



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, May 24, 2018 9:30 a.m.

1. **Roll Call**
2. **Approval of Minutes**
 - A. Minutes of the Regular Meeting of Thursday, May 10, 2018
3. **Approval of Claims**
 - A. Claims Submitted May 24, 2018
4. **Old Business**
5. **New Business**
 - A. Receipt of Bids
 1. 1522-1536 Prairie (D6)
 - B. Staff Recommendation of Bid
 1. 1743 Commerce (D1)
 - C. River West Development Area
 1. Fourth Amendment to Real Estate Purchase Agreement (Michigan Street Shops) (D2)
 2. Resolution No. 3435 (Franklin Street Technology Park, LLC) (D2)
 3. First Amendment (Franklin Street Technology Park, LLC) (D2)
 4. First Amendment to Development Agreement (Ziker) (D2)
 5. Budget Request (Lincolnway West-Charles Martin Streetscape Improvements) (D1)
 - D. Other
 1. Resolution No. 3436 (Determining Tax Increment to be Collected in Year 2019 (D1, D2, D4 & D5)
 2. License Agreement (Best Wednesday Ever PNA Site) (D2)

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, June 14, 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.



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

**SOUTH BEND REDEVELOPMENT COMMISSION
RESCHEDULED MEETING**

May 10, 2018
9:30a.m.
Presiding: Marcia Jones

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:32 a.m.

1. ROLL CALL

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

- Others Present: James Mueller DCI
Daniel Buckenmeyer DCI
Elizabeth Leonard Inks DCI
Elliot A. Anderson Legal
Kyle Silveus Engineering
Eric Henderson Prism Environmental

South Bend Redevelopment Commission
 Regular Meeting – May 10, 2018

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, April 26, 2018

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, April 26, 2018.

3. Approval of Claims

A. Claims Submitted May 10, 2018

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
REDEVELOPMENT COMMISSION			
Redevelopment Commission Claims May 10, 2018 for approval			
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		

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the claims submitted on Thursday, May 10, 2018.

4. Old Business

5. New Business

A. Receipt of Bids

1. 1743 Commerce Drive

Mr. Relos stated today at 9 AM was the last day for receipt of bids on 1743 Commerce Drive. We did receive one bid for the property, from Enzyme Research, and abutting property owner. The minimum offering price was \$28,250. This is for the vacant lot located at the corner of Voorde and Terminal Drive by the Airport. The bid was in the amount of \$28,250 and is accompanied by a 10% performance guaranty as is required. The bid stated they would like to use the land for expansion. It appears that the paperwork is in order so Mr. Relos asked Commission approval for staff to review and make a recommendation of the bid at a future meeting.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved staff to review and make a recommendation of the bid submitted on May 10, 2018.

B. River West Development Area

1. Budget Request (AEP Utility Move Hamilton Towing Block)

Mr. Relos presented a budget request for the AEP utility removal and relocation at the Hamilton Towing Block. 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 Street.

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.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Budget Request (AEP Utility Move Hamilton Towing Block) submitted on May 10, 2018.

2. Resolution No. 3434 (410 W. Wayne, LLC)

Mr. Buckenmeyer presented Resolution No. 3434 (410 W. Wayne, LLC). The Redevelopment Commission sold 331 W Wayne Street/Gates Service Center as a Real Estate Purchase Agreement for \$1 in 2016 outlining clear expectations for a timely investment, progress, development and completion of this project.

Early last fall it was discovered that the buyer had not completed elements necessary to exhibit compliance with the purchase agreement and progress on the development of the property.

Since then and in attempting to contact the buyer to remedy or understand the breach, we have been repeatedly met with a disappointing cycle of unresponsiveness and unwillingness to meet requests and milestones. Through this lengthy process it has become evident that this buyer is not a good and meaningful partner to the City of South Bend Redevelopment Commission and it is in all of our best interests to exercise contractual rights to request that the buyer work in good faith to re-convey the property back to the Redevelopment Commission as the contract allows.

