



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, June 15, 2017 9:30 a.m.

- 1. Roll Call**
- 2. Approval of Minutes**
 - A. Minutes of the Regular Meeting of Thursday, May 25, 2017
- 3. Approval of Claims**
 - A. Claims Submitted June 15, 2017
- 4. Old Business**
- 5. New Business**
 - A. River West Development Area
 1. Resolution No. 3396 (Fat Daddies)
 - B. River East Development Area
 1. First Amendment to Agreement for Professional Services (Smith GroupJJR)
 2. First Amendment to Development Agreement (Armory, LLC)
 3. Budget Request (Eddy Street, Sample Street, Beyer Avenue Right of Way Improvements)
 - C. Other
 1. Redevelopment Supervisory Services Agreement (Innovation & Technology)
- 6. Progress Reports**
 - A. Tax Abatement
 - B. Common Council
 - C. Other
- 7. Next Commission Meeting:**

Thursday, June 29, 2017, 9:30 a.m.

8. Adjournment

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS

Auxiliary Aid or Other Services are Available upon Request at No Charge.
Please Give Reasonable Advance Request when Possible.



South Bend

Redevelopment Commission

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

ITEM: 2A

SOUTH BEND REDEVELOPMENT COMMISSION REGULAR MEETING

May 25, 2017

9:34 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard
South Bend, Indiana

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

1. ROLL CALL

Members Present:

Marcia Jones, President
Dave Varner, Vice President
Don Inks, Secretary
Gavin Ferlic, Commissioner
Kintae Lark, Commissioner

Members Absent:

John Anella, Commissioner

Legal Counsel:

Benjamin Dougherty, Esq.

Redevelopment Staff:

David Relos, Associate
Mary Brazinsky, Recording Secretary

Others Present:

Pete Buttigieg	Mayor's Office
Suzanna Fritzberg	Mayor's Office
James Mueller	DCI
Austin Gammage	DCI
Chris Dressel	DCI
Tim Corcoran	DCI
Beth Leonard Inks	DCI
Mark Peterson	WNDU
Eric Watson	WNDU
Mo Miller	Hayes Towers
Jeff Rea	St Joseph Chamber
Regina Emberton	St Joseph Chamber
Shawn Peterson	Ice Miller
Randy Rampola	Barnes & Thornburg
George Baker	
Amanda Smith	
Kasey Watkins	Seven Entropy Design
Melody Eby	Cressy & Everett
Mike King	Cressy & Everett

2. Election of Officers

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved continuing 2017 with the same slate of officers (Marcia Jones, President, Dave Varner, Vice-President and Don Inks, Secretary) on Thursday, May 25, 2017.

3. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, May 11, 2017

Upon a motion by Secretary Inks, seconded by Vice President Varner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, May 11, 2017.

4. Approval of Claims

A. Claims Submitted May 25, 2017

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
REDEVELOPMENT COMMISSION Redevelopment Commission Claims May 25, 2017 for approval			
<u>324 RIVER WEST DEVELOPMENT AREA</u>			
Usbank	785,000.00	Bonds, Series 2012 (Police & Fire Station Project)	
Hull Associates, Inc.	11,153.77	General Consulting Groundwater / GW Assessment Ignition Pk	
United Consulting	30,948.55	Coveleski Utility Relocation	
AECOM		Fiber Optic Cable which will feed the new Four Winds Casino in SB	2,000.00
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>			
Smithgroup JJR	30,560.00	Riverfront Parks and Trails Master Plan	
<u>430 FUND SOUTH SIDE TIF AREA #1</u>			
Lawson-Fisher Associates P.C.	600.00	Roundabout Intersection Improvements	
Reith Riley Construction Co., Inc.	64,511.97	One Way to Two Way St. Conversion	
<u>433 FUND SOUTH SIDE AREA #1</u>			
Faegre Baker Daniels	316.20	Legal Services	
Total	923,090.49		2,000.00
Total Of Both Columns	925,090.49		

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the claims submitted on Thursday, May 25, 2017.

5. Old Business

None

6. New Business

A. Receipt of Bids

1. Burke Building at 1019 S. Michigan St and three vacant lots at 913 – 1001 S Michigan St.

David Relos presented the Receipt of Bids for the Burke Building at 1019 S. Michigan St. and three vacant lots at 913 – 1001 S. Michigan St. These properties are located between Sample and Garst. Bids were due as of 9:00 a.m. this morning, with none being received.

