



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, October 10, 2019 – 4:00 p.m.

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

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### 1. Roll Call

### 2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, September 26, 2019

### 3. Approval of Claims

- A. Claims Submitted October 10, 2019

### 4. Old Business

### 5. New Business

- A. River West Development Area
  - 1. Agreement to Buy and Sell Real Estate (1205 and 1215 W Colfax)
  - 2. Budget Increase (Eagle Way Sewer Extension)
  - 3. Budget Request (City Cemetery Improvements)
  - 4. Budget Request (Pod Removal)
- B. Other
  - 1. MOU (NICTD)
  - 2. Resolution No. 3508 (Approving Lease Execution South Bend Double Tracking)
  - 3. Resolution No. 3507 (Setting Public Hearing Additional 2019 Appropriations)

### 6. Progress Reports

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

### 7. Next Commission Meeting:

Thursday, October 24, 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**

September 26, 2019

4:00 p.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard

South Bend, Indiana

The meeting was called to order at 4:00 p.m.

**1. ROLL CALL**

Members Present:	Marcia Jones, President	
	Quentin Phillips, Secretary	
	Todd Monk, Commissioner	
	Gavin Ferlic, Commissioner	
Members Absent:	Don Inks, Vice-President	
	Leslie Wesley, Commissioner	
Legal Counsel:	Sandra Kennedy, Esq.	
Redevelopment Staff:	David Relos, RDC Staff	
	Mary Brazinsky, Board Secretary	
Others Present:	Daniel Buckenmeyer	DCI
	Jitin Kain	DCI
	Jacob Alexander	DCI
	Amanda Pietsch	DCI
	Zach Hurst	Engineering
	Kyle Silveus	Engineering
	Charlotte Brach	Engineering
	Conrad Damian	718 E Broadway
	Rob Michalak	R Ray Real Estate
	Todd Samuelson	Baker Tilly
	Andy Kostielney	St. Joe County
	Phil Faccenda	Barnes & Thornburg LLP
	Mike Noland	NICTD

South Bend Redevelopment Commission Regular Meeting – September 26, 2019

**2. Approval of Minutes**

**A. Approval of Minutes of the Regular Meeting of Thursday, September 12, 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, September 12, 2019.

**3. Approval of Claims**

**A. Claims Submitted September 26, 2019**

	Claims submitted	Explanation of Project	Items added after Agenda Distributed
REDEVELOPMENT COMMISSION Redevelopment Commission Claims September 26, 2019 for approval			
<b>324 RIVER WEST DEVELOPMENT AREA</b>			
Mulder Waterproofing and Sealants, Inc	282,102.50	Michigan St. Pavement Replacement	
Indiana Earth, Inc.	312,428.92	Western Ave Streetscape Ph III	
Epoch	11,680.00	Technology Resource Center	
Office Interiors	77,800.00	Fixtures, Furnishings and Equipment for Technology Resource Center	
Selge Construction Co., Inc.	22,570.00	Lincoln Way West & Charles Martin Sr. Dr. Improvements	
Baker Tilly Municipal Advisors	19,500.00	Analytical Services for the Proposed TIF Areas	
Botkin & Hall, LLP	60.00	Ignition Park	
Jones Petrie Rafinski	1,258.75	Wayfinding Signage Program Ph I	
Niezgodski Plumbing, Inc.	22,601.95	Lafayette Building Drain	
Majority Building, Inc.	174,736.62	Technology Resource Center @ Catalyst 2	
Environmental Glass Inc.	93,676.18	Liberty Tower Exterior Renovations Division C	
Troyer Group	616.00	Brick Pavement	
United Consulting	1,478.00	Coal Line Trail PH I & II	
Hardman Construction, Inc.		Main & Jefferson Earthwork	12,762.50
D.C. Byers Co.,/Detroit Inc.		Main & Colfax Parking structure Repairs	36,031.75
Ritschard bros., Inc.		Unity Gardens Learning Center Site Improvements	15,458.34
AECOM		South Shore Line Station Alternatives Study	31,126.94
Botkin & Hall LLP		Ignition Park	1,255.00
<b>422 WEST WASHINGTON DEVELOPMENT AREA</b>			
Dudeck Roofing & Sheet		Gemini at Washington-Colfax Roof Improvements	31,815.05
Bokon Masonry, Inc.		Gemini at Washington-Colfax Apartment Masonry & Stair Repairs Div. B	13,500.00
<b>429 FUND RIVER EAST DEVELOPMENT TIF</b>			
Baker Tilly Municipal Advisors	9,750.00	Analytical Services for the Proposed TIF Areas	
Construction Ahead Exteriors, Inc.		Three Twenty at The Cascade - Composite Wall	14,518.19
<b>430 FUND SOUTH SIDE TIF AREA #1</b>			
Baker Tilly Municipal Advisors	9,750.00	Analytical Services for the Proposed TIF Areas	
Walsh & Kelly, Inc.	26,613.82	St. Joseph Streetscape	
<b>439 FUND CERTIFIED TECHNOLOGY PARK</b>			
Majority Building, Inc.	153,076.49	Technology Resource Center @ Catalyst 2	
Total	1,219,699.23		156,467.77
Total Of Both Columns	1,376,167.00		

Upon a motion by Secretary Phillips, seconded by Commissioner Monk, the motion carried unanimously, the Commission approved the claims submitted on Thursday, September 26, 2019.

**4. Old Business**

**5. New Business**

**A. River West Development Area**

- 1. Third Amendment to Agreement to Buy and Sell Real Estate (618 W Marion)**  
Mr. Relos presented Third Amendment to Agreement to Buy and Sell Real Estate (618 W Marion). This Amendment extends the closing date for this property until October 31, 2019. It is expected to close by October 28, 2019. 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 Third Amendment to Agreement to Buy and Sell Real Estate (618 W Marion) submitted on Thursday, September 26, 2019.

