



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, April 26, 2018 9:30 a.m.

1. Roll Call

2. Approval of Minutes

A. Minutes of the Rescheduled Meeting of Friday, April 13, 2018

3. Approval of Claims

A. Claims Submitted April 26, 2018

4. Old Business

5. New Business

A. River West Development Area

1. Resolution No. 3432: (Disposition Offering Price 1522-1536 Prairie)
2. Approval of Bid Specifications (1522-1536 Prairie)
3. Request to Advertise (1522-1536 Prairie)
4. Redevelopment Authority Lease Termination Agreement (Morris PAC)
5. Redevelopment Authority Lease Termination Agreement (HOF)
6. Budget Request: (Bowman Creek/Ravina Park)
7. Budget Request: (Ameritech Drive Pavement Improvements)
8. Budget Request: (Downtown Streetscape – Cross Streets)
9. Budget Request: (Tucker Drive)
10. Second Amendment to Development Agreement (Heading for Home LLC)
11. Temporary License Agreement For Site Examination (Great Lakes Capital Development LLC) D
12. Lafayette Building (Environmental Services Contract)

B. River East Development Area

1. Certificate of Completion (Newman Center)
2. License Agreement (Earth Designs Real Estate, LLC)

C. West Washington Development Area

1. Budget Request: (City Cemetery Area Improvements - Phase I Construction)

6. Progress Reports

- A. Tax Abatement
- B. Common Council
- C. Other
 - a. Tax Credit Projects

7. Next Commission Meeting:

Thursday, May 10, 2018, 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.

ITEM: 2A



South Bend
Redevelopment Commission
227 West Jefferson Boulevard, Room 1308, South Bend, IN

**SOUTH BEND REDEVELOPMENT COMMISSION
RESCHEDULED MEETING**

April 13, 2018
10:00 a.m.
Presiding: Dave Varner, Vice-President

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 10:00 a.m.

1. ROLL CALL

- Members Present: Dave Varner, Vice-President
Don Inks, Secretary
Gavin Ferlic, Commissioner
- Members Absent: Marcia Jones, President
Quentin Phillips, Commissioner
Leslie Wesley, Commissioner
- Legal Counsel: Elliot A. Anderson, Esq.
- Redevelopment Staff: David Relos, RDC Staff
Mary Brazinsky, Board Secretary

- Others Present: Elizabeth Leonard Inks
Jitin Kain
Conrad Damian
- DCI
Engineering
718 E Broadway

South Bend Redevelopment Commission
Rescheduled Regular Meeting – April 13, 2018

2. Election of Officers

Dr. Varner suggested to continue with the current slate of officers of Marcia Jones, President, Dave Varner, Vice-President and Don Inks, Secretary.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks. The motion passed unanimously, the Commission approved keeping the current slate of officers for 2018.

3. Approval of Minutes

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

4. Approval of Claims

A. Claims Submitted April 13, 2018

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
REDEVELOPMENT COMMISSION			
Redevelopment Commission Claims April 12, 2018 for approval			
324 RIVER WEST DEVELOPMENT AREA			
IDEM	337.50	Professional Services	
US Bank	196,500.00	SB Redevel Authority Lease Rental Revenues 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	
WNIT		Service for 12 Parking Spaces	480.00
Lawson-Fisher Associates P.C.		Survey and Preliminary design for Improvement West Bank Trail	1,828.50
Lochmüller Group		Survey	9,381.25
422 FUND WEST WASHINGTON DEVELOPMENT AREA			
DLZ	12,193.78	Colfax Ave Two-Way	
Meridian Title		Acquisition of 1107 - 1109 W. Colfax	28,548.30
429 FUND RIVER EAST DEVELOPMENT TIF			
Abonmarche	10,311.09	Perley Primary Center Safe Routes to School Construction Inspection Svc	
Lawson-Fisher Associates P.C.		Corby St. Storm Sewer System Evaluation	6,930.32
Walsh & Kelly Inc.		East Bank Sewer Separation - Ph. V	80,297.15
430 FUND SOUTH SIDE TIF AREA #1			
McCormick Engineering	4,725.00	Bowen St. Improvements	
Jones Petrie Rafinski		St. Joseph Streetscape Improvements	2,322.50
Total	383,584.02		129,788.02
Total Both Columns	513,372.04		

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved the claims submitted on Friday, April 13, 2018.

5. Old Business

6. New Business

A. Receipt of Bids

1. 2401 Western Avenue

Mr. Relos stated Receipt of Bids were due on Thursday, April 12, 2018 at 9:00 am and no bids were received. This is the former PNA site at 2401 Western Avenue at Olive. As no bids were received, after 30 days the Commission may entertain negotiated offers.

B. River West Development Area

1. Resolution No. 3430: (Disposition Offering Price 1743 Commerce Drive)

Mr. Relos presented Resolution No. 3430, which is the Disposition Offering Price of 1743 Commerce Drive. This Resolution sets the disposition offering price for this property at \$28,250, which is the average of two appraisals completed for this property, located at the corner of Voorde and Terminal Drive.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3430: (Disposition Offering Price 1743 Commerce Drive) submitted on April 13, 2018.

2. Approval of Bid Specifications and Design Considerations (1743 Commerce Drive)

Mr. Relos presented the Approval of Bid Specifications and Design Considerations for 1743 Commerce Drive. The Bid Specifications outline the uses and development requirements that will be considered for this site.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Approval of Bid Specifications and Design Considerations (1743 Commerce Drive) submitted on April 13, 2018.

3. Request to Advertise (1743 Commerce Drive)

Mr. Relos presented a Request to Advertise for 1743 Commerce Drive. This disposition property will be advertised in the South Bend Tribune on April 20 and April 27, 2018.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Request to Advertise (1743 Commerce Drive) submitted on April 13, 2018.

4. First Amendment to Parking Lease (The LaSalle Apartments, LLC)

Mr. Relos presented this First Amendment to Parking Lease with The LaSalle Apartments, LLC. This Lease is for the parking lot on Michigan St. between the Hotel LaSalle and Morris Civic, and supported the conversion of the Hotel to residential apartments and ground floor commercial space. The financing of this project is currently under a construction loan. The project has been completed and La Salle Apartments LLC is seeking permanent financing. The lender has asked for a clause to be added to the parking lease, stating if the Commission were to declare bankruptcy the Lease cannot be terminated, in addition to any changes or amendments to the parking lease without the lenders prior approval. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved First Amendment to Parking Lease (The LaSalle Apartments, LLC) submitted on April 13, 2018.

