



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, September 27, 2018 9:30 a.m.

1. **Roll Call**
2. **Approval of Minutes**
 - A. Minutes of the Regular Meeting of Thursday, September 13, 2018
3. **Approval of Claims**
 - A. Claims Submitted September 27, 2018
4. **Old Business**
5. **New Business**
 - A. River West Development Area
 1. Second Amendment to Development Agreement (GLC Portage Prairie II, LLC) - D2
 2. Budget Request (DLZ Professional Services – Fat Daddy’s Demo) - D2
 - B. Administrative
 1. Amended and Restated Redevelopment Legal Services Agreement
6. **Progress Reports**
 - A. Tax Abatement
 - B. Common Council
 - C. Other
7. **Next Commission Meeting:**

Thursday, October 11, 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
REGULAR MEETING**

September 13, 2018

9:30 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:31 a.m.

1. ROLL CALL

Members Present: Marcia Jones, President
 Dave Varner, Vice-President
 Don Inks, Secretary
 Gavin Ferlic, Commissioner
 Quentin Phillips, Commissioner
 Leslie Wesley, Commissioner

Members Absent:

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
Michael Divita	DCI
Tony Sergio	DCI
Austin Gammage	DCI
Kristen Sawdon	Great Lakes Capital
Aaron Perri	Venue Parks & Arts
Caleb Bauer	South Bend Tribune
Kyle Silveus	Engineering
Eric Henderson	Prism Environmental
Conrad Damian	718 E Broadway
Mark Peterson	WNDU
Eric Watson	WNDU

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2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, August 23, 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, August 23, 2018.

3. Approval of Claims

A. Claims Submitted September 13, 2018

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
REDEVELOPMENT COMMISSION Redevelopment Commission Claims September 13, 2018 for approval			
<u>324 RIVER WEST DEVELOPMENT AREA</u>			
Century Center	2,792.41	West Entry Improvement to Center	
Plews Shadley Racher & Braun LLP	1,125.00	Bosch/Honeywell	
DLZ	265.00	Tucker Dr.	
Walsh & Kelly, Inc.	383,377.06	Downtown Cross Street Improvements	
Gibson-Lewis, LLC	64,575.96	Fire Station #4	
City of South Bend	97,951.50	Reimburse Engineering for Services Rendered per ESA Section 4A	
Lawson-Fisher Associates P.C	30,634.83	West Bank Corridor Improvements Final Design	
CBS Service, LLC	418,957.12	Berlin Place No. Electrical, Mechanical & Plumbing - Division	
Transpo	100,000.00	Wire Transfer - Semi-Annual Pymt for Main & Colfax Garage Lease	
Abonmarche	622.50	Lincoln Way West & Charles Martin Sr. Intersection	
Black & Veatch Corp.	8,186.00	Training & Updates on Water CAD and Task on the Olive Treatment Plant	
United Consulting	5,289.40	Coal Line Trail Ph I	
Kolata Enterprises LLC	742.50	Professional Services	
Kil Architecture Planning		Lafayette Building	21,776.00
<u>422 FUND WEST WASHINGTON DEVELOPMENT AREA</u>			
Meridian Title	33,543.77	Wire Transfer - For Acquisition 1201 W. Colfax City Cemetery	
Rieth Riley Construction Co, Inc.	361,268.05	Two-Way Conversion of Colfax Ave	
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>			
Abonmarche	1,109.87	Perley Primary Center Safe Routes to School Construction Inspection Services	
<u>430 FUND SOUTH SIDE TIF AREA #1</u>			
DHA	5,110.00	Drainage Plan & Repair	
Jones Petrie Rafinski	2,047.50	St. Joseph Streetscape Improvements	
Mc Cormick Engineering, LLC	7,034.27	Bowen St. Improvements	
Donohue	6,155.89	South Wellifield, Plant & Pressure Zone Improvements	
Kil Architecture Planning	2,649.89	Erskine Clubhouse Ph II	
<u>452 TIF PARK BOND CAPITAL</u>			
Beam Longest NEFF	3,172.00	Leeper Park Improvement	
Lochmuller Group	1,071.46	Historic Leeper Park Improvements	
Troyer Group	3,920.00	Pulaski Park	
Total	1,541,601.98		21,776.00
Total Of Both Columns	1,563,377.98		

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

4. Old Business

5. New Business

A. Public Hearings

1. Resolution No. 3441 (River West Development Area)

Ms. Leonard Inks presented Resolution No. 3441 (River West Development Area). This Resolution appropriates an additional \$2,000,000 from the River West Development Area TIF Fund 324 in 2018.