- 2. Resolution No. 3503 (Declaring Certain Properties Blighted)**  
Mr. Relos presented Resolution No. 3503 (Declaring Certain Properties Blighted) These are vacant lots in the City Cemetery area that are vacant and blighted. This is the first step for these lots to be acquired. 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 Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Resolution No. 3503 (Declaring Certain Properties Blighted) submitted on Thursday, September 26, 2019.

- 3. Third Amendment to Development Agreement (Ziker's)**  
Mr. Buckenmeyer presented Third Amendment to Development Agreement (Ziker's). Bids for this project came in higher than anticipated for the local public improvements. The developer has agreed to pay the overage for the improvements in the amount of \$35,100. 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 Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Third Amendment (Ziker's) submitted on Thursday, September 26, 2019.

- 4. First Amendment to Development Agreement (Bald Mountain, LLC)**  
Mr. Buckenmeyer presented First Amendment to Development Agreement (Bald Mountain, LLC). Bald Mountain, LLC is better known as 201 S. Main or Main and Jefferson. As the contractors for our part of the project worked on the pilings in the construction area, there was shifting due to remnants of the old Jefferson

Hotel. Bald Mountain has agreed to split the amount with the city. We are requesting an additional amount of \$10,000 to the overall budget, bringing the amount to \$360,000. 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 Ferlic, the motion carried unanimously, the Commission approved First Amendment to Development Agreement (Bald Mountain, LLC) submitted on Thursday, September 26, 2019.

**5. Real Estate Purchase Agreement (R. Ray Real Estate, LLC)**

Mr. Buckenmeyer presented Real Estate Purchase Agreement (R. Ray Real Estate, LLC). Masterbilt, also known as R. Ray Real Estate, LLC is one of the legacy companies in South Bend with three generations of ownership looking to expand their business. Their new location is planned for Indiana and Kemble, commonly known as Ignition Park South. The facility will be a new 40,000 square foot facility which will combine a couple recently acquired businesses. This Agreement will sell the land at \$10,000 per acre for a total of \$30,000. We are offering a first right of refusal for a period of 5 years on the western half of the abutting lot to the east. R. Ray Real Estate, LLC will obtain an environmental analysis of the land.

Rob Michalak, states they are experiencing growth and have acquired a business in Mishawaka in December 2018. He would like to expand the current location in South Bend and looks forward to working with the city.

Mr. Buckenmeyer stated that Rob has partnered with the Pathways program and Jacob Alexander, Business Development Specialist for the city to take advantage of lean training. We appreciate all his partnerships with the city. 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 Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Real Estate Purchase Agreement (R. Ray Real Estate, LLC) submitted on Thursday, September 26, 2019.

**6. Budget Request (Olive GAC Water Treatment Plant)**

Mr. Silveus presented Budget Request (Olive GAC Plant Construction). The Board of Public Works recently opened bids for the Olive Water Treatment Plant (WTP). Bowen Engineering submitted the only bid which was approximately \$500,000 over the estimate. This work is critical in providing clean drinking water to the central pressure zone and to perform the work when there are lower demands for water in late fall/winter. Commission approval is requested.

## South Bend Redevelopment Commission Regular Meeting – September 26, 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 Commissioner Monk, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Budget Request (Olive GAC Plant Construction) submitted on Thursday, September 26, 2019.

### **B. River East Development Area**

#### **1. Budget Request (Colfax Bridge Lift Station)**

Mr. Hurst presented a Budget Request (Colfax Bridge Lift Station). This budget request is for \$60,000 to augment and finalize a report analyzing the East Race sewer system. In the past year engineering has worked with developers in the area to hone in on accurate data. In the future there will be new plans and estimations for the lift station. Commission approval 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 Commissioner Monk, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Budget Request (Lift Station) submitted on Thursday, September 26, 2019.

### **C. Other**

#### **1. MOU (South Shore Line)**

Mr. Kain presented the MOU (South Shore Line). In 2017 the Redevelopment Commission signed an agreement with the County for both parties to work on double tracking reducing the travel time from South Bend to Chicago. The MOU stated the County would cover the cost of double tracking at \$18M and the City would cover the cost of relocating the station at \$25M. At City Council in 2017 a resolution was passed to support this agreement. The County has approached the City to partner with them regarding the cost of double tracking. The MOU in front of you supersedes the old MOU stating the County and City will split the cost of the double tracking at \$9.125M each via a bond. The County would then contribute the same amount towards a new station. There is a study looking at downtown and the airport cargo plan. If the City agrees to the \$9.125M bond, NICTD would agree to a 20-year location in South Bend. The MOU has been approved on the County side.

Mike Noland, NICTD stated that we are in a critical juncture to move the project forward. In June 2019 the State budget committee approved the State funding plan. The project was estimated at \$300M with the 4 counties splitting half with the State with the other half the federal government. Since that time the project has gotten more expensive at \$400M. The federal government was asking for us to come up with more than 50% at a threshold of 38%. That came in late March which went to the Governor's office and local leaders. Within four weeks the State came up with an additional \$205M which will cover the increased project cost. The Governor is all in on this project. This was passed through the State budget

## South Bend Redevelopment Commission Regular Meeting – September 26, 2019

in June and expect final decision in the next month. The final ask is at all the County/City levels. The goal is 90 miles in 90 minutes. This will increase ridership and economic growth for the areas. The goal is for construction to start in 2021 and completion in 2023.

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

Upon a motion by Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved MOU (South Shore Line) submitted on Thursday, September 26, 2019.

### **2. Resolution No. 3502 (South Shore Line)**

Mr. Kain presented Resolution No. 3502 (South Shore Line). The bond process is kicking off today.