5. Third Amendment to Real Estate Purchase Agreement (Michigan Street Shops LLC)

Mr. Relos presented this Third Amendment to Real Estate Purchase Agreement with Michigan Street Shops LLC. This extends the due diligence period for an additional 90 days to complete a couple outstanding due diligence items.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Third Amendment to Real Estate Purchase Agreement (Michigan Street Shops LLC) submitted on April 13, 2018.

6. Amendment to Professional Services Contract with AECOM

Mr. Kain presented an Amendment to Professional Services Contract with AECOM. The South Bend Station Alternative Feasibility Study being conducted by AECOM is currently underway and wrapping up with a presentation scheduled for April 19th. The City has asked AECOM for additional scope items that DLZ had done which were not apples to apples, including: 1. Review of capital costs for station alignment proposed through the NICTD study by presenting capital costs as a range and estimate of station operating and maintenance costs. 2. A wrap up presentation to Council and 3. On-call support for any additional items that may come up during the wrap up. Commission approval for an additional \$20,000 to complete the scope of the Study is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Amendment to Professional Services Contract with AECOM submitted on April 13, 2018.

7. First Amendment To Amended And Restated Agreement For The Lease And Development Of Real Property (Memorial Hospital of South Bend, Inc.)

Mr. Relos presented a First Amendment To Amended And Restated Agreement For The Lease And Development Of Real Property with Memorial Hospital of South Bend, Inc. This amends the 1998 Agreement the Commission entered into with Memorial Hospital when they were building the Leighton Health Plex building, being prior to the overhaul of City zoning ordinances. The Agreement listed certain use restrictions on the Michigan Street Shops, and this Amendment deletes those restrictions and will now follow the CBD zoning ordinance. Commission approval is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved First Amendment To Amended And Restated Agreement For The Lease And Development Of Real Property (Memorial Hospital of South Bend, Inc.) submitted on April 13, 2018.

C. Other

1. Professional Services for Brownfields Activities

Mr. Relos presented the Professional Services Agreement for Brownfields Activities. This Professional Services Agreement funds \$10,000 for consulting work with Kolata Enterprises, LLC, for continued Brownfields activities. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Professional Services for Brownfields Activities submitted on April 13, 2018.

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

Thursday, April 13, 2018, 10:12 a.m.

David Relos, Property Development Manager

Don Inks, Secretary

ITEM: 3A

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims April 26, 2018 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
CBS Service, LLC	223,428.13	Berlin Place No. 2 Electrical, Mechanical & Plumbing - Division A
City of South Bend	19,252.50	Legal Services
Torti Gallas & Partners	7,000.00	Loading Study to Develop A Concept Plan Test FI Space & Pking Capacity
A & Z Engineering, LLC	13,462.50	SB BPW Airport Annexation A&Z Survey
WNIT	440.00	Service for 12 Parking Spaces
DLZ	3,190.00	Olive & Tucker Survey
Jones Petrie Rafinski	16,450.00	Downtown East-West Streetscape
Abonmarche	5,500.00	Lincoln Way West & Charles Martin Sr. Intersection
Rieth Riley Construction, Co.	13,046.26	Downtown Mill & Asphalt Overlay
United Consulting	3,418.67	Coal Line Trail Ph I
Walsh & Kelly Inc.	242,380.56	Marriott Hotel Site Development at HOF Ph. 3 Division A, B & C
Gibson-Lewis, LLC	169,252.83	Fire Station #4
Hull & Associates Inc	3,326.57	GW & Vapor Intrusion Evalualtion
<u>422 FUND WEST WASHINGTON DEVELOPMENT AREA</u>		
Yvonne Nugent	150.00	Relocation Business Self Move Based on PPMO Brochure
DLZ	22,580.00	Colfax Ave Two-Way
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Abonmarche	4636.04	Perley Primary Center Safe Routes to School Construction Inspection Srvc.
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
McCormick Engineering	7,762.50	Bowen St. Improvements
American Structurepoint	735.00	Traffic Impact on 3 Signalized
Donohue & Associates	2,175.00	South Well Field Improvements
US Bank	6,055.75	Erskine Clubhouse Assessment
Kil Architecture Planning	6,569.00	Erskine Clubhouse Assessment
Total	770,811.31	



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 26, 2018
FROM: David Relos, Property Development Manager
SUBJECT: Resolution No. 3432
1522 – 1536 Prairie Disposition Offering Prices

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

PURPOSE OF REQUEST:

Attached is Resolution No. 3432, which sets the disposition offering prices for 1522 – 1536 Prairie.

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

Staff requests approval of Resolution No. 3432.

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 \$ _____

RESOLUTION NO. 3432

**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 26, 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. 3432**

Property	Size	Minimum Offering Price	Proposed Use
1522 Prairie (18-8053-2127)	10,857 sf +/-	<u>\$30,000</u>	Commercial projects that are permitted within the Light Industrial zoning designation. Strong emphasis will be placed during the review process on compatibility with the goals and objectives of the River West Development Area, the Ignition Park planning area, and the surrounding businesses and neighborhood.
1522 & 1524 Prairie (18-8053-2127 and 18-8053-2129)	16,236 sf +/-	<u>\$33,500</u>	
1526 – 1536 Prairie (18-8053-2130 and 18-8053-2131)	16,335 sf +/-	<u>\$10,650</u>	



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 26, 2018
FROM: David Relos, Property Development Manager
SUBJECT: Approval of Bid Specifications and Design Considerations
1522 – 1536 Prairie

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 1522 – 1536 Prairie.

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
1522 – 1536 Prairie
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; the Ignition Park planning area; 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 26, 2018
FROM: David Relos, Property Development Manager
SUBJECT: Request to Advertise
1522 – 1536 Prairie 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 1522 – 1536 Prairie, in the River West Development Area.

This Notice will be advertised in the South Bend Tribune on May 4 and May 11, 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
1522 – 1536 Prairie
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 24th 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 24th 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 1522 – 1536 Prairie, in the River West Development Area, South Bend, Indiana. Any proposal submitted must be for the parcels as combined. 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, the Ignition Park planning area, 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: May 4 and May 11, 2018



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 26, 2018

FROM: David Relos, Property Development Manager

SUBJECT: Redevelopment Authority Lease Termination Agreement (Morris PAC)

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

PURPOSE OF REQUEST:

Since the bonds on the Morris Performing Arts Center Project have been retired, and the Redevelopment Commission, as Lessee under the recorded Lease with the Redevelopment Authority has met its obligations, this Lease Termination Agreement will be recorded to acknowledge that the Lease is terminated and of no further force or effect.

