



South Bend

Redevelopment Commission

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

Agenda

Rescheduled Meeting, April 13, 2018 10:00 a.m.

1. Roll Call

2. Election of Officers

3. Approval of Minutes

A. Minutes of the Regular Meeting of Thursday, March 22, 2018

4. Approval of Claims

A. Claims Submitted April 13, 2018

5. Old Business

6. New Business

A. Receipt of Bids

2401 Western Avenue

B. River West Development Area

1. Resolution No. 3430: (Disposition Offering Price 1743 Commerce Drive)
2. Approval of Bid Specifications and Design Considerations (1743 Commerce Drive)
3. Request to Advertise (1743 Commerce Drive)
4. First Amendment to Parking Lease (The LaSalle Apartments, LLC)
5. Third Amendment to Real Estate Purchase Agreement (Michigan Street Shops)
6. Amendment to Professional Services Contract with AECOM
7. First Amendment (Memorial Hospital of South Bend, Inc.)

C. Other

1. Professional Services for Brownfields Activities

7. Progress Reports

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

8. Next Commission Meeting:

Thursday, April 26, 2018, 9:30 a.m.

9. 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, IN

**SOUTH BEND REDEVELOPMENT COMMISSION
REGULAR MEETING**

March 22, 2018
9:30 a.m.
Presiding: Dave Varner, Vice-President

227 West Jefferson Boulevard
South Bend, Indiana

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

1. ROLL CALL

- Members Present: Dave Varner, Vice-President
Don Inks, Secretary
Gavin Ferlic, Commissioner
Quentin Phillips, Commissioner
Leslie Wesley, Commissioner
- Members Absent: Marcia Jones, President
- Legal Counsel: Elliot A. Anderson, Esq.
- Redevelopment Staff: David Relos, RDC Staff
Mary Brazinsky, Board Secretary
- Others Present: James Mueller DCI
Dan Buckenmeyer DCI
Austin Gammage DCI
Elizabeth Leonard Inks DCI
Kara Boyles Engineering
Kyle Silveus Engineering
Caleb Bauer South Bend Tribune
Lisa DeBerry
Eric Henderson Prism Environmental
Will Smith

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, March 8, 2018

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, March 8, 2018.

3. Approval of Claims

A. Claims Submitted March 22, 2018

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
<u>REDEVELOPMENT COMMISSION</u> Redevelopment Commission Claims March 22, 2018 for approval			
<u>324 RIVER WEST DEVELOPMENT AREA</u>			
CBS Service, LLC	208,753.00	Berlin Place No. 2 Electrical, Mechanical & Plumbing - Division A	
City of South Bend	17,974.39	Reimburse for Engineering Service Rendered	
Gibson-Lewis LLC	266,409.90	Fire Station #4	
1st Source Bank	1,851,229.00	Replenish RDA Funds Spent from Studebaker Bond	
Hull & Associates Inc.		GW/Vapor -Studebaker Site	1,769.14
DLZ		Olive & Tucker Survey / Sample-Sheridan Signal	17,165.00
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>			
HRP Construction, Inc.	21,785.53	Newman Center Site Development Division B & C	
Abonmarche		Perley Primary Center Safe Routes to School Construction Inspection Srvc.	10,311.09
Total	2,366,151.82		29,245.23
Total Of Both Columns	2,395,397.05		

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the claims submitted on Thursday, March 22, 2018.

4. Old Business

5. New Business

A. River West Development Area

1. First Amendment to Development Agreement (GLC Spec II)

Mr. Buckenmeyer presented the First Amendment to Development Agreement for the GLC Spec II project in Ameriplex 80 / 90, on the City's northwest side. As part of the funding in the Development Agreement, the City's expected System Development Charge for this project was to be paid. Inadvertently, GLC was billed and paid this charge. To account for that payment, this Amendment eliminates that part of the funding and allows it to be used for site infrastructure work along with improvements to the lift station that serves this larger area.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the First Amendment to Development Agreement (GLC Spec II) submitted on March 22, 2018.

