



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, October 11, 2018 9:30 a.m.

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**1. Roll Call**

**2. Approval of Minutes**

A. Minutes of the Regular Meeting of Thursday, September 27, 2018

**3. Approval of Claims**

A. Claims Submitted October 11, 2018

**4. Old Business**

**5. New Business**

A. Public Hearing

1. Resolution No. 3449 (River West Development Area) – D2
2. Resolution No. 3450 (West Washington Development Area) – D2
3. Resolution No. 3451 (River East Development Area) – D4
4. Resolution No. 3452 (River East Residential Development Area) – D4
5. Resolution No. 3453 (South Side Area #1 General) – D5
6. Resolution No. 3454 (Redevelopment General) - All
7. Resolution No. 3455 (Certified Tech Park) – D6
8. Resolution No. 3456 (Airport/Urban Enterprise Zone) - All
9. Resolution No. 3457 (Airport Bond Debt Service Reserve) - All
10. Resolution No. 3458 (Downtown Bond Debt Service Reserve) – D2

B. River West Development Area

1. Development Agreement (REW, LLC) – D2
2. Memorandum of Option (Bald Mountain, LLC) – D2

C. Other

1. Ratification (Electric Conduit Construction Company) – D2

## **6. Progress Reports**

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

## **7. Next Commission Meeting:**

Thursday, October 25, 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.



**2. Approval of Minutes**

**A. Approval of Minutes of the Regular Meeting of Thursday, September 13, 2018**

Upon a motion by Commissioner Ferlic, seconded by Vice-President Varner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, September 13, 2018.

**3. Approval of Claims**

**A. Claims Submitted September 27, 2018**

	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	

Upon a motion by Commissioner Ferlic, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the claims submitted on Thursday, 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)**

Mr. Buckenmeyer presented a Second Amendment to Development Agreement (GLC Portage Prairie II, LLC). In October 2017 the Commission approved funding for a building at Portage Prairie. This building is now 60% leased, with a great new tenant for the other portion in the works. The Commission funding has added new jobs and investment to the South Bend area. The 2017 Development Agreement funding amount is a not-to-exceed of \$450,000 to complete local public improvements in support of the developer's construction, including upgrades to the existing sanitary sewer lift station and asphalt work.

An agreed upon \$150,000 of that funding amount, as a contribution to the upgrades to the sanitary sewer lift station, have not yet been bid. For the Board of Public Works to award the contract for the asphalt portion of the work, the funding amount needs to be increased by \$147,834.20. The developer will then reimburse the Commission. New total is \$597,834.20. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Vice-President Varner, the motion carried unanimously, the Commission approved the Second Amendment to Development Agreement (GLC Portage Prairie II, LLC) submitted on Thursday, September 27, 2018.

**2. Budget Request (DLZ Professional Services – Fat Daddy's Demo)**

Mr. Relos presented a budget request for DLZ to provide professional services for the Fat Daddy's demolition project. 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 clarification once demolition begins. Cost for these services is \$49,800, with projected award date for the demolition contract to be early December. Commission approval in an amount of \$55,000 is requested, since the condition of the building makes it difficult to assess. Any increase in DLZ's contract would be approved by the Board of Public Works.

Upon a motion by Vice-President Varner, seconded by Commissioner Ferlic, the motion carried unanimously, the Commission approved Budget Request (DLZ Professional Services – Fat Daddy's Demo) submitted on Thursday, September 27, 2018.

**B. Administrative**

**1. Amended and Restated Redevelopment Legal Services Agreement**

Ms. Kennedy presented the Amended and Restated Redevelopment Legal Services Agreement. Staffing changes have necessitated an amended agreement from the previously entered into agreement dated January 12, 2017. The idea behind this is that the entire legal department provides legal services to the department; it was determined not to reimburse one salary but reimburse at the salary cap.

This changes the previous fee for services from \$75,500 to \$87,533 which is the maximum payable salary for a full-time Assistant City Attorney for the City as set forth in the annual City salary ordinance. This will be effective July 1, 2018.

Upon a motion by Commissioner Ferlic, seconded by Commissioner Phillips, the motion carried unanimously, the Commission approved the Amended and Restated Redevelopment Legal Services Agreement submitted on Thursday, September 27, 2018.

**6. Progress Reports**

A. Tax Abatement

1. Lippert is expanding with 108 jobs.

B. Common Council

C. Other

**7. Next Commission Meeting:**

Thursday, October 11, 2018, 9:30 a.m.

**8. Adjournment**

Thursday, September 27, 2018, 9:39 a.m.

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David Relos, Property Development Manager

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Marcia Jones, President

	Claims submitted	Explanation of Project
<b>REDEVELOPMENT COMMISSION</b>		
Redevelopment Commission Claims October 11, 2018 for approval		
<b><u>324 RIVER WEST DEVELOPMENT AREA</u></b>		
Selge Construction Co. Inc.	284,354.00	LWW/Charles Martin
R. Yoder Construction, Inc.	161,641.80	Hibberd Plaza Improvements
Reith Riely Construction Co., Inc.	5,321.93	Fellow Street Raised Crosswalk
Kolata Enterprise LLC	3,330.00	Professional Services
Premium Concrete Services, Inc.	131,264.73	100 Wayne St. Plaza and Streetscape
Gibson-Lewis, LLC	105,947.81	Charles Black Center Renovation
<b><u>429 FUND RIVER EAST DEVELOPMENT TIF</u></b>		
Alliance	20,137.00	Howard Park
<b><u>430 FUND SOUTH SIDE TIF AREA #1</u></b>		
Mc Cormick Engineering, LLC	1,957.50	Bowen St. Improvements
Total	713,954.77	

**RESOLUTION NO. 3449**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM  
ALLOCATION AREA NO. 1 FUND FOR THE PAYMENT OF CERTAIN  
OBLIGATIONS AND EXPENSES RELATED TO THE RIVER WEST  
DEVELOPMENT AREA ALLOCATION AREA NO. 1**

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

WHEREAS, on February 23, 1990, the Commission adopted Resolution No. 919 declaring the Airport Economic Development Area (the "Area") to be an economic development area within the meaning of the Act and designated the Area as the Airport Economic Development Area Allocation Area No. 1 ("Allocation Area No. 1") for purposes of tax increment financing pursuant to the Act; and

WHEREAS, Resolution No. 919 and the Airport Economic Development Area Economic Development Plan (the "Development Plan") adopted by Resolution No. 919 on February 23, 1990, were confirmed by Resolution No. 938 adopted on June 27, 1990 (collectively, the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution created the Airport Economic Development Area Allocation Area No. 1 Fund ("Allocation Area No. 1 Fund") for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area No. 1 pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Commission, on April 16, 1993, adopted Resolution No. 1151 declaring the Sample-Ewing Development Area ("SEDA") to be an area needing redevelopment within the meaning of the Act; and

WHEREAS, Resolution No. 1151 and the Sample-Ewing Development Area Development Plan were confirmed by Resolution No. 1154 adopted on May 21, 1993; and

WHEREAS, Resolution No. 1151 created the Sample-Ewing Allocation Area (South Bend Allocation Area No. 8) (the "SEDA Allocation Area") for the purpose of depositing into an allocation area fund (the "SEDA Allocation Fund") tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of personal property and real property and improvements thereon located in the SEDA Allocation Area pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and



WHEREAS, the Declaratory Resolution was further amended by Resolution No. 2348 and Resolution No. 2351, adopted on June 19, 2007, and July 20, 2007, respectively, and said resolutions expanded the Area by adding and consolidating the SEDA into the Area (collectively referred to hereafter as the “Area”) and expanded Allocation Area No. 1 by adding and consolidating the SEDA Allocation Area into Allocation Area No. 1 (collectively referred to hereafter as “Allocation Area No. 1”); and

WHEREAS, Resolution No. 3256, adopted by the Commission on November 10, 2014, amended boundaries of the Airport Economic Development Allocation Area No. 1, and renamed the area as River West Development Area Allocation Area No. 1; and

WHEREAS, the Commission desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving River West Development Area Allocation Area No. 1 from funds remaining in the Allocation Area No. 1 Fund, in accordance Indiana Code § 36–7–14–39(b)(3) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36–7–14–39(b)(3); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from Allocation Area No. 1 Fund are described on the attached Exhibit A; and

WHEREAS, the proposed appropriations from Allocation Area No. 1 Fund 324 are not for the operating expenses of the Commission; and

WHEREAS, on September 13, 2018, the Commission adopted Resolution 3448 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission’s action acknowledged at its public meeting on October 11, 2018; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission’s meeting at 9:30 a.m. on October 11, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such appropriations; and

WHEREAS, the Commission now desires to approve appropriations in a total amount of Eighteen Million Dollars and 00/100 (\$18,000,000.00)

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

1. The funds from Allocation Area No. 1 Fund 324 in the amount of Eighteen Million Dollars and 00/100 (\$18,000,000.00) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.

2. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on October 11, 2018, at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
*Signature*

Marcia I. Jones, President

\_\_\_\_\_  
*Printed Name and Title*

ATTEST:

\_\_\_\_\_  
*Signature*

Donald E. Inks, Secretary

\_\_\_\_\_  
*Printed Name and Title*

EXHIBIT A

RIVER WEST ECONOMIC DEVELOPMENT AREA - FUND 324  
2019 BUDGET SUMMARY

	2019 <u>Appropriation</u>
Debt Service:	
Debt Service Payments	9,041,183
Total Debt Service	<u>9,041,183</u>
Projects Underway, Not Completed:	
Coal Line Trail	
Technology Resource Center Operations & Programming	
Total Projects Underway, Not Completed	<u>0</u>
Other Activities:	
Engineering Department Services	214,117
Legal Fees	97,010
Community Investment Oversight	86,700
Total Other Activities	<u>397,827</u>
Development Opportunity Reserve:	<u>8,560,990</u>
Projects Planned:	
City Cemetery Entrance	
Economic Development Projects	
Engineering & design of 2020 West Side Main Street Implementation	
Parks Projects	
Portage/Elwood Streetscape	
Public Work Projects	
Sherman/Harrison Infrastructure/Public Space	
Western Streetscape, Falcon to Dundee	
Total Projects Planned	<u>0</u>
Total Appropriation	<u><u>18,000,000</u></u>

**RESOLUTION NO. 3450**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM ALLOCATION  
AREA FUND FOR THE PAYMENT OF CERTAIN OBLIGATIONS AND EXPENSES  
RELATED TO THE WEST WASHINGTON-CHAPIN DEVELOPMENT AREA  
ALLOCATION AREA**

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the City of South Bend Department of Redevelopment (the "Department"), on October 23, 1987, adopted Resolution No. 818 declaring the West Washington-Chapin Development Area in the City of South Bend, Indiana (the "City") to be an area needing redevelopment within the meaning of the Redevelopment of Cities and Towns Act of 1953, as amended, which is codified at, Indiana Code § 36-7-14-1 et seq (the "Act"); and

WHEREAS, Resolution No. 818 and the West Washington-Chapin Development Area Development Plan (the "Development Plan") adopted by Resolution No. 818 on October 23, 1987 were confirmed by Resolution No. 824 adopted on December 11, 1987 (collectively, the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution created the West Washington Allocation Area (South Bend Allocation Area No. 7) Special Fund ("Allocation Area Fund") for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Commission desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving Allocation Area from funds remaining in the Allocation Area Fund, in accordance Indiana Code § 36-7-14-39(b)(2) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36-7-14-39(b)(2); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from Allocation Area Fund are described on the attached Exhibit A; and

WHEREAS, the proposed appropriations from Allocation Area Fund 422 are not for the operating expenses of the Commission; and

WHEREAS, on September 13, 2018, the Commission adopted Resolution 3448 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission's action acknowledged at its public meeting on October 11, 2018; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission's meeting at 9:30 a.m. on October 11, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such appropriations; and

WHEREAS, the Commission now desires to approve said appropriations in a total amount of Nine Hundred Thousand Dollars (\$900,000.00);

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

1. The funds from Allocation Area Fund 422 in the amount of Nine Hundred Thousand Dollars, (\$900,000.00) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.

2. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on October 11, 2018 at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
*Signature*

Marcia I. Jones, President  
*Printed Name and Title*

ATTEST:

\_\_\_\_\_  
*Signature*

Donald E. Inks, Secretary  
*Printed Name and Title*

EXHIBIT A

WEST WASHINGTON DEVELOPMENT AREA - FUND 422  
2019 BUDGET SUMMARY

	2019 <u>Appropriation</u>
Debt Service:	
Debt Service Payments	0
Total Debt Service	<u>0</u>
Projects Underway, Not Completed	
Washington/Colfax Apartments	
Total Projects Underway, Not Completed	<u>0</u>
Other Activities:	
Total Other Activities	<u>0</u>
Development Opportunity Reserve:	<u>900,000</u>
Projects Planned:	
West Washington Area Improvements	
Total Projects Planned	<u>0</u>
Total Appropriation	<u><u>900,000</u></u>

## RESOLUTION NO. 3451

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM  
ALLOCATION AREA FUND FOR THE PAYMENT OF CERTAIN OBLIGATIONS  
AND EXPENSES RELATED TO THE RIVER EAST  
DEVELOPMENT AREA ALLOCATION AREA NO. 1**

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the City of South Bend Department of Redevelopment (the "Department"), on November 17, 2003, adopted Resolution No. 2016 declaring the Northeast Neighborhood Development Area in the City of South Bend, Indiana (the "City") to be an area needing redevelopment within the meaning of the Redevelopment of Cities and Towns Act of 1953, as amended, which is codified at, Indiana Code § 36-7-14-1 *et seq* (the "Act"); and

WHEREAS, Resolution No. 2016 and the Northeast Neighborhood Development Area Development Plan (the "Development Plan") adopted by Resolution No. 2016 on November 17, 2003, were confirmed by Resolution No. 2021 adopted on December 19, 2003 (collectively, the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution created the Northeast Neighborhood Allocation Area Special Fund ("Allocation Area Fund") for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, Resolution No. 3255, adopted by the Commission on November 10, 2014, amended boundaries of the Northeast Neighborhood Development Allocation Area No. 1, and renamed the area to the River East Allocation Area No. 1; and

WHEREAS, the Commission desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving River East Allocation Area No. 1 (the "Allocation Area") from funds remaining in the Allocation Area Fund, in accordance Indiana Code § 36-7-14-39(b)(3) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36-7-14-39(b)(3); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from Allocation Area Fund are described on the attached Exhibit A; and

WHEREAS, the proposed appropriations from Allocation Area Fund 429 are not for the operating expenses of the Commission; and

WHEREAS, on September 13, 2018, the Commission adopted Resolution 3448 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission's action acknowledged at its public meeting on October 11, 2018; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission's meeting at 9:30 a.m. on October 11, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such appropriations; and

WHEREAS, the Commission now desires to approve said additional appropriations in a total amount of Five Million One Hundred Thousand and 00/100 Dollars (\$5,100,000);

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

1. The funds from Allocation Area Fund 429 in the additional amount of Five Million One Hundred Thousand and 00/100 Dollars (\$5,100,000) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.

2. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on October 11, 2018 at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
*Signature*

*Marcia I. Jones, President*

\_\_\_\_\_  
*Printed Name and Title*

ATTEST

\_\_\_\_\_  
*Signature*

*Donald E. Inks, Secretary*

\_\_\_\_\_  
*Printed Name and Title*



EXHIBIT A

RIVER EAST NEIGHBORHOOD DEVELOPMENT AREA - FUND 429  
2019 BUDGET SUMMARY

	2019 <u>Appropriation</u>
Debt Service:	
Debt Service Payments	0
Total Debt Service	<u>0</u>
Projects Underway, Not Completed:	
Total Projects Underway, Not Completed	<u>0</u>
Other Activities:	
Total Other Activities	<u>0</u>
Development Opportunity Reserve:	<u>5,100,000</u>
Projects Planned:	
Commerce Center	
Total Projects Planned	<u>0</u>
Total Appropriation	<u><u>5,100,000</u></u>

**RESOLUTION NO. 3452**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM  
ALLOCATION AREA FUND FOR THE PAYMENT OF CERTAIN OBLIGATIONS  
AND EXPENSES RELATED TO THE RIVER EAST  
DEVELOPMENT AREA ALLOCATION AREA NO. 2**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”), the governing body of the City of South Bend Department of Redevelopment (the “Department”), on November 17, 2003, adopted Resolution No. 2016 declaring the Northeast Neighborhood Development Area in the City of South Bend, Indiana (the “City”) to be an area needing redevelopment within the meaning of the Redevelopment of Cities and Towns Act of 1953, as amended, which is codified at, Indiana Code § 36–7–14–1 *et seq* (the “Act”); and

WHEREAS, Resolution No. 2016 and the Northeast Neighborhood Development Area Development Plan (the “Development Plan”) adopted by Resolution No. 2016 on November 17, 2003, were confirmed by Resolution No. 2021 adopted on December 19, 2003 (collectively, the “Declaratory Resolution”); and

WHEREAS, the Declaratory Resolution created the Northeast Neighborhood Allocation Area Special Fund (“Allocation Area Fund”) for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area pursuant to Indiana Code § 36–7–14–39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36–7–14–22, all in accordance with Indiana Code § 36–7–14–26; and

WHEREAS, Resolution No. 3255, adopted by the Commission on November 10, 2014, amended boundaries of the Northeast Neighborhood Development Allocation Area No. 2, and renamed the area to the River East Allocation Area No. 2; and

WHEREAS, the Commission desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving River East Allocation Area No. 2 (the “Allocation Area”) from funds remaining in the Allocation Area Fund, in accordance Indiana Code § 36–7–14–39(b)(3) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36–7–14–39(b)(3); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from Allocation Area Fund are described on the attached Exhibit A; and

WHEREAS, the proposed appropriations from Allocation Area Fund 436 are not for the operating expenses of the Commission; and

WHEREAS, on September 13, 2018, the Commission adopted Resolution 3448 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission's action acknowledged at its public meeting on October 11, 2018; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission's meeting at 9:30 a.m. on October 11, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such appropriations; and

WHEREAS, the Commission now desires to approve appropriations in a total amount of Four Million Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$4,275,000.00);

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

1. The funds from Allocation Area Fund 436 in the additional amount of Four Million Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$4,275,000.00) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.

2. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on October 11, 2018, at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
*Signature*

Marcia I. Jones, President

\_\_\_\_\_  
*Printed Name and Title*

ATTEST

\_\_\_\_\_  
*Signature*

Donald E. Inks, Secretary

\_\_\_\_\_  
*Printed Name and Title*

EXHIBIT A

RIVER EAST RESIDENTIAL DEVELOPMENT AREA - FUND 436  
2019 BUDGET SUMMARY

	2019 <u>Appropriation</u>
Debt Service:	
Debt Service Payments	4,265,953
Total Debt Service	<u>4,265,953</u>
Projects Underway, Not Completed	
Total Projects Underway, Not Completed	<u>0</u>
Other Activities:	
Total Other Activities	<u>0</u>
Development Opportunity Reserve:	<u>9,047</u>
Projects Planned:	
Total Projects Planned	<u>0</u>
Total Appropriation	<u><u>4,275,000</u></u>

**RESOLUTION NO. 3453**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM  
ALLOCATION AREA NO. 1 FUND FOR THE PAYMENT OF CERTAIN  
OBLIGATIONS AND EXPENSES RELATED TO THE SOUTH SIDE DEVELOPMENT  
AREA ALLOCATION AREA NO. 1**

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

WHEREAS, on November 1, 2002, the Commission adopted Resolution No. 1914 (the "Declaratory Resolution") declaring the South Side Development Area (the "Area") to be an area needing redevelopment within the meaning of the Act and designated the Area as the South Side Development Area Allocation Area No. 1 ("Allocation Area No. 1") for purposes of tax increment financing pursuant to the Act; and

WHEREAS, on November 19, 2002, the Area Plan Commission of St. Joseph County ("Plan Commission") issued its written order approving the Declaratory Resolution by the adoption of Plan Commission Resolution 142-02, in accordance with Indiana Code § 36-7-14-16; and

WHEREAS, on November 25, 2002, the Common Council of the City approved the order of the Plan Commission through the adoption of Common Council Resolution No. 3136-02; and

WHEREAS, on December 20, 2002, the Commission held a duly noticed public hearing, in accordance with Indiana Code § 36-7-14-17 and Indiana Code § 5-3-1; and

WHEREAS, following said hearing, the Commission adopted Resolution No. 1928 confirming the Declaratory Resolution; and

WHEREAS, the Declaratory Resolution created the South Side Development Area Allocation Area No. 1 Fund ("Allocation Area No. 1 Fund") for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area No. 1 pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Commission desires to pay certain expenses incurred by it or the City for local public improvements that are in or serving Allocation Area No. 1 from funds remaining in the Allocation Area No. 1 Fund, in accordance Indiana Code § 36-7-14-39(b)(2) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36-7-14-39(b)(2); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from Allocation Area No. 1 Fund are described on the attached Exhibit A; and

WHEREAS, the proposed appropriations from Allocation Area No. 1 Fund 430 are not for the operating expenses of the Commission; and

WHEREAS, on September 13, 2018, the Commission adopted Resolution 3448 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission's action acknowledged at its public meeting on October 11, 2018; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission's meeting at 9:30 a.m. on October 11, 2018 at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such appropriations; and

WHEREAS, the Commission now desires to approve said appropriations in a total amount of Four Million Dollars and 00/100 (\$4,000,000.00);

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

1. The funds from Allocation Area No. 1 Fund 430 in the amount of Four Million Dollars and 00/100 (\$4,000,000.00) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.

2. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on October 11, 2018 at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

ATTEST

\_\_\_\_\_  
*Signature*

Marcia I. Jones, President

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Signature*

Donald E. Inks, Secretary

\_\_\_\_\_  
*Printed Name and Title*

EXHIBIT A

SOUTH SIDE DEVELOPMENT AREA #1 - FUND 430  
2019 BUDGET SUMMARY

	2019 <u>Appropriation</u>
Debt Service:	
Debt Service Payments	0
Total Debt Service	<u>0</u>
Projects Underway, Not Completed	
Total Projects Underway, Not Completed	<u>0</u>
Other Activities:	
Total Other Activities	<u>0</u>
Development Opportunity Reserve:	<u>4,000,000</u>
Projects Planned:	
Park Projects	
Public Works Projects	
Total Projects Planned	<u>0</u>
Total Appropriation	<u><u>4,000,000</u></u>



RESOLUTION NO. 3454

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT  
COMMISSION APPROPRIATING MONIES FROM THE  
REDEVELOPMENT GENERAL (FUND 433) FOR THE PURPOSE  
OF PAYING FOR CERTAIN EXPENSES INCURRED BY THE  
REDEVELOPMENT COMMISSION**

WHEREAS, the Redevelopment General—Fund 433 was established for the purpose of holding, among other things, certain miscellaneous revenue proceeds (the “Proceeds”) received by the South Bend Redevelopment Commission (the “Commission”) and

WHEREAS, the Commission desires to engage outside legal counsel to assist the Commission in its redevelopment efforts (the “Services”); and

WHEREAS, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to payment for the Services; and

WHEREAS, the Commission desires to pay certain expenses incurred by it out of the Proceeds; and

WHEREAS, on September 13, 2018, the Commission adopted Resolution 3448 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission's action acknowledged at its public meeting on October 11, 2018; and

WHEREAS, the Commission held a public hearing on the proposed appropriation on October 11, 2018 at 9:30 a.m. in the Board of Public Works Meeting Room, 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 at which all taxpayers and interested persons had an opportunity to appear and express their views at to such appropriation, notice of which continued hearing was published in the South Bend Tribune on September 27, 2018, in accordance with Indiana Code § 6–1.1–18–5 and Indiana Code § 5–3–1–2(b);

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

1. The Commission hereby approves the use of funds in the Redevelopment General Fund in an amount not to exceed One Million Seventy—Four Thousand and 00/100 Dollars (\$1,074,000.00) for purposes of paying the Services and appropriated said funds for said purpose. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy and shall continue in effect until the Services are completed and paid for as more particularly described on Exhibit A, attached hereto.

2. The President and Secretary of the Commission shall be, and hereby are, authorized and directed to certify a copy of this Resolution, together with such other proceedings and actions as may be necessary, to the Department of Local Government Finance.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on October 11, 2018 at the Board of Public Works Meeting Room, 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT

ATTEST

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Marcia I. Jones, President

*Printed Name and Title*

---

Donald E. Inks, Secretary

*Printed Name and Title*

EXHIBIT A

REDEVELOPMENT GENERAL - FUND 433  
2019 BUDGET SUMMARY

	2019 <u>Appropriation</u>
Debt Service:	
Debt Service Payments	0
Total Debt Service	<u>0</u>
Projects Underway, Not Completed	
Total Projects Underway, Not Completed	<u>0</u>
Other Activities:	
Legal Costs	4,500
Total Other Activities	<u>4,500</u>
Development Opportunity Reserve:	<u>0</u>
Projects Planned:	
Opioid Epidemic Services	
Early Childhood Education (Capacity Building Measures)	
Housing Financing Gaps	
Youth Build Match	
Certified Development Finance Institution (CDFI) Start-Up	
Workforce Transportation Barriers Pilot	
Lifelong Learning	
Microloan Program	
Eviction Legal Defense Fund Support Pilot	
Resident Legal Assistance Program	
Various Other Programming	
Total Projects Planned	<u>1,069,500</u>
Total Appropriation	<u><u>1,074,000</u></u>

**RESOLUTION NO. 3455**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING FUNDS FROM THE CERTIFIED TECHNOLOGY PARK FUND  
FOR THE PAYMENT OF CERTAIN OBLIGATIONS AND EXPENSES  
RELATED TO THE CERTIFIED TECHNOLOGY PARK**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”), the governing body of the Department of Redevelopment of the City of South Bend, Indiana (the “City”) and the City of South Bend, Indiana, Redevelopment District, exists and operates under the provisions of Indiana Code § 36-7-14, as amended (the “Act”); and

WHEREAS, upon application made by the Commission, the Indiana Economic Development Corporation, on January 1, 2009, designated and established the Certified Technology Park within Ignition Park (the “Area”) to be a certified technology park within the meaning of Indiana Code § 36-7-32-11; and

WHEREAS, the Commission designated the Area as the Certified Technology Park Allocation Area (“Allocation Area”) for purposes of the allocation and distribution of property taxes; and

WHEREAS, the proposed appropriations from the Certified Technology Fund comply with the requirements of Indiana Code § 36-7-32-23 and are not for the operating expenses of the Commission; and

WHEREAS, such appropriations are subject to the provisions of Indiana Code § 6-1.1-18-5; and

WHEREAS, on September 13, 2018, the Commission adopted Resolution No. 3348 setting a public hearing on said appropriations for 9:30 a.m. on October 11, 2018, and authorizing the Secretary of the Commission to duly publish notice of said hearing; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission’s meeting at 9:30 a.m. on October 11, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such additional appropriations; and

WHEREAS, the Commission now desires to approve said appropriations in a total amount of Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00);

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

1. The funds from the Certified Technology Fund in the amount of Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.

2. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on October 11, 2018, at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
*Signature*

Marcia I. Jones, President\_\_\_\_\_

*Printed Name and Title*

ATTEST:

\_\_\_\_\_  
*Signature*

Donald E. Inks, Secretary\_\_\_\_\_

*Printed Name and Title*

## **EXHIBIT A**

Appropriation of funds in the Certified Technology Park Fund for certain expenditures incurred by the Commission and described at Indiana Code § 36-7-32-23 and certain other expenditures incurred by the Commission for local public improvements or otherwise authorized by Indiana Code § 33-7-32-23 in a total amount not to exceed Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00).