The Redevelopment Authority approved this Agreement at its April 16th meeting.

Staff requests approval of this Lease Termination Agreement.

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 \$ _____

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is made on April 26, 2018 (the "Effective Date"), by and between the South Bend Redevelopment Authority, a body corporate and politic organized and existing under Indiana Code 36-7-14.5 ("Lessor"), and the South Bend Redevelopment Commission, governing body of the South Bend Department of Redevelopment ("Lessee") (each a "Party," and together the "Parties").

RECITALS

A. Lessor exists and operates pursuant to I.C. 36-7-14.5 (the "Act") as a separate body corporate and politic and an instrumentality of the City of South Bend, Indiana (the "City"), and Lessee exists and operates pursuant to I.C. 36-7-14.

B. In furtherance of its purposes under the Act, Lessor owns and leases to Lessee certain real property and improvements located in the City and commonly known as the Palais Royale and Morris Performing Arts Center Complex (the "Facility"), pursuant to a certain Lease dated March 1, 1992 and recorded August 26, 1992 as Document Number 9231102, as amended by the Addendum to Lease dated August 7, 1992 and recorded August 26, 1992 as Document Number 9231103, and by the Amended and Restated Lease dated May 1, 1997 and recorded March 4, 1998 as Document Number 9809856, and as further amended by the Addendum to Lease dated January 15, 1998 and recorded March 4, 1998 as Document Number 9809857, the Addendum to Lease dated March 1, 1998 and recorded March 4, 1998 as Document Number 9809858, and the Addendum to Lease dated January 24, 2000 and recorded February 2, 2000 as Document Number 0005821 (collectively, the "Lease"), in connection with the South Bend Redevelopment Authority Lease Rental Revenue Refunding Bonds of 2009 (Morris Performing Arts Center Project) issued by Lessor for the construction to the Facility (the "Bonds").

C. The Bonds have been retired and Lessee has satisfied its obligations under the Lease, and the Parties now desire to terminate the Lease and to place of record the termination.

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

1. Termination. The Lease, including all of the Parties' covenants, rights, and obligations thereunder, is hereby released and terminated and of no further force or effect.
2. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.
3. Recordation. Promptly following execution, the Parties will record this Agreement in the Office of the Recorder of St. Joseph County, Indiana.

IN WITNESS WHEREOF, the Parties hereby execute this Lease Termination Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT AUTHORITY

Richard Klee
Richard Klee, President

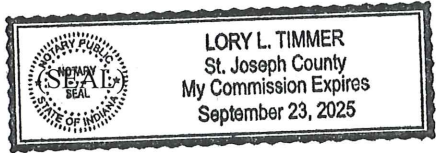
ATTEST:

Erin Hanig
Erin Hanig, Vice President

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

Before me, the undersigned, a Notary Public for and in said County and State this 16th day of April, 2018, personally appeared Richard Klee and Erin Hanig, to me known to be the President and Vice President, respectively, of the South Bend Redevelopment Authority, the Lessor, and acknowledged execution of the foregoing Lease Termination Agreement.

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



Lory L. Timmer
Lory L. Timmer, Notary Public

Commission expires: September 23, 2025 Resident of St. Joseph County, IN

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, the Lessee, and acknowledged execution of the foregoing Lease Termination Agreement.

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

(SEAL)

_____, Notary Public

Commission expires: _____ Resident of _____ County, _____

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.



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 26, 2018

FROM: David Relos, Property Development Manager

SUBJECT: Redevelopment Authority Lease Termination Agreement (HOF)

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

PURPOSE OF REQUEST:

Since the bonds on the Hall of Fame have been retired, and the Redevelopment Commission, as Lessee under the recorded Lease with the Redevelopment Authority has met its obligations, this Lease Termination Agreement will be recorded to acknowledge that the Lease is terminated and of no further force or effect.

The Redevelopment Authority approved this Agreement at its April 16th meeting.

Staff requests approval of this Lease Termination Agreement.

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 \$ _____

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is made on April 26, 2018 (the "Effective Date"), by and between the South Bend Redevelopment Authority, a body corporate and politic organized and existing under Indiana Code 36-7-14.5 ("Lessor"), and the South Bend Redevelopment Commission, governing body of the South Bend Department of Redevelopment ("Lessee") (each a "Party," and together the "Parties").

RECITALS

A. Lessor exists and operates pursuant to I.C. 36-7-14.5 (the "Act") as a separate body corporate and politic and an instrumentality of the City of South Bend, Indiana (the "City"), and Lessee exists and operates pursuant to I.C. 36-7-14.

B. In furtherance of its purposes under the Act, Lessor leases to Lessee certain real property and improvements located in the City and commonly known as the College Football Hall of Fame, pursuant to a certain Lease dated November 1, 1993 (Nos. 9423717 and 9351906), as amended by the Addendum to Lease dated June 3, 1994 (Nos. 9423718 and 9424203), and as further amended by a Second Addendum to Lease dated July 1, 1994 (No. 9425893), Third Addendum to Lease dated November 20, 2000 (Nos. 0055375 and 0055069), Fourth Addendum to Lease dated August 16, 2011 (No. 1120940), and Fifth Addendum to Lease dated June 20, 2016 (No. 1615725) (collectively, the "Lease"), in connection with the Authority's Taxable Lease Rental Revenue Refunding Bonds (College Football Hall of Fame Project) (the "Bonds").

C. The Bonds have been retired and Lessee has satisfied its obligations under the Lease, and the Parties now desire to terminate the Lease and to place of record the termination.

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

1. Termination. The Lease, including all of the Parties' covenants, rights, and obligations thereunder, is hereby released and terminated and of no further force or effect.
2. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.
3. Recordation. Promptly following execution, the Parties will record this Agreement in the Office of the Recorder of St. Joseph County, Indiana.

IN WITNESS WHEREOF, the Parties hereby execute this Lease Termination Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT AUTHORITY

Richard Klee
Richard Klee, President

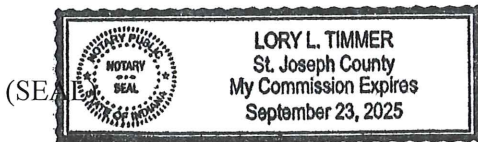
ATTEST:

Erin Hanig
Erin Hanig, Vice President

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

Before me, the undersigned, a Notary Public for and in said County and State this 16th day of April, 2018, personally appeared Richard Klee and Erin Hanig, to me known to be the President and Vice President, respectively, of the South Bend Redevelopment Authority, the Lessor, and acknowledged execution of the foregoing Lease Termination Agreement.