B. River West Development Area

1. First Amendment to Development Agreement (Union Station Properties LLC)

David Relos presented the First Amendment to Development Agreement (Union Station Properties LLC). In October 2012 the Commission entered in to a Development Agreement with Union Station Properties LLC, committing \$3.5M for the stabilization and building improvements to the Building 84 complex, the six story Studebaker manufacturing building which overlooks downtown, on the south side of the railroad tracks from the Cove.

The Renaissance District has been approved for a Regional Cities matching grant. Because of various funding sources that are involved with the exterior rehab of Building 84 (the Commission's TIF commitment, Regional Cities grant, and private investment), to align these funding sources, an Economic Revenue Bond is planned to be issued. With Commission, and then Common Council approval, this would allow the project to move forward seamlessly. The Amendment approves the Bond financing and adds RDistrict Two, LLC as a party to the agreement.

Shawn Peterson, with Ice Miller, explained that this is an exciting phase of the project. To date the developer has spent \$30M in renovations, in addition to purchasing the building. The renovations start to become visible as tenants come on board. New beautiful windows and masonry work will give this six story structure a professional look.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the First Amendment to Development Agreement (Union Station Properties LLC) submitted on May 25, 2017.

2. Resolution No. 3392 (Pledge/Studebaker Project)

David Relos presented Resolution No. 3392 (Pledge/Studebaker Project). This pledges the \$3.5M TIF commitment previously approved by the Commission to pay the principal only of the bond issuance. As a special note, Resolution No. 3392 was updated to eliminate the naming of a particular bond trustee, who will be determined at a later date.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3392 (Pledge/Studebaker) submitted on May 25, 2017.

3. South Shore MOU

Mayor Pete Buttigieg presented the South Shore MOU. Mayor Buttigieg thanked the Commissioners for the work they do. Mayor Buttigieg noted that the Chicago area is the only city projected to reach the Mega City level of 10 Million people or more, and the only way they have to grow is east. The idea of double tracking the South Shore in certain areas, along with realigning its entrance at the Airport will reduce travel time between South Bend and Chicago. He has taken this project to the President of the United States and asked for help. With Regional Cities we received a new opportunity to have a new funding partner. We also have the State that has acted in the legislature this year to support the project but ultimately it will fall on different counties throughout the region in order to get it done. What this means to South Bend is two things: (1) what it means to people who already live here and (2) what it does to grow/attract new people to the region. For those who live here, a more affordable way to go to Chicago. It also means economic growth opportunities. We think that there will be more jobs open to those in a community from the companies that will come here, grow here and stay here due to easier access and the closeness of global cities like Chicago. This may also increase the value of the Westside of South Bend. In cities where you are closer to transit sites such as a subway or a bus stop the greater the value of your home. The value enhancement going from over two hours down to a 90 minute ride to or from Chicago will be remarkable for the area.

We also find that a lot of the skilled professionals are coming in pairs. When you talk to recruiters, if there is a spouse that specializes in their field and we do not have a job for them in South Bend, the deciding factor of whether they move here is if they would have access to another job market. We have families that find a way to make this work. Connectivity has become the major currency for cities today. Now we have the ability to reach the physical and geographical connectivity of our region. The commitment is not trivial but the payoff will be tremendous.

Jeff Rea, President & CEO of the South Bend Regional Chamber of Commerce, noted this is the top priority of the business community. It is being helped federally, on the State level, and locally, which is incredible. Our businesses are telling us the attraction of talent is priority one with this project. This means access to one of the largest economies in the world and I think it will have a great economic impact to our area. The City has been a real driver on this initiative including the Mayor and his team, raising the issue at the State House and we are grateful. Although we are early in the process, we still have a lot of key steps to accomplish.

Regina Emberton, President & CEO of Michiana Partnership, noted the theme/tagline for the Regional Development Authority is forty-seven smart connected communities. This project is one in which the RDA allocated Regional

Cities funding, which means it is a big priority for the Michiana Partnership and the groups it represents, since it can help attract top talent and the connectivity to the market in Chicago.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Varner, the motion carried unanimously, the Commission approved the South Shore MOU submitted on May 25, 2017.