President Jones opened the floor to the public for discussion. No comments were made. President Jones closed the floor to public comments.

President Jones opened the floor to the Commission for discussion. No comments were made. President Jones closed the floor to Commission comments.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Resolution No. 3441 (River West Development Area) submitted on Thursday, September 13, 2018.

2. Resolution No. 3442 (River East Development Area)

Ms. Leonard Inks presented Resolution No. 3442 (River East Development Area). This Resolution appropriates an additional \$2,000,000 from the River East Development Area TIF Fund 429 in 2018.

President Jones opened the floor to the public for discussion. No comments were made. President Jones closed the floor to public comments.

President Jones opened the floor to the Commission for discussion. No comments were made. President Jones closed the floor to Commission comments.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Resolution No. 3442 (River East Development Area) submitted on Thursday, September 13, 2018.

3. Resolution No. 3443 (South Side Development Area)

Ms. Leonard Inks presented Resolution No. 3443 (South Side Development Area). This Resolution appropriates an additional \$1,000,000 from the South Side Development Area TIF Fund 430 in 2018.

President Jones opened the floor to the public for discussion. No comments were made. President Jones closed the floor to public comments.

President Jones opened the floor to the Commission for discussion. No comments were made. President Jones closed the floor to Commission comments.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3443 (South Side Development Area) submitted on Thursday, September 13, 2018.

4. Resolution No. 3444 (Douglas Road Development Area)

Ms. Leonard Inks presented Resolution No. 3444 (Douglas Road Development Area). This Resolution appropriates an additional \$60,000 from the Douglas Road Development Area TIF Fund 435 in 2018.

President Jones opened the floor to the public for discussion. No comments were made. President Jones closed the floor to public comments.

President Jones opened the floor to the Commission for discussion. No comments were made.

Vice-President Varner asked if this closes the Douglas Road TIF.

Ms. Leonard Inks responded that at some point we hope to; this will use up the remaining balance.

President Jones closed the floor to Commission comments.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3444 (Douglas Road Development Area) submitted on Thursday, September 13, 2018.

5. Resolution No. 3445 (West Washington Allocation Area)

Ms. Leonard Inks presented Resolution No. 3445 (West Washington Allocation Area). This Resolution appropriates an additional \$400,000 from the West Washington Allocation Area TIF Fund 422 in 2018.

President Jones opened the floor to the public for discussion. No comments were made. President Jones closed the floor to public comments.

President Jones opened the floor to the Commission for discussion. No comments were made. President Jones closed the floor to Commission comments.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3445 (West Washington Allocation Area) submitted on Thursday, September 13, 2018.

6. Resolution No. 3446 (Redevelopment Retail)

Ms. Leonard Inks presented Resolution No. 3446 (Redevelopment Retail). This Resolution appropriates an additional \$86,000 from the Redevelopment Retail TIF Fund in 2018. Since we have sold the Michigan and Wayne Street Garage retail spaces, this action will allow the eventual transfer of the remaining cash available

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to Parks (approximately \$160,000), for the Leighton Courtyard maintenance.

President Jones opened the floor to the public for discussion. No comments were made. President Jones closed the floor to public comments.

President Jones opened the floor to the Commission for discussion. No comments were made. President Jones closed the floor to Commission comments.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Resolution No. 3446 (Redevelopment Retail) submitted on Thursday, September 13, 2018.

B. River West Development Area

1. Resolution No. 3447 (Accepting Property Transfer 900 S Lafayette Blvd)

Mr. Relos presented Resolution No. 3447. This Resolution accepts the parcel at 900 S Lafayette Blvd. from the Board of Public Works. This is at the SE corner of Lafayette and Sample, which previously housed Hamilton Towing and Airgas, which are abutting and Commission owned. The Board of Public Works approved a matching Resolution on September 11th, agreeing to transfer this parcel to the Commission. Commission approval is requested.

Upon a motion by Secretary Inks, seconded by Vice-President Varner, the motion carried unanimously, the Commission approved Resolution No. 3447 (Accepting Property Transfer 900 S Lafayette Blvd) submitted on Thursday, September 13, 2018.

2. License Agreement (Vickie L Gabbard Trust)

Mr. Relos presented a License Agreement with the Vickie L Gabbard Trust, owner of a building that is attached by two second story walkways to one of the Fat Daddy's buildings. This agreement allows the removal of the walkways as part of the demolition, and for the openings to be infilled with similar style brick. Commission approval is requested.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved License Agreement (Vickie L Gabbard Trust) submitted on Thursday, September 13, 2018.