2. Budget Request (Water Works Projects Cleveland Well Fields North and South)

Ms. Boyles presented a budget request for Water Works projects at the Cleveland North Well Field. This was a project outlined in 2018 TIF budget for the Southside. Many of the Water Works assets, including the wells and associated pumps and motors, have been operating well beyond their useful lives and are in need of replacement to maintain operability and system reliability. Improvements at Cleveland North Well Field include replacement of the bulk fluoride tank, refurbishment of well #5, refurbishment of well #6, and roofing repairs. An updated online analyzer is needed for process control and water quality purposes.

The request for funding will help the South Bend Water Works complete a portion of their 6-Year Partial Capital Improvement and Replacement Plan. This Project was listed as a critical project, and identified in the Indiana Utility Regulatory Commission (IURC) testimony as projects to be funded with TIF in 2018. Commission approval for a budget of \$233,000 is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved a Budget Request (Water Works Projects Cleveland Well Fields North and South) submitted on March 22, 2018.

3. License Agreement (DTSB/Gridiron 2018)

Mr. Relos presented a License Agreement for DTSB's use of the Gridiron in 2018 for the following events: First Fridays, Egg Stravaganza, Summer Fitness Series, Summer Film Series, Art Beat, Downtown Trick or Treating, and Downtown for the Holidays, for the dates and times listed on Exhibit B. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the License Agreement (DTSB/Gridiron 2018) submitted on March 22, 2018.

4. Resolution No. 3430 (Lafayette Building Parking)

Mr. Relos presented Resolution No. 3430, to allow the relocation of parkers near the Lafayette Building, located at 115 S. Lafayette. On October 12, 2017 the Commission approved a budget of \$1.5 million for the stabilization of this historic local landmark. The first step in this process is a new roof, which is under contract and expected to begin next week and take approximately 3 to 4 weeks. There are nine people parking behind the building and four to its south, which will need to be relocated for safety reasons. WNIT can accommodate these parkers in their parking lot about one block to the southwest, for \$40 per space per month.

This Resolution authorizes Mr. Relos and Ms. Mary Ramsdell in Admin & Finance to execute documents for this temporary parking relocation during the Lafayette roofing project. Commission approval in a not-to-exceed of \$1,500 is requested.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Resolution No. 3430 (Lafayette Building Parking) submitted on March 22, 2018.

B. River East Development Area

1. Budget Request (East Race Sewer Analysis Wharf/Commerce)

Ms. Boyles presented a budget request for a sewer analysis in the East Race area of the Wharf and Commerce Center sites. Some of the existing sewer system in this area is thought to be up to 100 years old. With the multiple new developments that are anticipated to connect to this existing network, the anticipated flows versus the available capacity are not well understood. The Wharf Partners, The Commerce Development, and Seitz Park will be new users contributing to the sanitary that eventually empties into the combined sewer along Niles Avenue. In order to ensure adequate infrastructure and available capacity for all users, we would like to engage a consulting engineer to study this area. Commission approval for a \$25,000 budget is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved a Budget Request (East Race Sewer Analysis Wharf/Commerce) submitted on March 22, 2018.

C. South Side Development Area

1. Budget Request (Water Works Projects Olive GAC Plant Improvements)

Ms. Boyles presented a budget request for Water Works projects for the Olive GAC plant improvements. Many of the assets, including the wells and associated pumps and motors, have been operating well beyond their useful lives and are in need of replacement to maintain operability and system reliability. This project involves the rehabilitation of the Olive GAC plant. Replacement of the GAC media is needed for water quality and regulatory compliance. The project also includes upgrades to chlorination and the fluoride system. The natural gas heating unit is also to be replaced.

The request for funding will help the South Bend Water Works complete a portion of their 6-Year Partial Capital Improvement and Replacement Plan. This Project was listed as a critical project, and identified in the Indiana Utility Regulatory Commission (IURC) testimony as projects to be funded with TIF in 2018. Commission approval for a budget of \$786,000 is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the Budget Request (Water Works Projects Olive GAC Plant Improvements) submitted on March 22, 2018.

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, April 12, 2018, 9:30 a.m.

8. Adjournment

Thursday, March 22, 2018, 9:45 a.m.