4. Real Estate Purchase Agreement (Firehouse/ Seven Entropy)

David Relos presented the Real Estate Purchase Agreement (Firehouse/Seven Entropy). This is for the old Firehouse on Portage, and is with Seven Entropy Design Studio of San Diego, California. The Firehouse was taken through the disposition process and on February 23, 2017, we received one bid from Seven Entropy Design Studio. The minimum bid was \$47,000. Seven Entropy bid \$60,000. On February 23rd the Commission referred the bid proposal to staff for review and recommendation. On March 23, 2017, the Commission accepted the bid and approved moving forward with the Purchase Agreement. We are here today to finalize that Purchase Agreement. Included in today's Agreement is a sixty day due diligence period with a minimum investment of \$115,000 over a 3 year period, in collaboration with the Historic Preservation Commission for exterior improvements. Plans for the building are a mixed use, commercial / residential and a possible café in the future.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Real Estate Purchase Agreement (Firehouse/Seven Entropy) submitted on May 25, 2017.

5. Second Amendment to Real Estate Purchase Agreement (Newmark Grubb Cressy and Everett)

David Relos presented the Second Amendment to Real Estate Purchase Agreement (Newmark Grubb Cressy and Everett). This agreement will extend the due diligence period for the Blackthorn Lots out 45 days, as they look in to the potential environmental impacts from the State Police Post. This will the due diligence period to late July.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Varner, the motion carried unanimously, the Commission approved Second Amendment (Newmark Grubb Cressy and Everett) submitted on May 25, 2017.

6. Budget Request (Portage Prairie Area Sewer)

Corbitt Kerr, Director of Redevelopment Engineering presented a budget request (Portage Prairie Area Sewer). This is a budget request for \$12,500 to perform a sewer study of the Portage Prairie area. A study was done previously but since then the area has been developed differently. This will ensure all future developments in that area will have adequate utility services.

Sewer service was originally planned to continue to Mayflower and south to a lift station, however, the Auten Road connector was not completed and the majority of service has followed along Dylan Dr. There is new development occurring north of Adams Road and is planned to tie into this system, which is near or at capacity. Rather than continue to strain an existing system we want to provide a solution for current and future needs.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Budget Request (Portage Prairie Area Sewer) submitted on May 25, 2017.

7. Budget Request (Monroe Parking Lot and Street Improvements)

Corbitt Kerr presented a budget request (Monroe Parking Lot and Street Improvements). This budget request is for an additional \$30,000 on top of the previous \$250,000 already approved. We recently received bids that came in \$4,000 over the original budget, however it is important to have extra funds to address contingency possibilities. The scope of the project does cover more of Monroe Street than was originally planned. If the money approved is not used it will be re-allocated back to the TIF.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Budget Request (Monroe Parking Lot and Street Improvements) submitted on May 25, 2017.

C. Douglas Road Development Area

1. Resolution No. 3395 (Releasing Assessed Value for Douglas Road)

Beth Leonard Inks presented Resolution No. 3395 (Releasing Assessed Value for Douglas Road). We are expected to pay off the last debt service payment in August, and will not need revenue next year. Once we determine the final amount received, we will be able to close the Douglas Road Economic Development Area early next year. This Resolution will be filed with the Common Council.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3395 (Releasing Assessed Value for Douglas Road) submitted on May 25, 2017.

D. Other

1. Resolution No. 3394 (Determining Tax Increment to be Collected in Year 2018)

Beth Leonard Inks presented Resolution No. 3394 (Determining Tax Increment to be collected in Year 2018). Other than the Douglas Road Economic Development Area, this determines tax increment is needed in the other Development Areas. There is a June 15, 2017 deadline to file this Resolution, and will be taken to the Common Council prior to that deadline.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Resolution No. 3394 (Determining Tax Increment to be Collected in Year 2018) submitted on May 25, 2017.

7. Progress Reports

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

8. Next Commission Meeting:

Thursday, June 15, 2017, 9:30 a.m.

9. Adjournment

Thursday, May 25, 2017, 9:55 a.m.



