



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, August 22, 2019 – 4:00 p.m.

227 W. JEFFERSON BLVD., 1300 SOUTH BEND, INDIANA

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, July 25, 2019

3. Approval of Claims

- A. Claims Submitted August 22, 2019

4. Old Business

5. New Business

A. River West Development Area

- 1. Parking Lot License Agreement (Bhola Singh) - D2

B. River East Development Area

- 1. Memorandum of Understanding (Commerce Center Development LLC/East Bank South Bend Development LLC and Matthews 350 E LaSalle LLC) - D4
- 2. Second Amendment to Development Agreement (Greater Lowell Holdings LLC) - D4

C. Other

- 1. Professional Services Budget Increase (Baker Tilly) - All

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, September 12, 2019, 4:00 p.m.

8. Adjournment

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS

Auxiliary Aid or Other Services are Available upon Request at No Charge.
Please Give Reasonable Advance Request when Possible.



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

**SOUTH BEND REDEVELOPMENT COMMISSION
REGULAR MEETING**

July 25, 2019

4:00 p.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard

South Bend, Indiana

The meeting was called to order at 4:02 p.m.

1. ROLL CALL

Members Present:	Marcia Jones, President	
	Quentin Phillips, Secretary	
	Todd Monk, Commissioner	
Members Absent:	Don Inks, Vice-President	
	Gavin Ferlic, Commissioner	
	Leslie Wesley, Commissioner	
Legal Counsel:	Sandra Kennedy, Esq.	
Redevelopment Staff:	David Relos, RDC Staff	
	Mary Brazinsky, Board Secretary	
Others Present:	Daniel Buckenmeyer	DCI
	Amanda Pietsch	DCI
	Beth Leonard Inks	DCI
	Jitin Kain	DCI
	Andrew Netter	DCI
	Charlotte Brach	Engineering
	Kyle Silveus	Engineering
	Zach Hurst	Engineering

South Bend Redevelopment Commission Regular Meeting – July 25, 2019

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, July 11, 2019

Upon a motion by Secretary Phillips, seconded by Commissioner Monk, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, July 11, 2019.

3. Approval of Claims

A. Claims Submitted July 25, 2019

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
REDEVELOPMENT COMMISSION			
Redevelopment Commission Claims July 25 2019 for approval			
324 RIVER WEST DEVELOPMENT AREA			
Almac-Sotebeer Inc.	35,975.00	Lot 12 US 31 Industrial Park - Asphalt Paving	
Lawson-Fisher associates	5,827.50	Parks Improvements Program Manager	
Black & Veatch Corporation	41,174.00	Complete the Design of The Olive GAC Plant Improvement	
Abonmarche	8,500.00	Western Ave Streetscape from Falcon St to Dundee St. / Lincoln Way West & Charles Martin	
Lochmeller Group	61,713.69	Historic Leeper Pk Improvements	
Walsh & Kelly, Inc.	132,680.08	Great Lakes Capital Spec Building Paving	
Majority Builders Inc.	169,487.32	Technology Resource Center @ Catalyst 2	
D.C Byers Co., / Detroit Inc.	54,245.02	Main and Colfax Parking Structure Repairs	
Epoch Architecture & Planning	2,880.00	Technology Resource Center	
City of South Bend		Engineering Services	45,000.00
422 WEST WASHINGTON DEVELOPMENT AREA			
Bokon Masonry	23,170.50	Gemini at Washington-Colfax Apartment Masonry & Stair Repairs - Division B	
429 FUND RIVER EAST DEVELOPMENT TIF			
Precision Wall Systems	98,819.95	Three Twenty at The Cascade - Glazed Assemblies	
Construction Ahead	74,336.08	Three Twenty at The Cascade - Composite Wall	
430 FUND SOUTH SIDE TIF AREA #1			
McCormick Angering	337.50	Bowen St. Improvements	
Jones Petrie Rafinski	1,575.00	St. Joseph Streetscape Improvements	
452 TIF PARK BOND CAPTIAL			
Lochmeller Group	3,500.00	Lincolnway Rehabilitation	
Troyer Group	24,480.00	Pulaski Park	
Total	738,701.64		45,000.00
Total Both Columns	783,701.64		

Upon a motion by Secretary Phillips, seconded by Commissioner Monk, the motion carried unanimously, the Commission approved the claims submitted on Thursday, July 25, 2019.