We feel strongly that we have exhausted every opportunity to move forward. This Resolution serves as the Redevelopment Commission's official authorization of staff to act on your behalf and continue in our role as good stewards of taxpayer's resources.

There has been no activity at the site except a cooler installation for a party last fall. They have not pulled the proper permits.

Mr. Mueller states that the City is generally very flexible and works with businesses, however, they have been unresponsive.

Upon a motion by Secretary Inks, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved Resolution No. 3434 (410 W. Wayne, LLC) submitted on May 10, 2018.

3. License Agreement for Temporary Use (Bike Michiana)

Mr. Relos presented a License Agreement for Temporary Use (Bike Michiana). Bike Michiana would like to use the Gridiron for their Bike to Work Week organic pancake breakfast on Tuesday, May 15, 2018 or rain day Wednesday, May 16, 2018 from 7:00 am to 9:00 am. Commission approval is requested.

Upon a motion by Commissioner Phillips, seconded by Secretary Inks, the motion carried unanimously, the Commission approved License Agreement for Temporary Use (Bike Michiana) submitted on May 10, 2018.

4. AEP (Hibberd Easement)

Mr. Silveus presented an AEP easement for the Hibberd development. The Hibberd Development on Main Street requires new underground electrical service. Due to existing utility congestion in both the north / south and east / west alley between Wayne and Western and 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 through the east / west alley from Lafayette as the best alternative, requiring a 5' x 20' easement in the NE corner of 322 S Lafayette, which is Commission owned property (west of Hibberd).

Upon a motion by Commissioner Phillips, seconded by Secretary Inks, the motion carried unanimously, the Commission approved AEP (Hibberd Easement) submitted on May 10, 2018.

6. Progress Reports

A. Tax Abatement

1. Confirming Resolution next Monday for Hayes Towers
2. Confirming Resolution next Monday for Phase I Wharf Development

B. Common Council

C. Other

7. Next Commission Meeting:

Thursday, May 24, 2018, 9:30 a.m.

8. Adjournment

Thursday, May 10, 2018, 9:46a.m.

David Relos, Property Development Manager

Marcia Jones, President

ITEM: 3A

Claims
submitted

Explanation of Project

REDEVELOPMENT COMMISSION
Redevelopment Commission Claims May 24, 2018 for approval

324 RIVER WEST DEVELOPMENT AREA

Torti Gallas & Partners
American Electric Power
The Lincoln Electric Company
Abonmarche
Lochmueller Group
Hull & Associates Inc.
Mann Manufacturing Services, Inc.

281.75	Loading Study to Develop A Concept Plan Test FL Space & Pking Capacity
9,711.60	AEP Utility Move Hamilton Towing Block
72,149.16	Hand Torches Equip
9,100.00	Lincoln Way West & Charles Martin Sr. Intersection
40,432.81	Survey, Right of Way Research Design and Coordination with IDOT
2,508.89	GW & Vapor Intrusion Evaluation
7,350.00	Stadium Floodlights

422 FUND WEST WASHINGTON DEVELOPMENT AREA

Meridian Title
Patricia Rybick
James Patrick Rybicki
Miguel Hernandez

485.50	1043 W Colfax BEP Property Donation from SBH Needed for City Cemetery
12,621.44	Relocation & Residential Schedule Move
325.00	Relocation & Personal Property Move Only
300.00	Relocation & Personal Property Move Only

Total

155,266.15

FOURTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Fourth Amendment To Real Estate Purchase Agreement (this “Fourth Amendment”) is made effective as of May 24, 2018 (the “Effective Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Seller”) and Michigan Street Shops LLC (as assignee of Cressy & Everett Commercial Corporation (the “Corporation”)), an Indiana limited liability company with its principal place of business at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Seller and the Corporation entered into that certain Real Estate Purchase Agreement, dated August 10, 2017, as amended by the First Amendment to Real Estate Purchase Agreement, dated December 14, 2017, and as further amended by the Second Amendment to Real Estate Purchase Agreement, dated January 25, 2018, and by that certain Third Amendment to Real Estate Purchase Agreement, dated April 12, 2018 (together, the “Purchase Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. The Corporation assigned its rights and obligations under the Purchase Agreement to Buyer and Seller consented to such assignment, as set forth in Seller’s Resolution No. 3424 dated January 11, 2018.