RESOLUTION NO. 3456

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING TAX INCREMENT FINANCING REVENUES FROM THE  
AIRPORT ECONOMIC DEVELOPMENT/URBAN ENTERPRISE ZONE  
SPECIAL ZONE FUND FOR THE PAYMENT OF CERTAIN OBLIGATIONS  
AND EXPENSES RELATED TO THE AIRPORT ECONOMIC DEVELOPMENT AREA  
AND THE URBAN ENTERPRISE ZONE**

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

WHEREAS, on February 23, 1990, the Commission adopted Resolution No. 919 (the declaring the Airport Economic Development Area (the "Area") to be an economic development area within the meaning of the Act and designated the Area as the Airport Economic Development Area Allocation Area No. 1 ("Allocation Area No. 1") for purposes of tax increment financing pursuant to the Act; and

WHEREAS, Resolution No. 919 and the Airport Economic Development Area Economic Development Plan (the "Development Plan") adopted by Resolution No. 919 on February 23, 1990 were confirmed by Resolution No. 938 adopted on June 27, 1990 (collectively, the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution created the Airport Economic Development Area Allocation Area No. 1 Fund ("Allocation Area No. 1 Fund") for the purpose of depositing into such fund tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of real property and improvements thereon located in Allocation Area No. 1 pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Commission, on April 16, 1993, adopted Resolution No. 1151 declaring the Sample-Ewing Development Area ("SEDA") to be an area needing redevelopment within the meaning of the Act; and

WHEREAS, Resolution No. 1151 and the Sample-Ewing Development Area Development Plan were confirmed by Resolution No. 1154 adopted on May 21, 1993; and

WHEREAS, Resolution No. 1151 created the Sample-Ewing Allocation Area (South Bend Allocation Area No. 8) (the "SEDA Allocation Area") for the purpose of depositing into an allocation area fund (the "SEDA Allocation Fund") tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of personal property and real property and improvements thereon located in the SEDA Allocation Area pursuant to Indiana Code § 36-7-14-39(b)(1) and from the proceeds from the sale or leasing of property in the Area under Indiana Code § 36-7-14-22, all in accordance with Indiana Code § 36-7-14-26; and

WHEREAS, the Declaratory Resolution was further amended by the Resolution No. 2348 and Resolution No. 2351, adopted on June 19, 2007 and July 20, 2007 respectively and said resolution expanded the Area by adding and consolidating the SEDA into the Area (collectively referred to hereafter as the “Area”) and expanded Allocation Area No. 1 by adding and consolidating the SEDA Allocation Area into Allocation Area No. 1 (collectively referred to hereafter as “Allocation Area No. 1”); and

WHEREAS, under the Declaratory Resolution, the funds and deposits of the SEDA Allocation Funds have further been consolidated and deposited with Allocation Area No. 1 Fund (collectively referred to hereafter as “Allocation Area No. 1 Fund”); and

WHEREAS, on October 27, 2003, the South Bend Common Council adopted Resolution No. 3261-03, requesting that the State Enterprise Zone Board establish the Urban Enterprise Zone (the “Zone”) as an enterprise zone within the meaning of Indiana Code § 4-4-6.1 (now Indiana Code § 5-28-15) which was approved by the State of Indiana, effective January 1, 2004, for a period of ten (10) years and expiring on December 31, 2013; and extended for five (5) years and expiring on December 31, 2018.

WHEREAS, the purpose for the existence of the Zone is to: (1) Increase the number of jobs in the Zone by retention and expansion of existing businesses and attraction and development of new businesses; and (2) Improve the quality of life of zone residents, improve zone residents' employability, and fill zone jobs with zone residents; and

WHEREAS, due to an overlap in the Area and the Zone (the “Overlap Area”), the Airport Economic Development Area / Urban Enterprise Zone Special Zone Fund was established for the purpose of depositing into a special fund (the “Zone Fund”) tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of personal property and real property and improvements thereon located in the Overlap Area pursuant to Indiana Code § 36-7-14-39(g); and

WHEREAS, pursuant to Indiana Code § 36-7-14-39(g), tax increment revenues allocated to the Commission and resulting solely from the increase in the assessed value of personal property and real property and improvements thereon located in the Overlap Area have been transferred from the Allocation Area No. 1 Fund into the Zone Fund; and

WHEREAS, the Commission desires to pay certain expenses incurred by third parties for programs located in or serving the Overlap Area from funds remaining in the Zone Fund, in accordance with Indiana Code § 36-7-14-39(g) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36-7-14-39(b)(2); and

WHEREAS, the expenditures incurred or anticipated to be incurred by the Commission proposed to be paid with funds from the Zone Fund are described on the attached Exhibit A; and

WHEREAS, the proposed appropriations from the Zone Fund 454 are not for the operating expenses of the Commission; and



WHEREAS, on September 13, 2018, the Commission adopted Resolution 3448 setting a public hearing on said appropriations, which public hearing, pursuant to the Commission's action acknowledged at its public meeting on October 11, 2018; and

WHEREAS, the Secretary of the Commission has caused notice of said hearing on said appropriations to be published in accordance with law; and

WHEREAS, such public hearing was held at the Commission's meeting at 9:30 a.m. on October 11, 2018, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, at which all taxpayers and interested persons had an opportunity to appear and express their views as to such appropriations; and

WHEREAS, the Commission now desires to approve said appropriations in a total amount of Fifty Thousand and 00/100 Dollars (\$50,000.00);

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

1. The Commission hereby finds that there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to such expenses and the expenditure of such amount from the Zone Fund.

2. The funds from the Zone Fund in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) are hereby appropriated for the purpose of paying the expenditures described at Exhibit A.

3. Such appropriations shall be in addition to all the appropriations provided for in the existing budget and levy and shall continue in effect until the completion of the activities described herein. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

4. The President and/or the Secretary of the Commission are hereby authorized and directed to certify a copy of this Resolution together with such other proceedings and actions as may be necessary to the St. Joseph County Auditor for certification to the Indiana Department of Local Government Finance for the purpose of obtaining its approval of the appropriations herein made.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on October 11, 2018, at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
*Signature*

Marcia I. Jones, President

\_\_\_\_\_  
*Printed Name and Title*

ATTEST:

\_\_\_\_\_  
*Signature*

Donald E. Inks, Secretary

\_\_\_\_\_  
*Printed Name and Title*

## **EXHIBIT A**

Appropriation of tax increment in the Airport Economic Development Area / the Urban Enterprise Zone Overlap Area (the "Overlap Area") for making payments to programs that are in or serve the Overlap Area from funds remaining in the Zone Fund, as may be authorized by Indiana Code § 36-7-14-39(g) and certain other expenditures incurred by the Commission in accordance with Indiana Code § 36-7-14-39(b)(2) in the Overlap Area in a total amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).

**RESOLUTION NO. 3457**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING AND TRANSFERRING MONIES FOR THE PURPOSE OF  
FUNDING CERTAIN PROJECTS FOR THE FISCAL YEAR BEGINNING  
JANUARY 1, 2019, AND ENDING DECEMBER 31, 2019  
(2003 Airport Bond)**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”) has caused to be issued several bonds funding the development of certain local public improvements located within the various development areas in the City of South Bend; and

WHEREAS, to provide for the repayment of such bonds, the Commission has established several Debt Service Funds and has deposited monies into those funds for the purpose of repaying those bonds; and

WHEREAS, the Debt Service Funds earn interest income over the course of the year which can be appropriated and transferred for the use of the Commission pursuant to IC 36-7-14-39, during calendar year 2019; and

WHEREAS, the Debt Service Funds also contain monies held in reserve to guarantee that payments can be made on said bonds, which, at the end of the life of the bonds are no longer required to be held in the Debt Service Fund and become available for the Commission’s use in accordance with IC 36-7-14-39; and

WHEREAS, the Commission has determined it is necessary and desirable to appropriate the interest income and other available monies of the various Debt Service Funds and to transfer those monies to the appropriate fund as specified in Exhibit A for the use of the Commission in accordance with the uses specified in IC 36-7-14-39.

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

1. For the expenditures of the River West TIF Revenue Fund 324, for the fiscal year 2019, the sums of money, as set forth in Exhibit A, attached hereto and made a part hereof, are hereby appropriated and ordered transferred out of the Airport 2003 Debt Reserve Fund 315 and into the River West TIF Revenue Fund 324, and for the purposes hereinafter specified, subject to the laws governing the same. The sums hereby appropriated and transferred shall be deemed to include all expenditures authorized to be made in said year, unless otherwise expressly stipulated or provided by law.