Phil Faccenda, Barnes & Thornburg stated that this is the last piece in the overall financing plan for the double tracking plan. This Resolution is to authorize a public hearing taking place at the Redevelopment Commission on October 10<sup>th</sup> and to place a notice in the paper for this hearing. This is giving preliminary approval of a draft lease included in your materials. Lease financing in Indiana allows us to issue bonds that would be backed by special property taxes of the district. The district has a debt limit. With lease financing you do not build in that limit, it is a lease rental. We would include the Redevelopment Authority with property along Cleveland Road for the leased premises. The Redevelopment Authority will also need to meet on October 10, 2019. The approximate amount will be for \$10.4M. It is anticipated that the financing will be on October 28<sup>th</sup> for approval. With the approval a formal lease in which we will have to wait 30 days and close in mid-December 2019. 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 Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Resolution No. 3502 (South Shore Line) submitted on Thursday, September 26, 2019.

### **3. Resolution No. 3491 (Setting Public Hearing for 2020 TIF Appropriations)**

Ms. Pietsch presented Resolution No. 3491 (Setting Public Hearing for 2020 TIF Appropriations). This resolution will set the public hearing date for October 24, 2019 for the 2020 TIF appropriations. 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 Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Resolution No. 3491 (Setting Public Hearing for 2020 TIF Appropriations) submitted on Thursday, September 26, 2019.



**6. Progress Reports**

A. Tax Abatement

1. Masterbilt
2. Jupiter Aluminum: 111,000 sq. ft. building; new buyer out of Chicago for warehousing initially for the RV business. Possible bringing business from China to South Bend.
3. Personal Property leasing Cleveland/Brick Road building; \$4M injection molding equipment; 120 new jobs.
4. Vennli – office building at 23/Corby.

B. Common Council

C. Other

**7. Next Commission Meeting:**

Thursday, October 10, 2019, 4:00 p.m.

**8. Adjournment**

Thursday, September 26, 2019, 4:32 p.m.

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David Relos, Property Development Manager

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Marcia Jones, President

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION Redevelopment Commission Claims October 10, 2019 for approval and ratify		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
Ritschard bros., Inc.	5,458.34	Unity Gardens Learning Center Site Improvements
Troyer Group	616.00	Brick Pavement
South Bend Water Works	1,458.00	Unity Gardens Learning
<u>422 WEST WASHINGTON DEVELOPMENT AREA</u>		
South Send Tribune	73.94	Bid Ads Gemini Site Improvements
Total	7,606.28	

**AGREEMENT TO BUY AND SELL REAL ESTATE**

This Agreement To Buy And Sell Real Estate (“Agreement”) is made by and between Holiness Church of God, Inc. of 1318 Lincoln Way West, South Bend, Indiana 46628 (“Seller”) and the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission of Ste. 1400 S., 227 W. Jefferson Blvd., South Bend Indiana 46601 (“Buyer”) (each a “Party” and together the “Parties”).

**RECITALS**

- A. Buyer exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, being Indiana Code 36-7-14 (the “Act”).
- B. Pursuant to Section 19.5 of the Act, Buyer may acquire property that meets certain conditions from a willing seller without an appraisal (the “Acquisition Section”).
- C. In furtherance of its purposes under the Act, Buyer desires to purchase from Seller certain real property located in South Bend, Indiana (the “City”), and more particularly described in attached **Exhibit A** (the “Property”).
- D. Seller desires to sell the Property to the Buyer in accordance with the Acquisition Section and this Agreement.

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

**1. PURCHASE AND SALE OBLIGATION**

Seller agrees to sell the Property to the Buyer upon the terms and conditions set forth herein. All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed by Buyer and Seller (the “Contract Date”).

**2. PURCHASE PRICE**

The purchase price for the Property shall be Two Thousand Eight Hundred Dollars (\$2,800.00), less property taxes due and owing on the Property, which the Parties believe to be in the amount of Two Thousand Three Hundred Forty-Seven and 18/100 Dollars (\$2,347.18), and which the Buyer will pay directly, with the remaining balance, which the Parties believe to be Four Hundred Fifty-Two and 82/100 Dollars (\$452.82), paid to the Seller (the “Purchase Price”), payable by Buyer to Seller as described in Section 7 (the “Closing,” the date of which is the “Closing Date”).

### **3. BUYER'S DUE DILIGENCE**

A. Investigation. Seller acknowledges that Buyer's determination to purchase the Property requires a process of investigation (Buyer's "Due Diligence") into various matters. Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Authorizations During Due Diligence Period. Seller authorizes Buyer, as of the Contract Date and continuing until the end of the Due Diligence Period (as defined below) to enter upon the Property or to cause agents to enter upon the Property for purposes of examination; provided, that Buyer may not take any action upon the Property which reduces the value thereof; further provided, that Buyer shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify and hold Seller harmless, before and after the Closing Date whether or not a closing occurs and regardless of any cancellations or termination of this Agreement, from any liability to any third party, loss or expense incurred by Seller, including without limitation, reasonable attorney fees and costs, arising from acts or omissions of Buyer or Buyer's agents or representatives with regard to this Agreement.

C. Due Diligence Period. Buyer shall have a period of thirty (30) days following the Contract Date to complete its examination of the Property in accordance with this Section 3 (the "Due Diligence Period"). Buyer, in its sole discretion, may waive all or any portion of the Due Diligence Period and close the transaction as set forth in Section 7.

D. Termination of Agreement. If at any time within the Due Diligence Period, Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Seller and with no liability to Buyer, except as set forth herein.

### **4. PRESERVATION OF TITLE AND CONDITION**

A. After the date Seller receives a copy of this Agreement as described in Section 1, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any new interests, liens, restrictions, easements, covenants, reservations or other matters affecting Seller's title (such matters are referred to as "Encumbrances").