C. The Parties wish to further amend the Purchase Agreement as set forth herein.

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

1. Section 2.A. of the Purchase Agreement shall be amended to include the following sentence at the end of the paragraph, “Seller shall credit to Buyer at Closing the estimated cost to repair or replace the heating, ventilation, and air conditioning systems for the Property in the amount of Thirty-Six Thousand Three Hundred Ninety-Eight and 38/100 Dollars (\$36,398.38).”

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

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

Signature Page Follows

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

BUYER:

Michigan Street Shops LLC,
an Indiana limited liability company

Edward Bradley, Member
Dated:

SELLER:

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

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

RESOLUTION NO. 3435

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
CONSENTING TO THE ASSIGNMENT OF REAL ESTATE PURCHASE
AGREEMENT TO FRANKLIN STREET TECHNOLOGY PARK LLC**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”) exists and operates pursuant to I.C. 36-7-14 (as amended, the “Act”); and

WHEREAS, pursuant to its purposes under the Act, the Commission entered into that certain Real Estate Purchase Agreement dated February 22, 2018 (the “Purchase Agreement”), with Five Corners LLC (“Five Corners”) for Five Corners’ purchase from the Commission of certain real property located adjacent to Ignition Park in the River West Development Area within the City of South Bend, Indiana (as more particularly described in the Purchase Agreement, the “Property”); and

WHEREAS, Section 18 of the Purchase Agreement requires Five Corners to obtain the Commission’s written consent to any assignment by Five Corners of Five Corners’ interests in the Purchase Agreement; and

WHEREAS, by a letter dated May 22, 2018, attached hereto as **Exhibit A**, Five Corners notified the Commission of its intention to assign the Purchase Agreement to Franklin Street Technology Park LLC (“Franklin Street”), and Five Corners has presented the assignment dated May 22, 2018 (the “Assignment”), attached hereto as **Exhibit B**, evidencing Franklin Street’s assumption of all the Corporation’s rights and obligations under the Purchase Agreement; and

WHEREAS, the Commission desires to express its consent to the Assignment, to approve necessary revisions to certain closing documents, and to direct the closing of the transaction accordingly; and

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

1. The Commission hereby formally consents to the assignment and to Franklin Street’s assumption of all Five Corners’ rights and obligations under the Purchase Agreement.
2. This Resolution will be in full force and effect upon its adoption by the Commission.

Signature Page Follows

ADOPTED at a meeting of the South Bend Redevelopment Commission held on May 24, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

EXHIBIT A

**Letter from Ann Hayes on behalf of Franklin Street Technology LLC
dated May 22, 2018**

EXHIBIT B

Assignment from Five Corners LLC to Franklin Street Technology Park LLC

FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This First Amendment To Real Estate Purchase Agreement (this “First Amendment”) is made effective as of May 24, 2018 (the “Effective Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Seller”) and Franklin Street Technology Park LLC (formerly Five Corners LLC), an Indiana limited liability company with its principal place of business 814 Marietta Street, South Bend, Indiana 46601 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Buyer and Seller entered into that certain Real Estate Purchase Agreement, dated February 22, 2018 (the “Purchase Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. Buyer desires to assign its rights and obligations under the Purchase Agreement to Franklin Street Technology Park LLC.