2. For the fiscal year ending December 31, 2019, the above referenced appropriations are made from the Airport 2003 Debt Reserve Fund 315.

3. The above referenced funds herein appropriated are hereby ordered transferred to the River West TIF Revenue Fund 324.

4. This resolution shall be in full force and effect from and after its adoption.

Adopted at the Regular Meeting of the South Bend Redevelopment Commission held Thursday, October 11, 2018, at 9:30 a.m., 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
*Signature*

Marcia I. Jones, President

\_\_\_\_\_  
*Printed Name and Title*

ATTEST:

\_\_\_\_\_  
*Signature*

Donald E. Inks, Secretary

\_\_\_\_\_  
*Printed Name and Title*

**EXHIBIT A**

**Appropriated and transferred from:**

Airport 2003 Debt Reserve Fund 315	\$14,000.00
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**Transferred to:**

River West TIF Revenue Fund 324	\$14,000.00
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**RESOLUTION NO. 3458**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROPRIATING AND TRANSFERRING MONIES FOR THE PURPOSE OF  
FUNDING CERTAIN PROJECTS FOR THE FISCAL YEAR BEGINNING  
JANUARY 1, 2019, AND ENDING DECEMBER 31, 2019  
(2003 Downtown Bond)**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”) has caused to be issued several bonds funding the development of certain local public improvements located within the various development areas in the City of South Bend; and

WHEREAS, to provide for the repayment of such bonds, the Commission has established several Debt Service Funds and has deposited monies into those funds for the purpose of repaying those bonds; and

WHEREAS, the Debt Service Funds earn interest income over the course of the year which can be appropriated and transferred for the use of the Commission pursuant to IC 36-7-14-39, during calendar year 2019; and

WHEREAS, the Debt Service Funds also contain monies held in reserve to guarantee that payments can be made on said bonds, which, at the end of the life of the bonds are no longer required to be held in the Debt Service Fund and become available for the Commission’s use in accordance with IC 36-7-14-39; and

WHEREAS, the Commission has determined it is necessary and desirable to appropriate the interest income and other available monies of the various Debt Service Funds and to transfer those monies to the appropriate fund as specified in Exhibit A for the use of the Commission in accordance with the uses specified in IC 36-7-14-39.

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

1. For the expenditures of the River West General Account Fund 324, for the fiscal year 2019, the sums of money, as set forth in Exhibit A, attached hereto and made a part hereof, are hereby appropriated and ordered transferred out of the SBCDA 2003 Debt Reserve Fund 328 and into the River West Account Fund 324, and for the purposes hereinafter specified, subject to the laws governing the same. The sums hereby appropriated and transferred shall be deemed to include all expenditures authorized to be made in said year, unless otherwise expressly stipulated or provided by law.
2. For the fiscal year ending December 31, 2019, the above referenced appropriations are made from the SBCDA 2003 Debt Reserve Fund 328.
3. The above referenced funds herein appropriated are hereby ordered transferred to the River West General Account Fund 324.

4. This resolution shall be in full force and effect from and after its adoption.

Adopted at the Regular Meeting of the South Bend Redevelopment Commission held Thursday, October 11, 2018, at 9:30 a.m., 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
*Signature*

Marcia I. Jones, President

\_\_\_\_\_  
*Printed Name and Title*

ATTEST:

\_\_\_\_\_  
*Signature*

Donald E. Inks, Secretary

\_\_\_\_\_  
*Printed Name and Title*

**EXHIBIT A**

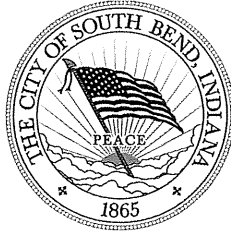
**Appropriated and transferred from:**

SBCDA 2003 Debt Reserve Fund 328	\$20,000.00
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**Transferred to:**

River West Account Fund 324	\$20,000.00
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# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: October 11, 2018  
FROM: Dan Buckenmeyer  
SUBJECT: REW Development Agreement

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

PURPOSE OF REQUEST: \$75,000 River West TIF

Specifics:

REW is developing and leasing to Shambaugh & Son the property located at 5870 Carbonmill Drive, just north of the intersection of Cleveland Rd., Brick Rd. and Dylan Drive.

The project will include no less than \$1,956,400 in Private Investment.

The project will combine and relocate two Shambaugh locations and retain and relocate 86 jobs to the City of South Bend. Further, the company intends to create at least 25 new, permanent full-time jobs within the next 3 years.

In order to enable the completion of this meaningful investment and job creation in the City of South Bend the developer asked for a small contribution to the project to make it possible.

The project will be completed by June 1, 2019.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;  
Total Amount new/change (inc/dec) in budget: \_\_\_\_\_; Break down:  
Costs: Engineering Amt: \_\_\_\_\_; Other Prof Serv Amt \_\_\_\_\_;  
Acquisition of Land/Bldg (circle one) Amt: \_\_\_\_\_; Street Const Amt \_\_\_\_\_;  
Building Imp Amt \_\_\_\_\_; Sewers Amt \_\_\_\_\_; Other (specify) Amt: \_\_\_\_\_  
\_\_\_\_\_. Going to BPW for Contracting? Y/N  
Is this item ready to encumber now? \_\_\_\_ Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_

## DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of October 11, 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”), REW, LLC, an Indiana limited liability company, with offices at 51500 Stratton Court, Granger, Indiana 46530 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

### RECITALS

WHEREAS, the Commission exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953, as amended (I.C. 36-7-14 *et seq.*, the “Act”); and

WHEREAS, the Act provides that the clearance, re-planning, and redevelopment of redevelopment areas are public uses and purposes for which public money may be spent; and

WHEREAS, the Developer owns certain real property described in Exhibit A, together with any improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (collectively, the “Developer Property”); and

WHEREAS, the Developer desires to construct a warehouse and office building on the Developer Property (the “Project”) in accordance with the project plan (the “Project Plan”) attached hereto as Exhibit B; and

WHEREAS, the Developer Property is located within the corporate boundaries of the City of South Bend, Indiana (the “City”), within the River West Development Area (the “Area”); and

WHEREAS, the Commission has adopted (and subsequently amended, from time to time) a development plan, which contemplates development of the Area consistent with the Project; and

WHEREAS, the Commission believes that accomplishing the Project as described herein is in the best interests of the health, safety, and welfare of the City and its residents; and

WHEREAS, the Commission desires to facilitate and assist the Project by undertaking the local public improvements stated in Exhibit C (the “Local Public Improvements”) and the financing thereof, subject to the terms and conditions of this Agreement and in accordance with the Act.

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

### **SECTION 1. DEFINITIONS.**

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the following meanings:

1.1 Assessed Value. “Assessed Value” means the market value-in-use of a property, used for property tax assessment purposes as determined by the St. Joseph County Assessor.

1.2 Board of Works. “Board of Works” means the Board of Public Works of the City, a public body granted the power to award contracts for public works pursuant to I.C. 36-1-12.

1.3 Funding Amount. “Funding Amount” means an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.4 Private Investment. “Private Investment” means an amount no less than One Million Nine Hundred Fifty-Six Thousand Four Hundred Dollars (\$1,956,400.00) to be expended by the Developer for the costs associated with constructing the improvements and outfitting the Project as set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

## **SECTION 2. INTERPRETATION, TERMS, AND RECITALS.**

### **2.1 Interpretation.**

(a) The terms “herein,” “hereto,” “hereunder,” and all terms of similar import shall be deemed to refer to this Agreement as a whole rather than to any Article of, Section of, or Exhibit to this Agreement.

(b) Unless otherwise specified, references in this Agreement to (i) “Section” or “Article” shall be deemed to refer to the Section or Article of this Agreement bearing the number so specified, (ii) “Exhibit” shall be deemed to refer to the Exhibit of this Agreement bearing the letter or number so specified, and (iii) references to this “Agreement” shall mean this Agreement and any exhibits and attachments hereto.

(c) Captions used for or in Sections, Articles, and Exhibits of this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

(d) The terms “include”, “including” and “such as” shall each be construed as if followed by the phrase “without being limited to.”

2.2 Recitals. The Recitals set forth above are incorporated into and are a part of this Agreement for all purposes.

## **SECTION 3. ACCESS.**

3.1 Grant of Easement. The Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the Developer Property (the “Easement”) in the form attached hereto as **Exhibit D**, to permit the Commission to fulfill its obligations under this Agreement, including the construction, equipping, inspection, and delivery

of the Local Public Improvements. The Easement shall (a) inure to the benefit of the Commission and the Board of Works or any contractors acting on behalf of the Commission in connection with the construction, equipping, inspection, and delivery of the Local Public Improvements; (b) shall bind the Developer and its grantees, successors, and assigns; and (c) shall terminate no later than upon completion of the Local Public Improvements, as determined by the Board of Works.

#### **SECTION 4. DEVELOPER'S OBLIGATIONS.**

4.1 Generally. The Parties acknowledge and agree that the Commission's agreements to perform and abide by the covenants and obligations set forth in this Agreement are material consideration for the Developer's commitments to perform and abide by the covenants and obligations of the Developer contained in this Agreement.