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



Lory L. Timmer
Lory L. Timmer, Notary Public

Commission expires: September 23, 2025 Resident of St. Joseph County, IN

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, the Lessee, and acknowledged execution of the foregoing Lease Termination Agreement.

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

(SEAL)

_____, Notary Public

Commission expires: _____

Resident of _____ County, _____

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.



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 25, 2018
FROM: Kara Boyles, City Engineer
SUBJECT: Budget Request – Bowman Creek/Ravina Park

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

PURPOSE OF REQUEST: Additional funding request in the amount of \$40,000 for the construction of park improvements.

Specifics: This project includes the streambank restoration to portions of Bowman Creek within Ravina Park, including toewood structure and soil bench stabilization measures and installation of erosion control fabric and live stakes for erosion control. The project will also include pedestrian improvements in Ravina Park including the installation of concrete walk and pavement as part of a stream overlook, as well as site grading and landscape improvements. Estimated at \$236K, this project will be funded by a combination of funding: \$100K Pokagon Band donation, \$80K from RWDA TIF, and MVH for the new sidewalks along the northern and eastern park edges.

INTERNAL USE ONLY: Project Code: 17J034;
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 \$ _____



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 25, 2018

FROM: Kara Boyles, City Engineer

SUBJECT: Budget Request – Ameritech Drive Pavement Improvements 117-057

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

PURPOSE OF REQUEST: Funding request in the amount of \$450,000 for the construction of the improvements described below.

Specifics: This project includes road reconstruction improvements at Ameritech Drive, south of Cleveland Road. An alternate for milling and resurfacing north of Cleveland Road will be included as well. Plans are 90% complete with a total estimated construction cost of \$446K for both of the north and south portions. The Board of Public Works will accept bids for this project on May 22, 2018.

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 \$ _____



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 25, 2018

FROM: Kara Boyles, City Engineer

SUBJECT: Budget Request – Downtown Streetscape – Cross Streets 117-041A

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

PURPOSE OF REQUEST: Additional funding request in the amount of \$1.1M for the construction of the improvements described below.

Specifics: As part of the City’s continuing effort to implement “complete streets”, and following up to the One-way to Two-way Conversion project, the first of many “Cross Streets” projects will be constructed in 2018. The initial project will focus on Colfax, between Main St. and Michigan St., and the portion of Michigan between Colfax and LaSalle – The Morris plaza right-of-way. This streetscape project will address element below ground as well as typical above ground lighting, landscaping, curbs and sidewalks, etc.

The Board of Public Works awarded this project to Walsh & Kelly on April 24, 2018 in the amount of \$1,659,060.60, subject to RDC budget approval.

INTERNAL USE ONLY: Project Code: 17J012 _____;

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 \$ _____



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 25, 2018
FROM: Kara Boyles, City Engineer
SUBJECT: Budget Request – Tucker Drive 116-118A

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

PURPOSE OF REQUEST: Additional funding request in the amount of \$130,000 for the design and construction of the improvements described below.

Specifics: This project was initiated at the bequest of Steel Warehouse of South Bend. In order to find the most economical solution to their concerns, Steel Warehouse donated the right-of-way to build the new intersection which will allow safe turning radii for trucks entering onto Olive Street. This element of work was not included in the County’s Olive/Sample Overpass Rehabilitation. Work to be performed includes pavement and curb removal, earthwork, concrete paving, integral curb, concrete drives, Inlets, Manholes, storm sewers, underground stormwater infiltration system, site restoration, signing and pavement markings. The Board of Public Works awarded this project to Walsh & Kelly on April 24, 2018 in the amount of \$283,972.77, subject to RDC budget approval.

INTERNAL USE ONLY: Project Code: 17J016 ;
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 \$ _____



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: 4/26/ 2018
FROM: Daniel Buckenmeyer, Director Business Development
SUBJECT: Heading for Home LLC

PURPOSE OF REQUEST:
Specifics:

The Department of Community Investment is requesting a sum of up to \$230,000 from the Riverwest TIF for plaza and landscape improvements to the City owned property that connects the center field stadium entrance to Lafayette Boulevard. This area was the diagonal sidewalk through the formerly grass parking lots. These improvements will create an attractive pedestrian environment for game day events and public space for day to day use.

INTERNAL USE ONLY: Project Code: _____
Total Amount new/change (inc/dec) in budget: \$230,000; broken down by:
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Going to BPW for Contracting? Y/N Is this item ready to encumber now? _____
Existing PO# _____ Inc/Dec \$ _____

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment To Development Agreement (this “Second Amendment”), is effective as of April 26, 2018 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Heading for Home LLC, a Delaware limited liability company with offices at 501 W. South St., South Bend, Indiana 46601 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Parties entered into that certain Development Agreement dated August 25, 2016, as amended by the First Amendment dated June 15, 2017, concerning the Developer’s development of the Developer Property as a mixed-use project including, without limitation, residential, commercial, and retail/hospitality uses (collectively, the “Development Agreement”).

B. In order to further support the Developer’s improvements to the Developer Property, the Parties desire to amend the terms of the Development Agreement as set forth in this Second Amendment.

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

1. In Section 1.3 of the Development Agreement, which defines the Commission’s Funding Amount, the term “Three Million Eight Hundred Eighteen Thousand Dollars (\$3,818,000.00) is deleted and replaced by the term “Four Million Forty-Eight Thousand Dollars (\$4,048,000.00).”

2. In Section 1.4 of the Development Agreement, which defines the Developer’s Private Investment, the term “Nineteen Million Four Hundred Eighty-Three Thousand Dollars (\$19,483,000.00)” is deleted and replaced by the term “Twenty Million Three Hundred Twenty Thousand Dollars (\$20,320,000.00).”

3. The Developer hereby expressly reaffirms its obligations under the Development Agreement, and, unless expressly modified by this Second Amendment, the terms and provisions of the Development Agreement remain in full force and effect.

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

5. The recitals set forth above are hereby incorporated into the operative provisions of this Second Amendment.

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

7. This Second 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.

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

COMMISSION:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

DEVELOPER:

HEADING FOR HOME LLC,
a Delaware limited liability company

By: _____
Name: Andrew Berlin
Title: Manager

4000.0000069 31,917,577

TEMPORARY LICENSE AGREEMENT FOR SITE EXAMINATION

This Temporary License Agreement For Site Examination (this “Agreement”) is made on April 26, 2018 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”) and Great Lakes Capital Development LLC, an Indiana limited liability company with its registered office address at 112 West Jefferson Blvd., Suite 200, South Bend, Indiana 46601 (the “Company”) (each a “Party,” and collectively, the “Parties”).

RECITALS

A. The Commission owns certain real property located within the River West Development Area of the City of South Bend, Indiana (the “City”), as more particularly described in attached Exhibit A (the “Property”).

B. The Company serves as the broker representative of a party interested in purchasing the Property from the Commission, and the Parties are in discussions concerning a prospective transaction.

C. On November 20, 2017, the Parties entered into a certain Temporary License Agreement For Site Examination, as amended by the First Amendment dated December 14, 2017 (collectively, the “First License”), which authorized the Company to temporarily access and use the Property for its examination of and extraction of soil borings from the same, and which First License expired on March 31, 2018.

D. On behalf of its client, the Company now desires to regain temporary access to and use of the Property to continue its examination of the Property and to extract additional soil borings in and around the location of planned improvements to the Property for the purpose of further evaluating the suitability of soils present on the Property for construction purposes (the “Examination”).

E. The Commission is willing to permit the Company to regain access to and temporarily use the Property for the Examination, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Commission grants to the Company, and its agents and contractors, a temporary, non-exclusive license to enter and use the Property for the purpose of conducting the Examination, provided that the Company’s use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws (the “Second License”).

2. The Company’s Second License to conduct the Examination on the Property will be effective from the Effective Date of this Agreement until the earlier of (a) the date upon which the Company’s agents and/or contractors have completed the Examination, and (b) July 26, 2018

(the “Term”), provided, however, that the Commission (or its authorized representative) may revoke and terminate the Second License at any time for any reason, as determined in its, his, or her sole discretion.

3. The Company agrees to exercise its best efforts to minimize any disruption of or interference with the permitted use of the Property by the Commission, the City, or any licensee of the Commission or the City, and the Company will not block or impede vehicular traffic or any other lawful use of the public rights-of-way surrounding the Property. The Company agrees to communicate with and cooperate in good faith with the Commission’s and the City’s representatives in advance of the Examination in order to coordinate the Company’s access to and use of the Property with the least possible disruption of said users and areas.

4. The Company understands and agrees that neither the Commission nor the City will be liable for any loss, damage, destruction, or theft of any personal property of the Company or its agents and/or contractors or any bodily harm or injury that may result from the Company’s use of the Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of all persons on the Property and any personal property the Company or its agents or contractors uses on the Property in connection with the Examination.

5. The Company agrees that its agents and/or contractors will not store any supplies, materials, goods, or personal property of any kind on the Property or otherwise use the Property for any purposes not expressly provided for in this Agreement. The Company will not, without the prior written consent of the City, cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

6. The Company understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations, if any, needed to conduct the Examination. The Company understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to the Examination.

7. To the extent that any portion of the Property is disturbed or damaged in connection with the Company’s use of the Property, including the displacement of soil or pavement in connection with the Company’s extraction and collection of soil borings, the Company, at the Company’s sole expense, will restore the Property to the condition that existed immediately prior to such disturbance or damage. The Company’s restoration of the Property must be completed promptly and to the Commission’s reasonable satisfaction.

8. The Company agrees and undertakes to indemnify and hold the Commission and the City, and their respective officials, agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages, or expenses, including attorneys’ fees, which the Commission or the City may suffer or incur as a result of any claims or actions brought by any person or entity arising out of the Second License granted herein or the Company’s use of the Property for the Examination. If any action is brought against the Commission or the City, or their respective officials, agents, employees, successors, or assigns, in connection with the Examination, the

Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

9. The Company, at the Company's sole expense, shall maintain during the Term of the Second License commercial general liability insurance covering the Company against all risks associated with the Examination in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission a certificate of insurance evidencing the same. To the extent that the Commission or the City is harmed as a result of the Company's use of the Property, the Company hereby grants the Commission first priority on any proceeds received from the Company's insurance. Notwithstanding anything in this Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

10. Each undersigned person signing on behalf of his or her respective Party certifies that he or she is duly authorized to bind his or her respective Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Temporary License Agreement For Site Examination to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

GREAT LAKES CAPITAL DEVELOPMENT LLC,
an Indiana limited liability company


By:  _____
Printed: _____
Its: _____
Date: _____

EXHIBIT A

Description of Property

A parcel of real property located in the City of South Bend, St. Joseph County, Indiana, more particularly described as follows:

Lot 260AA of the record plat of the Original Town of South Bend, Jefferson and Main, Second Replat recorded on March 25, 2013, as Document No. 1308726 in the Office of the Recorder of St. Joseph County. [Parcel Key No. 018-3007-0231]



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: 4 / 26 / 2018
FROM: Tim Corcoran, Director of Planning
SUBJECT: Lafayette Building – Environmental Services Contract

PURPOSE OF REQUEST:
Specifics:

The Department of Community Investment is asking the Redevelopment Commission to approve a contract with Heartland Environmental Associates, Inc. for services related to asbestos abatement within the Lafayette Building. The cost of services is \$37,500 and includes all abatement activities, including disposal costs, along with environmental oversight, air monitoring and final reporting. This contract will be paid by Indiana Brownfield funds. This estimate also includes the removal of debris that is necessary to be removed to facilitate asbestos abatement activities.

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



March 5, 2018

Mr. Christopher D. Dressel
Planner
City of South Bend Department of Community Investment
County City Building
227 West Jefferson Boulevard
14th Floor
South Bend, Indiana 46601

**Re: Asbestos Containing Materials Abatement Proposal
Lafayette Building
115 South Lafayette Boulevard in South Bend, Indiana
Heartland Proposal #P2018-03-044**

Dear Mr. Dressel:

Heartland Environmental Associates, Inc. (Heartland) is pleased to submit this scope of work proposal to the City of South Bend detailing asbestos containing materials (ACMs) abatement activities to be conducted at the above referenced property in South Bend, Indiana.

Heartland conducted a Phase I Environmental Site Assessment (ESA) at the site in December 2017. As part of this Phase I ESA, Heartland was provided with a copy of the *Asbestos Containing Building Material Inspection Report* conducted by ACM Engineering and Environmental Services, Inc. (ACMENV) dated September 12, 2016 and conducted on the behalf of Kil Architecture. Based on this inspection, suspect ACMs in the form of TSI pipe insulation, resilient vinyl flooring materials and associated mastics, flooring cove base, ceiling tiles, caulking material, wall and ceiling panels, wall and ceiling plaster and floor expansion filler were identified. These materials were sampled for asbestos content as part of this inspection report.

Based on the results of this inspection, regulated ACMs in the form of TSI pipe wrapping and transite paneling were identified. Furthermore, non-regulated ACMs in the form of caulking material and resilient vinyl flooring materials were identified. It was recommended that ACMs, particularly regulated ACMs, be abated prior to any future renovation activities at the site.

Heartland further recommended an asbestos abatement be completed prior to any future planned renovation/demolition of the existing site building or structure in order to mitigate any future potential asbestos exposure concerns. This proposal is being provided to update costs associated with the abatement of the regulated TSI, transite paneling, asbestos containing caulking material and resilient vinyl flooring materials, required to be removed as part of planned renovation activities.

“Your dependable partner for environmental compliance”

Asbestos Abatement

The USEPA National Emission Standard for a Hazardous Air Pollutant (NESHAP): Asbestos (40 CFR 61, Subpart M) requires that operators of certain renovation/demolition projects give notification to the Indiana Department of Environmental Management (IDEM) prior to the commencement of site activities. This notification is required if friable asbestos containing materials (ACMs) or materials that could be made friable during demolition/renovation activities are present in the structure in certain quantities. These materials require removal prior to demolition/renovation activities if they may be disturbed. Friable ACMs are those materials that can be turned to dust by hand pressure and therefore would release asbestos fibers to the atmosphere. Generally, when ACMs are removed, it requires proper planning and oversight, followed by sampling to confirm proper removal (termed clearance of abatement).

Prior to the initiation of building renovation activities, Heartland will provide oversight for the removal and disposal of previously identified asbestos containing TSI and transite paneling located in the interior of the site building, along with the removal of caulking material and resilient vinyl flooring materials. Furthermore, Heartland will evaluate for the presence of any additional asbestos containing materials identified during the course of renovation activities and ensure ACMs are abated and disposed of appropriately by licensed asbestos workers certified in the State of Indiana. Please note that this proposal includes costs to selectively remove and disposal of debris and refuse material strewn within the site building in locations where ACMs are present. Debris and refuse material will be removed and disposed of only in locations where clearance will be required to reach ACMs. This proposal does not include the removal and disposal of all refuse and debris located within the site building.

Asbestos abatement activities will be conducted in accordance with all applicable local, state and federal guidance. Abatement will include proper notification to the IDEM, along with all required personal air monitoring and manifesting.

Schedule

Heartland is prepared to initiate this scope of work for this project immediately upon receipt of written notice to proceed. Heartland will mobilize on site and complete all abatement activities no later than three weeks after notice to proceed. Please note activities can only commence after the required 10-day notification period to IDEM to completed, which will be submitted upon notice to proceed receipt.

Special Considerations

All work completed by Heartland will be done in accordance with all federal, state and local safety and health regulations. Project work will be invoiced on a per project basis. One final invoice upon completion of the asbestos building inspection and reporting will be issued.

Cost Summary

The estimated costs for the ACM abatement is **\$37,500**. This cost includes all abatement

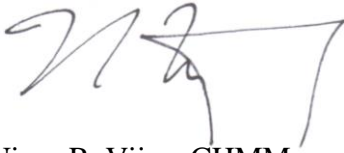
activities, including disposal costs, along with environmental oversight, air monitoring and final reporting. Please note this cost estimate also includes removal of debris that is necessary to be removed to facilitate asbestos abatement activities.

Business Terms & Conditions

Heartland is prepared to initiate this Scope of Work upon receipt of your written authorization to proceed.

This proposal is based on reasonable and timely access to the property and site information. Heartland appreciates the opportunity to submit this proposal and looks forward to working with you on this project. Should you have any questions regarding this proposal, please contact Nivas R. Vijay at 574-360-0961 or at nvijay@heartlandenv.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Vijay', with a large, sweeping flourish extending to the right.

Nivas R. Vijay, CHMM
Senior Project Manager

If this proposal is acceptable, please sign the attached professional services agreement and forward a copy to our office.

**HEARTLAND ENVIRONMENTAL ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT, made as of _____, 2018, between

(Client)

and

HEARTLAND ENVIRONMENTAL ASSOCIATES, INC.

This Agreement consists of the following documents that are attached to and made a part of this Agreement.

HEARTLAND PROPOSAL #P2018-03-044, Dated March 5, 2018

BILLING SCHEDULES:

Project Estimate Fee: **\$37,500**

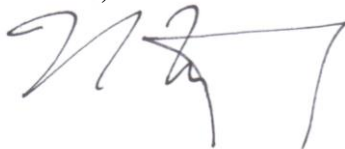
Notwithstanding any other provision of this agreement, and to the fullest extent allowed by law, client agrees that the limit of liability of Heartland, its subcontractors, and suppliers, and their officers, directors, employees, representatives, agents and assigns, for any claim or liability that may arise under the agreement or as a result of the services to be performed under the agreement, from any cause or causes whatsoever including, but not limited to, negligence, gross negligence, errors or omissions, strict liability, breach of contract or breach of warranty, shall be the total amount paid to Heartland under the agreement or the sum of \$100,000 whichever is greater. Client further agrees that under no circumstances shall Heartland be liable for special, consequential, indirect, exemplary, or punitive damages.

The Agreement constitutes the entire agreement between Client and Heartland and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified by a written document signed by authorized representatives of Client and Heartland.

ACCEPTED BY:

**HEARTLAND ENVIRONMENTAL
ASSOCIATES, INC.**

By:



Nivas Vijay, CHMM

Title: Senior Project Manager

Date: 03/05/2018

ACCEPTED BY:

By:

Title:

Date:

An owner, partner, or officer must sign this contract, or a representative of the company authorized to execute contracts on behalf of Client.



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 26, 2018
FROM: David Relos, Property Development Manager
SUBJECT: Certificate of Completion (Newman Center)

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

PURPOSE OF REQUEST:

On September 29, 2016 the Commission entered in to a Development Agreement (Agreement) with Armory LLC (Armory), for the former Newman Center / National Guard property at Beyer and Eddy, across the street from the Farmer’s Market.

