



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, May 10, 2018 9:30 a.m.

1. **Roll Call**
2. **Approval of Minutes**
 - A. Minutes of the Rescheduled Meeting of Thursday, April 26, 2018
3. **Approval of Claims**
 - A. Claims Submitted May 10, 2018
4. **Old Business**
5. **New Business**
 - A. Receipt of Bids
1743 Commerce Drive (D1)
 - B. River West Development Area
 1. Budget Request: AEP Utility Move Hamilton Towing Block) (D2)
 2. Resolution No. 3434 (410 W. Wayne, LLC) D2
 3. License Agreement for Temporary Use (Bike Michiana) (D2)
 4. AEP (Hibberd Easement) (D2)
6. **Progress Reports**
 - A. Tax Abatement
 - B. Common Council
 - C. Other
7. **Next Commission Meeting:**
Thursday, May 24, 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.



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

**SOUTH BEND REDEVELOPMENT COMMISSION
RESCHEDULED MEETING**

April 26, 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 Quentin Phillips, Commissioner Leslie Wesley, Commissioner
Members Absent:	Marcia Jones, President Gavin Ferlic, Commissioner
Legal Counsel:	Elliot A. Anderson, Esq.
Redevelopment Staff:	David Relos, RDC Staff Mary Brazinsky, Board Secretary

Others Present:	James Mueller	DCI
	Dan Buckenmeyer	DCI
	Tim Corcoran	DCI
	Chris Dressel	DCI
	Pam Meyer	DCI
	Elizabeth Leonard Inks	DCI
	Sandra Kennedy	Legal
	Kara Boyles	Engineering
	Joe Hart	SB Cubs
	Brad Emberton	Newman Center
	Jeff Smoke	Great Lakes Capital
	Mark Peterson	WNDU
	Eric Watson	WNDU
	Conrad Damian	718 E Broadway

South Bend Redevelopment Commission
 Regular Meeting – April 26, 2018

2. Approval of Minutes

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

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the minutes of the rescheduled meeting of Friday, April 13, 2018.

3. Approval of Claims

A. Claims Submitted April 26, 2018

	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 Evaluation
<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	

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the claims submitted on Thursday, April 26, 2018.

4. Old Business

5. New Business

A. River West Development Area

1. Resolution No. 3432: (Disposition Offering Price 1522-1536 Prairie)

Mr. Relos presented Resolution No. 3432. This Resolution sets the disposition offering price for these properties, which is the average of two appraisals completed for these properties. There are four parcels that make up this disposition process. We are offering three different ways to purchase the four parcels. Appraised values are as follows: 1522 Prairie is \$30,000, 1522 & 1524 Prairie are \$33,500 and 1526 – 1536 Prairie are \$10,650. Commission approval is requested to set the disposition offering prices for these properties.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Resolution No. 3432: (Disposition Offering Price 1522-1536 Prairie) submitted on April 26, 2018.

2. Approval of Bid Specifications and Design Considerations (1522-1536 Prairie)

Mr. Relos presented the Approval of Bid Specifications and Design Considerations for 1522-1536 Prairie. The Bid Specifications outline the uses and development requirements that will be considered for this site.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Approval of Bid Specifications and Design Considerations (1522-1536 Prairie) submitted on April 26, 2018.

3. Request to Advertise (1522-1536 Prairie)

Mr. Relos presented the Request to Advertise for 1522-1536 Prairie. This disposition property will be advertised in the South Bend Tribune on May 4 and May 11, 2018.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Request to Advertise (1522-1536 Prairie) submitted on April 26, 2018.

4. Redevelopment Authority Lease Termination Agreement (Morris PAC)

Mr. Relos presented the Redevelopment Authority Lease Termination Agreement (Morris PAC). 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. Commission approval of this Lease Termination Agreement is requested.

Upon a motion by Commissioner Phillips, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Redevelopment Authority Lease Termination Agreement (Morris PAC) submitted on April 26, 2018.

5. Redevelopment Authority Lease Termination Agreement (HOF)

Mr. Relos presented the Redevelopment Authority Lease Termination Agreement (HOF). 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. Commission approval of this Lease Termination Agreement is requested.