B. Seller hereby covenants that Seller will not alter the condition of the Property at any time after the date Seller receives a copy of this Agreement as described in Section 1. Further, Seller will not release any hazardous substances on or near the Property and will not otherwise collect or store hazardous substances or other materials, goods, refuse or debris at the Property.

## **5. TITLE COMMITMENT AND SURVEY**

Seller acknowledges that Buyer has obtained, at Buyer's sole expense, a commitment for an owner's policy of title insurance (the "Title Commitment"), which shall be updated to identify any encumbrances affecting the Property as of the Contract Date. Buyer, at its option, may obtain a survey of the Property, at its sole expense. The Property shall be conveyed to Buyer free of all encumbrances, including but not limited to mortgages, judgments, and taxes, unless otherwise waived in writing by Buyer. The Title Commitment will be issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company"). The Title Commitment shall:

(1) Agree to insure good, marketable, and indefeasible fee simple title to the Property in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed from the Seller to the Buyer.

(2) Provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject only to any encumbrances waived by Buyer.

Regardless of whether this transaction closes, Buyer shall be responsible for the title search charges, the cost of the Title Commitment and owner's policy.

## **6. SELLERS REPRESENTATIONS AND WARRANTIES**

The undersigned Seller represents and warrants to Buyer that Seller owns fee simple title to the Property and is fully empowered to sell the Property to Buyer under the terms and conditions stated in this Agreement. Additionally, Seller represents and warrants that it has disclosed to Buyer any notifications from any local, state, or federal authority regarding environmental matters pertaining to the Property.

## **7. CLOSING**

A. Timing of Closing. If the Buyer does not terminate this Agreement due to a breach of this Agreement by Seller, or without cause during the Due Diligence Period, the transfer of title contemplated by this Agreement (the "Closing") shall be held at a date and location mutually agreeable to the Parties.

B. Closing Procedure.

(1) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of a warranty deed, substantially in the form attached hereto as **Exhibit B**, conveying the Property to the Buyer, free and clear of all liens, encumbrances, judgments, title defects, and exceptions, except those expressly waived by Buyer, and the Title Company's delivery of the Title Commitment to Buyer in accordance with Section 5 above.

(2) The possession of the Property shall be delivered to the Buyer at Closing, in substantially the same condition as it exists on the Contract Date, ordinary wear and tear excepted.

C. Conditions Precedent to Closing. Unless waived by the Parties before or at Closing, the following shall be a condition precedent to Closing:

(1) Buyer shall have no obligation to complete the transaction contemplated in this Agreement unless Seller removes from the Property before the Closing Date all personal property, including furniture and all personal belongings, and any trash or refuse.

D. Closing Costs. Buyer shall pay the Title Company's closing fee and all recordation costs associated with the transaction contemplated in this Agreement.

E. Personal Property. Any personal property remaining at the Property after Closing will be deemed to be abandoned by the Seller, and Buyer, in its sole discretion, may choose to exercise possession of and control over any such personal property.

F. Seller's Due Diligence. Seller acknowledges that Seller has conducted its own due diligence and acknowledges that the Purchase Price is fair and reasonable and waives any right that Seller may have to an appraisal or to contest or challenge the validity of compensation received under this Agreement.

## **8. ACCEPTANCE OF PROPERTY "AS-IS"**

Except as otherwise set forth herein, Buyer agrees to purchase the Property "as-is, where-is" and without any representations or warranties by Seller as to the condition of the property or its fitness for any particular use or purpose. Seller offers no such representation or warranty as to condition or fitness, and nothing in this Agreement shall be construed to constitute such a representation or warranty as to condition or fitness.

## **9. TAXES**

Buyer will pay on Seller's behalf, pursuant to Section 2, all real property taxes accrued as of the Closing Date.

## **10. COMMISSIONS**

The Parties acknowledge that neither Buyer nor Seller are represented by any broker in connection with the transaction contemplated in this Agreement. Buyer and Seller agree to indemnify and hold one another harmless from any claim for commissions in connection with the transaction contemplated in this Agreement.

11. **APPLICABLE LAW; JURISDICTION**

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

12. **NOTICES**

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to Seller, or to Buyer in care of Buyer's Representative (with a copy to South Bend Legal Department, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601, Attn: Corporation Counsel) at the respective addresses stated in Section 1 above. Either Party may, by written notice, modify the address for future notices to such Party.

13. **ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between Seller and Buyer and supersedes all prior discussions, understandings, or agreements between Seller and Buyer concerning the transaction contemplated in this Agreement, whether written or oral.

14. **COUNTERPARTS; SIGNATURES**

This Agreement may be separately executed in counterparts by Buyer and Seller, and the same, when taken together, will be regarded as one original Agreement. Facsimile signatures will be regarded as original signatures.

15. **AUTHORITY TO EXECUTE**

The undersigned persons executing and delivering this Agreement on behalf of the Parties represent and certify that they are the duly authorized representatives of their respective Parties and have been fully empowered to execute and deliver this Agreement and that all necessary action has been taken and done.

16. **ACKNOWLEDGMENT OF UNDERSTANDING**

**The Parties negotiated this Agreement at arms' length, and each Party has had an opportunity to consult with legal counsel. Each Party hereby acknowledges and affirms that it understands and is willing to be bound by the terms of this Agreement.**

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

BUYER:

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

By:

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

ATTEST:

By:

\_\_\_\_\_  
Quentin Phillips, Secretary

SELLER:

Holiness Church of God, Inc.

By:

Signed:   
Printed: David Parker Brooks  
Title: Chairman Deacon



**EXHIBIT A**

**Description of Property**

**Parcel I:**

The West 67.96 feet of Lot Numbered 42A as shown on the recorded Plat of Rockafeller's Second Addition to the City of South Bend - First Replat, recorded May 2, 2003 as Instrument No. 0326446 in the Office of the Recorder of Saint Joseph County, Indiana.