4. Old Business

5. New Business

A. River West Development Area

1. Agreement to Terminate Real Estate Purchase Agreement (Franklin Street)

Mr. Buckenmeyer presented an Agreement to Terminate Real Estate Purchase Agreement with Franklin Street Technology Park LLC. Staff has been working with Charlie Hayes and his group for the development of the Hamilton Towing Block, but after market analysis they have decided to not move forward with this project and concentrate on their project at Eddy and Corby. There has been interest shown in this site from other interested parties. Commission approval is requested.

President Jones opened the floor for public comment. No public comment was made. The floor was closed to public comment.

Upon a motion by Secretary Phillips, seconded by Commissioner Monk, the motion carried unanimously, the Commission approved Agreement to Terminate Real Estate Purchase Agreement (Franklin Street) submitted on Thursday, July 25, 2019.

2. Resolution No. 3490 (Authorizing Transfer of Property to Board of Public Works)

Mr. Netter presented Resolution No. 3490 (Authorizing Transfer of Property to Board of Public Works). This is an ongoing effort to clean up property information. We wish to transfer these properties from RDC to BPW since these are residential side lots with one being along the East Race sandwiched between two BPW properties. Commission approval is requested.

President Jones opened the floor for public comment. No public comment was made. The floor was closed to public comment.

Upon a motion by Secretary Phillips, seconded by Commissioner Monk, the motion carried unanimously, the Commission approved Resolution No. 3490 (Authorizing Transfer of Property to Board of Public Works) submitted on Thursday, July 25, 2019.

B. South Side Development Area

1. Budget Request (St. Joseph Streetscape)

Mr. Silveus presented a budget request for the St. Joseph Streetscape project. This will close out the St. Joseph Streetscape/road diet by the new Menards. The project included new street lighting and water main extension. This increase was needed to maintain proper pavement depth to ensure water drainage from the street. Commission approval is requested.

South Bend Redevelopment Commission Regular Meeting – July 25, 2019

President Jones opened the floor for public comment. No public comment was made. The floor was closed to public comment.

Upon a motion by Secretary Phillips, seconded by Commissioner Monk, the motion carried unanimously, the Commission approved Budget Request (St. Joseph Streetscape) submitted on Thursday, July 25, 2019.

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, August 8, 2019, 4:00 a.m.

8. Adjournment

Thursday, July 25, 2019, 4:07 a.m.