##### 4.2 The Project.

(a) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as Exhibit B and the plans and specifications to be approved by the Commission pursuant to Section 4.8 of this Agreement, which improvements shall comply with all zoning and land use laws and ordinances.

(b) The Developer will expend the Private Investment to complete the Project in accordance with the Project Plan attached hereto as Exhibit B and the plans and specifications to be approved by the Commission pursuant to Section 4.8 of this Agreement.

4.3 Cooperation. The Developer agrees to endorse and support the Commission's efforts to expedite the Local Public Improvements through any required planning, design, public bidding, construction, inspection, waiver, permitting, and related regulatory processes. Should the accepted bid for qualified Local Public Improvements exceed the Funding Amount, the Developer shall pay the difference.

4.4 Obtain Necessary Easements. The Developer agrees to obtain any and all easements from any governmental entity and/or any other third parties that the Developer or the Commission deems necessary or advisable in order to complete the Local Public Improvements, and the obtaining of such easements is a condition precedent to the Commission's obligations under this Agreement.

4.5 Timeframe for Completion. The Developer agrees to complete the Project and any other obligations the Developer may have under this Agreement by June 1, 2019 (the "Mandatory Project Completion Date"). Notwithstanding any provision of this Agreement to the contrary, the Developer's failure to complete the Project or comply with any other obligations it may have under this Agreement by the Mandatory Project Completion Date will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.

4.6 Employment Obligations and Developer Guaranty. The Developer intends to lease the Developer Property to Shambaugh & Sons, L.P. (the "Company"), which intends to combine its existing two (2) local business locations and retain and relocate the eighty-six (86) employees to the Developer Property. Additionally, the Company intends to create at least twenty-five (25) new, permanent full-time jobs (the "Job Creation Requirement") by the date that is thirty-six (36)

months after the Effective Date of this Agreement (the "Job Creation Deadline") and maintain said jobs for at least the period of time described in Section 4.7(c) below. Developer hereby unconditionally guarantees Company's performance of this obligation and agrees to pay all penalties associated with Company's failure under this Section 4.6. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that the Company's failure to satisfy the Job Creation Requirement by the Job Creation Deadline will constitute a default by Developer under this Agreement without any requirement of notice of or an opportunity to cure such failure.

#### 4.7 Reporting Obligations.

(a) Upon the letting of contracts for substantial portions of the Project and again upon substantial completion of the Project, the Developer hereby agrees to report to the Commission the number of local contractors and local laborers involved in the Project, the amount of bid awards for each contract related to the Project, and information regarding which contractor is awarded each contract with respect to the Project.

(b) On or before June 30 and December 31 of each year until substantial completion of the Project, the Developer shall submit to the Commission a report demonstrating the Developer's good-faith compliance with the terms of this Agreement. The report shall include the following information and documents: (i) a status report of the construction completed to date, (ii) an update on the project schedule, (iii) an itemized accounting generally identifying the Private Investment to date, and (iv) a status report of the number of jobs created for employment by the Company at the Developer Property.

(c) On or before April 15 of the year that is one year after substantial completion of the Project and on each April 15 thereafter until April 15 of the year which is three years after substantial completion of the Project, the Developer shall submit to the Commission a report with the following information: (i) the number of jobs created by the Company as a result of the Project and wage and benefit information for the jobs created; and (ii) a detailed description of the of the jobs and wages for the number of people employed by the Developer and/or the Company in connection with the Project.

4.8 Submission of Plans and Specifications for Project. Promptly upon completion of all plans and specifications for the Project, or changes thereto, the Developer shall deliver a complete set thereof to the Commission. The Commission may approve or disapprove said plans and specifications for the Project in its sole discretion and may request revisions or amendments to be made to the same.

4.9 Costs and Expenses of Construction of Project. The Developer agrees to pay all costs and expenses of construction for the Project (including legal fees, architectural and engineering fees), exclusive of the Local Public Improvements, which shall be paid for by the Commission by and through the Funding Amount subject to the terms of this Agreement.

4.10 Specifications for Local Public Improvements. The Developer will be responsible for the preparation of all bid specifications related to the Local Public Improvements, and the Developer will pay all costs and expenses of such preparation, provided, however, that if the Commission pays any costs or expenses of such preparation, then the amount paid by the

Commission will be deducted from the Funding Amount. The Developer will submit all bid specifications related to the Local Public Improvements to the City of South Bend Engineering Department (the "Engineering Department"). The Engineering Department may approve or disapprove said bid specifications for the Project in its sole discretion and may request revisions or amendments to be made to the same.

4.11 Non-Interference. Developer hereby agrees to use commercially reasonable efforts to minimize disruption for those living and working near the Developer Property during construction of the Project.

4.12 Insurance. The Developer shall purchase and maintain comprehensive insurance coverage as is appropriate for the work being performed with respect to the Project. The Developer and the Company each shall provide proof of such adequate insurance to the Commission and shall notify the Commission and the City of any change in or termination of such insurance. During the period of construction or provision of services regarding any Local Public Improvements, the Developer and the Company each shall maintain insurance in the kinds and for at least the minimum amounts as described in Exhibit E attached hereto and the Commission and the City shall be named as additional insureds on such policies (but not on any worker's compensation policies).

4.13 Information. The Developer agrees to provide any and all due diligence items with respect to the Project reasonably requested by the Commission.

## **SECTION 5. COMMISSION'S OBLIGATIONS.**

5.1 Generally. The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations set forth in this Agreement are material consideration for the Commission's commitment to perform and abide by the covenants and obligations of the Commission contained in this Agreement.

### **5.2 Completion of Local Public Improvements.**

(a) The Commission hereby agrees to complete (or cause to be completed) the Local Public Improvements described in Exhibit C attached hereto on a schedule to be reasonably determined and agreed to by the Commission and the Developer, as may be modified due to unforeseen circumstances and delays.

(b) Before any work on the Local Public Improvements will commence, (a) the Commission will have received satisfactory plans and specifications for the Project and approved the same in accordance with Section 4.8 of this Agreement, and (b) the Engineering Department will have received satisfactory bid specifications for the Local Public Improvements and approved the same in accordance with Section 4.10 of this Agreement.

(c) The Local Public Improvements will be completed in accordance with all applicable public bidding and contracting laws and will be subject to inspection by the Engineering Department or its designee.

(d) Notwithstanding anything contained herein to the contrary, in the event the costs associated with the Local Public Improvements are in excess of the Funding Amount, Developer, at its option, may determine to pay to the Commission the amount of the excess costs to permit timely completion of the Local Public Improvements by the Commission, or an agent of the Commission, which amounts shall be applied for such purpose. If Developer chooses not to pay any such excess costs of the Local Public Improvements (above the Funding Amount), the Commission may reduce the scope of the Local Public Improvements to the amount which may be funded with the Funding Amount. In no event will the Commission be required to spend more than the Funding Amount in connection with the Local Public Improvements.

5.3 Cooperation. The Commission agrees to endorse and support the Developer's efforts to expedite the Project through any required planning, design, permitting, waiver, and related regulatory processes, provided, however, that the Commission will not be required to expend any money in connection therewith.

## **SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.**

6.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense, and in no event shall the Commission be required to bear the fees and costs of the Developer's attorneys nor shall the Developer be required to bear the fees and costs of the Commission's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section 6.1, which shall survive such invalidation, nullification, or setting aside.

## **SECTION 7. DEFAULT.**

7.1 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, shall constitute a default under this Agreement. Any 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. Upon the occurrence of a default under this Agreement, the non-defaulting Party may (a) terminate this Agreement, or (b) institute legal proceedings at law or in equity (including any action to compel specific performance) seeking remedies for such default. If the default is cured within thirty (30) days after the notice described in this Section 7.1, then no default shall exist and the noticing Party shall take no further action.

7.2 Reimbursement Obligation. The Developer shall be liable for the performance of all terms of this Agreement. In the event that the Developer fails (a) to complete the Project by the Mandatory Project Completion Date, or (b) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, or (c) to satisfy the Job Creation Requirement by the Job Creation Deadline, then upon the written demand of the Commission, the Developer will

repay the Commission One Hundred Fifty Percent (150%) of the portion of the Funding Amount expended by the Commission in furtherance of the Local Public Improvements as of the date of the Commission's demand.

7.3 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, none of the Parties shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of terrorism, restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environments regulations, contract defaults by third parties, or similar basis for excused performance which is not within the reasonable control of the Party to be excused (each, an event of "Force Majeure"). Upon the request of any of the Parties, a reasonable extension of any date or deadline set forth in this Agreement due to such cause will be granted in writing for a period necessitated by the event of Force Majeure, or longer as may be mutually agreed upon by all the Parties.

**SECTION 8. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP; CONFLICT OF INTEREST; INDEMNITY.**

8.1 No Agency, Joint Venture or Partnership. The Parties acknowledge and agree that:

(a) The Project is a private development;

(b) None of the Commission, the Board of Works, or the Developer has any interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the Commission, the Board of Works, and/or the Developer expressly accepts the same; and

(c) The Parties hereby renounce the existence of any form of agency relationship, joint venture or partnership between the Commission, the Board of Works, and the Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Commission, the Board of Works, and the Developer.