Commonly known as 1215 W Colfax Avenue, South Bend, Indiana 46616

Tax ID: 018-1040-1733

**Parcel II:**

The East 51.48 feet of Lot Numbered 42A as shown on the recorded Plat of Rockafeller's Second Addition to the City of South Bend - First Replat, recorded May 2, 2003 as Instrument No. 0326446 in the Office of the Recorder of Saint Joseph County, Indiana.

Commonly known as 1205 W Colfax Avenue, South Bend, Indiana 46616

Tax ID: 018-1040-1735

**EXHIBIT B**

**Form of Warranty Deed**

**HOLD FOR:**  
City of South Bend  
227 W. Jefferson Blvd., Ste. 1400S  
South Bend, IN 46601

**AUDITOR'S RECORD**  
TRANSFER NO. \_\_\_\_\_  
TAXING UNIT \_\_\_\_\_  
DATE \_\_\_\_\_  
KEY NOS. 018-1040-1733  
018-1040-1735

**WARRANTY DEED**

THIS INDENTURE WITNESSETH, that Holiness Church of God, Inc. (the "Grantor")

CONVEYS AND WARRANTS to the Department of Redevelopment of the City of South Bend, for the use and benefit of the Department of Redevelopment by and through its governing body, the South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantee"),

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate in St. Joseph County, Indiana (the "Property"):

**Parcel I:** 1215 W Colfax Avenue, South Bend, Indiana 46616  
The West 67.96 feet of Lot Numbered 42A as shown on the recorded Plat of Rockafeller's Second Addition to the City of South Bend - First Replat, recorded May 2, 2003 as Instrument No. 0326446 in the Office of the Recorder of Saint Joseph County, Indiana.  
*Tax ID: 018-1040-1733*


**Parcel II:** 1205 W Colfax Avenue, South Bend, Indiana 46616  
The East 51.48 feet of Lot Numbered 42A as shown on the recorded Plat of Rockafeller's Second Addition to the City of South Bend - First Replat, recorded May 2, 2003 as Instrument No. 0326446 in the Office of the Recorder of Saint Joseph County, Indiana.  
*Tax ID: 018-1040-1735*

The Grantor hereby conveys the Property in fee simple to the Grantee free and clear of all leases, licenses, mortgages, or other encumbrances of any kind or character but subject to all easements, highways, and other matters of record.

*Signature Page Follows*

GRANTOR:

Holiness Church of God, Inc.

By: 

Printed: David Park Brooks

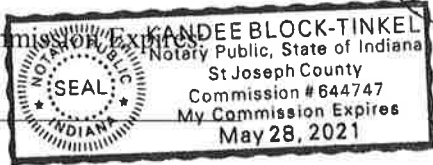
Title: Chairman Deacon

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared David Park Brooks, the duly authorized Holiness Church of God, Inc of Grantor, and acknowledged the execution of the foregoing Warranty Deed as his true act and deed and as an authorized representative of Grantor.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 8<sup>th</sup> day of October, 2019.

My Commission Expires \_\_\_\_\_





Notary Public  
Residing in St. Joseph County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Sandra L. Kennedy.

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



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: October 7, 2019

FROM: Kyle Silveus, Assistant City Engineer

SUBJECT: Budget Request – Eagle Way Sewer Extension

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

PURPOSE OF REQUEST: Funding for professional engineering and construction of the improvements in the amount of **\$300,000**.

Specifics: In 2000, a temporary lift station was constructed to facilitate development along Enterprise Dr./Eagle Way/Lone Wolf Drive to take sanitary flow. A sanitary stub was also constructed and plugged at the end of Eagle Way, with the intent to bring the flow south to Nimtz Pkwy by gravity in the future. The temporary lift station has limited flow, causing maintenance issues such as freezing pipes in the wet well in the winter and forcing our sewer department needs to pump it out regularly.

By bringing the sanitary flow by gravity to Nimtz Pkwy, we are able to eliminate the temporary lift station. This project would work in coordination with the current development of the property to the south with the 80/90 Distribution Center and would take off from the stub at Eagle Way and extend south through easement to the existing sanitary sewer in Nimtz Pkwy.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;

Total Amount new/change (inc/dec) in budget: \$300,000 \_\_\_\_\_; 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 \$ \_\_\_\_\_



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: October 10, 2019  
FROM: Tim Corcoran  
SUBJECT: Budget Request (City Cemetery Improvements)

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

PURPOSE OF REQUEST:

Specifics:

Staff requests the Redevelopment Commission's approval of \$550,000 budgeted for the next phase of City Cemetery entrance improvements as part of a master revitalization plan for the City Cemetery area. It's anticipated that project construction will commence in Spring 2019.

As identified during the master plan process, there's a priority need for improved corridor appearance and cemetery access. These funds would serve to construct an entrance park/plaza that will serve cemetery visitors and neighbors.

If you should have any questions or need more information, please feel free to contact me at either tcorcoran@southbendin.gov or 235-7692.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;  
Total Amount new change (inc/dec) in budget: \$550,000; Break down:  
Costs: Engineering Amt: \_\_\_\_\_; Other Prof Serv Amt \_\_\_\_\_;  
Acquisition of Land/Bldg (circle one) Amt: \_\_\_\_\_; Street Const Amt \$550,000;  
Building Imp Amt \_\_\_\_\_; Sewers Amt \_\_\_\_\_; Other (specify) Amt: \_\_\_\_\_  
\_\_\_\_\_. Going to BPW for Contracting Y  
Is this item ready to encumber now? \_\_\_ Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: October 10, 2019

FROM: David Relos, Property Development Manager

SUBJECT: Budget Request (pod removal)

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

This budget request is for the removal of six pods / temporary classrooms that were donated by and relocated from Ivy Tech to RDC owned property in the 1300 block of South Michigan St.