David Relos, Property Development Manager

Don Inks, Secretary

ITEM: 4A

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims April 12, 2018 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
IDEM	337.50	Professional Services
US Bank	196,500.00	SB Redev Authority Lease Rental Revenue Refunding Bonds, Series 2013 (Century Center Project)
Abonmarche	5,350.00	Lincoln Way W and Charles Martin Sr. Intersection
DLZ	17,165.00	Trucker Dr. / Sample-Sheridan Signal / Olive & Tucker Survey
Commonwealth Development Corp.	4,500.00	Return Earnest money Deposit (Purchase Agreement Terminated because of Tax Credits not Awarded)
Transpo	100,000.00	Semi-Annual Pymt for Main & Colfax Garage Lease
Aecom Technical Services	25,942.15	South Shore Line Station Alternatives Feasibility Study
Opticos Design	6,897.00	South Bend Charrette
<u>422 FUND WEST WASHINGTON DEVELOPMENT AREA</u>		
DLZ	12,193.78	Colfax Ave Two-Way
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Abonmarche	10,311.09	Perley Primary Center Safe Routes to School Construction Inspection Srvc
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
McCormick Engineering	4,725.00	Bowen St. Improvements
Total	383,584.02	



ITEM: 6B1

CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 12, 2018

FROM: David Relos, Property Development Manager *DR*

SUBJECT: Resolution No. 3430
1743 Commerce Drive Disposition Offering Price

Which TIF? (circle one) **River West**; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST:

Attached is Resolution No. 3430, which sets the disposition offering price for 1743 Commerce Drive.

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. 3430.

INTERNAL USE ONLY: Project Code: _____;

Total Amount new/change (inc/dec) in budget: ____-0-_____; Breakdown:

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ Going to BPW for Contracting? Y/N

Is this item ready to encumber now? N/A Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

1400S County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9371 | f 574.235.9021 | www.southbendin.gov

RESOLUTION NO. 3430

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

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

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

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

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

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

ADOPTED at a meeting of the South Bend Redevelopment Commission held on April 12, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

**EXHIBIT A
TO RESOLUTION NO. 3430**

Property	Size	Minimum Offering Price	Proposed Use
1743 Commerce Dr.	<u>35,283 sf +/-</u>	<u>\$28,250</u>	<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 South Bend International Airport, and the surrounding businesses and neighborhood.</p>



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 12, 2018
FROM: David Relos, Property Development Manager *DR*
SUBJECT: Approval of Bid Specifications and Design Considerations
1743 Commerce Drive

Which TIF? (circle one) **River West**; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST:

Attached are the Bid Specifications and Design Considerations for the disposition of 1743 Commerce Drive.

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/change (inc/dec) in budget: ____-0-_____; Breakdown:
Costs: Engineering Amt: _____; Other Prof Serv Amt _____;
Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;
Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____
_____. Going to BPW for Contracting? Y/N
Is this item ready to encumber now? __N/A__ Existing PO# _____ Inc/Dec \$ _____

Bid Specifications & Design Considerations

**Sale of Redevelopment Owned Property
1743 Commerce Drive
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.

Proposals for the reuse of the property must include a basic reuse plan for the site and a project timeline detailing aspects of the site redevelopment and site improvements. During the review process, emphasis will be placed on compatibility with the goals and objectives of the surrounding businesses and neighborhood; South Bend International Airport; and the Development Plan for the River West Development Area.

4. Bidders are prohibited from the use of the property for speculation or land-holding purposes.
5. All other provisions of the River West Development Area Development Plan must be met.



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 12, 2018

FROM: David Relos, Property Development Manager *DR*

SUBJECT: Request to Advertise
1743 Commerce Drive Disposition

Which TIF? (circle one) **River West**; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST:

Attached is the Notice of Intended Disposition of Property (Notice) for 1743 Commerce Drive, in the River West Development Area.

This Notice will be advertised in the South Bend Tribune on April 20 and April 27, 2018.

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/change (inc/dec) in budget: ___-0-_____; Breakdown:

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ . Going to BPW for Contracting? Y/N

Is this item ready to encumber now? ___N/A___ Existing PO# _____ Inc/Dec \$ _____

Notice of Intended Disposition of Property

RIVER WEST DEVELOPMENT AREA
1743 Commerce Drive
South Bend, Indiana

Notice is hereby given that the Redevelopment Commission of the City of South Bend, Indiana, will receive sealed offers for the purchase of certain property situated in the River West Development Area until 9:00 a.m. (local time) on the 10th day of May, 2018 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 10th day of May, 2018 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 1743 Commerce Drive, in 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; South Bend International Airport; and the surrounding businesses and neighborhood.