8.2 Conflict of Interest; Commission Representatives Not Individually Liable. No member, official, or employee of the Commission or the City may have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the Commission or the City shall be personally liable to the Developer, or Developer's successor in interest, in the event of any default or breach by the Commission or for any amount which may become due to the Developer, or any of its successors and assigns, or on any obligations under the terms of this Agreement. No partner, member, employee, or agent of the Developer, or its successors, shall be personally liable to the Commission under this Agreement.



8.3 Indemnity. The Developer agrees to indemnify, defend, and hold harmless the Commission and the City from and against any third-party claims suffered by the Commission or the City resulting from or incurred in connection with the Local Public Improvements or the Project.

## **SECTION 9. MISCELLANEOUS.**

9.1 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

9.2 Waiver. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

9.3 Other Necessary Acts. Each Party shall execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to accomplish the Project and the Local Public Improvements contemplated by this Agreement and to provide and secure to the other Parties the full and complete enjoyment of its rights and privileges hereunder. Notwithstanding the foregoing, the Parties understand and agree that certain actions contemplated by this Agreement may be required to be undertaken by persons, agencies, or entities that are not a party to this Agreement, including, but not limited to certain permits, consents, and/or approvals (to the extent they have not yet been obtained and completed), and that any action by such third parties shall require independent approval by the respective person, agency, entity, or governing body thereof.

9.4 Dispute Resolution; Waiver of Jury Trial. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution. The Parties acknowledge that disputes arising under this Agreement are likely to be complex and they desire to streamline and minimize the cost of resolving such disputes. In any legal proceeding, each Party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both Parties.

9.5 Attorneys' Fees. In the event of any litigation, mediation, or arbitration between the Parties regarding an alleged breach of this Agreement, none of the Parties shall be entitled to any award of attorney's fees.

9.6 Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin and will cause the Company not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Developer agrees to post, and to cause the Company to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and

(b) The Developer will state, in all solicitations or advertisements for employees placed by or on behalf of the Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Additionally, the Developer shall cause the Company to state, in all solicitations or advertisements for employees placed by or on behalf of the Company, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

9.7 Counterparts. This Agreement 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.

9.8 Notices and Demands. Any notice, demand, or other communication required or permitted under the terms of this Agreement may be delivered (a) by hand-delivery (which will be deemed delivered at the time of receipt), (b) by registered or certified mail, return receipt requested (which will be deemed delivered three (3) days after mailing), or (c) by overnight courier service (which will be deemed delivered on the next business day) to each Party's respective addresses and representatives stated below.

Developer:	REW, LLC  51500 Stratton Ct. Granger, IN 46530 Attn: Robert E. Wozny, Managing Member
Commission:	South Bend Redevelopment Commission 1400 S. County-City Building 227 W. Jefferson Blvd. South Bend, IN 46601 Attn: Executive Director, South Bend Department of Community Investment
With a copy to:	South Bend Legal Department 1200 S. County-City Building 227 W. Jefferson Blvd. South Bend, IN 46601 Attn: Corporation Counsel

9.9 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Indiana.

9.10 Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that he or she is the duly authorized officer or representative of such Party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

9.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the Parties herein.

9.12 Assignment. The Developer's rights under this Agreement shall be personal to the Developer and shall not run with the land. The Developer may not assign its rights or obligations under this Agreement to any third party, including but not limited to the Company, without obtaining the Commission's prior written consent to such assignment, which the Commission may give or withhold in its sole discretion. In the event the Developer seeks the Commission's consent to any such assignment, the Developer shall provide to the Commission information requested by the Commission concerning the identities and financial capability of the persons or entities proposed to be involved in, and an explanation of the purposes for, the proposed assignment(s).

9.13 Further Assurances. The Parties agree that they will each undertake in good faith, as permitted by law, any action and execute and deliver any document reasonably required to carry out the intents and purposes of this Agreement.

9.14 Exhibits. All exhibits described herein and attached hereto are incorporated into this Agreement by reference.

9.15 Entire Agreement. No representation, promise, or inducement not included in this Agreement will be binding upon the Parties hereto. This Agreement cannot be modified except by mutual agreement of the Parties set forth in a written instrument signed by the Parties' authorized representatives.

9.16 Time. Time is of the essence of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

“COMMISSION”

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
Marcia I. Jones, President

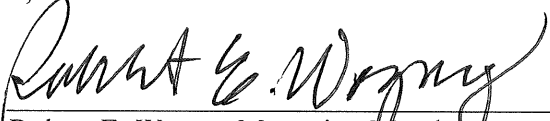
ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

“DEVELOPER”

REW, LLC

By:

  
\_\_\_\_\_  
Robert E. Wozny, Managing Member

[Type here]

EXHIBIT 1

Description of Property

Lot 12 of the US 31 Industrial Park, Phase II, comprising 2.13 acres, and commonly known as 5870 West Carbonmill Drive, South Bend, Indiana 46628.

Tax Parcel No: 025-1009-015217

**EXHIBIT E**

**Minimum Insurance Amounts**

- A. Worker's Compensation
  - 1. State Statutory
  - 2. Applicable Federal Statutory
  - 3. Employer's Liability \$100,000.00
  
- B. Comprehensive General Liability
  - 1. Bodily Injury
    - a. \$5,000,000.00 Each Occurrence
    - b. \$5,000,000.00 Annual Aggregate Products and Completed Operation
  
  - 2. Property Damage
    - a. \$5,000,000.00 Each Occurrence
    - b. \$5,000,000.00 Annual Aggregate
  
- C. Comprehensive Automobile Liability
  - 1. Bodily Injury
    - a. \$500,000.00 Each Person
    - b. \$500,000.00 Each Accident
  
  - 2. Property Damage
    - a. \$500,000.00 Each Occurrence

[Type here]

**EXHIBIT A**

**Description of Developer Property**

Lot 12 of the US 31 Industrial Park, Phase II, comprising 2.13 acres, and commonly known as 5870 West Carbonmill Drive, South Bend, Indiana 46628.

Tax Parcel No: 025-1009-015217

[Type here]

**EXHIBIT B**

**Project Plan**

The Developer and/or the Company will construct a warehouse and office building on the Developer Property in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations.



[Type here]

**EXHIBIT C**

**Description of Local Public Improvements**

The Commission will complete, or cause to be completed, the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations: Paving of entry road and parking lot.

[Type here]

**EXHIBIT D**

**Form of Easement**

[Type here]

### GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the 5<sup>th</sup> day of OCTOBER, 2018 (the "Effective Date"), by and between REW, LLC, an Indiana limited liability company with offices at 51500 Stratton Court, Granger, Indiana 46530 (the "Grantor"), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the "Grantee").

#### WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the "Easement") on, in, over, under and across the real property described in attached Exhibit 1 (the "Property") for the construction, equipping, and delivery of certain improvements on the Property (the "Local Public Improvements"), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Development Agreement by and between Grantor and Grantee, dated October 11, 2018 (the "Development Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

The Easement granted herein shall pertain to the air, surface, and subsurface rights and interests of Grantor, for the use and benefit of Grantee, and its successors and assigns, to the extent necessary to accomplish and carry out the construction, equipping, and delivery of the Local Improvements on the Property. The Easement hereby granted includes the right and privilege for Grantee at reasonable times to clean and remove from said Easement any debris or obstructions interfering with said Easement.

The Easement granted herein, and its associated benefits and obligations, shall inure to the benefit of Grantee and Grantee's contractors acting on Grantee's behalf in connection with the Local Public Improvements.

Notwithstanding anything contained herein to the contrary, unless extended in writing by Grantor, the Easement shall terminate and be of no further force and effect on the date (hereinafter, the "Construction Termination Date") of the earliest of the following: (a) completion of the Local Public Improvements; (b) expiration or earlier termination of the Development Agreement; or (c) such earlier date as Grantor and Grantee may agree to in writing.

IN WITNESS WHEREOF, Grantor has executed this Grant of Temporary Easement on the date shown in the acknowledgment set forth below to be effective as of the Effective Date.

GRANTOR:

REW, LLC, an Indiana limited liability company

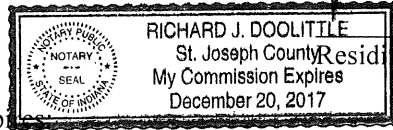
*Robert E. Wozny*  
\_\_\_\_\_  
Robert E. Wozny, Managing Member

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Wozny, to me known to be the Managing Member of the Grantor in the above Grant of Temporary Easement, and acknowledged the execution of the same as the Grantor's free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 5<sup>th</sup> day of October, 2018.

*Richard J. Doolittle*  
\_\_\_\_\_



My Commission Expires \_\_\_\_\_, Notary Public  
Residing in St. Joseph County, IN

This instrument was prepared by Sandra L. Kennedy, Assistant City Attorney, City of South Bend, Indiana, 227 W. Jefferson Boulevard, Suite 1200, South Bend, Indiana 46601.

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.

## ITEM: 5B2

### MEMORANDUM OF OPTION

This Memorandum of Option (this “Memorandum”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **Bald Mountain LLC**, an Indiana limited liability company (the “Developer”), and the **City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission** (the “City”). The Developer and the City are each referred to herein as a “party” and collectively as the “parties”.