At the October 8<sup>th</sup> Board of Public Works meeting, two quotes were received, with the low bidder being \$41,100.

Staff requests approval of a budget in the amount of \$41,100, so these pods can be removed.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;

Total Amount **new**/change (inc/dec) in budget: \_\_\_\_\_ \$41,100 \_\_\_\_\_; Breakdown:

Costs: Demolition 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**

Is this item ready to encumber now? **Y** Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

**MEMORANDUM OF UNDERSTANDING AMONG THE ST. JOSEPH COUNTY  
BOARD OF COMMISSIONERS, THE SOUTH BEND REDEVELOPMENT  
COMMISSION, AND THE NORTHERN INDIANA COMMUTER TRANSPORTATION  
DISTRICT REGARDING THE SOUTH SHORE LINE**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and among the St. Joseph County Board of Commissioners (the “County”), the South Bend Redevelopment Commission (the “City”), and the Northern Indiana Commuter Transportation District (“NICTD”).

WHEREAS, NICTD operates the South Shore Line, which carries commuters between South Bend and Chicago, and is seeking approval for significant funding for major improvements over the next several years; and

WHEREAS, various improvements are planned for the South Shore Line, including extension of the railroad by nine miles from Hammond to Dyer, adding a second track between Gary and Michigan City as well as moving the street-running tracks in Michigan City, a new station location within the corporate limits of the City of South Bend, the purchase of new rail cars, and the completion of a federally-mandated safety project named Positive Train Control; and

WHEREAS, all of these proposed improvements should result in better and faster service for commuters going between South Bend and Chicago; and

WHEREAS, the State of Indiana has mandated that the County provide \$18.25 million in matching funds (the “Matching Fund Amount”) before the State will provide significant funds to proceed with any of the proposed improvements to the South Shore Line; and

WHEREAS, the County and the City have agreed pursuant to a Memorandum of Understanding executed between them dated September 17, 2019 (the “County-City MOU”), that the City will assist the County with raising fifty percent of the Matching Fund Amount, not to exceed \$9.125 million (the “City’s Contribution Amount”), to assist in making improvements to the South Shore Line; and

WHEREAS, in return for the City’s Contribution Amount, the County and the City wish to ensure that their citizens will derive material benefit from the proposed improvements to the South Shore Line.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Objectives.** The County, the City, and NICTD shall cooperate with the purpose of making improvements that would shorten the South Shore Line travel time from South Bend to Chicago.

2. **Responsibilities.** The County agrees to provide the County’s Contribution Amount of fifty percent (50%) of the Matching Fund Amount. The City agrees to provide the City’s Contribution Amount. The County and the City shall be solely responsible for the costs and expenses of their respective Contribution Amount. The County agrees to provide funding



for the station in an amount at least equal to \$9.125 million. All of this is in accordance with the terms and conditions of the County-City MOU.

In exchange for receiving the County's Contribution Amount, the City's Contribution Amount, and the County's and the City's joint agreement to participate in the funding of a new station location within the corporate limits of the City, NICTD agrees as follows:

(a) NICTD shall maintain a full-service station stop for the South Shore Line within the corporate boundaries of the City or the west side of and immediately adjacent to the South Bend International Airport for a period of not less than twenty (20) years from the Effective Date of the County-City MOU. The parties agree that the City and the County shall determine a mutually agreeable location for a new station, with input from NICTD. The new station location shall have capacity substantially similar to the current station's capacity or greater, provided that such capacity reflects the demands for passenger rail operations. This section of the MOU shall survive termination or expiration of the MOU.

(b) In the event that a location for a new station within the boundaries of the City or the west side of and immediately adjacent to the South Bend International Airport cannot be determined, NICTD agrees to maintain the current station stop on the east side of the South Bend International Airport.

(c) The Matching Fund Amount, and any other funding contributions from the counties located in the South Shore Line corridor (LaPorte, Porter, and Lake) will be spent pro rata by NICTD, and any surplus funds remaining from the Contribution and other funding contributions from the counties located in the South Shore Line corridor shall be refunded to the contributing entities pro rata (i.e., any surplus contributions should be returned to each entity according to the percentage of funds contributed).

3. Term and Termination. This MOU is valid for a term of twenty (20) years from the Effective Date. The Parties may by written mutual agreement terminate this MOU for convenience.

4. Records. The parties shall retain all of their records relating to this MOU for a period of three (3) years following expiration or termination of the MOU, or following resolution of a dispute under this MOU, whichever occurs later.

5. Notices. Any notice required or permitted to be given by the parties pursuant to the terms of this MOU shall be in writing and shall be deemed given when delivered personally or deposited in the U.S. mail, first class with postage prepaid, and addressed to the parties as follows:

If to the County:

Andrew Kostielney, President  
St. Joseph County Board of Commissioners  
7<sup>th</sup> Floor  
227 W. Jefferson Blvd.  
South Bend, IN 46601

With copy to: Jamie C. Woods, Esq.  
County Attorney  
Thorne • Grodnik, LLP  
P.O. Box 1210  
Mishawaka, IN 46546-1210

If to the City: City of South Bend  
Department of Community Investment  
227 W. Jefferson Blvd., Ste. 1400 S  
South Bend, IN 46601  
Attn: Executive Director

With a copy to: South Bend Legal Department  
227 W. Jefferson Blvd., Ste. 1200 S  
South Bend, IN 46601  
Attn: Corporation Counsel

If to NICTD: Northern Indiana Commuter Transportation District  
33 E. U.S. Highway 12  
Chesterton, IN 46304  
Attn: President

With a copy to: Harris Welsh & Lukmann  
107 Broadway  
Chesterton, IN 46304  
Attn: L. Charles Lukmann, III

6. Miscellaneous.

(a) All parties agree by signing this MOU that they have the necessary authority to enter into this MOU, and have each taken all necessary actions to bind itself to the terms, conditions, and obligations of this MOU.