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 cashier's or 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
James Mueller, Executive Director
Publish Dates: April 20 and April 27, 2018



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 12, 2018

FROM: David Relos, Property Development Manager *DR*

SUBJECT: First Amendment to Parking Lease (La Salle Apartments LLC)

Which TIF? (circle one) **River West**; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST:

This First Amendment to Parking Lease is with the developer who transformed the old Hotel La Salle in to residential apartments, La Salle Apartments LLC. This Amendment is being requested by the developer and financial entity who will provide permanent financing of the project, and amends the original Parking Lease by adding terms that the Lessee (La Salle Apartments LLC) cannot terminate or amend the Lease either (1) unilaterally or (2) in the event the RDC declares bankruptcy. All other terms and conditions of the Lease remain unchanged.

Staff requests approval of this First Amendment to Parking Lease with La Salle Apartments, LLC.

INTERNAL USE ONLY: Project Code: _____;

Total Amount new/change (inc/dec) in budget: ____ -0- _____; Breakdown:

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ . Going to BPW for Contracting? Y/N

Is this item ready to encumber now? __ N/A __ Existing PO# _____ Inc/Dec \$ _____

FIRST AMENDMENT TO PARKING LEASE

THIS FIRST AMENDMENT TO PARKING LEASE (this "Amendment") is made and entered into as of the ___ day of April, 2018, by and between The LaSalle Apartments, LLC, an Indiana limited liability company ("Lessee"), and the South Bend Redevelopment Commission, governing body of the Department of Redevelopment of the City of South Bend, Indiana ("Lessor") (each a "Party," and together the "Parties").

WHEREAS, Lessor and Lessee entered into that certain Parking Lease dated April 21, 2015 (the "Lease"); and

WHEREAS, Lessor and Lessee desire to amend the Lease upon the terms and conditions more particularly set forth herein.

NOW, THEREFORE, intending to be legally bound, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Defined Terms.** Any term used herein which is not specifically defined herein shall have the meaning ascribed thereto in the Lease.

2. **Amendment.** The Lease is hereby amended as necessary to provide that Lessee shall be prohibited from (i) treating the Lease as terminated in the event of Lessor's bankruptcy or (ii) amending, modifying, terminating, surrendering or cancelling the Lease, in each case with respect to (i) and (ii), without the consent of RICHMAC Funding LLC, its successors and/or assigns (the "Mortgagee"), for so long as Mortgagee shall be the mortgagee of record under any mortgage or other instrument encumbering the Project Property and/or Lessee's right, title and interest in and to the Lease.

3. **Ratification of Lease.** Except as otherwise modified or amended by this Amendment, all other terms and conditions of the Lease shall remain unmodified, unamended, and in full force and effect and, except as otherwise modified or amended by this Amendment, the Lease shall continue to be and remain in full force and effect in accordance with its terms, covenants, conditions and provisions. In the Lease, or any instrument, document or other consideration executed or delivered in connection therewith, any reference to the "Lease" shall be deemed and construed to be a reference to the Lease as amended hereby.

4. **Execution Authority.** Each individual signing this Amendment on behalf of its Party represents and warrants that he or she has the full power and authority to execute this Amendment and that upon such execution, its Party shall be fully bound by each and every provision of the Lease, as amended by this Amendment.

5. **Counterparts; Facsimile.** This Amendment may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument. An executed facsimile copy of this Amendment shall be deemed an original for all relevant purposes.


[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Parking Lease as of the date written above.

LESSEE:

THE LASALLE APARTMENTS, LLC,
an Indiana limited liability company

By: Executive Investments, LLC,
its member

By: 

Ronda Shrewsbury Weybright, President

LESSOR:

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

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Third Amendment To Real Estate Purchase Agreement (this “Third Amendment”) is made on April 12, 2018 (the “Effective 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 Michigan Street Shops LLC (as assignee of Cressy & Everett Commercial Corporation (the “Corporation”)), an Indiana limited liability company with its principal place of business at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Seller and the Corporation entered into that certain Real Estate Purchase Agreement dated August 10, 2017, as amended by the First Amendment To Real Estate Purchase Agreement dated December 14, 2017, and as further amended by the Second Amendment To Real Estate Purchase Agreement dated January 25, 2018 (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. The Corporation assigned its rights and obligations under the Purchase Agreement to Buyer and Seller consented to such assignment, as set forth in Seller’s Resolution No. 3424 dated January 11, 2018.