David Relos, Property Development Manager

Marcia Jones, President

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
REDEVELOPMENT COMMISSION			
Redevelopment Commission Claims August 22, 2019 for approval and ratify			
324 RIVER WEST DEVELOPMENT AREA			
Walsh & Kelly, Inc.	306,706.72	Michigan St. Pavement Replacement	
Kolata Emprises, LLC	540.00	Professional Services	
Epoch	3,155.00	Technology Resource Center	
Barnes & Thornburg LLP	9,600.00	TIF Realignment Plan	
Abonmarche	2,400.00	Western Ave Streetscape from Falcon to Dundee St	
Precision Wall System	168,625.00	Lafayette Building Skylight	
United Consulting	2,641.50	Coal Line Trail Ph I	11,118.31
United Consulting	24,656.38	Coal Line Trail Ph I & II	10,428.31
GLC	44,979.50	Main St. Wayne St. Garage Improvement	
Black & Veatch Corporation		Olive WTP Improvements	23,160.35
Joseph A Dzierla & Associates, Inc.		Vested Interest Building Roof Repair	8,300.00
Troyer Group		Brick Pavement	10,121.00
Walsh & Kelly, Inc.		Michigan St Pavement Replacement	471,625.03
Indiana Earth, Inc.		Western Ave Streetscape - Phase III	312,507.22
Milestone Fence, LLC		JMS Parking Lot Improvements	18,411.40
Ritschard Bros, Inc.		Unity Gardens	68,083.51
Rieth Riley Construction		Berlin Place	93,437.50
429 FUND RIVER EAST DEVELOPMENT TIF			
Precision Wall System	168,625.00	Three Twenty at The Cascade-Glazed Assemblies	
Skyline Plastering, Inc.	74,679.50	Three Twenty at The Cascade - Exterior Insulation & Finish System	
Ritschard Bros, Inc.	50,812.65	Three Twenty at The Cascade - Site Utilities (Sanitary)	
430 FUND SOUTH SIDE TIF AREA #1			
HRP Construction	24,383.18	Miami St. Basin Drainage Improvements	
Walsh & Kelly, Inc.	30,604.16	St. Joseph Streetscape	
Arcadis		Utility Management GIS/Engineering Assistance	12,575.05
G.E Marshall, Inc.		Small Drainage Design and Repair - Div. A (Hawbaker)	117,106.53
439 FUND CERTIFIED TECHNOLOGY PARK			
Majority Building, Inc.	90,649.57	Technology Resource Center @ Catalst 2	
452 PARK BOND TIF FUND			
Lawson-Fisher Associates		West Bank Corridor Improvements Final Deign	816.00
Total	1,003,058.16		1,157,690.21
Total Of Both Columns	2,160,748.37		

PARKING LOT LICENSE AGREEMENT

This Parking Lot License Agreement (this "Agreement") is made July 11, 2019, by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the "Commission"), and BHOLA SINGH of KAMBOJ INC a MICHIGAN CORPORATION with an address at 60525 N. Main St., VANDALIA, MI 49095 (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"), currently existing as a paved parking area, as more particularly described on **Exhibit 1** (the "Parking Lot").

B. In connection with the Company's purchase of certain real property, commonly known as the VA Building, with an address of 333 Western Avenue (the "Building"), the Company desires access to the Parking Lot solely for the purpose of parking the passenger vehicles of the Company's employees, licensees, and invitees visiting the Building.

C. The Commission is willing to permit the Company to use the Parking Lot 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 to Use Parking Lot. The Commission grants to the Company a license to enter and use eighty (80) parking spaces located on the Parking Lot (the "Parking Spaces") for the parking of passenger vehicles of the Company's employees, licensees, and invitees visiting the Building, provided that the Company's use of the Parking Lot is reasonable at all times and comports with the terms of this Agreement and all applicable laws. The Commission, or staff of the Department of Redevelopment as its designee (its "Designee"), reserves the right to specifically designate the location and configuration of the Parking Spaces on the Property that are available for the Company's use and may modify such location or configuration during the Term (as defined below) upon reasonable notice to the Company. The Company's license is limited to use of the Parking Spaces as stated above and a reasonable course of ingress to and egress from, both vehicular and pedestrian, the Parking Spaces.

2. License to Use Pedestrian Access Area. Additionally, the Commission grants the Company a temporary, non-exclusive license to enter and use the abutting private sidewalk, which is more particularly described on **Exhibit 2** (the "Sidewalk"), for pedestrian ingress to and egress from the Building and the Parking Lot. Together, the Sidewalk and the Parking Lot are referred to as "the Property."

3. Term. The Company's license to use the Property shall be effective for five (5) years starting on September 1, 2019 (the "Term"). On or after September 1, 2022, the Commission

or its Designee shall review the Company's use of the Parking Lot to determine the adequacy of the number of Parking Spaces, and the Parties shall mutually agree upon an adjustment to the number, if the Commission or its Designee, in its, his, or her sole discretion, deems such an adjustment necessary.