Upon a motion by Commissioner Phillips, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Redevelopment Authority Lease Termination Agreement (HOF) submitted on April 26, 2018.

6. Budget Request: (Bowman Creek/Ravina Park)

Ms. Boyle presented a budget request for Bowman Creek/Ravina Park. This project includes the stream bank restoration to portions of Bowman Creek within Ravina Park, including toe wood 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. Commission approval for an additional \$40,000 to complete this project is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Budget Request: (Bowman Creek/Ravina Park) submitted on April 26, 2018.

7. Budget Request: (Ameritech Drive Pavement Improvements)

Ms. Boyle presented a budget request for Ameritech Drive Pavement Improvements. This project includes road reconstruction improvements at Ameritech Drive, south of Cleveland Road. There is a lot of heavy industrial usage in this area, especially on the south side. 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 the north and south portions. Commission approval in the amount of \$450,000 is requested.

Upon a motion by Commissioner Phillips, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Budget Request: (Ameritech Drive Pavement Improvements) submitted on April 26, 2018.

8. Budget Request: (Downtown Streetscape – Cross Streets)

Ms. Boyle presented a budget request for Downtown Streetscape – Cross Streets. 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 – including the Morris plaza right-of-way. This streetscape project will address elements below ground as well as typical above ground lighting, landscaping, curbs and sidewalks, etc. The project will begin in approximately three weeks.

Tim Corcoran stated there will be a curb less street that will connect the Morris to John Hunt Plaza. It will no longer look like a road, although it will be accessible to vehicles. This will be extremely pedestrian friendly. Commission approval in an amount of \$1.1M is requested, while noting that \$600,000 from 2017 will also be used for this project.

Upon a motion by Commissioner Phillips, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Budget Request: (Downtown Streetscape – Cross Streets) submitted on April 26, 2018.

9. Budget Request: (Tucker Drive)

Ms. Boyle presented a budget request for Tucker Drive. 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 project. Work to be performed includes pavement and curb removal, earthwork, concrete paving, integral curb, concrete drives, inlets, manholes, storm sewers, underground storm water infiltration system, site restoration, signing and pavement markings. Commission approval in the amount of \$130,000 is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Budget Request: (Tucker Drive) submitted on April 26, 2018.

10. Second Amendment to Development Agreement (Heading for Home LLC)

Mr. Mueller presented the Second Amendment to Development Agreement with Heading for Home LLC. This project is scheduled to have the first building opening in July and the entire project being completed in September. The private investment has increased due to material costs and weather delays, and we would like to maintain our partnership at the same percentage of 16.4 percent, for an additional \$230,000 to complete plaza and landscape improvements that will connect the Stadium to the corner of Lafayette and Western.

Joe Hart, South Bend Cubs noted that the money will be for the public plaza that the Parks Department still owns, including streetscape and landscape areas.

Upon a motion by Commissioner Phillips, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Second Amendment to Development Agreement (Heading for Home LLC) submitted on April 26, 2018.

11. Temporary License Agreement For Site Examination (Great Lakes Capital Development LLC)

Mr. Relos requested this item be withdrawn, since item 5A13 has been added and includes the terms of this item.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission withdrew the Temporary License Agreement For Site Examination (Great Lakes Capital Development LLC) submitted on April 26, 2018.

12. Lafayette Building (Environmental Services Contract)

Mr. Corcoran presented an Environmental Services Contract for the Lafayette Building. This contract is 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 fully paid by Indiana Brownfield funds, but Commission approval is needed. This estimate also includes the removal of debris that is necessary to be removed to facilitate asbestos abatement activities.

Upon a motion by Commissioner Phillips, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Lafayette Building (Environmental Services Contract) submitted on April 26, 2018.