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

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

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Third 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 “two hundred fifty-five (255)” is deleted and replaced by the term “three hundred forty-five (345).”

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

3. Capitalized terms used in this Third 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 Third Amendment To Real Estate Purchase Agreement to be effective on the Effective Date stated above.

BUYER:

Michigan Street Shops LLC,
an Indiana limited liability company



Edward Bradley, Member

Dated: 4.9.18

SELLER:

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

David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

4000.0000038 38,384,09



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 4/11/18

FROM: Jitin Kain

SUBJECT: Amendment to Professional Services Contract with AECOM

Which TIF? (circle one) River West; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST: Additional Scope of Services

Specifics:

The South Bend Station Alternative Feasibility Study being conducted by AECOM is currently underway and wrapping up. The city has asked AECOM for additional scope items to include:

1. Review of capital costs for station alignment proposed through the NICTD study, Present capital costs as a range and estimate station operating and maintenance costs.
2. Wrap up presentation to Council
3. On-call support for any additional items that may come up during wrap up.

Staff requests an additional \$20,000 from the River West TIF to complete the above scope items for the South Shore Feasibility Study.

INTERNAL USE ONLY: Project Code: _____;

Total Amount new/change (inc/dec) in budget: _____; Break down:

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ . Going to BPW for Contracting? Y/N

Is this item ready to encumber now? ___ Existing PO# _____ Inc/Dec \$ _____



CHANGE ORDER FORM

In accordance with the *Agreement between Owner and Engineer for Professional Services* dated October 12, 2017 between South Bend Redevelopment Commission ("Client" or "Owner"), and AECOM Technical Services, Inc., a California corporation, ("AECOM" or "Engineer"), this Change Order, with an effective date of March 7, 2018 modifies that Agreement as follows:

1. **Changes to the Services:** see attached proposal letter dated April 11, 2018 and effective March 7, 2018.

1. Additional Capital Cost and O&M analysis
2. Additional project wrap-up meetings
3. Stakeholder and council briefing presentations
4. On-call support

2. **Change to Deliverables:**

See proposal letter dated April 11, 2018 and effective March 7, 2018.

3. **Change in Project Schedule** (attach schedule if appropriate):

Extension of project through May 31, 2018

4. **Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of **(\$20,000)**. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum [\$]

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of this Change Order is **\$145,000**.

5. **Project Impact:**

No additional impacts.

6. **Other Changes** (including terms and conditions):

NONE



7. All other terms and conditions of the Agreement remain unchanged.
8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

South Bend Redevelopment Commission

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Address

Address

**303 E.Wacker Drive, Suite 1400
Chicago, IL 60601**

**227 West Jefferson Boulevard, Suite 1300
South Bend, IN 46601**

[End of Agreement]

April 11, 2018

Mr. Jitin Kain
Deputy Director, Department of Public
Works
City of South Bend
227 W. Jefferson Blvd.
South Bend, IN 46601
(574) 235-5835
jkain@southbendin.gov

**Re: South Bend Station Alternatives
Feasibility Study**

Dear Mr. Kain:

AECOM Technical Services, Inc. ("AECOM") presents this proposal for supplemental professional services to the City of South Bend ("City") to assess the feasibility of alternate station locations for NICTD's South Shore Line commuter rail service in South Bend. Based on requests by City of South Bend staff in project wrap-up meetings in March 2018, additional project analysis, meetings and presentations are requested, effective March 7, 2018. AECOM will perform the additional services requested by the City of South Bend as defined below.

Additional Scope of Services

Task 5: Capital and O&M Costs

At the teleconference held with City staff on March 7, 2018, the following items of follow-up research were requested of the AECOM Team:

1. Review the capital costs for the Relocated Airport Station alternative, placing them in the FTA cost category format and checking for consistency of assumptions relative to analysis to date by AECOM in this study.
2. Present capital costs for the four station alternatives in a range showing a minimalist solution versus a full one.
3. Estimate station Operations & Maintenance (O&M) costs for each of the alternative sites, including the proposed Relocated Airport Station.