C. Seller agreed to the assignment of the Purchase Agreement in Seller’s Resolution No. 3435, dated May 24, 2018.

D. The Parties wish to further amend the Purchase Agreement as set forth herein.

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

1. In Section 10.A. of the Purchase Agreement, the phrase “thirty (30) days” shall be deleted and replaced with “one hundred twenty (120) days.”

2. The Commission hereby approves, and will execute simultaneously with this First Amendment, to be held by the Seller until Closing, the Special Warranty Deed attached hereto as **Exhibit A** (the “Revised Deed”), conveying ownership of the Property to Franklin Street Technology Park LLC. For the purposes of Closing, the Revised Deed replaces the Deed attached to the Purchase Agreement, and the Commission hereby authorizes and instructs David Relos of the City of South Bend Department of Community Investment to deliver to Buyer, at Closing, the Revised Deed. Buyer agrees to accept the Revised Deed at Closing.

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

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

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

BUYER:

Franklin Street Technology Park LLC,
an Indiana limited liability company

Charles S. Hayes, Managing Member
Dated:

SELLER:

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

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

EXHIBIT A

Revised Deed

SPECIAL WARRANTY DEED

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

CONVEYS AND SPECIALLY WARRANTS to Franklin Street Technology Park LLC, an Indiana limited liability company with its registered address at 814 Marietta Street, South Bend, Indiana 46601 (the “Grantee”), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the “Property”):

Parcel I: Lot Numbered One (1) as shown on the recorded Plat of Studebaker Corridor Fourth Minor Subdivision, recorded May 7, 1993 as Document Number 9315731 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel II: Lots Numbered Fifty-three (53) and Fifty-four (54) as shown on the recorded Plat of South Bend City, as platted by Samuel Morrison, now a part of the City of South Bend, in St. Joseph County, Indiana.

Parcel III: Lots Numbered Fifty-five (55) and Fifty-six (56) as shown on the recorded Plat of South Bend City, as platted by Samuel Morrison, now a part of the City of South Bend, in St. Joseph County, Indiana.

Parcel IV: Lots Numbered Fifty-seven (57), Fifty-eight (58), Fifty-nine (59), Sixty (60), Seventy-one (71), Seventy-two (72), Seventy-three (73) and Seventy-four (74) all as shown on the recorded Plat of South Bend City, platted by Samuel Morrison, now within and a part of the City of South Bend, Indiana.

[Parcel Key Nos. 018-8002-0061, 018-8002-0070, 018-8002-0071, 018-8002-0073, 018-8002-0074, 018-8002-0075, 018-8002-0076, 018-8002-0077, 018-8002-0078, 018-8002-0079, 018-8002-0094, 018-8002-0096, 018-8002-0097, 018-8002-0098, 018-8002-0099, 018-8002-0100, 018-8002-0101, 018-8002-0102, and 018-8002-0104.]

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

The Grantor hereby conveys the Property to the Grantee free and clear of all leases, licenses, and interests; subject to the terms and provisions of that certain Real Estate Purchase Agreement dated February 22, 2018, as amended from time to time, by and between the Grantor and the Grantee (the "Purchase Agreement"); subject to real property taxes and assessments; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Commission's development area plan affecting the area in which the Property is situated and any design review guidelines associated therewith.

Pursuant to Section 11 of the Purchase Agreement, the Grantor conveys the Property to the Grantee by this deed subject to certain conditions subsequent. In the event the Grantee fails to complete Phase I of the Property Improvements (as further defined in the Purchase Agreement), by the date that is two (2) years after the Grantor's conveyance of the Property to the Grantee hereunder, then the Grantor shall have the right (but not the obligation) to re-enter and take possession of the Property (or any portion thereof) and to terminate and re-vest in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Property (or any portion thereof) without offset or compensation for the value of any improvements to the Property made by the Grantee. The recordation of a Certificate of Completion in accordance with Section 11 of the Purchase Agreement will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

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

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

[Signature page follows.]

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Marcia I. Jones and Donald E. Inks, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Special Warranty Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 24th day of May, 2018.