13. Real Estate Purchase Agreement (Bald Mountain, LLC)

Mr. Buckenmeyer presented the Real Estate Purchase Agreement with Bald Mountain, LLC. This Agreement is for the property located at the SW corner of Jefferson and Main, with a purchase price of \$50,000. The planned development for this site is a first class office building, the first to be built downtown in decades. Building will start in 2018 and be completed in 2019. This is a solid catalyst for new downtown projects. The building is proposed to be five floors with ground floor high-end retail and lobby with a drive-thru on the south side. Floors 2-5 will be prime Class-A office space with outdoor terraces. The builder is working with Great Lakes Capital as the developer, and plans to use the top floor of the new facility for his own offices. The plan states 30 jobs but we expect no less than 100 jobs being created in this location. We do have a buy back clause for the western 20 feet of the site, to allow for possible future development within this block. We are now able to start working with other businesses on the block and talk about parking and future development.

Mr. Corcoran stated that when we studied this block we wanted to keep our options for future development and parking needs open.

Mr. Buckenmeyer stated that the buy back portion calls for a \$1 purchase price, in the event we would like to build a mid-block parking garage. The Agreement also calls for a \$20k environmental credit at closing for ongoing environmental assessment, and a not to exceed \$30k for remediation of soil or de-watering that may need to happen.

Jeff Smoke, with Great Lakes Capital, thanked the Community Investment team and is looking forward to the next steps. They are looking at a ground breaking in August or September 2018.

Upon a motion by Commissioner Phillips, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Real Estate Purchase Agreement (Bald Mountain, LLC) submitted on April 26, 2018.

B. River East Development Area

1. Certificate of Completion (Newman Center)

Mr. Buckenmeyer presented a Certificate of Completion for the Newman Center project. On September 29, 2016 the Commission entered in to a Development Agreement with Armory, LLC 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.

Brad Emberton, developer and owner of the site, stated that they saved a beautiful building and appreciated their partnership with the City. He thanked everyone that he worked with and would be happy to give anyone a tour.

Upon a motion by Commissioner Phillips, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Certificate of Completion (Newman Center) submitted on April 26, 2018.

2. License Agreement For Temporary Use of Redevelopment Commission Property (Earth Designs Real Estate, LLC)

Mr. Buckenmeyer presented this License Agreement with Earth Designs Real Estate, LLC, for the small building at 126 N. Niles. This will allow Earth Designs Real Estate to temporarily utilize this space while their current projects, including the Wharf site, are in motion.

Upon a motion by Commissioner Phillips, seconded by Secretary Inks, the motion carried unanimously, the Commission approved License Agreement For Temporary Use of Redevelopment Commission Property (Earth Designs Real Estate, LLC) submitted on April 26, 2018.

C. West Washington Development Area

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

Mr. Dressel presented a budget request for the City Cemetery Area Improvements – Phase I Construction. A PowerPoint Presentation was shown with project notes and graphics of the project. Commission approval for \$660,000 is requested, to fund Phase I construction of the City Cemetery Improvements for work including:

- 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.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Budget Request: (City Cemetery Area Improvements – Phase I Construction) submitted on April 26, 2018.

6. Progress Reports

A. Tax Abatement

- a) Wharf Partners declaratory resolution - tax abatement (6 years on commercial abatement)
- b) Franklin Street Technology declaratory resolution – tax abatement (8 years)

B. Common Council

C. Other

a) Tax Credit Projects:

Ms. Pam Meyer updated the Commission on TIF committed tax credit projects that were approved last fall.

1. Fat Daddy's block with an application by Commonwealth was not approved by the State; they have decided not to move forward. The regrettable outcome is we are planning a timeline of demolition while salvaging some of the historic elements.

2. South Bend Heritage Foundation/Neighborhood Development Association with the Historic Lincolnway West Homes Project. They were planning to rehab a facility on Lincolnway West, along with 12 – 16 scattered site single family new construction on vacant lots. They were also not approved. They do plan to re-submit their application by the July 2018 deadline, which our Agreement with them anticipated. Everything for

South Bend Redevelopment Commission
Regular Meeting – April 26, 2018

this project is still in play and we will find out in November 2018 if they are approved for this Round 2 of tax credit awards.

7. Next Commission Meeting:

Thursday, May 10, 2018, 9:30 a.m.

8. Adjournment

Thursday, April 26, 2018, 10:17 a.m.

David Relos, Property Development Manager

Don Inks, Secretary

ITEM: 3A

REDEVELOPMENT COMMISSION Redevelopment Commission Claims May 10, 2018 for approval	Claims submitted	Explanation of Project	Items added after Agenda Distributed
324 RIVER WEST DEVELOPMENT AREA			
Kolata Enterprise LLC	652.50	Professional Services	
Lawson-Fisher Associates P.C	393.00	Fellows St. Raised Crosswalk at Riley High School	
Lochmueller Group	18,399.14	Survey Right-Away Research Design & Coordination with INDOT	
DLZ	2,925.00	Trucker Dr. / Sample-Sheridan Signal / Olive & Tucker Survey	
United Consultant	1,174.00	Coal Line Trail Ph. II	
Opticos Designs, Inc.	11,308.00	South Bend Charrette	
CBS		Berlin Place No. 2 Electric Mechanical & Plumbing	386,924.55
422 FUND WEST WASHINGTON DEVELOPMENT AREA			
DLZ	25,284.22	Colfax Ave Two-Way	
429 FUND RIVER EAST DEVELOPMENT TIF			
IDOT	13,975.00	State Rd 23 INDOT Remnants	
430 FUND SOUTH SIDE TIF AREA #1			
Kil Architecture Planning	30,202.95	Erskine Clubhouse Remodeling Ph. II	
Jones Petrie Rafinski	1,892.50	St. Joseph Streetscape Improvements	
Total	106,206.31		386,924.55
Total Both Columns	493,130.86		



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: May 10, 2018
FROM: David Relos, Property Development Manager
SUBJECT: AEP Utility Move Hamilton Towing Block

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

PURPOSE OF REQUEST:

As part of the Commission’s predevelopment of this block, bounded by Lafayette, Sample, Franklin, and Garst, alleys have been vacated and all but AEP has removed their utility lines. The current AEP line that bisects this property is in the north / south alley and services certain street lights along Sample St.

AEP has provided a plan and cost estimate to relocate this line, after which they will release their easement. This work is necessary as part of the Real Estate Purchase Agreement the Commission approved on February 22nd with Five Corners LLC, for the development of this block.

Commission approval is requested in a not-to-exceed amount of \$11,000.

INTERNAL USE ONLY: Project Code: J9A55;
Total Amount new/change (inc/dec) in budget: \$11,000; 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: Land Improv
_324-1050-460-42.01. Going to BPW for Contracting? Y/N
Is this item ready to encumber now? Yes Existing PO# _____ Inc/Dec \$ _____

RESOLUTION NO. 3434

**A RESOLUTION OF THE SOUTH BEND
REDEVELOPMENT COMMISSION
AUTHORIZING ACTION
TO AFFECT RECONVEYANCE OF REAL PROPERTY**

WHEREAS, the South Bend Redevelopment Commission (“Commission”), the governing body of the South Bend, Indiana, Department of Redevelopment (“Department”), exists and operates under the provisions of I.C. 36-7-14, as amended from time to time; and

WHEREAS, the Commission was established to encourage new development through the efficient use of agreements that utilize taxpayer resources, including but not limited to real property, and, therefore, has a fiscal duty to enforce the terms of its agreements in order to protect taxpayer interests and fulfill its purpose; and

WHEREAS, the Department, acting by and through the Commission, entered into a Real Estate Purchase Agreement (“Agreement”), dated August 25, 2016, with Chris Gerard, doing business as Bare Hands Brewery (“BHB”), for the purchase of certain real property commonly known as 331 W. Wayne Street (“Property”), which Agreement was assigned by BHB to 410 W Wayne Street LLC (“410 W Wayne”) by an Assignment and Assumption of Real Estate Purchase Agreement, dated October 27, 2016; the Agreement was subsequently amended by a First Amendment to Real Estate Purchase Agreement dated October 27, 2016 and a Second Agreement to Real Estate Purchase Agreement dated December 15, 2016; and