AECOM will request O&M unit cost data from NICTD and capital cost detail for the relocated station Alternative G from NICTD's consultant DLZ to prepare this analysis. The analysis described above will be summarized in a draft memorandum supplemented with tables, and presented to the study working group. \$4,200 is allocated for staff time to support this task; no travel expenses are anticipated.

Task 6: Additional Wrap-Up Meetings

AECOM will support additional wrap-up meetings not scoped in the original contract, Task 4, including a wrap-up presentation by Webex / conference call with the Mayor of South Bend and other City staff, and a separate Webex / conference call with NICTD management to keep them apprised of study findings. Once all meetings are conducted, AECOM will update the final project report and presentation materials, assuming comments are minor in nature and do not require additional research. \$3,900 is allocated for staff time to support this task; no travel expenses are anticipated.

Task 7: Briefing Trip

AECOM staff will support the City providing a presentation to the City Council (open to the public) with opportunity for question and answer. AECOM staff anticipate minimal customization to the presentation materials prepared under the original contract Task 4 to be tailored to the agenda and timeslot. Depending on requested staff coverage (project director, project manager, planning lead and economic lead), time and expense for this task could range from \$7,500 to \$8,000.

Task 8: On-call support

AECOM staff can be available to support the City with presentation content, participation in additional meetings, processing additional comments and requests for update, answering questions, and other tasks on an on-request (time-and-materials) basis. \$4,000 is allocated for staff time to support this task.

Proposed Fee

AECOM estimates this supplement fee, inclusive of fully loaded labor and reimbursable expenses, will range between \$15,600 and **\$20,000** to perform the scope of services as described and scheduled above. Labor will be billed on a cost-plus-fee basis of actual raw hourly rates marked up by our current audited overhead rate of 135.09% with a 10% fee. Expenses will be reimbursed at cost, and may include but are not limited to such items as travel and travel meals, and printing / reproduction. Our labor costs have been based on the assumptions and level of effort included in the scope of services above and on the attached detailed price proposal.

Next Steps

We look forward to the opportunity to review this proposal with you and discussing logistics to continue work on this important analysis. The additional services can be activated by execution of the attached change order document.

Kind regards,



Earl Wacker
Vice President, AECOM
Business Line Lead, Freight Rail, Americas
D: 312.577.6455
M: 219.629.1792
E: earl.wacker@aecom.com



Jen McNeil Dhadwal, AICP
Project Manager
Department Manager, Transportation Planning, Midwest
D: 312.373.7858
M: 312.371.0131
E: jennifer.mcneil@aecom.com

ew\jimd

cc: Eric Horvath, Director, Department of Public Works, City of South Bend
Kara M. Boyles, PhD, PE, City Engineer, City of South Bend

attachments: change order document
price proposal backup and assumptions

60556904

Supplement

4/11/2018

	Project Director	Project Manager	Planning Lead	Sr Real Estate Advisor	Staff Planner
		McNeil			
Total	Wacker, Earl	Dhadwal, Jen	Foyle, Gary A	Brewer, Chris	Page, Hilary
	\$ 123.41	\$ 74.35	\$ 83.23	\$ 74.35	\$ 33.24

