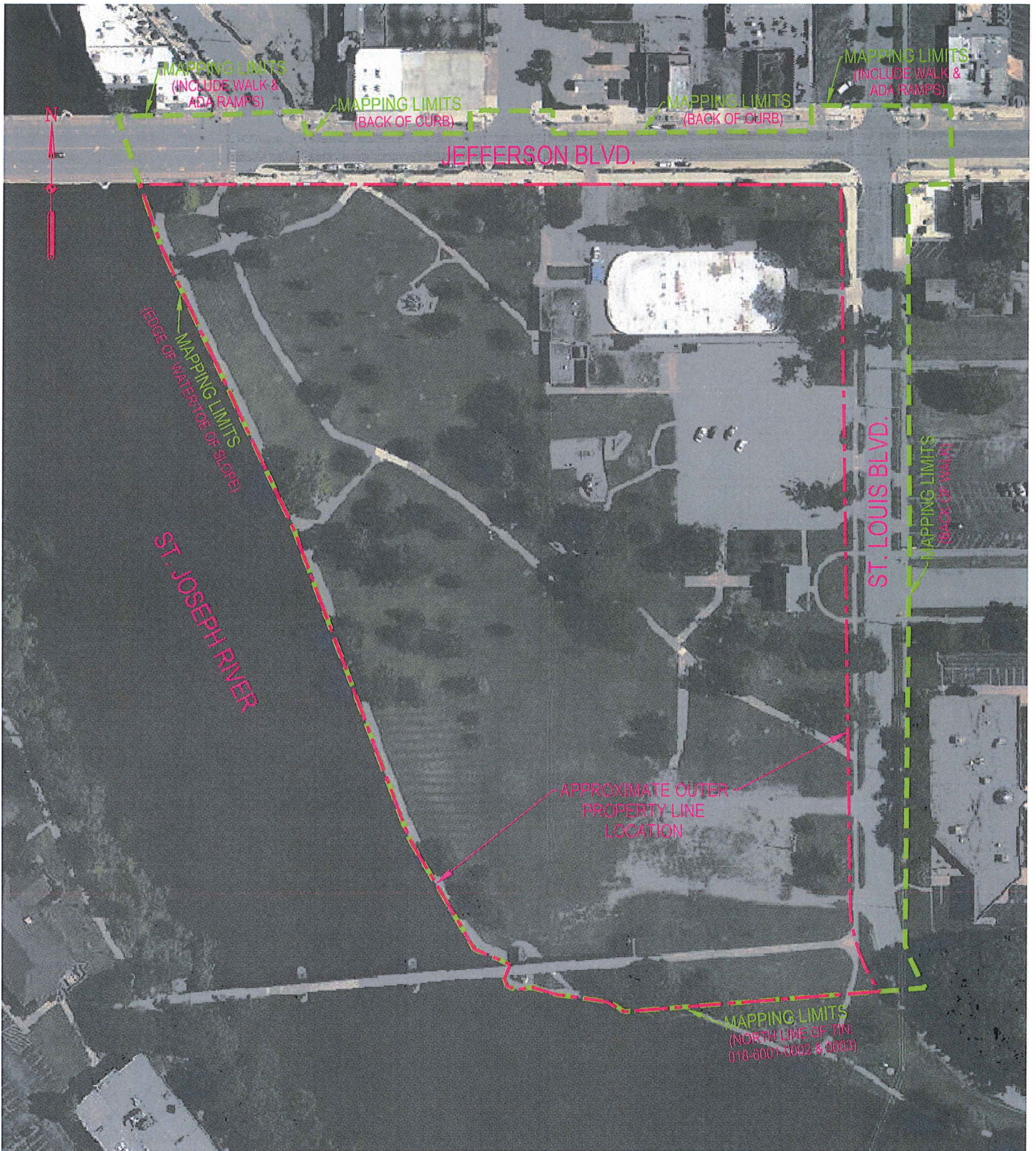




EXHIBIT B

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 _____)
) SS:
_____ 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 _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expires _____

Notary Public

County of Residence _____

RESOLUTION NO. 3369

**A RESOLUTION COMMENDING
GREG DOWNES FOR EXTRAORDINARY SERVICE TO THE
SOUTH BEND REDEVELOPMENT COMMISSION**

WHEREAS, Greg Downes has been a member of the Redevelopment Commission of the City of South Bend since 2005; and

WHEREAS, during his time with the Commission Greg has had leadership roles in the areas of business assistance, tax abatement, public finance and economic development; and

WHEREAS, Greg was responsible for establishment of the Douglas Road Economic Development Area, River West Development Area, River East Development Area, the Northeast Neighborhood Development Area, the Northeast Neighborhood Residential TIF district, and for combining the Sample-Ewing Development Area with the Airport Economic Development Area; and

WHEREAS, Greg played a leading role in negotiating through the details of many important projects such as AJ Wright, the Renaissance District, Data Realty, Nello, Noble Americas, the South Bend Career Academy, and Eddy Street Commons; and

WHEREAS, Greg played a key role in securing a Certified Technology Park designation for Ignition Park and Innovation Park and has served as the Redevelopment Commission's representative to the Blackthorn Owners' Association; and

WHEREAS, Greg's creative approach to funding resulted in a development plan to reconstruct Douglas Road from SR 23 to the Mishawaka city limits, and he has participated in and supported numerous studies and analysis of the downtown, resulting in millions of dollars of new investment; and

WHEREAS, Greg oversaw development of numerous projects such as South Bend Chocolate Café, WNIT, Coveleski Park, Environmental Health Labs, Portage Prairie, Huttsfield Square, Tire Rack, Gibbs Wire, Tech Data, Ignition Park, Century Center, Erskine Plaza, Erskine Commons, Ireland Road improvements, Main-Lafayette Corridor, Oliver Plow Industrial Park, the KeyBank renovation, East Race Townhomes and River Race Town Homes, the Veterans Administration Clinic, Memorial Home Care, Brown Mackie College, River Front Liquor District, the new downtown Courtyard by Marriott Hotel, Renovation of the former Natatorium, Hansel Center, Rushton, Hotel LaSalle, American Bank & Trust Place and Smart Streets; and

WHEREAS, Greg has always been a patient, steady, and reliable source of objective information with facts and figures that have allowed the Commission to make sound decisions without the sometimes emotional reaction to what is politically popular at the time; and

WHEREAS, Greg has never forgotten the public that he serves, giving unselfishly of his time for the betterment of the community with no concern for individual honor or recognition; and

WHEREAS, Greg has decided the time is right to pursue other endeavors; and

NOW, THEREFORE, BE IT RESOLVED that the South Bend Redevelopment Commission hereby recognizes Greg Downes for his extraordinary commitment and distinguished service to the South Bend Redevelopment Commission and the City of South Bend; thanks him for the outstanding contributions he has made; and declares it will sincerely miss his diligent work and his presence at future meetings.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on December 15, 2016, at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Second Amendment To Real Estate Purchase Agreement (this “Second Amendment”) is made on December 15, 2016 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (“Seller”), and Heading for Home LLC, a Delaware limited liability company with its principal place of business at 501 W. South St., South Bend, Indiana 46601 (“Buyer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. Seller and Buyer entered into that certain Real Estate Purchase Agreement dated August 25, 2016, and amended by the First Amendment To Real Estate Purchase Agreement dated October 27, 2016 (collectively, the “Purchase Agreement”), for the purchase and sale of the Property located in the City of South Bend.

B. Buyer continues its examination of the Property pursuant to Section 3 of the Purchase Agreement and has requested an extension of the Due Diligence Period to facilitate its continuing environmental review of the Property, including its request for a comfort letter or site status letter from the Indiana Brownfields Program.

C. Seller desires to grant the requested extension as stated in this Second Amendment.

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

1. In Section 3.B. of the Purchase Agreement, the term “one hundred twenty (120)” is deleted and replaced by the term “one hundred eighty (180).”
2. Unless expressly modified by this Second Amendment, the terms and provisions of the Purchase Agreement remain in full force and effect.
3. Capitalized terms used in this Second Amendment will have the meanings set forth in the Purchase Agreement unless otherwise stated herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this Second Amendment To Real Estate Purchase Agreement to be effective on the Effective Date stated above.

BUYER:

Heading for Home LLC,
a Delaware limited liability company

Printed: Andrew Berlin

Its: Manager

Dated:

SELLER:

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

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000069 51164910.001

SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Second Amendment To Real Estate Purchase Agreement (this “Second Amendment”) is made on December 15, 2016 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (“Seller”), and 410 W Wayne Street LLC, an Indiana limited liability company with its registered office at 51260 Coveseide Dr., Granger, Indiana 46530 (“Buyer”), as the successor-in-interest to Chris Gerard, doing business as Bare Hands Brewery, a sole proprietorship with its principal place of business at 12804 Sandy Ct., Granger, Indiana 46530 (“Gerard”).

RECITALS

A. Seller and Gerard entered into that certain Real Estate Purchase Agreement dated August 25, 2016, as amended by the First Amendment To Purchase Agreement dated October 27, 2016 (collectively, the “Purchase Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. Gerard assigned to Buyer the Purchase Agreement pursuant to the terms of that certain Assignment And Assumption Of Real Estate Purchase Agreement dated October 27, 2016.

C. Buyer continues its examination of the Property pursuant to Section 3 of the Purchase Agreement, including zoning and land use matters, and has requested an extension of the Due Diligence Period.

D. Seller desires to grant the requested extension as stated in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Second Amendment and the Purchase Agreement, the adequacy of which consideration is hereby acknowledged, the parties agree as follows:

1. In Section 3.B. of the Purchase Agreement, the term “ninety (90)” is deleted and replaced by the term “one hundred fifty (150).”

2. Unless expressly modified by this Second Amendment, the terms and provisions of the Purchase Agreement remain in full force and effect.

3. Capitalized terms used in this Second Amendment will have the meanings set forth in the Purchase Agreement unless otherwise stated herein.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereby execute this Second Amendment To Real Estate Purchase Agreement to be effective on the Effective Date stated above.

BUYER:

410 W Wayne Street LLC, an Indiana limited liability company

By: _____

Printed:

Its:

Dated:

SELLER:

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

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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