WHEREAS, the Agreement closed on or about February 24, 2017, (“Closing Date”) and a Special Warranty Deed in favor of 410 W Wayne was recorded as Instrument No. 1704897 in the Office of the Recorder of St. Joseph County on March 2, 2017; and

WHEREAS, the Agreement contains certain conditions subsequent, which obligate 410 W Wayne to perform certain actions in a timely manner after the Closing Date; and

WHEREAS, Section 11.C. of the Agreement requires 410 W Wayne to obtain, among other things, necessary zoning and land use approvals within six (6) months of the Closing Date or negotiate in good faith with the Department for the re-conveyance of the Property to the Department; and

WHEREAS, to date, 410 W Wayne has not obtained or provided evidence of its good faith efforts to diligently pursue such zoning and land use approvals after receiving written notice regarding the same in the form of letters dated November 30, 2017, December 8, 2017, and April 25, 2018, as well as several informal notices to 410 W Wayne of such deficiency; and

WHEREAS, to date, 410 W Wayne has not re-conveyed the Property to the Department;
and

WHEREAS, the Department desires to act to affect the reconveyance of title to the Property.

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

1. The Department, through its staff and in consultation with legal counsel, shall be authorized to enforce the terms of the Agreement using any or all such remedies set forth therein or otherwise available by law or equity.

2. The staff of the Department shall be, and hereby are, authorized to accept and cause to be recorded with the St. Joseph County Recorder's Office a deed transferring the Property back to the Department.

3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on May 10, 2018, at 227 West Jefferson Boulevard, Room 1308, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

**LICENSE AGREEMENT
FOR TEMPORARY USE OF REDEVELOPMENT COMMISSION PROPERTY**

This License Agreement (this “Agreement”) is made on May 10, 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 Bike Michiana Coalition an Indiana non-profit corporation with a registered office address of PO Box 11699 South Bend, IN 46634 (the “Company”) (each a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the “City”), as more particularly described in **Exhibit A** attached hereto (the “Property”); and

WHEREAS, Southhold, LLC (“Southhold”) retains or will acquire certain rights of access to the Property, including rights pursuant to the Temporary Access Agreement between Southhold and the Commission dated July 16, 2015, and any subsequent agreement between Southhold and the Commission; and

WHEREAS, the Company desires temporary access to the Property for the purpose of conducting various events throughout the year (each an “Activity” and collectively the “Activities”), as described in the proposal attached hereto as **Exhibit B** (the “Activity Proposal”); and

WHEREAS, the Commission is willing to permit the Company to gain access to and temporarily use the Property for the Activities, 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, its agents, employees, and invitees, a temporary, non-exclusive license to enter and use the Property for the purpose of conducting the Activities, provided that the Company’s use of the Property is reasonable at all times and comports with the terms of the Activity Proposal, the terms of this Agreement, and all applicable laws. The Company understands that the Property is comprised of the area commonly known as the Gridiron alone, and this Agreement does not permit the Company to use the alleys, parking lots, or sidewalks adjacent to the Property.

2. The Company’s license to use the Property for the Activities shall be effective for the times stated in the Activity Proposal, provided, however, that the Commission or the Commission’s authorized representative may revoke and terminate the license at any time for any reason, as determined in its, his, or her sole discretion. The Company agrees that it will not store any supplies, materials, goods, or personal property of any kind on the Property or otherwise use the Property for any purposes except during the time of the license stated in the foregoing sentence.

Immediately upon the completion of each Activity, the Company will remove from the Property all supplies, materials, goods, and personal property (including trash) used in connection with the Activity. At all times during the period of the Activities, the Company will keep the Property in good order and condition.

3. 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 on the Property and any property the Company uses or stores on the Property in connection with the Activities.

4. 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.

5. The Company understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations needed in order to conduct the Activities.

6. 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 Activities conducted on the Property.

7. The Commission reserves the right to use the Property during the term of this Agreement for any purpose that does not substantially interfere with or obstruct the Company's permitted use of the Property in accordance with the Activity Proposal and the other terms of this Agreement.

8. 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.