Name	Duration	Start Date	Finish Date						
Task 5: Additional Work - Capital and O&M Cost	20 days	3/7/18	3/23/18	20	2	2	14	-	2
Add'l Capital Cost Analysis (New Airport Station)	12 days	3/7/18	3/23/18	6	-	-	4	-	2
Operations & Maintenance Cost Analysis	12 days	3/7/18	3/23/18	6	-	-	6	-	-
Process Comments / NICTD & City Administration / Management	7 days	4/2/18	4/16/18	6	2	-	4	-	-
	20 days	3/19/18	4/30/18	2	-	2	-	-	-
Labor				\$ 1,627.22	\$ 246.82	\$ 148.70	\$ 1,165.22	\$ -	\$ 66.48
OH				135.09% \$ 2,198.21	\$ 333.43	\$ 200.88	\$ 1,574.10	\$ -	\$ 89.81
Fee				10.00% \$ 382.54	\$ 58.02	\$ 34.96	\$ 273.93	\$ -	\$ 15.63
Expense				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				\$ 4,207.97	\$ 638.27	\$ 384.54	\$ 3,013.25	\$ -	\$ 171.92
Task 6: Additional Wrap-Up Meetings	26 days	3/26/18	4/30/18	20	2	10	3	3	2
Project Wrap Up Conf Call with Mayor (3/29/18)	1 day	3/26/18	3/30/18	4	-	4	-	-	-
Project Wrap Up Conf Call with NICTD (4/2/18)	1 day	3/30/18	4/2/18	5	1	2	1	1	-
Finalize Project Report / Comments	5 days	4/10/18	4/18/18	10	1	3	2	2	2
Administration / Management	20 days	3/19/18	4/30/18	1	-	1	-	-	-
Labor				\$ 1,510.95	\$ 246.82	\$ 724.91	\$ 249.69	\$ 223.05	\$ 66.48
OH				135.09% \$ 2,041.15	\$ 333.43	\$ 979.28	\$ 337.31	\$ 301.32	\$ 89.81
Fee				10.00% \$ 355.21	\$ 58.02	\$ 170.42	\$ 58.70	\$ 52.44	\$ 15.63
Expense				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				\$ 3,907.31	\$ 638.27	\$ 1,874.62	\$ 645.70	\$ 576.81	\$ 171.92
Task 7: Briefing Trip	40 days	3/26/18	4/30/18	31	8	3	9	9	2
Additional Presentation materials for Briefings	10 days	4/12/18	4/18/18	6	-	2	1	1	2
Council Presentation	2 days	4/19/18	4/19/18	24	8	-	8	8	-
Administration / Management	20 days	3/19/18	4/30/18	1	-	1	-	-	-
Labor				\$ 2,695.03	\$ 987.28	\$ 223.05	\$ 749.07	\$ 669.15	\$ 66.48
OH				135.09% \$ 3,640.72	\$ 1,333.72	\$ 301.32	\$ 1,011.92	\$ 903.95	\$ 89.81
Fee				10.00% \$ 633.57	\$ 232.10	\$ 52.44	\$ 176.10	\$ 157.31	\$ 15.63
Expense				\$ 870.00	\$ 100.00	\$ 200.00	\$ 375.00	\$ 175.00	\$ -
Total				\$ 7,839.32	\$ 2,653.10	\$ 776.81	\$ 2,312.09	\$ 1,905.42	\$ 171.92
Task 8: On-Call Support	5 days	3/26/18	4/30/18	20	2	4	6	6	2
Ad-Hoc Support	5 days	3/26/18	4/30/18	18	2	2	6	6	2
Administration / Management	20 days	3/26/18	4/30/18	2	-	2	-	-	-
Labor				\$ 1,556.18	\$ 246.82	\$ 297.40	\$ 499.38	\$ 446.10	\$ 66.48
OH				135.09% \$ 2,102.24	\$ 333.43	\$ 401.76	\$ 674.61	\$ 602.64	\$ 89.81
Fee				10.00% \$ 365.84	\$ 58.02	\$ 69.92	\$ 117.40	\$ 104.87	\$ 15.63
Expense				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				\$ 4,024.27	\$ 638.27	\$ 769.07	\$ 1,291.39	\$ 1,153.61	\$ 171.92
Total				90.75	14	18.75	32	18	8
Labor				\$ 7,389.38	\$ 1,727.74	\$ 1,394.06	\$ 2,663.36	\$ 1,338.30	\$ 265.92
OH				135.09% \$ 9,982.32	\$ 2,334.00	\$ 1,883.24	\$ 3,597.93	\$ 1,807.91	\$ 359.23
Fee				10.00% \$ 1,737.17	\$ 406.17	\$ 327.73	\$ 626.13	\$ 314.62	\$ 62.52
Expense				\$ 870.00	\$ 100.00	\$ 200.00	\$ 375.00	\$ 175.00	\$ -
Subtotal (Rounded)				\$ 19,979.00	\$ 4,567.92	\$ 3,805.03	\$ 7,262.42	\$ 3,635.83	\$ 687.67
Total (Rounded)									