(b) This MOU is solely for the benefit of the parties hereto and gives no right to any other party.

(c) Nothing in this MOU is intended or will be deemed to create a partnership or joint venture between the parties.

(d) The County and the City may assign this MOU to another Indiana political subdivision located within the corporate boundaries of the City of South Bend. NICTD may assign this MOU to the Indiana Finance Authority (“IFA”) or the Northwest Indiana Regional Development Authority (“RDA”), if the IFA and/or RDA exercise their Construction Period Step-In Rights and/or Operations Step-In Rights per Article 11 of the Amended and Restated Governance Agreement Concerning Development of the Rail Projects, effective June 24, 2019 (the “Governance Agreement”).

(e) Any waiver by a party of a breach of a provision of this MOU will not operate or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this MOU. A failure by a party to insist upon strict adherence to any term of this MOU on one or more occasions will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this MOU. Any waiver must be in writing and signed by the party against whom enforcement of the waiver is sought.

(f) This MOU shall be construed in accordance with the laws of the State of Indiana. In the event of a dispute, controversy or claim arising out of or relating to this MOU or to any agreement(s) concluded pursuant to this MOU, the parties will use their best efforts to promptly settle such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date a party has notified the other of the nature of the dispute and of the measures that should be taken to rectify it shall be resolved by litigation in the Circuit or Superior Courts of St. Joseph County, Indiana.

(g) If any one or more of the provisions of this MOU shall be held invalid, illegal, or unenforceable, the validity and enforceability of all other provisions of this MOU shall not be affected.

(h) This MOU is the complete agreement among the St. Joseph County Board of Commissioners, the South Bend Redevelopment Commission , and the Northern Indiana Commuter Transportation District, and supersedes all prior agreements, arrangements and understandings with respect to the transactions provided for herein, including, but no limited to, the Memorandum of Understanding Between the St. Joseph County Board of Commissioners and the South Bend Redevelopment Commission dated June 20, 2017; provided, however, this MOU does not supersede the County-City MOU entered into on September 17, 2019. No representation, promise, inducement, or statement of intention has been made by or on behalf of any party hereto that is not set forth in this MOU. This MOU may be amended only by written agreement signed by each of the parties involved.

(i) The language used in this Agreement is language developed and chosen by all parties to express their mutual intent and no rule of strict construction shall be applied against any party.

(j) This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

*(signature page follows)*

IN WITNESS WHEREOF, the County, the City, and NICTD, through their duly authorized representatives, enter into this MOU.

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS

SOUTH BEND REDEVELOPMENT COMMISSION

\_\_\_\_\_  
Andrew Kostielney, President


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

\_\_\_\_\_  
Deborah Fleming, D.M.D., Vice-President

Attest: \_\_\_\_\_  
Quentin Phillips, Secretary

\_\_\_\_\_  
Dave Thomas, Member

NORTHERN INDIANA COMMUTER TRANSPORTATION DISTRICT

By:   
Michael Noland, President

**RESOLUTION NO. 3508**

**A RESOLUTION OF THE SOUTH BEND  
REDEVELOPMENT COMMISSION AUTHORIZING THE EXECUTION  
OF A LEASE BETWEEN THE SOUTH BEND REDEVELOPMENT AUTHORITY AND  
THE SOUTH BEND REDEVELOPMENT COMMISSION, AND ALL MATTERS  
RELATED THERETO**

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

WHEREAS, the Commission, pursuant to declaratory resolutions previously adopted by the Commission and amended from time to time, the Commission has declared (i) a certain area of the City of South Bend (the “City”) known as the “River West Development Area” (the “Area”) as a redevelopment area and an allocation area under the Act and approved an economic development plan for the Area; and

WHEREAS, the City has determined to pay a portion (such portion being referred to herein as the “City Payment”) of the amount that St. Joseph County is obligated to pay as a cash participant under Indiana Code 36-7.5-4.5-16 in the Northern Indiana Commuter Transportation District (“NICTD”) Main Line Double-Tracking Project which consists of the design, engineering, acquisition, renovation, construction, demolition, installation and/or improvement of certain rail lines owned and/or operated by NICTD and other projects relating to the foregoing projects (collectively, the “Double Tracking Project”); and

WHEREAS, the Commission has given consideration to (i) financing the cost of funding the City Payment which will be used by or on behalf of NICTD to pay for a portion of the cost of the Double Tracking Project; (ii) fund a debt service reserve fund, if necessary in connection with the issuance of lease rental revenue bonds (the “Bonds”) by the Authority; and (iii) pay costs incurred in connection with the issuance of the Bonds; and

WHEREAS, the Double Tracking Project is located in part within the geographical boundaries of the District and will benefit the residents of the City by providing future opportunities for new redevelopment and economic development and job creation in the Area and in the City generally; and

WHEREAS, the South Bend Redevelopment Authority (the “Authority”) has been established pursuant to the applicable provisions of Indiana Code 36-7-14 as a separate body corporate and politic, and as an instrumentality of the City to finance local public improvements for lease to the Commission; and

WHEREAS, on September 26, 2019, the Commission at a duly advertised and noticed public meeting, adopted its Resolution No. 3502 approving a proposed form of lease (the “Lease”) with the Authority, as Lessor, for all or a portion of Cleveland Road in the City from its intersection

with Portage Avenue to its intersection with Ameritech Drive (the “Leased Premises”) in order to provide for the Double Tracking Project which will lead to increased redevelopment and economic development and job creation opportunities for the residents of the City, and the Commission scheduled a public hearing regarding the Lease to be held on October 10, 2019, at 4:00 p.m. (local time), in Room 1308 of the County-City Building located at 227 West Jefferson Boulevard, South Bend, Indiana, and published notice of such public hearing on the Lease in accordance with applicable Indiana law; and