My Commission Expires:
December 12, 2024

Mary C. Brazinsky, 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. Sandra L. Kennedy.

This instrument was prepared by Sandra L. Kennedy, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

ASSIGNMENT

This Assignment is made and entered into the ___ day of May 2018, by and between Five Corners LLC (“Assignor”), and Franklin Street Technology Park LLC (“Assignee”).

RECITALS

Assignor has entered into an agreement and subsequent amendments dated February 22, 2018 (the “Purchase Agreement”) to purchase real property from the City of South Bend, Indiana, Department of Redevelopment acting by and through its governing body, the South Bend Redevelopment Commission, for property located in South Bend, Indiana and further described in the attached **Exhibit A**.

Assignor wishes to assign all its right title and interest in the Purchase Agreement to Assignee, and Assignee has consented to the assignment and agreed to be bound by all the terms and conditions as set forth in the Purchase Agreement.

NOW, THEREFORE, Assignor hereby assigns all its right title and interest in the above referenced Purchase Agreement to Assignee, and Assignee hereby accepts such assignment and agrees to be bound by all terms and conditions contained in the Purchase Agreement.

Assignor: Five Corners LLC

By: Charles S. Hayes, Managing Member

Assignee: Franklin Street Technology Park LLC

By: Charles S. Hayes, Managing Member

Exhibit A

Description of Property

Parcel I: Lot Numbered One (1) as shown on the recorded Plat of Studebaker Corridor Fourth Minor Subdivision, recorded May 7, 1993 as Document Number 9315731 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel II: Lots Numbered Fifty-three (53) and Fifty-four (54) as shown on the recorded Plat of South Bend City, as platted by Samuel Morrison, now a part of the City of South Bend, in St. Joseph County, Indiana.

Parcel III: Lots Numbered Fifty-five (55) and Fifty-six (56) as shown on the recorded Plat of South Bend City, as platted by Samuel Morrison, now a part of the City of South Bend, in St. Joseph County, Indiana.

Parcel IV: Lots Numbered Fifty-seven (57), Fifty-eight (58), Fifty-nine (59), Sixty (60), Seventy-one (71), Seventy-two (72), Seventy-three (73) and Seventy-four (74) all as shown on the recorded Plat of South Bend City, platted by Samuel Morrison, now within and a part of the City of South Bend, Indiana.

[Parcel Key Nos. 018-8002-0061, 018-8002-0070, 018-8002-0071, 018-8002-0073, 018-8002-0074, 018-8002-0075, 018-8002-0076, 018-8002-0077, 018-8002-0078, 018-8002-0079, 018-8002-0094, 018-8002-0096, 018-8002-0097, 018-8002-0098, 018-8002-0099, 018-8002-0100, 018-8002-0101, 018-8002-0102, and 018-8002-0104]

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment To Development Agreement (this “First Amendment”) is effective as of May 24, 2018 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Ziker Sample Street, LLC, an Indiana limited liability company with its registered office at 52386 Windover Lane, Granger, Indiana 46530 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Parties entered into that certain Development Agreement dated November 20, 2017 (the “Development Agreement”) concerning the Developer’s undertaking of the Project; and

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

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

1. In Section 4.5 of the Development Agreement, the date “June 30, 2018” is deleted and replaced by the date “August 30, 2018,” and the date “June 30, 2019” is deleted and replaced by the date “August 30, 2019.”

2. The Parties hereby expressly reaffirm their obligations under the Development Agreement, and, unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.

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

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

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

Signature Page Follows

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

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

ZIKER SAMPLE STREET, LLC,
an Indiana limited liability company



David Ziker, Sole Member

Dated:

5-22-18



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: May 24, 2018

FROM: Michael Divita, Planner

SUBJECT: Project Budget for Lincolnway West-Charles Martin Streetscape Improvements

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

PURPOSE OF REQUEST:

Staff requests approval of a project budget of \$1,500,000 from the River West Development Area for construction and related costs for streetscape improvements around the Lincolnway West-Charles Martin Sr. Drive intersection.

As part of its implementation of the *West Side Main Streets Revitalization Plan*, the City of South Bend proposes to make improvements creating an environment more inviting to commercial and residential investment. This project would include the following elements:

- Completing intersection narrowing at the Lincolnway West and Charles Martin Sr. Drive intersection to promote safety and pedestrian crossings,
- Reconfiguring the Leland Avenue-Marion Street-Scott Street connections just north of the intersection to promote greater neighborhood access, and
- Preparing City-owned land near the northwest corner of the Lincolnway-Charles Martin intersection for development.

As necessary, curbs, sidewalks, driveway approaches, and street pavement will be replaced. Street trees and decorative lighting will be added, while scrub vegetation, dilapidated fencing, and excess pavement will be removed.

The Board of Public Works is tentatively scheduled to open bids and award the project in June. Construction will begin this summer for completion in fall 2018.

CITY OF SOUTH BEND | REDEVELOPMENT COMMISSION

INTERNAL USE ONLY: Project Code: 17JL01;

Total Amount new/change (inc/dec) in budget: \$1,500,000 ; Break down:

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

Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt \$1,500,000 ;

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

_____ . Going to BPW for Contracting? Y/N

Is this item ready to encumber now? No, will be encumbered upon BPW bid award Existing

PO# _____ Inc/Dec \$ _____

RESOLUTION NO. 3436

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
DETERMINING THAT THE TAX INCREMENT WHICH MAY BE COLLECTED IN
THE YEAR 2019 IS NEEDED TO SATISFY OBLIGATIONS OF THE COMMISSION
AND THAT NO EXCESS ASSESSED VALUE MAY BE ALLOCATED TO THE
RESPECTIVE TAXING UNITS AND OTHER RELATED MATTERS**

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the South Bend, Indiana, Department of Redevelopment (the "Department") and of the Redevelopment District of the City of South Bend, Indiana (the "Redevelopment District"), exists and operates under the provisions of IC 36-7-14, as amended from time to time (the "Act"); and

WHEREAS, the Commission has previously adopted resolutions, which have been amended from time to time, declaring various portions of the City of South Bend to be economic development areas or redevelopment areas within the meaning of the Act (the "Areas") and designated territory within such Areas as allocation areas (the "Allocation Areas") under Section 39 of the Act, which Allocation Areas are listed in Exhibit A attached hereto; and

WHEREAS, the Commission, in accordance with the Act, has previously established an allocation fund for each of the Allocation Areas (the "Allocation Funds"); and

WHEREAS, Section 39 of the Act requires the Commission to determine the amount, if any, by which the assessed value of the taxable property in the Allocation Areas for the most recent assessment date minus the base assessed value, when multiplied by the estimated tax rate of the respective Allocation Areas, will exceed the amount of assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds payable from the Allocation Fund, plus the amount necessary for other purposes described in Section 39 of the Act; and

WHEREAS, Section 39 of the Act requires the Commission to provide to the St. Joseph County Auditor, the Common Council, the Department of Local Government Finance, and the fiscal officers for each taxing unit located wholly or partly within the respective Allocation Areas written notice stating (i) the amount, if any, of excess assessed value that the Commission has determined may be allocated to the respective taxing units in the manner prescribed in Section 39 of the Act, or (ii) that the Commission has determined that there is no excess assessed value that may be allocated to the respective taxing units in the manner prescribed in Section 39 of the Act; and

NOW, THEREFORE, BE IT RESOLVED by the South Bend Redevelopment Commission as follows:

1. The Commission hereby determines that there is no excess assessed value in the Allocation Areas that may be allocated to the respective taxing units in the manner prescribed in Section 39 of the Act because the Commission hereby finds that, for each respective Allocation

Area, the assessed value of the taxable property in the Allocation Area for the most recent assessment date minus the base assessed value, when multiplied by the estimated tax rate of the Allocation Area, will not exceed the amount of assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds payable from the Allocation Fund of the Allocation Area, plus the amount necessary for other purposes described in Section 39 of the Act. Accordingly, for tax year payable 2019, the Commission determines that no amount of assessed value of the Allocation Areas will be allocated to the respective taxing units in the manner prescribed in Section 39 of the Act. In making this determination, the Commission has considered the effect that such determination will have on the property tax rate in the Redevelopment District.

2. This determination for 2019 shall not be construed to affect any future determination of the Commission with respect to the capture of assessed value of the taxable property in the Allocation Areas in the years following 2019.

3. The President or Vice President of the Commission is hereby authorized and directed to immediately notify or cause to be notified the St. Joseph County Auditor, the South Bend Common Council, the Department of Local Government Finance, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code 6-1.1-17-5 for each of the other taxing units wholly or partly located within the Allocation Areas of the determinations made herein by the Commission, by way of a letter in substantially the form attached hereto as Exhibit B, which notice is intended to satisfy the requirements of Section 39 of the Act. Further, the Commission acknowledges that, based on its determination herein, no notice is due to the St. Joseph County Auditor under 50 IAC 8-2-4(b).

ADOPTED AND APPROVED at a meeting of the South Bend Redevelopment Commission held on the 24th day of May, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

**CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT**

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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EXHIBIT A

Allocation Areas

- 1) River West Development Area
- 2) West Washington Development Area
- 3) River East Development Area Allocation Area #1
- 4) River East Development Area Allocation Area #2
- 5) South Side General Development Area #1

EXHIBIT B

(Form of Letter)

Date

Mr./Ms. [Name]
Taxing Unit Address

Subject: Request Regarding Capture of Incremental Assessed Value for the City of South Bend

Dear Mr./Ms. [Name]:

In accordance with the provisions of IC 36-7-14-39, the Redevelopment Commission of the City of South Bend, Indiana, has determined (by Resolution #3394, passed 5/25/17) that there is no excess assessed value that may be allocated to the respective taxing units in the manner prescribed in subdivision (1) of IC 36-7-14-39(b).

The Allocation Areas of the City of South Bend covered by this letter are as follows:

River West Development Area
West Washington Development Area
River East Development Area Allocation Area # 1
River East Development Area Allocation Area #2
South Side General Development Area #1

Very truly yours,

Marcia Jones,
President

South Bend Redevelopment Commission

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

This License Agreement (this “Agreement”) is made on May 24, 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 La Casa de Amistad, an Indiana non-profit corporation with a registered office address of 746 S Meade South Bend, IN 46619 (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, 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 2401 W Western Avenue alone.

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

**La Casa de Amistad
an Indiana non-profit corporation**

By: _____
Printed: _____
Its: _____

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EXHIBIT A

Description of Property

The portion of the following property commonly known as the former PNA Lodge #83 Parking lot at the NW corner of Olive & Western:

101.5 x 444.1' Ex S Part of Singer Tract 3 and ROW Sec 10-37-2E 19/20 #ROW 558
2/28/2018 11/12 split to City of SB for street 6580 WD 9-13-10, in the Office of the
Recorder of St. Joseph County, Indiana. [Parcel Key No. 018-4096-357902]

EXHIBIT B

Activity Proposal

BEST WEEK EVER – BEST WEDNESDAY EVER

Wednesday, May 30th is the Best Wednesday Ever festival. Hosted by La Casa de Amistad as part of the VPA Best Week Ever. The event will be on Western Ave between Bendix and Camden and we would like to use the PNA Site as overflow parking. We would like to use the existing parking lot and also park on the lawn. There would be an attendant and signage for guests to know where to park.

Trampo will be dropping people off at that site, and Limebikes will be available for drivers.