Per Section 4 of the Agreement, Armory agreed to spend an amount no less than \$1,300,000 on building improvements within 24 months from the date of the Agreement. Armory has supplied documentation they have met their obligations under the Agreement, and now requests a Certificate of Completion per Section 4 of the Agreement. This Certificate of Completion will then be recorded, acknowledging the Commission no longer has a reversionary interest in the property.

Commission approval is requested for this Certificate of Completion.

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 \$ _____

CROSS REFERENCE:

Document No. 1628273, recorded October 20, 2016

CERTIFICATE OF COMPLETION

This Certificate of Completion (this “Certificate”) is issued on April 26, 2018, by the City of South Bend, Indiana, Department of Redevelopment, acting by and through the South Bend Redevelopment Commission (the “Commission”), pursuant to the Development Agreement by and between the Commission and Armory LLC (the “Company”), dated September 29, 2016, as amended by the First Amendment dated June 15, 2017, and the Second Amendment dated July 27, 2017 (collectively, the “Agreement”).

The Commission states as follows:

1. Pursuant to the Agreement, the Commission conveyed to the Company the real property described in attached Exhibit A (the “Property”) by the quit claim deed recorded on October 20, 2016, as Document No. 1628273 in the Office of the Recorder of St. Joseph County, Indiana (the “Deed”).

2. Section 4 of the Agreement established certain development obligations of the Company following its acceptance of the Deed from the Commission. The Commission hereby acknowledges and affirms that the Company has performed all of its development obligations as required under the Agreement and has provided satisfactory evidence of the same.

3. This Certificate will serve as a conclusive determination of the Company’s satisfaction of the Development Obligations and, upon recordation, will constitute a full release of the Commission’s reversionary interest in the Property established under the Deed and Section 4 of the Agreement.

4. This Certificate does not amend or otherwise alter the Agreement, and this Certificate shall be binding upon the Commission and its successors and assigns and shall inure to the benefit of the Company and its successors and assigns.

[Signature page follows.]

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, in and for said County and State, personally appeared David Varner and Donald E. Inks, known to me to be the Vice President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Certificate of Completion.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of April, 2018.

My Commission Expires:

Notary Public
Residing in St. Joseph County, Indiana

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

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

1800.0000005 53,478,862

EXHIBIT A

Description of Property

A part of the Southeast Fractional Quarter of Section 12, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana and being all that land conveyed to State of Indiana by Trustee's Deed, Book 355, Page 242 AND a portion of that land conveyed to State Armory Board by Quit Claim Deed, Book 347, Page 533 lying outside of the boundary of the Permanent Right of Way and the Limited Access Right of Way as described in the Right of Way Grant to the Indiana State Highway Commission in Book 648 Page 147, and more particularly described as follows:

Commencing at the calculated location of the southeast corner of said Section 12, said corner being South 0 degrees 13 minutes 54 seconds East 176.56 feet from a Harrison monument found at the southwest corner of Section 7, Township 37 North, Range 3 East; thence North 0 degrees 13 minutes 54 seconds West 742.94 feet along the east line of said Section 12 to the south line of the Limited Access Right of Way described in said Right of Way Grant prolonged; thence North 89 degrees 49 minutes 57 seconds West 10.00 feet along said Limited Access Right of Way prolonged to the west boundary of Eddy Street and the point of beginning of this description; thence North 89 degrees 49 minutes 57 seconds West 216.49 feet (218.8 feet by Book 648 Page 147) along said Limited Access Right of Way to the southwest corner of said Limited Access Right of Way and the north-most point of said Permanent Right of Way, thence South 59 degrees 23 minutes 03 seconds West 50.00 feet (distance quoted from Book 648 Page 147) along said Permanent Right of Way; thence South 30 degrees 37 minutes 01 seconds East 75.00 feet (distance quoted from Book 648 Page 147) along said Permanent Right of Way; thence South 36 degrees 19 minutes 57 seconds East 150.70 feet (distance quoted from Book 648 Page 147) along said Permanent Right of Way; thence South 26 degrees 47 minutes 57 seconds East 150.30 feet (distance quoted from Book 648 Page 147) along said Permanent Right of Way; thence South 17 degrees 30 minutes 11 seconds East 59.82 feet (59.4 feet by Book 648 Page 147) along said Permanent Right of Way to the former southwesterly boundary of Eddy Street; thence North 57 degrees 43 minutes 35 seconds East 56.52 feet along the former southwesterly boundary of said Eddy Street to the west boundary of said Eddy Street (said west boundary being parallel to and 10.00 feet west of said east line of said Section 12); thence North 0 degrees 13 minutes 54 seconds West 371.80 feet along said west boundary to the point of beginning and containing 1.352 acres, more or less.

Parcel Key No. 018-6012-027001

LICENSE AGREEMENT
FOR TEMPORARY USE OF REDEVELOPMENT COMMISSION PROPERTY

This License Agreement (this "Agreement") is made on April 26, 2018 (the "Effective Date"), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the "Commission"), and Earth Designs Real Estate, LLC, an Indiana limited liability company with a registered office address of 234 S. Coquillard St., South Bend, Indiana 46617 (the "Company") (each a "Party," and collectively, the "Parties").

RECITALS

A. The Commission owns certain real property and improvements located within the River East Development Area of the City of South Bend, Indiana (the "City"), commonly known as 126 Niles Avenue, South Bend, Indiana, Parcel Key No. 018-5004-0076 (the "Property"), as described in the attached Exhibit A, and which improvements include a building used by the City in conjunction with the nearby East Race Waterway (the "Building").

B. The Company desires to use an area of the Building comprised of two offices and two restrooms, as more particularly described in the attached Exhibit A (the "Office Area"), for the purpose of carrying out general office functions while the Company conducts construction operations for improvements to property in the vicinity of the Property (the "Activity").

C. The Commission is willing to permit the Company to gain access to and use the Office Area for the Activity, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License. The Commission grants to the Company a revocable, non-exclusive license to enter and use the Office Area for the Activity, provided that the Company's use of the Office Area and Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws. The Commission, or its authorized representative, reserves the right to modify the location and configuration of the area of the Property that is available for the Company's use during the Term (as defined below), upon reasonable notice to the Company. The Company's license is limited to use of the Office Area as stated above and the Company may not enter or use any other area of the Building or any other structure on the Property.

2. Term. The Company's license to use the Office Area shall be effective starting on May 1, 2018, and shall terminate upon revocation as set forth in this Agreement (the "Term"), or as otherwise mutually agreed by the Parties. Upon thirty (30) days' written notice to the Company, the Commission or the Commission's authorized representative may revoke and terminate the license at any time for any reason, including, without limitation, to accommodate future development of the Property or the surrounding area, as determined in its, his, or her sole discretion. Notwithstanding the foregoing sentence, the Commission or the Commission's

authorized representative may revoke and terminate the license without notice in the event there exists any default of the Company's obligations under this Agreement.

3. No Lease; No Assignment; No Estate or Interest. The Parties acknowledge and intend that this Agreement is a license and will not constitute a lease of or an easement over the Property or the Office Area to the Company. This Agreement does not convey any estate or interest in the Property or the Office Area to the Company, and does not convey any future promise or option to the Company in any regard to an estate or interest in the Property or the Office Area. Furthermore, the Company will have no right or authority to convey any interest in the Property or the Office Area to any other person or entity. Any attempt by the Company to grant or lease any interest in the Property or the Office Area to any other person or entity will be void ab initio and of no force or effect. The Parties agree that neither this Agreement nor any of the Company's rights or use of the Property or the Office Area under this Agreement is assignable or transferable, in whole or in part, to any other person or entity.

4. No License Fee; Improvements. In lieu of a monetary fee for its licensed use of the Office Area, the Company may undertake to complete, at the Company's sole expense, upgrades to the Office Area necessary to facilitate its use of the Office Area under the terms of this Agreement; provided, however, that the Company shall undertake no such upgrades without obtaining prior written consent from the Commission. Upon the termination of this Agreement, the Commission will own any improvements to the Office Area, and the Company will have no right to be reimbursed for or recover any value of any improvements to the Office Area made by the Company.

5. Maintenance; Damage. At all times during the period of the license, the Company will keep the Office Area in good order and condition. To the extent that any portion of the Office Area is disturbed or damaged in connection with the Company's use of the Office Area, the Company, at the Company's sole expense, shall restore the Office Area to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Commission.

6. Security. The Company understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Company's property or any bodily harm or injury that may result from the Company's use of the Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of all persons, property, and vehicles, including any property contained within the vehicles, on the Property in connection with the Company's use of the Office Area under the terms of this Agreement.

7. Hazardous Materials. The Company shall not, without the prior written consent of the Commission, cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

8. Compliance; Other Permits. The Company understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to its use of the Office Area. The Company understands and agrees that it will secure in its own name and at its own

expense all other permits and authorizations, if any, necessary for its use of the Office Area in accordance with the terms of this Agreement.

9. Commission's Use. The Commission retains possession and control of the Property, including the Office Area, and reserves the right to use the Property during the Term of this Agreement for any purpose, including, but not limited to, general maintenance, that does not substantially interfere with or obstruct the Company's license under this Agreement.

10. Restoration. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property, the Company, at the Company's sole expense, shall restore the Property to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Commission.

11. Property Taxes. The Company will be responsible for the payment of all real property taxes and assessments, of any nature whatsoever (the "Taxes"), levied against the portion of the Property containing the Office Area for all periods during the term of the Company's license. The Commission will have no liability for any Taxes associated with the Property, whether accruing during the term of the license or after the term of the license, and nothing in this Agreement will be construed to require the proration or other apportionment of Taxes resulting in the Commission's liability therefor.

12. Indemnification. The Company agrees and undertakes to indemnify and hold the City of South Bend and the Commission, and their respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City of South Bend or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the license granted herein by the Commission or the Company's use of the Property. If any action is brought against the City of South Bend or the Commission, or their respective agents, employees, successors, or assigns, in connection with the Company's use of the Property, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

13. Insurance. The Company, at the Company's sole expense, shall maintain during the Term of this Agreement commercial general liability insurance covering the Company in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City of South Bend as additional insureds on any such policy and produce to the Commission a certificate of insurance evidencing the same. To the extent that the Commission or the City of South Bend is harmed as a result of the Company's use of the Property, the Company hereby grants the Commission first priority on any proceeds received from the Company's insurance. Notwithstanding anything in this Agreement to the contrary, neither the Commission nor the City of South Bend waive any governmental immunity or liability limitations available to them under Indiana or other applicable law.

14. Integration; Amendment. This Agreement supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this Agreement and constitutes the Parties' entire agreement. This Agreement may not be altered except by a written instrument signed by authorized representatives of both Parties.

15. Counterparts; Signatures. This Agreement may be separately executed in counterparts by the Commission and the Company, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

16. Authority. Each undersigned person signing on behalf of his/her respective Party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Agreement.

17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

[Signature page follows.]

EXHIBIT A

Description of the Property

Real property located in the City of South Bend, St. Joseph County, Indiana, more particularly described as follows:

Lot Numbered Ninety-two (92) as shown on the Original Plat of the Town of Lowell, now a part of the City of South Bend.

Commonly known as 126 N. Niles Avenue, South Bend, Indiana.

Parcel Key No. 018-5004-0076

Description of Office Area

Two (2) rooms in the front of the Building (as described in the Agreement) (the "Front Rooms"), both accessible through the front door of the Building facing Niles Avenue and which are located in the northwest and southwest corners of the Building and separated by a single door, as well as access to the two (2) restrooms located on the north side of the hallway that is connected to and accessible from the Front Rooms.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the Effective Date stated above.

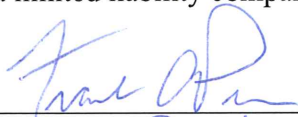
SOUTH BEND REDEVELOPMENT
COMMISSION

By: _____
David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

EARTH DESIGNS REAL ESTATE, LLC,
an Indiana limited liability company

By: 

FRANK A. PERRI, Member

4000.0000102 50,113,049



Department of
Community Investment

Memorandum

April 23, 2018

CD

TO: Redevelopment Commission
FROM: Chris Dressel, Staff
SUBJECT: City Cemetery Area Improvements – Phase I Construction – Budget Request

Staff requests the Redevelopment Commission's approval of a \$660,000 budget to fund phase I construction of City Cemetery Area Improvements. Work includes:

- 2-Way conversion of W. Colfax between LaSalle and LaPorte
- Realignment of LaSalle/Colfax intersection and 2-way conversion of LaSalle
- Resizing of LaPorte/Colfax intersection to a 4-way traffic stop.

Construction is expected to be complete by fall 2018. Phase II of the project, including construction of a new City Cemetery entrance plaza is expected to take place in 2019. 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.