### RECITALS

- A. The Developer and the City entered into a Real Estate Purchase Agreement, dated April 26, 2018, as amended by that First Amendment to Real Estate Purchase Agreement, dated August 23, 2018 (together, the “Agreement”) for the purchase of certain real estate located in St. Joseph County, Indiana (the “Property”), as more particularly described on **Exhibit A**, attached hereto and made a part hereof.
- B. Pursuant to Section 12 of the Agreement, the Developer agreed to grant to the City a perpetual right to repurchase from the Developer a portion of the Property (the “Buyback Parcel”), more particularly described on **Exhibit B**, attached hereto and made a part hereof.
- C. In accordance with Section 10(B)(ii) of the Agreement, the parties desire to memorialize for recording the parties’ rights with regard to the Buyback Parcel (the “Option”).

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises contained in the Agreement, as well as in this Memorandum, and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. The term of the Option shall be perpetual, commencing on the Closing Date of the Agreement.
2. The City shall provide a notice of its intent to exercise the Option at least three (3) months prior to the repurchase of the Buyback Parcel. Additionally, prior to closing on the purchase of the Buyback Parcel, the City shall seek and file, with the Developer’s cooperation and consent, which consent shall not be unreasonably withheld, a petition for the formal subdivision of the Property into two (2) parcels comprised of the Buyback Parcel and the remainder.
3. The purchase price for the Buyback Parcel shall be One Dollar (\$1.00).
4. The City shall certify to the Developer that the Buyback Parcel will be used as a part of a parcel assembly for future development and will provide for replacement parking spaces as set forth in Section 12(B) of the Agreement.
5. The Developer shall not construct or permit to be constructed any building, structure, or facilities, above or below grade, including storm water management facilities or utilities of any kind or description on the Buyback Parcel other than (a) a surface parking lot serving the

- Building to be constructed by the Developer in accordance with the Agreement, and (b) a dumpster enclosure; provided such enclosure (if any) shall be removed/relocated by Developer at its cost if requested by City upon transfer of the Buyback Parcel. The Developer also agrees and covenants not to place or suffer any lien or encumbrance of any kind or description upon the Buyback Parcel. If a lien or encumbrance on the Buyback Parcel is unavoidable, then, prior to the lien or encumbrance, the Developer shall secure in favor of the City the obligation of the mortgage or lien holder to release any such lien or encumbrance upon the City's exercise of the Option.
6. The parties agree to abide by the indemnification provisions set forth in Section 12(D) of the Agreement.
  7. Capitalized terms used in this Memorandum but not otherwise defined herein shall have the meanings set forth in the Agreement.
  8. The undersigned individuals executing and delivering this document on behalf of the respective parties represent and certify that they are duly authorized representatives of each and have been fully empowered to execute and deliver this Memorandum and that all necessary corporate action has been taken. Further, the undersigned representative of the Developer represents and warrants that the Developer is duly organized, validly existing, and in good standing under the laws of the State of Indiana.
  9. This Memorandum may be executed in any number of counterparts, each of which counterpart, when so executed and delivered, shall be an original, but all such counterparts when taken together shall constitute one and the same Memorandum.

*SIGNATURE PAGES FOLLOW*



CITY OF SOUTH BEND,  
DEPARTMENT OF REDEVELOPMENT  
BY AND THROUGH THE  
SOUTH BEND REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

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

Before me, the undersigned 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, who acknowledged the execution of the foregoing Memorandum of Option, being authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mary C. Brazinsky, Notary Public  
Residing in St. Joseph County, Indiana

My Commission Expires: December 12, 2024

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, IN 46601.



**EXHIBIT A**

Property

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

Parcel Key No. 018-3007-0231

## **EXHIBIT B**

### Buyback Parcel

A part of the Northwest Quarter of Section 12, Township 37 North, Range 2 East, Portage Township, City of South Bend, St. Joseph County, Indiana, which is described as: Beginning at the Northwest corner of Lot #260AA of the plat of "Original Town of South Bend, Jefferson and Main, Second Replat" as recorded by Document No. 1308726 in the records of the St. Joseph County, Indiana Recorder's Office; thence North  $89^{\circ}59'03''$  East, along the South right-of-way line of Jefferson Boulevard, a distance of 20.00 feet; thence South  $00^{\circ}03'04''$  East, a distance of 212.21 feet to the South line of said Lot #260AA; thence along the South and West line of said Lot for the next five (5) courses, South  $89^{\circ}59'15''$  West, a distance of 44.98 feet and South  $89^{\circ}49'01''$  West, a distance of 14.00 feet and North  $00^{\circ}01'36''$  West, a distance of 11.02 feet and North  $51^{\circ}26'10''$  East, a distance of 49.86 feet and North  $00^{\circ}03'04''$  West, a distance of 170.00 feet to the point of beginning.

Containing 0.12 acres, more or less.

Subject to all legal highways, easements, and restrictions of record.

**LICENSE AGREEMENT FOR TEMPORARY USE**

This License Agreement For Temporary Use (this "Agreement") is made effective October 1, 2018, by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the "Commission"), acting by and through its Department of Community Investment, and Electric Conduit Construction Company, a Delaware corporation with its principal office at 100 West 10<sup>th</sup> Street, Wilmington, Delaware 19808 (the "Company") (each a "Party," and collectively, the "Parties").

RECITALS

A. The Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the "City"), located on Main Street, and commonly known as 316 Main Street, South Bend, Indiana, Parcel Key Number 018-3015-0581; 517 Main Street, South Bend Indiana, Parcel Key Number 018-3015-0580; 515 Main Street, South Bend, Indiana, Parcel Key Number 018-3015-0579; and 511 South Main Street, South Bend, Indiana, Parcel Key Number 018-3015-0578, as each parcel is more particularly described on Exhibit A and outlined on the map attached as Exhibit B (collectively, the "Property").

B. The Company desires temporary access to the Property for the purpose of storing certain equipment and materials for use during a certain project for which it was contracted (the "Equipment").

C. The Commission is willing to permit the Company to gain access to and temporarily use the Property to for the storage of the Equipment, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

1. License. The Commission grants to the Company a temporary, non-exclusive license to enter and use the Property for the storage of the Equipment, provided that the Company's use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws. The Company's license is limited to use of the paved areas of the Property only.

2. Term and Termination. The Company's license to use the Property shall be commence on October 1, 2018, and shall terminate on December 1, 2018 (the "Term"). Upon thirty (30) days' written notice to the Company, the Commission or the Commission's authorized representative may revoke and terminate the license at any time for any reason, including, without limitation, to accommodate future development of the Property or the surrounding area, as determined in its, his, or her sole discretion. Notwithstanding the foregoing sentence, the Commission or the Commission's authorized representative may revoke and terminate the license without notice in the event there exists any default of the Company's obligations under this Agreement.

3. No Lease or Easement; Assignment. The Commission represents that it is the sole owner in fee simple of the Property and has the lawful right to permit the Company to use the Property under this Agreement. The Parties acknowledge and intend that this Agreement will not constitute a lease of or an easement over the Property, and the Company will have no right or authority to convey any leasehold or other interest in the Property to any other person or entity. Except as expressly provided in this Agreement, any attempt by the Company to grant or lease any interest in the Property to any other person or entity will be void ab initio and of no force or effect. The Parties agree that neither this Agreement nor any of the Company's rights under this Agreement may be assigned, in whole or in part, to any other party without the Commission's prior written consent.

4. Maintenance. At all times during the period of the license, the Company will keep the Property in good order and condition.

5. Security. The Company understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Equipment or any bodily harm or injury that may result from the Company's use of the Property.

6. Storage. The Company agrees that it will not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

7. Regulations; Other Permits. The Company understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to its use of the Property. The Company understands and agrees that it will secure in its own name and at its own expense all other permits and authorizations, if any, necessary for its use of the Property in accordance with the terms of this Agreement.

8. Commission's Use. 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 license under this Agreement.

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

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

11. Indemnification. The Company agrees and undertakes to defend, indemnify, and hold harmless the City and the Commission, and their respective officials, employees, agents,

successors, and assigns, from and against 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 license 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 officials, employees, agents, successors, and assigns, in connection with the Company's use of the Property, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

12. Insurance. The Company, at the Company's sole expense, shall maintain during the Term of this Agreement commercial general liability insurance covering the Company in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, inclusive of the limit an umbrella or excess policy. The Company agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission evidence of the same, including without limitation a properly endorsed policy and a certificate of insurance within thirty (30) days of the execution of this Agreement and annually thereafter. 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.

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

14. Waiver. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

15. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the parties.


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

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

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

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


DEPARTMENT OF  
COMMUNITY INVESTMENT  
BY AND ON BEHALF OF  
SOUTH BEND REDEVELOPMENT  
COMMISSION

By:   
David Relos  
Property Development Manager

ATTEST:

Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

ELECTRIC CONDUIT  
CONSTRUCTION COMPANY

By:   
Printed: Luke Wells  
Title: Project Manager

**APPROVED**  
**SOUTH BEND**  
**REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Pres/V-Pres  
ATTEST: \_\_\_\_\_ Secretary/V-Pres  
DATE: October 11, 2018



# EXHIBIT B

## Map



Parcels for Temporary Use by  
Electric Conduit Construction Company