Hotel (Foyle, Brewer) \$ 125.00
 Per Diem Meals \$ 25.00
 Rental Car / Gas / Tolls (2 day) \$ 200.00
 Printing \$ 200.00

**FIRST AMENDMENT TO AMENDED AND RESTATED
AGREEMENT FOR THE LEASE AND DEVELOPMENT OF REAL PROPERTY
WITHIN THE SOUTH BEND CENTRAL DEVELOPMENT AREA
BY AND BETWEEN THE SOUTH BEND REDEVELOPMENT COMMISSION
AND MEMORIAL HOSPITAL OF SOUTH BEND, INC.**

This First Amendment to Amended and Restated Agreement for the Lease and Development of Real Property within the South Bend Central Development Area by and between the South Bend Redevelopment Commission and Memorial Hospital of South Bend, Inc. (this "First Amendment") is effective as of April 13, 2018 (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 Memorial Hospital of South Bend, Inc. (the "Developer") (each a "Party" and together the "Parties").

RECITALS

A. The Commission and the Developer entered into that certain Amended and Restated Agreement for the Lease and Development of Real Property within the South Bend Central Development Area by and between the South Bend Redevelopment Commission and Memorial Hospital of South Bend, Inc. dated January 23, 1998 and recorded as Document Number 9804642 (the "Development Agreement"), for the lease and development of Property (as defined in the Development Agreement) located in the City of South Bend.

B. The Parties desire to amend the Development Agreement as set forth in this First Amendment.

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

1. Section XII is deleted in its entirety and replaced by the following:

Section XII. Parking Garage Leasable Space

The Commission and the Developer agree that approximately 11,000 square feet of floor space in and along the eastern boundary of the Parking Garage (the "Leasable Space") will be made available for rent to the public by the Commission. The use of any parcel within the Leasable Space shall be governed by the use regulations set forth in the City of South Bend Zoning Ordinance specific to the zoning district of that parcel.

2. Exhibit H to the Development Agreement is deleted in its entirety.
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 Agreement unless otherwise stated herein.

5. This First Amendment will be governed and construed in accordance with the laws of the State of Indiana.

6. This First Amendment may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

[Signature page follows.]

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

SOUTH BEND REDEVELOPMENT
COMMISSION

David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public for and in said County and State this ____ day of _____, 2018, personally appeared David Varner and Donald E. Inks, to me known to be the Vice President and Secretary, respectively, of the South Bend Redevelopment Commission, and acknowledged execution of the foregoing First Amendment To Amended And Restated Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(SEAL)

_____, Notary Public

Commission expires: _____

Resident of _____ County, _____

MEMORIAL HOSPITAL OF SOUTH BEND, INC.,
an Indiana non-profit corporation

By: 
Larry A. Tracy, Jr., President

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

Before me, the undersigned, a Notary Public for and in said County and State this 12th day of April, 2018, personally appeared Larry A. Tracy, Jr., to me known to be the President of Memorial Hospital of South Bend, Inc., and acknowledged execution of the foregoing First Amendment To Amended And Restated Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(SEAL)

 692091

Mariellan I. Weaver, Notary Public

Commission expires: 12/05/2024

Resident of 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. Elliot A. Anderson.

Prepared by Elliot A. Anderson, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.



Department of
Community Investment

Memorandum

April 6, 2018

TO: Redevelopment Commission
FROM: Chris Dressel, Staff *CD*
SUBJECT: Professional Services for Brownfields Activities

Staff requests the Redevelopment Commission's approval to fund a professional services agreement with Kolata Enterprises LLC (Ann Kolata) for brownfields activities. The proposal for professional services is in an amount not to exceed Ten Thousand Dollars (\$10,000).

Kolata Enterprises will consult with and report to the City Brownfields Coordinator in carrying out all work assigned including: Planning and implementation of the Remediation Work Plans for the Indiana Voluntary Remediation Program for Oliver Industrial Park and for Studebaker Area A (Ignition Park) as well as assessing and developing strategies to address brownfields issues within the City.

If you should have any questions or are in need of more information, please feel free to contact me at either cdressel@southbendin.gov or 235-5847.