4. Right to Present Purchase Offer. If during the Term, the Commission seeks to sell the Parking Lot for development purposes, the Company shall be notified by the Commission or its Designee and provided a reasonable opportunity to present a purchase offer, including a proposed use for the Parking Lot, to the Commission. The Commission shall weigh the Company's offer and proposed use against any other offers and proposed uses received for the Parking Lot and shall accept the purchase offer that provides, in its sole opinion, the best use of the Parking Lot for the City and its residents.

5. Termination. Upon One Hundred Eighty (180) days' prior written notice to the Company, the Commission or its Designee, may revoke and terminate this Agreement to accommodate future development of the Property or the surrounding area, as determined in its, his, or her sole discretion. If the Commission or its Designee provides such notice of termination within the first three (3) years of this Agreement, the Commission shall provide eighty (80) replacement parking spaces within five (5) blocks of the Building for Company's use. The Commission further agrees to work collaboratively with the Company to address the Company's parking needs in conjunction with any new development on the Property. Notwithstanding the foregoing, the Commission or its Designee may revoke the license and terminate this Agreement without notice and without the need to provide replacement parking in the event there exists any default of the Company's obligations under this Agreement or if, in the Commission's or its Designee's sole opinion, the Company's use of the Building significantly changes from the planned use as a family restaurant and entertainment venue.

6. 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 or of the Parking Spaces, and the Company will have no right or authority to convey any leasehold or other interest in the Property or the Parking Spaces 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 or the Parking Spaces to any other person or entity will be a material breach of this Agreement and 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.

7. Storage; Hazardous Materials. The Company agrees that it will not store any supplies, materials, goods, construction vehicles, or personal property of any kind on the Property without the prior written consent of the Commission. In addition, the Company 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.

8. No Representations or Warranties. The Commission makes no representations or warranties regarding the condition of the Property or its fitness for any particular use or purpose.

Further, the Parties acknowledge that the Commission does not have a duty to maintain the Property in a condition that meets or exceeds its current condition.

9. Maintenance. At all times during the period of the license, the Company will keep the Property in good order and condition, including, without limitation, clearing all ice and snow from the Sidewalk and Parking Spaces (as the same may be designated or configured from time to time pursuant to Section 1 of this Agreement) and any path of vehicular or pedestrian access to such Parking Spaces from the public rights-of-way abutting the Property, which will be the Company's responsibility unless the City or the Commission undertakes to remove ice and snow from the entirety of the Property.

10. Restoration. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property, including disturbances or damage caused by the vehicles of the Company's employees, licensees, or invitees, 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 or its designee.

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

12. 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 Parking Spaces. 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 Parking Spaces in accordance with the terms of this Agreement.

13. Commission's Use. The Commission reserves the right to use the Property, other than any spaces designated or configured from time to time pursuant to Section 1 of this Agreement, during the Term for any purpose that does not substantially interfere with or obstruct the Company's license under this Agreement.

14. Property Taxes. The Company will be responsible for the payment of all real property taxes and assessments, of any nature whatsoever (the "Taxes"), levied against the portion of the Property containing the Parking Spaces 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.

15. Indemnification. The Company shall defend, indemnify, and hold harmless the City and the Commission, and their respective officials, employees, agents, 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 or the Parking Spaces. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 Parking Lot License Agreement to be effective as of the Effective Date stated above.


SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Quentin Phillips, Secretary

a Kamboj, INC _____

By: 
Printed: Bhola Singh _____
Title: Managing Partner _____

Dated: August 9, 2019

EXHIBIT 1

PARKING LOT LEGAL DESCRIPTION

Lot B as shown on the recorded plat of Vail's Subdivision (First Replat) recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel Key No. 018-3012-044002

EXHIBIT 2

SIDEWALK LEGAL DESCRIPTION

Outlot B shown on the recorded plat of Vail's Subdivision (First Replat) recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel Key No. 018-3012-044004

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “Second Amendment”) is made on August 22, 2019, by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”), and Greater Lowell Holdings LLC, an Indiana limited liability company (the “Developer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. The Commission and the Developer entered into a Development Agreement dated effective December 14, 2017, which was amended on June 13, 2019 by a First Amendment to Development Agreement (together, the “Development Agreement”), for the development of a Project in the River East Development Area.