3. Budget Request (Western Avenue Streetscape Falcon-Dundee)

Mr. Divita presented a Budget Request for the Western Avenue Streetscape Falcon-Dundee. Staff is requesting a project budget of \$200,000 from the River West Development Area as part of the West Side Main Streets Revitalization Plan. The City of South Bend proposes to make continued streetscape improvements including the four-block section of Western Avenue between Falcon and Dundee Streets. The work will complement the previous Western Avenue improvements with curbs, sidewalks, driveway approaches and street pavement being replaced. Street trees, other landscaping and decorative lighting will be added, and new

water main and storm sewer may be installed. Construction is expected to begin in Spring of 2019 if funding is available.

Upon a motion by Vice-President Varner, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Budget Request (Western Avenue Streetscape Falcon-Dundee) submitted on Thursday, September 13, 2018.

4. AEP Easement (Coveleski Park)

Mr. Silveus presented an AEP Easement for the Coveleski Park area, which will serve the new Berlin Place development. This is for a 15' easement on the SW corner of Lafayette and Monroe and is currently a paved parking lot. Commission approval is requested.

Upon a motion by Commission Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved AEP Easement (Coveleski Park) submitted on Thursday, September 13, 2018.

5. Third Amendment to Real Estate Purchase Agreement (Franklin Street Technology Park)

Mr. Buckenmeyer presented the Third Amendment to Real Estate Purchase Agreement (Franklin Street Technology Park). This Agreement extends the due diligence period a total of 240 days, to allow the utility companies to complete their removal of the lines and poles in the north / south alley. Removing utilities prior to closing is required in the Agreement. Commission approval is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Third Amendment to Real Estate Purchase Agreement (Franklin Street Technology Park) submitted on Thursday, September 13, 2018.

6. Development Agreement (112 West Jeff LLC)

Mr. Relos noted that the Development Agreement on the first page refers to the property being located in the South Bend Central Development Area. This will be corrected to reflect that it is in the River West Development Area.

Mr. Mueller presented this Development Agreement with 112 West Jeff LLC. This is the parking garage at Main & Wayne, across from the library. Great Lakes Capital purchased the garage a couple of years ago and have invested \$2.8M in renovations to date, and are committing another \$750,000 to complete this key parking garage serving downtown. To assist in the completion of the garage's renovation, \$500,000 from the River West TIF, for the façade, elevator and tower repairs is requested. Great Lakes Capital has agreed to accommodate the parking needs of the residents of Robertson's Senior Apartments at a lower cost. Commission approval is requested.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Development (112 West Jeff LLC) submitted on Thursday, September 13, 2018.

7. First Amendment to Development Agreement (One Michiana)

Mr. Buckenmeyer presented the First Amendment to Development Agreement with Wayne Street Associates LLC (the One Michiana Square building). Bids came in a little high, and to allow them to be awarded Wayne St. Associates has agreed to pay the amount over the Commission's committed amount of \$250,000. This increases the Commission's commitment to \$267,769.20, with Wayne Street Associates then reimbursing the Commission \$17,769.20. Commission approval is requested.

Upon a motion by Vice-President Varner, seconded by Secretary Inks, the motion carried unanimously, the Commission approved First Amendment to Development Agreement (One Michiana) submitted on Thursday, September 13, 2018.

C. River East Development Area

1. Budget Request (Howard Park)

Mr. Perri presented a budget request for Howard Park. In 2015 there was a plan to remove and replace the 58-year-old ice rink at Howard Park. The Commission approved a budget of \$1.5M to be funded by the River East Development Area. The plan did not take into consideration the rest of Howard Park or the Riverfront Parks and Trails Plan.

After a nine month community visioning process and twelve month design process, we now have a more comprehensive framework for the shared community spaces along the river. The City is also now the beneficiary of nearly \$12M worth of private grants and partnership funding to implement these plans. This is an \$18M construction project which includes a new ice skating and interactive water feature, a signature playground, a new community center, an event lawn, improved accessibility, and enhanced site amenities. To leverage the private investment and complete the redevelopment of Howard Park, an additional \$1.9M is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the Budget Request (Howard Park) submitted on Thursday, September 13, 2018.

D. Administrative

1. Resolution No. 3448 (Setting Public Hearing on TIF Appropriations)

Ms. Leonard Inks presented Resolution No. 3448 (Setting Public Hearing on TIF Appropriations). This Resolution sets the Public Hearing on 2019 TIF Appropriations for October 11, 2018 and allows this to be advertised. Commission approval is requested.

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Upon a motion by Commissioner Ferlic, seconded by Vice-President Varner, the motion carried unanimously, the Commission approved Resolution No. 3448 (Setting Public Hearing on TIF Appropriations) submitted on Thursday, September 13, 2018.

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, September 27, 2018, 9:30 a.m.

8. Adjournment

Thursday, September 13, 2018, 9:55 a.m.

David Relos, Property Development Manager

Marcia Jones, President

ITEM: 3A

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims September 27, 2018 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
Hull & Associates Inc.	2,787.50	Environmental Services
Gibson-Lewis, LLC	174,082.17	Fire Station #4
Kil Architecture Planning	6,224.00	Lafayette Building
Gibson-Lewis, LLC	449,819.01	Charles Black Center Renovation
R. Yoder Construction Inc.	46,904.16	Hibberd Plaza Improvements
City of South Bend	19,252.50	2nd Quarter of 2018 Agreement Legal Dept.
US Bank	198,500.00	Lease Rental Rev Ref Bd, Series 2013 Century Center
<u>422 FUND WEST WASHINGTON DEVELOPMENT AREA</u>		
Meridian Title	33543.77	Wire Transfer - Acquisition 1201 W Colfax
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Christopher B. Burke Engineering, LLC	1,837.50	S Points Utility Relocation Design
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Donohue	2,175.00	South Wellfield
<u>452 TIF PARK BOND CAPITAL</u>		
Lawson-Fisher Associates	6,382.50	Parks Improvements Program Manager
Total	941,508.11	
Total Both Columns	941,508.11	



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: September 27, 2018
FROM: David Relos, Property Development Manager
SUBJECT: Budget Request DLZ Professional Services (Fat Daddy's Demo)

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

PURPOSE OF REQUEST:

To prepare for the demolition of the Fat Daddy's buildings, Engineering would like the assistance of DLZ to prepare demolition specifications, assist with pre-bid and pre-con meetings, assist in the bidding / award phase, and provide clarifications once demolition begins. Cost for these services is \$49,800, with projected award date for the demolition contract to be early December.

Considering the limited access available to fully investigate these building and potential for additional work, Commission approval of a \$55,000 budget allocation from the RWDA is requested.

INTERNAL USE ONLY: Project Code: 15J028 ;
Total Amount **new**/change (inc/dec) in budget: -0- ; Breakdown:
Costs: Engineering Amt: _____ ; Other Prof Serv Amt \$55,000 ;
Acquisition of Land/Bldg (circle one) Amt: _____ ; Street Const Amt _____ ;
Building Imp Amt _____ ; Sewers Amt _____ ; Other (specify) Amt: _____
_____ . Going to BPW for Contracting? **Y**
Is this item ready to encumber now? No Existing PO# _____ Inc/Dec \$ _____

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (this “Second Amendment”) is effective as of September 27, 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 GLC Portage Prairie II, LLC, an Indiana limited liability company with offices at 112 West Jefferson Blvd., Suite 200, South Bend, Indiana 46601 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. The Commission and the Developer entered into a Development Agreement, dated October 26, 2017, as amended by a First Amendment to Development Agreement, dated March 22, 2018 (collectively, the “Development Agreement”), concerning the Developer’s improvement of the Developer Property, including the construction of a new commercial building.

B. In accordance with and subject to the terms of the Development Agreement, the Commission agreed to expend no more than Four Hundred Fifty Thousand Dollars (\$450,000) of tax increment finance revenues to complete the Local Public Improvements in support of the Developer’s construction on the Developer’s Property, including but not limited to upgrades to the existing sanitary sewer lift station and asphalt work.

C. The Parties have agreed to designate One Hundred Fifty Thousand Dollars (\$150,000) of the Funding Amount as a contribution to the upgrades to the sanitary sewer lift station (the “Contribution Amount”), which upgrades have not yet been bid.

D. In accordance with Section 5.2(c) of the Development Agreement, bids were received for the asphalt work portion of the Local Public Improvements by the City of South Bend Board of Public Works (the “Board”), as the Commission’s agent, on September 25, 2018 at the Board’s public meeting, and the bids have exceeded the Funding Amount, after accounting for the Contribution Amount.

E. In order for the Board to award the contract to the winning bidder for the asphalt work portion of the Local Public Improvements (the “LPI Contract”), the Commission will be required to increase the Funding Amount by One Hundred Forty-Seven Thousand Eight Hundred Thirty-Four and 20/100 Dollars (\$147,834.20) (the “Funding Amount Increase”).

F. In consideration of the Commission’s willingness to increase the Funding Amount, and thereby to permit the Board’s award of the LPI Contract, the Developer has agreed to pay the Funding Amount Increase in the manner 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. Section 1.3 of the Development Agreement is amended to read in its entirety as follows:

Funding Amount. “Funding Amount” means an amount not to exceed Five Hundred Ninety-Seven Thousand Eight Hundred Thirty-Four and 20/100 Dollars (\$597,834.20) of tax increment finance revenues to be used for paying the costs associated with construction, equipping, inspection, and delivery of the Local Public Improvements, One Hundred Fifty Thousand Dollars (\$150,000) of which shall be reserved as a contribution toward upgrades to the sanitary sewer lift station as set forth in Exhibit C and any documentation regarding such upgrades provided to Developer by the Commission or its agent.

2. The Developer hereby expressly reaffirms its obligation under Section 5.2(d) of the Development Agreement to pay all costs of completing the Local Public Improvements, including any necessary change orders to the LPI Contract, in excess of the Funding Amount, as such amount is hereby amended. The Developer hereby acknowledges that the Developer or the Developer’s designee will inspect the Local Public Improvements upon completion and hereby expressly reaffirms its obligation under Section 5.2(d) of the Development Agreement to pay all costs of inspecting the Local Public Improvements.

3. Notwithstanding any provision to the contrary, the Commission’s obligations to complete the asphalt portion of the Local Public Improvements will be satisfied in full upon the completion of the LPI Contract, irrespective of the final amount of the LPI Contract.

4. As an inducement for the Commission’s increase of the Funding Amount under this Second Amendment and as a further assurance to the Commission pursuant to Section 9.12 of the Development Agreement, within five (5) days after the Effective Date of this Second Amendment, the Developer (or the Developer’s designee) will submit to the Commission certified funds in the amount of One Hundred Forty-Seven Thousand Eight Hundred Thirty-Four and 20/100 Dollars (\$147,834.20), which funds will be applied at an appropriate time to the LPI Contract in accordance with the City’s ordinary payment practices and applicable laws.

5. 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.

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

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

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

9. 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.

Signature Page Follows

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

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

GLC PORTAGE PRAIRIE II, LLC,
an Indiana limited liability company

By: _____

Name: _____

Title: _____

AMENDED AND RESTATED REDEVELOPMENT LEGAL SERVICES AGREEMENT

This Amended and Restated Redevelopment Legal Services Agreement (this “Agreement”) is made effective the 1st day of July 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 the City of South Bend, an Indiana municipal corporation, acting by and through the South Bend Board of Public Works (the “Provider”).

RECITALS

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

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

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

D. The Commission desires to undertake certain actions and promote certain activities within the Areas that are necessary to carry out the Development Plans for the Areas and facilitate development of the Areas (the “Projects”).

E. The Commission requires certain legal services related to the acquisition and redevelopment of property located in the Areas in connection with the Projects, which services the Commission may procure in accordance with the Act, including the provisions of I.C. 36-7-14-12.2(a)(13), I.C. 36-7-14-39(b)(3)(J), and I.C. 36-7-14-25.1(a).

F. The Provider is an Indiana municipal corporation and has staff members in the City’s Department of Law (the “Legal Department”) with the knowledge, experience, and expertise to provide the legal services that are reasonable and necessary for carrying out the Projects.

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

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

I. The Commission and the Provider previously entered into a certain Redevelopment Services Agreement, dated January 12, 2017 (the “2017 Agreement”); however, staffing changes have necessitated an amendment and restatement of the 2017 Agreement as provided herein.

NOW, THEREFORE, the parties agree as follows:

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

Contract Administrator: The term “Contract Administrator” shall mean the Executive Director of the Department of Community Investment.

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

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

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

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

The parties acknowledge and agree that this Agreement amends and restates the 2017 Agreement.

SECTION 3. **Project Information.**

A. **Information and Communications.** The Commission shall provide all documents, maps, reports, and other data requested by the Provider necessary for the Provider to accomplish the Requested Services. The Commission and the Provider agree that the Commission shall be permitted to obtain at no additional cost and to retain any and all documents prepared or caused to be prepared by the Provider in connection with the services to be provided by the Provider and the

Provider agrees to provide the Commission with said documents upon request by the Commission. Said documents may be used by the Commission or others with respect to the Commission's undertakings with respect to the Projects.

B. Point of Contact. The Commission hereby designates the Contract Administrator to serve on behalf of the Commission as the Provider's principal point of contact for purposes of this Agreement. The Contract Administrator will be responsible for the provision of relevant information to the Provider concerning the Projects and any Requested Services to be rendered by the Provider in connection with the Projects. The parties acknowledge and agree that any employee of the City of South Bend rendering the Requested Services to the Commission under this Agreement will remain an employee of the City of South Bend and will report to his or her supervisor(s) as determined by the head of the Legal Department.

SECTION 4. Compensation.

A. Fees for Services. As compensation for the Requested Services, the Commission agrees to pay the Provider a flat fee for each respective calendar year during which this Agreement is in effect (the "Annual Fee"). Commencing on the Effective Date, the Annual Fee shall be the maximum payable salary for a full-time Assistant City Attorney for the City as set forth in the annual City salary ordinance, which is, as of the Effective Date, Eighty-seven Thousand Five Hundred Thirty-three Dollars (\$87,533).

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

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

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

SECTION 5. Term.

The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate in accordance with Section 6 of this Agreement or upon the parties' mutual agreement.

If not terminated under Section 6 of this Agreement or by the parties' mutual agreement, this Agreement shall automatically renew on an annual basis.

SECTION 6. Termination and Default.

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

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

SECTION 7. Confidentiality.

A. Confidential Information. The Provider acknowledges that information which the Commission regards as confidential or proprietary in nature (the "Information"), may come to the knowledge of the Provider during the Provider's performance of services. The Provider shall treat the Information as strictly confidential and agrees that the Provider will not, at any time or in any manner, either directly or indirectly, (i) use, or allowed to be used, any Information for the Provider's own benefit or the benefit of any director, official, employee or agent or any third party, or (ii) divulge, disclose or communicate in any manner any Information to any third party without the written consent of the Commission. The Provider shall be responsible for maintaining the confidentiality of any Information in its possession, including taking appropriate measures to secure said Information against such uses and dissemination and to inform any person to which it allows to access such information of its confidentiality. Notwithstanding anything to the contrary contained in this Agreement, the parties will adhere to their respective obligations under the Indiana Access to Public Records Act, and nothing herein will be construed to relieve either party of such obligations.

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

SECTION 8. Relationship.

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

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

SECTION 9. Indemnification.

The Provider hereby agrees to defend, indemnify, and hold harmless the Commission, its officials, directors, employees, and agents from any and all claims of any nature which arise from the performance by the Provider under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising out of the negligence of the Commission, its officials, directors, employees, and agents. The obligations of the Provider under this Section shall survive the termination of this Agreement.

SECTION 10. Equal Opportunity.

The Provider shall comply with federal, state, and local law in its hiring and employment practices and policies for any activity covered by this Agreement.

SECTION 11. Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

SECTION 12. Law Governing.

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

SECTION 13. Assignment.

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

SECTION 14. Amendment.

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

SECTION 15. Notices.

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

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

Provider: Department of Public Works
 1300 N. County-City Building
 South Bend, Indiana 46601
 Attn: Executive Director

SECTION 16. Counterparts.

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

SECTION 17. Authority.

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

[Signature page follows.]

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

**SOUTH BEND BOARD OF
PUBLIC WORKS**

Gary Gilot, President

Therese Dorau, Member

Suzanna Fritzberg, Member

Elizabeth Maradik, Member

James Mueller, Member

ATTEST:

Linda Martin, Clerk

**SOUTH BEND REDEVELOPMENT
COMMISSION**

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

EXHIBIT A

Requested Services

1. Drafting of documents related to the acquisition and redevelopment of property in the Areas pursuant to the Development Plans.
2. Review for legal sufficiency third party documents related to the acquisition and redevelopment of property in the Areas pursuant to the Development Plans.
3. Consultation with and advising of members of the Department concerning legal issues related to the acquisition and redevelopment of property in the Areas pursuant to the Development Plans.
4. Other services related to the acquisition and redevelopment of property in the Areas pursuant to the Development Plans, as assigned by the Contract Administrator, and including, but not limited to, preparation of contractual enforcement documents, representation in regulatory or judiciary proceedings, advice concerning statutory requirements, consultation with and the retainment of outside legal resources, and consultation and cooperation with other City departments and/or their legal counsel.