WHEREAS, on this date said public hearing has been held, and all interested parties have been provided the opportunity to be heard at the hearing; and

WHEREAS, the Commission intends to pay rent to the Authority (the “Rental Payments”) pursuant to the terms of the Lease, at a rate not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) per year, in semiannual installments, with a term no longer than eleven (11) years beginning on the date the Authority acquires an interest in the Leased Premises, and ending on the day prior to a date not later than eleven (11) years after such date of acquisition by the Authority; and

WHEREAS, the Commission seeks to authorize execution of the Lease and authorize the publication, in accordance with Indiana Code. 36-7-14-25.2 and Indiana 6-1.1-20-5, of a Notice of Execution and Approval of Lease and a Notice of Decision to Enter into a Lease;

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

SECTION 1. The Commission hereby finds and determines that (i) the terms of the Lease are based upon the value of the Leased Premises, that the Rental Payments to be paid by the Commission, pursuant to the terms of the Lease, at a rate not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) per year, in semiannual installments, with a term no longer than eleven (11) years beginning on the date the Authority acquires an interest in the Leased Premises and ending on the day prior to a date not later than eleven (11) years after such date of acquisition by the Authority, are fair and reasonable, (ii) the use of the Leased Premises throughout the term of the Lease will serve the public purpose of the City and is in the best interests of its residents, and (iii) the execution and delivery of the Lease is needed.

SECTION 2. The President or Vice-President and the Secretary of this Commission are hereby authorized and directed, on behalf of the City, and subject to obtaining approval from the Common Council of the City (the “Common Council”), to execute and deliver the Lease in substantially the form presented at this public meeting with such changes in form or substance as the President or Vice-President of this Commission shall approve, such approval to be conclusively evidenced by the execution thereof; provided that the Rental Payments shall not exceed the amounts set forth in Section 1 hereof.

SECTION 3. The Secretary of the Commission is hereby directed to transmit to the Common Council a copy of this Resolution and the Lease and to request the Common Council to adopt a Resolution approving the Lease and its execution by the Commission and the Authority, prior to the execution of the Lease.

SECTION 4. The Commission hereby authorizes the publication and posting in three (3) public places of a notice of the decision of the Commission to enter into a lease in excess of Five Thousand Dollars (\$5,000) all in accordance with Indiana Code 5-3-1 and 6-1.1-20-5.

SECTION 5. The Commission hereby authorizes the publication, in accordance with Indiana Code 5-3-1 and 36-7-14-25.2, of the Notice of Execution and Approval of Lease, following execution of the lease by the Commission.

SECTION 6. The President, Vice-President and Secretary of this Commission, and each of them, is hereby authorized and directed to take all such further actions and to execute all such documents or instruments as are desirable to carry out the transactions contemplated by this Resolution, in such forms as the President, Vice-President or Secretary executing the same shall deem proper, such desirability to be conclusively evidenced by the execution thereof.

SECTION 7. This Resolution shall be in full force and effect from and after its adoption by the Commission.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on October 10, 2019, in Room 1308, County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601.

**SOUTH BEND REDEVELOPMENT COMMISSION**

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

ATTEST:

\_\_\_\_\_  
Quentin Phillips, Secretary

**RESOLUTION NO. 3507**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
SETTING A PUBLIC HEARING ON ADDITIONAL 2019 APPROPRIATIONS OF TAX  
INCREMENT FINANCING REVENUES**

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 (the “District”), exists and operates under the provisions of Indiana Code 36-7-14, as amended (the “Act”); and

WHEREAS, in accordance with the Act, the Commission, from time to time, has declared, confirmed, and established allocation areas for certain redevelopment and economic development areas within the District for the purposes of tax increment financing; and

WHEREAS, the Commission has further created allocation area funds for receiving tax increment revenues received from the allocation areas; and

WHEREAS, the Commission will be presented with and will consider Resolution No. 3404, for the appropriation of funds from the Airport Bond Debt Service Reserve, Fund No. 315, Resolution No. 3505, for the appropriation of funds from Downtown Bond Debt Service Reserve, Fund No. 328 and Resolution No. 3506, for the appropriation of funds from South Bend Central Development Area Building Operations, closing out Fund 425; and

WHEREAS, the Commission desires to hold a public hearing to discuss the Resolution, which enable the Commission to pay certain expenses related to local public improvements anticipated for the calendar year 2019, as set forth more particularly in the Resolution; and

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

WHEREAS, the proposed appropriations are not for the operating expenses of the Commission.

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

1. The Commission desires to set a public hearing to discuss the Resolution for the appropriation of the funds in the not-to-exceed amounts for the various allocation areas as set forth below:

Allocation Area and Fund	Resolution No.	Fund No.	Not-to-Exceed
Airport Bond Debt Service Reserve	No. 3504	315	5,000
Downtown Bond Debt Service Reserve	No. 3505	328	20,000
SB Central Development Area Bldg Ops	No. 3506	425	8,592



2. The President and Secretary of the Commission are each hereby authorized and directed to take all necessary steps to obtain approval of the expenditures of such funds pursuant to applicable laws, including the publication in accordance with Indiana Code 5-3-1 of notice of a hearing on the appropriation of such funds to be held at 4:00 p.m. on October 24, 2019, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

3. This Resolution(s) will be in full force and effect upon its adoption by the Commission.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on October 10, 2019, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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Marcia I. Jones, President

ATTEST:

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Quentin Phillips, Secretary