B. The Commission agreed to expend the Funding Amount to complete the Local Public Improvements (“LPI”) in support of the Project in accordance with the Project Plan, as the same LPI are set forth on Exhibit C to the Development Agreement.

C. Pursuant to Section 5.2(c) of the Development Agreement, bids were received for the Local Public Improvements (“LPI”) by the City of South Bend Board of Public Works (the “Board”), as the Commission’s agent, and the winning bid exceeded the Funding Amount.

D. The Commission has agreed to pay a portion of the overage, and the Developer has agreed to pay the remainder of the overage and any further change orders needed to complete the LPI; in consideration therefor, the Commission is willing to increase the Funding Amount, thereby permitting the Board’s award of the contracts for the LPI.

E. The Parties now desire to modify the Development Agreement to reflect the Parties’ agreement, as set forth herein.

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

1. Section 1.3 of the Development Agreement shall be deleted in its entirety and replaced with the following:

1.3 Funding Amount. “Funding Amount” means an amount not to exceed Four Hundred Sixty-Seven Thousand Seven Hundred Twenty-Five and 38/100 Dollars (\$467,725.38) 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 in support of the Project (inclusive of the Developer’s improvements to both the LaSalle Property and the Colfax Property). The Parties acknowledge and agree that Developer shall expend Four Hundred Thousand Dollars (\$400,000.00) on Local Public Improvements in accordance with Exhibit C, and an amount not to exceed Sixty Thousand

Dollars (\$60,000.00) is specifically to be applied to the infrastructure cost of water taps for the sprinkler system of the Colfax Property (“Sprinkler Funds”). The remaining Seven Thousand Seven Hundred Twenty-Five and 38/100 Dollars (\$7,725.38) shall be reimbursed to the Commission by the Developer in accordance with Section 5.2(d).

2. Section 5.2(d) of the Development Agreement shall be deleted in its entirety and replaced with the following:

(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 sole 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. In such case, the Developer shall provide the Commission with payment in immediately available funds within five (5) business days of its determination, and, in any event, before a notice to proceed will be provided by the Commission, or an agent of the Commission, to any contractor. 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 Project.

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

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

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

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

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

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereby execute this Second Amendment to Development Agreement as of the first date stated above.

COMMISSION:

SOUTH BEND REDEVELOPMENT
COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

By: _____
Quentin Phillips, Secretary

DEVELOPER:

GREATER LOWELL HOLDINGS LLC

By: _____
Frank Perri, Manager



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: January 24, 2019
FROM: David Relos, Property Development Manager
SUBJECT: Professional Services Budget Increase (Baker Tilly)

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

PURPOSE OF REQUEST:

On January 24 2019, a professional services agreement with Baker Tilly (formerly Umbaugh & Associates) was approved to provide analytical services for the proposed TIF Adjustment. These services included analyzing the assessed value and financial impact of the adjustment.

The analysis included the effects on tax rates, circuit breaker tax credits, projected income with tax abatement roll off and new projects coming on line, as well as the preparation of an Impact Statement, analyzing effects on overlapping taxing units, plus attending various meetings and public hearings.

This analysis was well underway when the Auditor's office updated assessed values for 2019 pay 2020, thereby causing Baker Tilly to have to recalculate their analysis.

Staff requests approval of a \$9,000 budget increase to the original \$30,000 professional services agreement.

INTERNAL USE ONLY: Project Code: JOTHER;
Total Amount new/change (inc/dec) in budget: _____; Breakdown:
Costs: Engineering Amt: _____; **Other Prof Serv Amt: Fund 324: \$4,500, Fund 429: \$2,250; Fund 430: \$2,250**
Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;
Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____
_____. Going to BPW for Contracting? N
Is this item ready to encumber now? **Yes** Existing PO# **250038** Inc/Dec \$ **9,000**

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT