



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, November 25, 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, November 14, 2019

3. Approval of Claims

A. Claims Submitted November 25, 2019

4. Old Business

5. New Business

A. River West Development Area

1. Budget Increase Request (Supplemental Design Services for Coal Line Trail)
2. Resolution No. 3513 (Declaring Certain Properties Blighted)
3. Agreement to Buy and Sell Real Estate (Northwood Investments, LLC)
4. Budget Request (Block and Landscape Concept Plans)

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, December 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.

REDEVELOPMENT COMMISSION
Redevelopment Commission Claims November 25, 2019 for approval

324 RIVER WEST DEVELOPMENT AREA

HWC Engineering

Abonmarche

United Consulting

AECOM

Total

Claims
submitted


Explanation of Project

18,140.00	Western Ave
12,740.00	Western Ave & Falcon/Dundee / Mayflower & Adams
362.55	Right -of-Way Coal Line Trail Ph I & 2
39,057.63	South Shore Line Station Alternatives Study
70,300.18	Total



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: November 18, 2019
FROM: Chris Dressel 
SUBJECT: Budget Increase Request (Supplemental Design Svcs for future Coal Line Trail)

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

PURPOSE OF REQUEST:

Staff requests the Redevelopment Commission's approval of \$19,647.63 for supplemental services as part of the design of future Coal Line Multiuse Trail. Project construction is expected to commence in Spring 2021 and be completed by end of 2022.

If you should have any questions or need more information, please feel free to contact me at either cdressel@southbendin.gov or 235-5847.

INTERNAL USE ONLY: Project Code: _____;

Total Amount new/change (inc/dec) in budget: \$19,647.63; Break down:

Costs: Engineering Amt: _____; Other Prof Serv Amt \$19,647.63;

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? Yes Existing PO# 227700 Inc/Dec \$19,647.63

RESOLUTION NO. 3513

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
DECLARING CERTAIN PROPERTIES TO BE BLIGHTED AND
IN NEED OF REDEVELOPMENT**

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

WHEREAS, the Commission previously designated and declared certain areas in the City of South Bend (the “City”) to be blighted and in need of redevelopment, including the River West Development Area (“River West”); and

WHEREAS, pursuant to I.C. 36-7-4-19.5, the Commission may acquire property within the City that it determines is blighted, unsafe, abandoned, foreclosed, or structurally damaged from a willing seller and with a purchase price of not more than Twenty-Five Thousand Dollars (\$25,000), so long as the Commission has the funds to do so; and

WHEREAS, the Department staff has identified certain properties located within River West that they believe to be blighted, unsafe, and/or abandoned and for the purchase of which they would like to negotiate, which properties and their descriptions are set forth on **Exhibit A** (the “Properties”); and

WHEREAS, the Department staff desires the Commission to declare the Properties to be blighted, unsafe, and/or abandoned and to allow the Department staff to negotiate with the owners for the purchase of the Properties by the Commission each at a price less than Twenty-Five Thousand Dollars (\$25,000).

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

1. The Commission has reviewed Exhibit A and determines and declares that the Properties as set forth thereon are blighted, unsafe, or abandoned and in need of redevelopment.
2. The Commission hereby authorizes David Relos or Andrew Netter of the City’s Department of Community Investment to negotiate with the owner of the Properties for the City’s acquisition thereof at a purchase price of less than Twenty-Five Thousand Dollars (\$25,000) each.
3. This Resolution shall be in full force and effect upon its adoption.

Signature Page Follows

ADOPTED at a meeting of the South Bend Redevelopment Commission held on November 25, 2019, at 227 West Jefferson Boulevard, Room 1308, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Quentin M. Phillips, Secretary

EXHIBIT A

Properties to Be Acquired

PARCEL I:

Lot 50 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: 626 Walnut, South Bend, IN 46628

Parcel # 018-1037-1611

PARCEL II:

Lot 7 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: 630 Euclid, South Bend, IN 46628

Parcel # 018-1037-1616

PARCEL III:

Lot 9 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: 622 Euclid, South Bend, IN 46628

Parcel # 018-1037-1618

PARCEL IV:

Lot 12 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: Vacant Lot 12 Euclid, South Bend, IN 46628

Parcel # 018-1037-1621

PARCEL V:

Lot 22 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: 508 Euclid, South Bend, IN 46628

Parcel # 018-1037-1635

AGREEMENT TO BUY AND SELL REAL ESTATE

This Agreement To Buy And Sell Real Estate (“Agreement”) is made by and between Northwood Investments LLC, of 1929 Dorwood Dr., South Bend IN 46617 (“Seller”) and the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission of 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 collective purchase price for the Property shall be Five Thousand Dollars (\$5,000.00) (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.

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").

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 may obtain, 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 may be issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company"). The Title Commitment, if issued, 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. SELLER'S 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 occur on a mutually agreeable date not later than thirty (30) days after the end of the Due Diligence Period.

B. Closing Procedure.

(1) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of a special 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 and casualty 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 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

Seller will pay all prorated real property taxes accrued as of the Closing Date to Buyer at Closing. Buyer will have no liability for any amount of real property taxes on the Property 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 Party 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 25th day of November 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 M. Phillips, Secretary

SELLER:

Northwood Investments LLC

Tim Widerquist
Managing Member

EXHIBIT A

Description of Property

PARCEL I:

Lot 50 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: 626 Walnut, South Bend, IN 46628

Parcel # 018-1037-1611

PARCEL II:

Lot 7 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: 630 Euclid, South Bend, IN 46628

Parcel # 018-1037-1616

PARCEL III:

Lot 9 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: 622 Euclid, South Bend, IN 46628

Parcel # 018-1037-1618

PARCEL IV:

Lot 12 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: Vacant Lot 12 Euclid, South Bend, IN 46628

Parcel # 018-1037-1621

PARCEL V:

Lot 22 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: 508 Euclid, South Bend, IN 46628

Parcel # 018-1037-1635

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NOS. 018-1037-1611

018-1037-1616

018-1037-1618

018-1037-1621

018-1037-1635

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that Northwood Investments LLC (the "Grantor")

CONVEYS AND SPECIALLY 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:

Lot 50 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: 626 Walnut, South Bend, IN 46628

Parcel # 018-1037-1611

PARCEL II:

Lot 7 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: 630 Euclid, South Bend, IN 46628

Parcel # 018-1037-1616

PARCEL III:

Lot 9 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: 622 Euclid, South Bend, IN 46628

Parcel # 018-1037-1618

PARCEL IV:

Lot 12 Orchard Heights 1st Addition of the Town, now South Bend, platted by the State Bank of Indiana.

Property Address: Vacant Lot 12 Euclid, South Bend, IN 46628
Parcel # 018-1037-1621

PARCEL V:

Lot 22 Orchard Heights 1st Addition of the Town, now South Bend, platted by
the State Bank of Indiana.

Property Address: 508 Euclid, South Bend, IN 46628

Parcel # 018-1037-1635

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

The Grantor hereby conveys the Property 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:

Northwood Investments LLC

Tim Widerquist, Managing Member

STATE OF INDIANA)
) SS:
_____ COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Tim Widerquist, the duly authorized Managing Member of Grantor, and acknowledged the execution of the foregoing Warranty Deed as his true act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 2019.

My Commission Expires:

Notary Public
Residing in _____ 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.



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: November 25, 2019
FROM: Tim Corcoran
SUBJECT: Budget Request (Block Concept Plan and Landscape Design Concepts)

PURPOSE OF REQUEST:
Specifics:

We are requesting \$31,120 to develop a high-level block concept plan for the area bounded by LaSalle Avenue, Main Street, Colfax Avenue and MLK Blvd. The plan will test a variety of urban design and landscape concepts to help guide future planning for the area.

INTERNAL USE ONLY: Project Code: 17J038
Total Amount new/change (inc/dec) in budget: \$1,500,000 ; broken down by:
Acct #324-1050-460-42.02 Amt: _____; Acct # _____ Amt: _____;
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Going to BPW for Contracting? Y/N Is this item ready to encumber now? _____
Existing PO# _____ Inc/Dec \$ _____