David Relos, Economic Resources

Marcia I. Jones, President

ITEM: 3A

Claims submitted

Explanation of Project

REDEVELOPMENT COMMISSION

Redevelopment Commission Claims June 15, 2017 for approval

324 RIVER WEST DEVELOPMENT AREA

Kolata Enterprises LLC	562.50	Professional Services
Jones Petrie Rafinski	1,682.50	Courtyard by Marriott / Coveleski Utility Relocation
HRP	34,353.66	Berlin Place Site Development
Usbank	33,150.00	SB Redev. District Taxing District Refunding Bonds of 2014
Kolata Enterprises LLC	720.00	Professional Services
Abonmarche	26,680.00	Western Ave & Olive St. Intersection Improvements 2014
United Consulting	19,039.00	Coal Line Trail Ph I & II
Jones Petrie Rafinski	13,113.75	Monroe Parking Lot and St Improvements
DLZ	1,000.00	Sample/Sheridan
Hull & Associates	600.00	GW Assessment and Remedy Ignition Pk.
Tri County News	58.91	Notice to Bidders
Newmark Grubb Cressy & Everett	50,000.00	Consulting Service for College HOF

429 FUND RIVER EAST DEVELOPMENT TIF

Walsh Kelly Inc.	188,190.25	East Bank Sewer Separation - Phase 5 (Division B)
SmithGroup JJR	18,336.00	SB Riverfront Pks and Trails Master Plan
Abonmarche	900.00	Howard and Seitz Parks
Abonmarche	9,863.07	Howard St Traffic Study
Indiana Earth, Inc.	40,000.00	Michiana Brick Site Demolition
Northern Indiana Roofing & Sheet	85,767.89	Newman Center Roof Repair

430 FUND SOUTH SIDE TIF AREA #1

McCormick & Engineering, LLC	6,682.50	1672 Bowen Ph 2 Rd Drywells
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Total	530,700.03	
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RESOLUTION NO. 3396

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM THE BOARD OF
PUBLIC WORKS OF THE CITY OF SOUTH BEND**

WHEREAS, the South Bend Redevelopment Commission, the governing body of the City of South Bend, Indiana, Department of Redevelopment (the “Commission”), exists and operates pursuant to Ind. Code 36-7-14 (the “Act”); and

WHEREAS, the City of South Bend, Indiana, Board of Public Works (the “Board”) has custody of real property owned by the City of South Bend, Indiana (the “City”) pursuant to Ind. Code 36-9-6-3; and

WHEREAS, the Board holds certain real property located in the City commonly known as 511 S. Michigan Street, Tax Key Number 018-3017-0631 (the “Property”); and

WHEREAS, the Board desires to convey the Property to the Commission pursuant to Ind. Code 36-1-11-8 for the purpose of making the Property available for re-use and redevelopment in accordance with the Commission’s purposes and powers under the Act; and

WHEREAS, on June 13, 2017, the Board adopted its Resolution No. 23-2017, approving the conveyance of the Property to the Commission; and

WHEREAS, the Commission desires to accept the Property from the Board.

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

1. The Commission approves and accepts the Board’s conveyance of the Property to the Commission.
2. The Commission authorizes David Relos of the City’s Department of Community Investment to accept and present for recordation in the Office of the Recorder of St. Joseph County any deed for the Property received from the Board.
3. This Resolution will be in full force and effect upon its adoption.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on June 15, 2017, at 227 West Jefferson Boulevard, Room 1308, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: June 15, 2017
FROM: Liz Maradik, Planner
SUBJECT: Budget Increase Request – Riverfront Parks & Trails Agreement

PURPOSE OF REQUEST:

The City of South Bend previously entered into an agreement with SmithGroupJJR for the Riverfront Parks & Trails effort. As the City continues to work toward implementation of improvements, additional services from SGJJR are required in order to assist with Seitz Park design refinement in conjunction with the Notre Dame hydroelectric project and the Wharf Partners development as well as assisting with the transition from planning stages to construction of Howard Park improvements.

Staff requests Commission approval of a not-to-exceed increase of \$60,000.

INTERNAL USE ONLY: Project Code: 15J025
Total Amount new/change (inc/dec) in budget: \$60,000; broken down by:
Acct # 429.1050.460.31-06 Amt: \$ _____; Acct # _____ Amt: _____;
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Going to BPW for Contracting? Y/N Y Is this item ready to encumber now? _____
Existing PO# 231040 Inc/Dec \$ _____



FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment To Agreement For Professional Services (this “First Amendment”) is entered into on June 15, 2017 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and SmithGroupJJR, Inc., a Michigan corporation with its registered office address at 500 Griswold St., Suite 1700, Detroit, Michigan 48226 (the “Provider”) (each a “Party” and collectively the “Parties”).

RECITALS

A. The Commission and the Provider entered into that certain Agreement For Professional Services dated July 22, 2016 (the “Agreement”), in connection with the development of a strategic plan for the City of South Bend’s river park and trail system.

B. In order to include an additional scope of work and associated compensation for the Provider, the Parties desire to amend the Agreement as stated in this First Amendment.

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

1. The following is inserted at the end of Section 1 of the Agreement: “The Provider will provide to the Commission the additional professional services set forth in attached Exhibit B (the “Additional Services”).”

2. The following is inserted at the end of Section 2 of the Agreement: “In exchange for the Provider’s satisfactory performance of the Additional Services, and subject to the terms and conditions of this Agreement, the Commission will pay the Provider a total sum not to exceed Sixty Thousand Dollars (\$60,000) (the “Additional Contract Amount”). The Commission will pay the Additional Contract Amount in installments upon invoicing by the Provider for (a) the costs of materials and other expenses (not to exceed an aggregate maximum of \$1,000.00) approved in the same manner as set forth in Section 3 below, and (b) time spent in accordance with the fee schedule included in attached Exhibit B (each an “Additional Contract Installment”). The Commission will not be required to pay any Additional 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 Additional Contract Installments will not exceed the Additional Contract Amount.

3. Exhibit B to this First Amendment is inserted as Exhibit B to the Agreement.

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

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

6. This First Amendment will be construed and interpreted according to the laws of the State of Indiana.

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

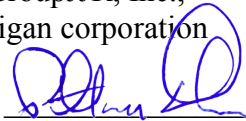
South Bend Redevelopment
Commission, governing body of the
City of South Bend Department of
Redevelopment

By: _____
Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

SmithGroupJJR, Inc.,
a Michigan corporation

By:  _____
Patrick M. Doher, PE, Senior Vice President

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EXHIBIT B

Additional Services

Architect Consultant – SmithGroupJJR will assist the City of South Bend in its process to select and Architect (A/E) for the Howard Park Phase I Design and Implementation including pre-bid meeting, answering questions as required during bidding, review and shortlisting of A/E firms, interviewing shortlisted firms and aiding in the selection of an A/E for the project.

Seitz Park Design Refinement – SmithGroupJJR will continue the design efforts for Seitz Park, developing the design to ensure coordination with the Wharf Partners development, IDNR and the Notre Dame hydroelectric project. We will meet with each party as required to ensure collaboration and coordination, and will adjust the design as needed up to the time of the Notre Dame bidding process which is expected to be in September 2017. We will also work with the City as plans for implementation move forward, including discussions regarding easements, construction access and connections to adjacent parcels to accommodate the park design. Our Not-to-Exceed budget suggestion assumes these services to continue up to October 1, 2017. The anticipated product for delivery at the completion of these services is a Schematic Design Plan that can be carried through design development, bidding, construction and completion. We have not included the services beyond schematic design in the suggested budget. For the purpose of this initial effort, we have limited the architecture services to programming and building massing, we have not included architectural design.

Design Participation – Once the A/E is selected for the Howard Park Phase I Implementation, SmithGroupJJR can provide design input and review as needed and requested by the City of South Bend. Our participation in this effort will be as directed by the City.

Schedule of Fees for Additional Services

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 5	\$225.00/hour
Principal/ Level 4	\$215.00/hour
Principal/ Level 3	\$195.00/hour
Principal/ Level 2	\$185.00/hour
Principal/ Level 1	\$175.00/hour
Professional Staff/ Level 11	\$175.00/hour
Professional Staff/ Level 10	\$165.00/hour
Professional Staff/ Level 9	\$150.00/hour
Professional Staff/ Level 8	\$140.00/hour
Professional Staff/ Level 7	\$130.00/hour
Professional Staff/ Level 6	\$115.00/hour
Professional Staff/ Level 5	\$105.00/hour
Professional Staff/ Level 4	\$95.00/hour

Professional Staff/ Level 3	\$90.00/hour
Professional Staff/ Level 2	\$85.00/hour
Professional Staff/ Level 1	\$80.00/hour
Technical Staff/ Level 2	\$90.00/hour
Technical Staff/ Level 1	\$70.00/hour

ITEM: 5B2

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment To Development Agreement (this “First Amendment”) is made on June 15, 2017 (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 Armory LLC, an Indiana limited liability company with its registered address at PO Box 1236, South Bend, IN 46624 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Commission and the Developer entered into that certain Development Agreement dated September 29, 2016 (the “Development Agreement”), for the Developer’s purchase and redevelopment of the Property.

B. Pursuant to Section 3 of the Development Agreement, the Commission conveyed fee simple ownership of the Property to the Developer by the Quit Claim Deed recorded on October 20, 2016, as Document No. 1628273 in the Office of the Recorder of St. Joseph County.

C. After the effective date of the Development Agreement but before the Commission conveyed the Property to the Developer, the structure on the Property suffered substantial storm damage. Following the Commission’s conveyance of the Property to the Developer, the Developer repaired the storm damage at its sole cost in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00).

D. In order to offset the Developer’s costs of repairing the storm damage that occurred before the Developer took ownership of the Property, the Commission has agreed to increase the Funding Amount for Local Public Improvements under the Development Agreement by the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), and the Parties desire to amend the Development Agreement in accordance with the terms of this First Amendment.

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

1. In Section 1.2 of the Development Agreement, the term “Five Hundred Eighty Six Thousand Dollars (\$586,000.00)” is deleted and replaced by the term “Six Hundred Twenty-Three Thousand Five Hundred Dollars (\$623,500.00).”

2. The Parties agree that the entirety of the Funding Amount, as increased by this First Amendment, will remain subject to all the terms of conditions of the Development Agreement, including the procedures set forth in Section 5.2 of the Development Agreement.

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

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

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

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

ARMORY LLC



Brad Emberton, Member

1800.0000005 51470712.001



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: June 15, 2017
FROM: Richard M. Estes, Engineer I
SUBJECT: Eddy Street, Sample Street, Beyer Avenue Right-of-Way Improvements

PURPOSE OF REQUEST:

As part of the ongoing development of the Newman Center Site, several right-of-way improvements were designed to promote a more pedestrian and bicycle friendly environment along with addressing existing drainage and parking issues along the right of way of Sample Street, Eddy Street, and Beyer Avenue.

To cover the cost of these improvements, I respectfully request the commission approve a budget of \$222,000.00 that will cover the costs of construction to complete these improvements.

INTERNAL USE ONLY: Project Code: TBD
Total Amount new/change (inc/dec) in budget: \$222,000.00 ; broken down by:
Acct # 429-1050-460-42.03 Amt: \$222,000.00 ;
Going to BPW for Contracting? Y Is this item ready to encumber now? Yes
Existing PO# Inc/Dec \$



REDEVELOPMENT SUPERVISORY SERVICES AGREEMENT

This Redevelopment Supervisory Services Agreement (this “Agreement”) is entered into as of June 15, 2017 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”) and the Civil City of South Bend, an Indiana municipal corporation, acting by and through the South Bend Board of Public Works (the “Provider”).

RECITALS

A. The Commission exists and operates under the provisions of I.C. 36-7-14, commonly known as the “Redevelopment of Cities and Towns Act of 1953,” as amended from time to time (the “Act”).

B. Pursuant to the Act, the Commission has the power and duty to investigate, study, and survey areas within the corporate boundaries of the City of South Bend (the “City”) that the Commission has determined to be in need of redevelopment within the meaning of the Act and to redevelop said areas in a manner that will promote land use in order to serve the best interests of the City and its inhabitants.

C. Pursuant to the Act, the Commission has adopted resolutions declaring various areas of the City (the “Areas”) to be areas in need of redevelopment within the meaning of the Act and has adopted a development plan (the “Development Plans”) for each of the Areas in order to facilitate redevelopment of the Areas.

D. The Commission desires to undertake certain actions and promote certain activities within the Areas that are necessary to carry out the Development Plans for the Areas and facilitate development of the Areas, including the construction and establishment of the SBxG Resource Center and related infrastructure improvements in the City for the purpose of promoting and facilitating certain technological research activities and their associated economic development benefits (the “Project”), for which the Commission allocated tax increment finance revenues on April 27, 2017.

E. The Commission requires certain supervisory services related to the Project, which services the Commission may procure in accordance with the Act, including the provisions of I.C. 36-7-14-12.2(a)(13), I.C. 36-7-14-39(b)(3)(J), and I.C. 36-7-14-25.1(a).

F. The Provider is an Indiana municipal corporation and has staff members in and independent contractors through the City’s Innovation & Technology Department (“I&T”) with the knowledge, experience, and expertise to provide the supervisory services that are reasonable and necessary for carrying out the Project.

G. The Commission has determined that it is in the best interests of the Commission to retain the Provider to assist the Commission in accomplishing the Project.

H. The Provider is willing to assist the Commission's redevelopment efforts by providing the requested supervisory services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. **Definitions.** For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Contract Administrator: The term "Contract Administrator" shall mean the City's Chief Innovation Officer.

Requested Services: The term "Requested Services" shall mean the services described in **Exhibit A** attached hereto and incorporated herein.

Taxes: All governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of activities conducted on behalf of the Commission.

SECTION 2. **Retention and Acceptance of Provider.**

The Commission hereby retains the Provider to render to the Commission the Requested Services. The Provider hereby accepts the appointment to render the Requested Services to the Commission and agrees to render the Requested Services in accordance with the terms and conditions of this Agreement and all applicable laws, including, but not limited to, the Act. The Provider hereby certifies that its I&T staff members and independent contractors have sufficient experience and expertise to complete the Requested Services in a professional and timely manner.

SECTION 3. **Project Information.**

A. **Information and Communications.** The Commission shall provide all documents, maps, reports, and other data requested by the Provider necessary for the Provider to accomplish the Requested Services. The Commission and the Provider agree that the Commission shall be permitted to obtain at no additional cost and to retain any and all documents prepared or caused to be prepared by the Provider in connection with the services to be provided by the Provider and the Provider agrees to provide the Commission with said documents upon request by the Commission. Said documents may be used by the Commission or others with respect to the Commission's undertakings with respect to the Project.

B. **Point of Contact.** The Commission hereby designates the Contract Administrator to serve on behalf of the Commission as the Provider's principal point of contact for purposes of

this Agreement. The Contract Administrator will be responsible for the provision of relevant information to the Provider concerning the Project and any Requested Services to be rendered by the Provider in connection with the Project. The parties acknowledge and agree that any employee of the City of South Bend rendering the Requested Services to the Commission under this Agreement will remain an employee of the City of South Bend and will report to his or her supervisor(s) as determined by the Chief Innovation Officer.

SECTION 4. Compensation.

A. Fees for Services. The Provider will render the Requested Services to the Commission through the work of the Provider’s employees or contractors. As compensation for the Requested Services, the Commission agrees to pay the Provider a flat fee for each respective calendar year in an amount not to exceed the total amount stated in the table below (the “Annual Fee”).

<u>Period</u>	<u>Annual Fee</u>
June 15, 2017 to December 31, 2017	\$46,750.00
January 1, 2018 to December 31, 2018	\$150,000.00
January 1, 2019 to December 31, 2019	\$150,000.00

B. Invoices. On a quarterly basis, the Provider shall submit to the Commission an invoice for a progress payment equal to one-quarter (1/4) of the effective Annual Fee. Each quarterly invoice will identify the name and Area of the Project (or component of the Project) for which the Provider rendered the Requested Services during such quarter. The Commission agrees to pay each such invoice within thirty (30) days of receipt. In the event this Agreement terminates as provided in Section 6, all non-disputed sums owing and due the Provider for services rendered shall be paid within thirty (30) days of receipt of any invoice.

C. Reimbursable Expenses. The Commission shall not reimburse the Provider for expenses unless such expenses have been approved in writing by the Commission. Expenses which may be reimbursed under this provision shall be reasonable and necessary, and shall relate to the Project of the Commission. All claims for reimbursement of expenses shall be supported by a detailed itemization of the expense including invoices or receipts with the nature of the claim incurred.

D. Subject to Appropriations. Notwithstanding any provision to the contrary, the Commission’s payments required under this Agreement are subject to the appropriation of sufficient funds by the Commission in accordance with I.C. 36-7-14.

SECTION 5. Term.

The term of this Agreement (the “Term”) shall commence on the Effective Date and shall terminate on December 31, 2019, unless earlier terminated in accordance with Section 6 of this Agreement or by the parties’ mutual agreement.

SECTION 6. Termination and Default.

A. Termination. Either party may terminate this Agreement upon an event of Default (as defined below) by the other party. Upon termination of this Agreement for any reason, copies of all data, electronic files, documents, procedures, reports, estimates, summaries other work papers, and any other supporting documents, whether completed or in process, accumulated by the Provider or prepared or provided by the Commission or the Provider relating to this Agreement or the Requested Services shall be and remain the property of the Commission and be delivered to the Commission upon request in a usable form within sixty (60) days of the date of termination of this Agreement. The Commission shall retain or be granted by the Provider without restriction all title, ownership, or intellectual property rights, including copyright, patent, trademark, and trade secret rights, in any data gathered or generated by the Provider in performance of the Requested Services under this Agreement.

B. Default. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the “Default Notice”), unless such period is extended by written mutual consent, shall constitute a default (a “Default”) under this Agreement. Any Default Notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period.

SECTION 7. Confidentiality.

A. Confidential Information. The Provider acknowledges that information which the Commission regards as confidential or proprietary in nature (the “Information”), may come to the knowledge of the Provider during the Provider’s performance of services. The Provider shall treat the Information as strictly confidential and agrees that the Provider will not, at any time or in any manner, either directly or indirectly, (i) use, or allowed to be used, any Information for the Provider’s own benefit or the benefit of any director, official, employee or agent or any third party, or (ii) divulge, disclose or communicate in any manner any Information to any third party without the written consent of the Commission. The Provider shall be responsible for maintaining the confidentiality of any Information in its possession, including taking appropriate measures to secure said Information against such uses and dissemination and to inform any person to which it allows to access such information of its confidentiality. Notwithstanding anything to the contrary contained in this Agreement, the parties will adhere to their respective obligations under the

Indiana Access to Public Records Act, and nothing herein will be construed to relieve either party of such obligations.

B. Covenants Survive Agreement. The confidentiality provisions of this Agreement remain in full force and effect after, and survive the termination of, the Term of this Agreement.

SECTION 8. Relationship.

A. No Employment. Neither the Provider nor any person rendering the Requested Services to the Commission under this Agreement will constitute or be construed as an employee of the Commission.

B. Tax Obligations. The Provider is solely responsible for compliance with federal, state, and local laws and regulations relating to Taxes and Social Security payments that may be required to be made in connection with the compensation provided under this Agreement. The Commission, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payments made to the Provider in accordance with this Agreement under conditions imposed by federal, state, or local laws applicable to such payment.

SECTION 9. Indemnification.

The Provider hereby agrees to defend, indemnify, and hold harmless the Commission, its officials, directors, 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.

SECTION 10. 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.

SECTION 11. Entire Agreement.

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.

SECTION 12. Law Governing.

This Agreement shall be construed and interpreted according to the laws of the State of Indiana.

SECTION 13. Assignment.

The Provider's obligations under this Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the Commission.

SECTION 14. Amendment.

This Agreement may be amended only by separate writing signed by authorized representatives of both the Provider and the Commission.

SECTION 15. Notices.

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

Commission: Department of Community Investment
 1400 S. County-City Building
 South Bend, Indiana 46601
 Attn: Executive Director

Provider: Innovation & Technology Department
 1200 N. County-City Building
 South Bend, Indiana 46601
 Attn: Chief Innovation Officer

SECTION 16. Counterparts.

This Agreement may be executed in counterparts, all of which shall be deemed originals.

SECTION 17. Authority.

The undersigned persons executing and delivering this Agreement on behalf of the respective parties represent and certify that they are the duly authorized officers or members of the parties with authority to execute this Agreement and that all necessary action has been taken and done to enter into this Agreement.

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

**SOUTH BEND BOARD OF
PUBLIC WORKS**

Gary Gilot, President

Therese Dorau, Member

Suzanna Fritzberg, Member

Elizabeth Maradik, Member

James Mueller, Member

ATTEST:

Linda Martin, Clerk

**SOUTH BEND REDEVELOPMENT
COMMISSION**

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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EXHIBIT A

Requested Services

1. Supervision and coordination of planning, design, construction, and equipping of the Project.
2. Preparation of documents related to the Project and, where necessary, presentation of the same to the Redevelopment Commission.
3. Review and approval of documents prepared by others related to the Project.
4. Consultation with relevant departments and employees of the City of South Bend concerning the Project.
5. Other services related to the Project, as directed by the Contract Administrator.