9. The Company agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, assigns, and licensees harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City 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 approval granted herein by the Commission or the Company's use of the Property. If any action is brought against the City or the Commission, or their respective agents, employees, successors, or assigns, in connection with the Activities, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. The Company, at the Company's sole expense, shall maintain during the term of this Agreement commercial general liability insurance covering the Company and the Activities 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.

11. 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.

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

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia Jones, President

ATTEST:

Donald E. Inks, Secretary

**BIKE MICHIANA COALITION
an Indiana non-profit corporation**

By: _____
Printed: _____
Its: _____

CONSENT OF SOUTHHOLD, LLC

Southhold, LLC hereby consents to the foregoing License Agreement between the South Bend Redevelopment Commission and Downtown South Bend, Inc.

**SOUTHHOLD, LLC,
an Indiana limited liability company**

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

4000.0000030 45,924,013.001

EXHIBIT A

Description of Property

The portion of the following property commonly known as the Gridiron:

Lot 1 of the recorded plat of Hall of Fame Second Minor Subdivision, recorded on July 22, 2015, as Document No. 1518735, in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 018-3091-347405]

EXHIBIT B

Activity Proposal

Organic Blueberry Pancake Breakfast

Tuesday, May 15th (7am - 9am) rain date is Wednesday, May 16th (7a – 9a)



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 5/9/18

FROM: Kyle Silveus

SUBJECT: Utility Easement at 322 S Lafayette Blvd

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

PURPOSE OF REQUEST: Granting of 5'x20' utility easement to AEP to install a new manhole at the NE property corner to improve network grid lines and provide service to the neighboring customer at 323 Main.

Specifics:

The Hibberd development on Main St. requires new underground electrical service. Due to existing utilities congestion in the North/South alley between Lafayette and Main, the required underground electrical service was not able to be installed in City Right of Way. After several iterations of alternate routes and cost analysis, a route consisting of service from Lafayette through the east/west alley with a 5'x20' easement in the NE corner of City owned property (west of Hibberd) was determined to be the best alternative to provide underground service to Hibberd.



An AEP Company

BOUNDLESS ENERGY™

Indiana Michigan Power
2929 Lathrop Ave.
South Bend, IN 46628
IndianaMichiganPower.com

May 2, 2018

Mr. Kyle Silveus, P.E.
Division of Engineering
1316 County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601

Re: Utility Easement to Install New Manhole at the NE property corner to improve network grid lines and provide service to neighboring customer at 323 Main on Lot 279, Original Plat of the Town, Now City of South Bend, Portage Twp., Sec 37, T37N, R2E, St. Joseph County, Indiana IMPCo Easement No. IN181047, Map 575

Dear Mr. Silveus:

In order to provide the electrical distribution system identified above, it is necessary to install our facilities on a portion of the land which is owned by the DEPARTMENT OF REDEVELOPMENT OF THE CITY OF SOUTH BEND FOR THE USE AND BENEFIT OF THE DEPARTMENT OF REDEVELOPMENT, BY AND THROUGH ITS GOVERNING BODY, THE SOUTH BEND REDEVELOPMENT COMMISSION. Please refer to the attached Exhibit "A" for the exact location of the proposed electrical distribution easements.

Prior to installing this service, the proper company signature is needed on the enclosed Distribution Easement. Also enclosed is legal consideration in the sum of \$1.00 in payment of this agreement. The easement is to be completed according to the following guidelines:

- The **Commission President** must sign the easement. Please enclose a copy of the official authority with the original, signed easement.
- The signature must be acknowledged before a Notary Public.
- No changes are to be made to the easement language.

Please return the signed and notarized easement to my office in the stamped, self-addressed envelope enclosed for your convenience in that regard. Upon receipt of the fully executed and notarized easement, we will release this job to the line department for installation. If you have any questions, please do not hesitate to contact me in connection therewith.

Sincerely,

Sylvia Durham, SR/WA, R/W – NAC
Right of Way Agent

Indiana Michigan Power Company
South Bend Service Center
Direct Dial 574.283.1870
smdurham@aep.com

ORIGINAL

EASEMENT RIGHT-OF-WAY

Easement No. IN181047

Map No. 575

Parcel ID No 71-08-12-160-003.000-026(018-3008-0256)

THIS INDENTURE, made by and between the **DEPARTMENT OF REDEVELOPMENT OF THE CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF THE DEPARTMENT OF REDEVELOPMENT, BY AND THROUGH ITS GOVERNING BODY, THE SOUTH BEND REDEVELOPMENT COMMISSION**, whose address is 1400 S. County-City Building, 227 W. Jefferson Blvd., South Bend , IN 46601 (hereinafter referred to as "GRANTOR"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana Corporation, whose post office address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana 46801 ("GRANTEE").

WITNESSETH, that for One (\$1.00) Dollar and other good and valuable consideration in hand paid, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor does hereby grant and convey to Grantee a **FIVE (5) FOOT WIDE by TWENTY (20) FOOT LONG RIGHT-OF-WAY AND EASEMENT (see Exhibit "A" attached hereto for the specific dimensions and location identification)** for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy and for communication purposes, including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the said easement, which easement is located on the following described **REAL ESTATE**, to-wit:

A parcel of land in the West Half of the Northwest Quarter of Section 12, Township 37 North, Range 2 East, situate in Portage Township, St. Joseph County, Indiana, and more particularly described as follows:

Lot Numbered Two Hundred Seventy-Nine (279) as shown on the Plat of ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, INDIANA.

Being the same (or a part of the same) property conveyed to the DEPARTMENT OF REDEVELOPMENT OF THE CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF THE DEPARTMENT OF REDEVELOPMENT, BY AND THROUGH ITS GOVERNING BODY, THE SOUTH BEND REDEVELOPMENT COMMISSION, by Quit Claim Deed recorded as Instrument Number 1804843 on March 2, 2018, in the Office of the Recorder of St. Joseph County, Indiana.

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

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

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

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

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

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

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

DEPARTMENT OF REDEVELOPMENT OF THE CITY
OF SOUTH BEND, FOR THE USE AND BENEFIT OF
THE DEPARTMENT OF REDEVELOPMENT, BY AND
THROUGH ITS GOVERNING BODY, THE SOUTH BEND
REDEVELOPMENT COMMISSION

DATED: _____



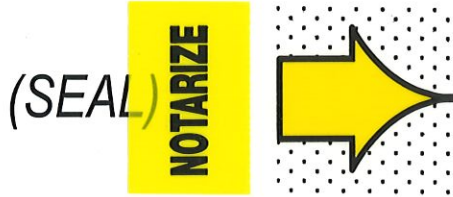
By: _____

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

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, on _____, 20____, personally appeared _____, the _____ of DEPARTMENT OF REDEVELOPMENT OF THE CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF THE DEPARTMENT OF REDEVELOPMENT, BY AND THROUGH ITS GOVERNING BODY, THE SOUTH BEND REDEVELOPMENT COMMISSION, and acknowledged execution of the foregoing document for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal.



Notary Public, _____

County, _____
My Commission Expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Sylvia M. Durham

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

EXHIBIT "A"
EASEMENT IN181047, MAP 575
LT 279, ORIGINAL PLAT TOWN OF SOUTH BEND
GRANTOR SOUTH BEND REDEVELOPMENT COMMISSION

EASEMENT IN181047
W/R 68082960
DIM0172205
JO0259 - B3-3, B3-6

Lot 280

Lot 273

Manhole JO259-B3-3

Manhole JO259-B3-6

Proposed 9-way duct

Alley

Lafayette Blvd.

City of South Bend - Redevelopment Department

71-08-12-160-003.000-026
(018-3008-0256)

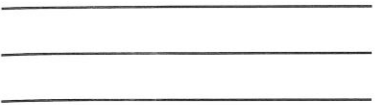
Lot 279

Lot 278

Lot 274

Alley





INDIANA MICHIGAN POWER
 ATTN: SYLVIA DURHAM
 2929 LATHROP ST
 SOUTH BEND IN 46628-3425

