



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, April 08, 2021 – 9:30 a.m.

<https://tinyurl.com/RDC040821>

1. Roll Call

2. Election of Officers

3. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, March 25, 2021

4. Approval of Claims

- A. Claims Allowance Request 03.31.21
- B. Claims Allowance Request 04.08.21

5. Old Business

6. New Business

A. River West Development Area

- 1. Development Agreement (United Way)
- 2. Budget Request (Invanti)

B. River East Development Area

- 1. Consent to Easement (Fire Arts)

C. River East Residential Development Area

- 1. Budget Request (Howard Street Reimbursement)

D. Other

- 1. Mortgage Release (Burnoski)

E. Administrative

- 1. TIF Management Report

7. Progress Reports

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

8. Next Commission Meeting:

Thursday, April 22, 2021 9:30 am

9. Adjournment



South Bend
Redevelopment Commission
 227 West Jefferson Boulevard, Room 1308, South Bend, IN
 46601

**SOUTH BEND REDEVELOPMENT COMMISSION
 REGULAR MEETING**

March 25, 2021
 9:30 a.m.
 Presiding: Marcia Jones, President

<https://tinyurl.com/RDC032521>
 South Bend, Indiana

The meeting was called to order at 9:33 a.m.

1. ROLL CALL

Members Present:	Marcia Jones, President Don Inks, Vice-President Quentin Phillips, Secretary Troy Warner, Commissioner Eli Wax, Commissioner Leslie Wesley, Commissioner	
Members Absent:		
Legal Counsel:	Sandra Kennedy, Esq.	
Redevelopment Staff:	David Relos, RDC Staff Mary Brazinsky, Board Secretary	
Others Present:	Daniel Buckenmeyer Santiago Garces Amanda Pietsch Tim Corcoran Michael Divita Amy Paul Charlotte Brach Kyle Silveus Zach Hurst Jordan Gathers Conrad Damian Mark Peterson	DCI DCI DCI DCI DCI DCI Engineering Engineering Engineering Mayor's Office Resident WNDU

2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, March 11, 2021**

Upon a motion by Vice-President Inks, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, March 11, 2021.

3. Approval of Claims

- **Claims Submitted for March 15, March 16, and March 23, 2021**

Commissioner Warner asked if this is the last of the concrete bills for the high wall cast at Commerce Center.

Mr. Hurst replied that this is the last or second to the last of the claims. In the month we should be processing a completion affidavit through the Board of Public Works.

Commissioner Warner asked if the developer is in compliance with the agreement with the city.

Mr. Buckenmeyer states that he believes that is true. Grocery and pharmacy requirements are in place, but the city has received no details to date.

Upon a motion by Vice-President Inks, seconded by Commissioner Warner, the motion carried unanimously, the Commission approved the claims for March 15, March 16 and March 23, 2021 submitted on Thursday, March 25, 2021.

4. Old Business

5. New Business

A. River West Development Area

1. MOU (Valerie Loew)

Mr. Relos presented MOU (Valerie Loew). This is a MOU with a local artist Valerie Loew that contacted the Department of Community Investment regarding the terra cotta pieces of the Fat Daddy's building. The city was able to save the decorative pieces prior to demolition. Ms. Loew is requesting to make some molds of the pieces. She is a glass artist and is requesting to borrow the pieces returning them by the end of June 2021. Commission approval is requested.

Upon a motion by Commissioner Warner, seconded by Commissioner Wax, the motion carried with Don Inks abstaining, the Commission approved MOU (Valerie Loew) submitted on Thursday, March 25, 2021.

2. Development Agreement (Sibley Machine and Foundry Corp)

Mr. Buckenmeyer presented Development Agreement (Sibley Machine and Foundry Corp). We are asking for \$250k out of the River West TIF. Our normal agreements are backed by ROI and private investment. This agreement is unique as it integrates both direct and indirect elements of both private investment by the Sibley team and indirect impact on job creation. The project works with small business development in South Bend as the home of the Scaling Up! Scaling Up! is a result of working for 3 years to develop a technical service grant from the EDA. The EDA performed a deep dive in South Bend for supporting small business adventures. Our key participants (or makers) produce hardware, handbags, and hot sauce. Council approved 250k in the 2021 budget for programming. The program launched in February 2021 with 15 available spots with over 60 applications submitted. Our consultant picked the 15 most promising businesses. The makers will complete a 3-month educational program led by 37 Oaks out of Chicago starting tonight. At the end of the 3-month period the 250K amount will give them subsidized space where they can apply their trade and let them build the businesses. The businesses were already established but looking to expand. The Sibley building will designate 9,000 square feet, putting in works areas, bathrooms and cleaning it up. A courtyard will be available to them. Commission approval is requested.

Commissioner Wesley asked how much investment has previously put into this building and can you tell me more about 37 Oaks.

Mr. Buckenmeyer responded that this agreement is the first time we are investing in the Sibley Building. Thirty-Seven Oaks is a consulting group that focuses on education for business owners that already have a product by working further on pricing, internet sales and finance. Terrand Smith will be working with our 15 makers on furthering their knowledge on branding, distribution, and commerce. We hope to continue this movement in South Bend collaborating with Incremental Development and other resources in the future.

Commissioner Warner stated that he heard Terrand Smith speak in 2019 and she described this as an entrepreneurship university creating small businesses. This is really for small businesses looking to mass produce and scale their businesses. This helps people to become their own boss. I am glad that the Council was able to approve the budget for this project.

Commissioner Wax asked if there was a way to provide ROI at this stage.

Mr. Buckenmeyer stated it is hard to do at this point. This is not a standard agreement where we can get specific job creation based on business model. Sibley is putting six figures into the building to make it ready for these businesses.

Mr. Garces explained that when we look at this there are two areas in which we will look at return. One is if the program is successful, we expect to see job creation from these small businesses. Small businesses are the leaders in job creation in the United States. We have to estimate and evaluate during this program. Out of the 15 businesses they will add 2 to 3 employees per company.

The other source of ROI is by activating the Sibley space we will start generating rent and tax revenues to help the building become sustainable. We have been working hard at bringing buildings that have been vacant in neighborhoods. The Incremental Development model helps us to invest so the buildings become productive again. The rent dollars will help the owners to reinvest into their buildings again. We are excited to see this and evaluate the program at a later date.

Conrad Damian, Resident noted that the city has had many vacant/empty buildings. Now with buildings like Vested Interest, LangLab and the Sibley project we have all different levels of entrepreneurship. The Volls have been to neighborhood meetings engaging with local residents and small business needs. We are excited of the possibilities and the new companies.

Upon a motion by Commissioner Warner, seconded by Commissioner Wax, the motion carried the Commission unanimously approved Development Agreement (Sibley Machine and Foundry Corp) submitted on Thursday, March 25, 2021.

3. Budget Request (Lincolnway West Streetscape Olive St)

Mr. Divita presented Budget Request (Lincolnway West Streetscape Olive St). Staff requests approval of a project budget of \$2,100,000 from the River West Development Area for construction and related costs for Lincolnway West streetscape improvements at Olive Street.

As part of its implementation of the West Side Main Streets Revitalization Plan, the City of South Bend proposes to make further streetscape improvements to Lincolnway West to create an environment more inviting to commercial and residential investment. The primary project area will be the two blocks of Lincolnway West between Fremont and Elmer Streets, where paving, curbs, sidewalks, and driveway approaches will be replaced. Protected bike lanes, street trees, and decorative lighting will be added. Additionally, decorative roadway lighting will be installed on Lincolnway West between Elmer and O'Brien Streets.

The Board of Public Works will open bids on the project in May. Construction is anticipated to begin in June for completion in the fall. Commission approval is requested.

Commissioner Warner asked if the District Council has been notified.

Mr. Divita responded that yes, they have been working with him.

Upon a motion by Sectary Phillips, seconded by Commissioner Warner, the motion carried unanimously, the Commission approved Budget Request (Lincolnway West Streetscape Olive St) submitted on Thursday, March 25, 2021.

B. River East Development Area

1. Budget Request (Debt Service Reserve Budget)

Ms. Pietsch presented a Budget Request (Debt Service Reserve Budget). This request is to bring the debt service reserve compliant on the 2017 Eddy Street Commons Bond. There was an error by the Bond Counsel at closing, the DSR was not calculated correctly. This request is for \$210,000 that will go into the reserve and fill our requirements. Commission approval is requested.

Upon a motion by Commissioner Warner, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved Budget Request (Debt Service Reserve Budget) submitted on Thursday, March 25, 2021.

6. Progress Reports

A. Tax Abatement

1. Mr. Buckenmeyer noted that Council unanimously approved both a personal and real property tax abatements for Clayey's candy. They will be moving their business from where they have been since 1941 at 525 S Taylor to a new facility at Nimtz (5-acre parcel) with access at Nimtz and the tollway. It will take approximately 1 to 2 years to complete this project.
2. There are a lot of tax abatements in the works coming soon.

B. Common Council

1. Commissioner Warner thanked Mr. Buckenmeyer and the team for the work on the Clayey's tax abatement. The increased revenue is very exciting for them.
2. There are a lot of good ideas that can come out of 525 S. Taylor Street in the future.
3. Everyone is trying to build and grow. Lumber and steel prices are going through the roof and they are in need for workers and bidder for these projects. The future looks bright.
4. I encourage people to look at the 37 Oaks website as there are great testimonials.

C. Other

1. Mr. Buckenmeyer stated that the Building Department has reported YTD is out pacing the previous year and there is a lot of activity in South Bend.

7. Next Commission Meeting:

Thursday, April 8, 2021, 9:30 a.m.

8. Adjournment

Thursday, March 25, 2021, 10:24 a.m.

David Relos, Property Development Manager

Marcia Jones, President



**City of South Bend
Department of Administration & Finance
Claims Allowance Request**

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Tuesday, March 30, 2021

Pursuant to Indiana Code 36-4-8-7, I have audited and certified the attached claims and submit them for allowance in the following amounts:

GBLN-0013476	\$473,673.78
GBLN-0000000	\$0.00

Total: \$473,673.78

Daniel Parker, City Controller

The attached claims described above were allowed in the following total amount at a public meeting on the date stated below:

\$ 473,673.78

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approvalRDC Payments-3/30/21 Pymt Run
GBLN-0013476**Payment method:** CHK-Total
Voucher: RDCP-00000251
Payment date: 3/30/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000618	FORUM ARCHITECTS LLC	1812513	O'BRIEN RECREATION CENTER RENOVATION	3/30/2021	\$1,125.00	430-10-102-121-443001-- PROJ00000057	PO-0000078

Payment method: ACH-Total
Voucher: RDCP-00000252
Payment date: 3/30/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000821	INDIANA DEPT OF TRANSPORTATION	64188	Coal Line Phase I Construction	3/25/2021	\$324,740.27	324-10-102-121-444000-- PROJ00000018	PO-0008485

Payment method: CHK-Total
Voucher: RDCP-00000253
Payment date: 3/30/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000918	JONES PETRIE RAFINSKI	39274	3400 Block S Michigan Streetscape Improvements PSA	4/4/2021	\$525.00	430-10-102-121-442001-- PROJ00000216	PO-0005885

Payment method: CHK-Total
Voucher: RDCP-00000254
Payment date: 3/30/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00000982 LAWSON-FISHER ASSOCIATES 202018202210285 Olive Street Reconstruction Phase 2 3/30/2021 \$4,875.60 324-10-102-121-431002--PROJ00000059 PO-0006602

Payment method: **CHK-Total**
Voucher: **RDCP-00000255**
Payment date: **3/30/2021**

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001368	R YODER CONSTRUCTIO N INC	APP #3	O'Brien Recreation Renovation	4/4/2021	\$110,133.50	430-10-102-121-443001-- PROJ00000057	PO-0005039

Payment method: **CHK-Total**
Voucher: **RDCP-00000256**
Payment date: **3/30/2021**

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001780	VS ENGINEERING INC	429209	PROFESSIONAL SERVICE AGREEMENT-DUBAIL STREETScape	4/2/2021	\$32,274.41	324-10-102-121-442001-- PROJ00000083	PO-0000821



**City of South Bend
Department of Administration & Finance
Claims Allowance Request**

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Tuesday, April 6, 2021

Pursuant to Indiana Code 36-4-8-7, I have audited and certified the attached claims and submit them for allowance in the following amounts:

GBLN-0013775	\$205,104.32
GBLN-0013831	\$67,673.27

Total: \$272,777.59

Daniel Parker, City Controller

The attached claims described above were allowed in the following total amount at a public meeting on the date stated below:

\$ 272,777.59

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approval

RDC Payments-4/6/21 Pymt Run

GBLN-0013831

Payment method: ACH-Total
Voucher: RDCP-00000258
Payment date: 4/6/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000019	ABONMARCHE CONSULTANTS OF IN	134422	Professional Service Agreement-Lww & Olive St Node	4/1/2021	\$3,500.00	324-10-102-121-442001-- PROJ00000046	PO-0006600

Payment method: ACH-Total
Voucher: RDCP-00000259
Payment date: 4/6/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000501	EDWARD J WHITE INC	84050	Salv Army Boiler Repairs	4/9/2021	\$551.18	324-10-102-121-443001-- PROJ00000073	PO-0008276

Payment method: CHK-Total
Voucher: RDCP-00000260
Payment date: 4/6/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000918	JONES PETRIE RAFINSKI	39361	Design Services	4/9/2021	\$2,602.50	324-10-102-121-431002-- PROJ00000208	PO-0003358

Payment method: CHK-Total
Voucher: RDCP-00000261
Payment date: 4/6/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001789	WALSH & KELLY INC	Application 3	Road Improvements	3/11/2021	\$18,555.59	324-10-102-121-442001-- PROJ00000090	PO-0008533

V-00001789	WALSH & KELLY INC	Application 3	Change Order #1	3/11/2021	\$42,100.00	324-10-102-121-442001-- PROJ00000090	PO-0008533
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Payment method: CHK-Total
Voucher: RDCP-00000262
Payment date: 4/6/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001886	A&Z ENGINEERING LLC	202513	AIRPORT ANNEXATION AREA SURVEY	1/6/2021	\$364.00	324-10-102-121-431002-- PROJ00000012	PO-0000025

Expenditure approval

2021-03-29 Wire Transfer

GBLN-0013775

Payment method: Wire-Total
Voucher: RDCP-00000257
Payment date: 3/29/2021
Payment reference: DEBT SERVICE RESERVE

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	INV 3/29/21	Transfer to Fund 760 - Increase 2017 Eddy St Commons Bond Debt Service R	3/29/2021	\$205,104.32	436-10-102-121-452000--	



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 8, 2021

FROM: Brian Donoghue

SUBJECT: Development Agreement with United Way of SJC

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source* (circle one) **River West**; River East; South Side; Douglas Road; West Washington; RDC General

*Funds are subject to the City Controller's determination of availability; if funds are unavailable, as solely determined by the City Controller, then the authorization of the expenditure of such funds shall be void and of no effect.

Purpose of Request: Funding for Community Center at Dubail and Fellowes

Specifics: We are requesting approval of \$1.4 million toward local public improvements for the United Way's construction of a community center at Dubail and Fellowes Streets, which will provide childcare for local families, activities for teens, and a gathering space for others. The improvements will include the purchase of playground equipment, site preparation work, landscaping, stormwater management infrastructure, asphalt paving, and/or concrete flatwork. The United Way has raised over \$3.5 million for the remainder of the construction costs.

The United Way is completing the acquisition of the real estate on which the community center will be built; the City's parcels are expected to be donated at the April 13, 2021 meeting of the Board of Public Works, and the remaining two parcels will be donated to the United Way by 466 Works no later than May 31, 2021. Funds will not be authorized for release until all of the parcels are under the control of the United Way.

Additionally, we have allowed the United Way 36 months to complete construction of the community center; this is, in part, due to anticipated delays regarding construction materials. Consistent with our other agreements, the site plans are to be reviewed and accepted by the City Planner and all local public improvements will be overseen by City Engineering.

INTERNAL USE ONLY: Project ID: PROJ _____;

Total Amount – New Project Budget Appropriation \$ _____;

Total Amount – Existing Project Budget Change (increase or decrease) \$ _____;

Funding Limits: Engineering: \$ _____; Other Prof Serv Amt \$ _____;

Acquisition of Land/Bldg (circle one) Amt: \$ _____; Street Const Amt \$ _____;

Building Imp Amt \$ _____; Sewers Amt \$ _____; Other (specify) Amt \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of _____ April 8, 2021 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and United Way of St. Joseph County, Inc., an Indiana non-profit corporation with offices at 3517 E. Jefferson Boulevard, South Bend, Indiana 46615 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

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

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

WHEREAS, the Developer owns, or will own no later than May 31, 2021, certain real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (collectively, the “Developer Property”); and

WHEREAS, the Developer currently has private financing and desires to construct, renovate, or otherwise rehabilitate certain elements of the Developer Property (the “Project”) in accordance with the project plan (the “Project Plan”) attached hereto as **Exhibit B**; and

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

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

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

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

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

SECTION 1. DEFINITIONS.

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

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

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

1.3 Funding Amount. “Funding Amount” means an amount not to exceed One Million Four Hundred Thousand Dollars (\$1,400,000.00) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.4 Private Investment. “Private Investment” means an amount no less than Three Million Five Hundred Ninety-Two Thousand Dollars (\$3,592,000.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

SECTION 2. INTERPRETATION, TERMS, AND RECITALS.

2.1 Interpretation.

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

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

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

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

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

SECTION 3. ACCESS.

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

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

SECTION 4. DEVELOPER'S OBLIGATIONS.

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

4.2 The Project.

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

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

4.3 Cooperation. The Developer agrees to endorse and support the Commission's efforts to expedite the Local Public Improvements through any required planning, design, public bidding, construction, inspection, waiver, permitting, and related regulatory processes.

4.4 Secure Property Ownership and Obtain Necessary Easements. The Developer shall secure ownership of all of the parcels comprising the Developer Property no later than May 31, 2021 (the "Property Ownership Date"). After such ownership is secured, the Developer agrees to obtain any and all easements from any governmental entity and/or any other third parties that the Developer or the Commission deems necessary or advisable in order to complete the Local Public Improvements, and the obtaining of such easements is a condition precedent to the Commission's obligations under this Agreement.

4.5 Timeframe for Completion. Except as otherwise set forth herein, the Developer hereby agrees to complete the Project and any other obligations the Developer may have under this Agreement, other than securing the Developer Property, by the date that is thirty-six (36) months after the Effective Date of this Agreement (the "Mandatory Project Completion Date"). Notwithstanding any provision of this Agreement to the contrary, the Developer's failure to complete the Project or any other obligations the Developer may have under this Agreement, other than securing ownership of the Developer Property by the Mandatory Project Completion Date will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure. Similarly, Developer's failure to secure the Developer Property by the Property Ownership Date shall constitute a material breach of this Agreement and shall cause the Agreement to become void and of no effect without any requirement of notice of or an opportunity to cure such failure.

4.6 [Reserved.]

4.7 Reporting Obligations.

(a) The Developer shall confirm its ownership of the Developer Property in writing no later than May 31, 2021. The Commission shall not authorize the Board of Works to advertise or award bids for the Local Public Improvements until such confirmation has been received by the City's Director of Innovation or his designee.

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

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

4.8 Submission of Plans and Specifications for Project. Promptly upon completion of all plans and specifications for the Project, or changes thereto, and prior to the Commission's expenditure of the Funding Amount, the Developer shall deliver a complete set thereof to the City Planner, or his designee, who, consulting published neighborhood or other City plans for the area, may accept or not accept said plans and specifications for the Project in his or her sole discretion and may request revisions or amendments to be made to the same.

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

4.10 Specifications for Local Public Improvements. The Developer will be responsible for the preparation of all bid specifications related to the Local Public Improvements, and the Developer will pay all costs and expenses of such preparation, provided, however, that if the Commission pays any costs or expenses of such preparation, then the amount paid by the Commission will be deducted from the Funding Amount. The Developer will submit all bid specifications related to the Local Public Improvements to the City of South Bend Engineering Department (the "Engineering Department"). The Engineering Department, consulting the published standards of the Board of Works or any other published City requirements, may accept or not accept said bid specifications as written for the Project in its sole discretion and may request revisions or amendments to be made to the same. The Commission shall not be required to expend the Funding Amount unless the Engineering Department has accepted all bid specifications.

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

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

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

4.14 Other Incentives. The Developer agrees that, for its completion of the Project (as defined in the Project Plan), the Developer will not request or pursue any financial incentive or support from the City other than the Commission's commitment of the Funding Amount under this Agreement, including without limitation any tax abatement with respect to the Developer Property or any other property associated with the Project.

SECTION 5. COMMISSION'S OBLIGATIONS.

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

5.2 Completion of Local Public Improvements.

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

(b) Before any work on the Local Public Improvements will commence, (a) the Commission shall have received notice that the Developer Property has been secured pursuant to Section 4.7(a) hereof, (b) the Commission will have received satisfactory plans and specifications for the Project and approved the same in accordance with Section 4.8 of this Agreement, and (c) the Engineering Department will have received satisfactory bid specifications for the Local Public Improvements and approved the same in accordance with Section 4.10 of this Agreement.

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

(d) Notwithstanding anything contained herein to the contrary, in the event the costs associated with the Local Public Improvements are in excess of the Funding Amount, Developer, at its 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. If Developer chooses not to pay any such excess costs of the Local Public Improvements (above the Funding Amount), the Commission may reduce the scope of the Local Public Improvements to the amount which may be funded with the Funding Amount. In no event will the Commission be required to spend more than the Funding Amount in connection with the Local Public Improvements.

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

5.4 Public Announcements, Press Releases, and Marketing Materials. The Commission hereby agrees to coordinate all public announcements and press releases relating to the Project with the Developer.

SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

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

SECTION 7. DEFAULT.

7.1 Default. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. Upon the occurrence of a default under this Agreement, the non-defaulting Party may (a) terminate this Agreement, or (b) institute legal proceedings at law or in equity (including any action to compel specific performance) seeking remedies for such default. If the default is cured within thirty (30) days after the notice described in this Section 7.1, then no default shall exist and the noticing Party shall take no further action.

7.2 Reimbursement Obligation. In the event that the Developer fails (a) to complete the Project by the Mandatory Project Completion Date, or (b) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, then upon the written demand of the Commission, the Developer will repay the Commission One Hundred Fifty Percent (150%) of the portion of the Funding Amount expended by the Commission in furtherance of the Local Public Improvements as of the date of the Commission's demand.

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

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

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

(a) The Project is a private development;

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

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

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

or agent of the Developer or successors of them shall be personally liable to the Commission under this Agreement.

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

SECTION 9. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

Developer: United Way of St. Joseph County, Inc.
3517 E. Jefferson Boulevard
South Bend, IN 46615
Attn. Chief Executive Officer

With a copy to: _____

Attn: _____

Commission: South Bend Redevelopment Commission
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601
Attn: Executive Director,
Department of Community Investment

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

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

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

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

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

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

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

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

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

Signature Page Follows

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

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Quentin M. Phillips, Secretary

UNITED WAY OF ST. JOSEPH COUNTY, INC.

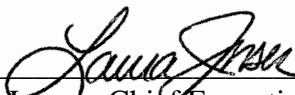
By: _____
Laura Jensen, Chief Executive Officer

EXHIBIT A

Description of Developer Property

Parcel 1:

Thirty-three (33) feet from the East end of Lot 93 and all of Lot 94 of the Bowman Place Addition.

County Tax Parcel ID: 018-7033-1277
State Parcel No.: 71-08-13-328-023.000-026

Parcel 2:

W 1/2 of Lot 93 of the Bowman Place Addition, commonly known as 405 Dubail Avenue, South Bend, IN 46613.

County Tax Parcel ID: 018-7033-1281
State Parcel No.: 71-08-13-328-022.000-026

Parcel 3:

E 1/2 of Lot 92 of the Bowman Place Addition.

County Tax Parcel ID: 018-7033-1282
State Parcel No.: 71-08-13-328-021.000-026

Parcel 4:

W 1/2 of Lot 92 of the Bowman Place Addition.

County Tax Parcel ID: 018-7033-1283
State Parcel No.: 71-08-13-328-020.000-026

EXHIBIT B

Project Plan

The Developer will construct a community center on the Property, which serves the neighborhoods by providing programming and services, including but not limited to child care, in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations.

EXHIBIT C

Description of Local Public Improvements

The Commission will complete, or cause to be completed, the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations: purchase of playground equipment, site preparation work, landscaping, stormwater management infrastructure, asphalt paving, and/or concrete flatwork.

EXHIBIT D

Form of Easement

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the _____ day of _____, 202__ (the “Effective Date”), by and between United Way of St. Joseph County, Inc., an Indiana non-profit corporation with offices at 3517 E. Jefferson Boulevard, South Bend, Indiana 46615 (the “Grantor”), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the “Grantee”).

WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the “Easement”) on, in, over, under and across the real property described in attached Exhibit 1 (the “Property”) for the construction, equipping, and delivery of certain improvements on the Property (the “Local Public Improvements”), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Development Agreement by and between Grantor and Grantee, dated _____, 2021 (the “Development Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

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

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

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

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

GRANTOR:

UNITED WAY OF ST. JOSEPH COUNTY, INC.

Printed: _____

Its: _____

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

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

WITNESS my hand and Notarial Seal this _____ day of _____, 202__.

_____, Notary Public
Residing in _____ County, IN

My Commission Expires: _____

This instrument was prepared by _____.

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. _____.

EXHIBIT 1

Description of Property

Parcel 1:

Thirty-three (33) feet from the East end of Lot 93 and all of Lot 94 of the Bowman Place Addition.

County Tax Parcel ID: 018-7033-1277
State Parcel No.: 71-08-13-328-023.000-026

Parcel 2:

W 1/2 of Lot 93 of the Bowman Place Addition, commonly known as 405 Dubail Avenue, South Bend, IN 46613.

County Tax Parcel ID: 018-7033-1281
State Parcel No.: 71-08-13-328-022.000-026

Parcel 3:

E 1/2 of Lot 92 of the Bowman Place Addition.

County Tax Parcel ID: 018-7033-1282
State Parcel No.: 71-08-13-328-021.000-026

Parcel 4:

W 1/2 of Lot 92 of the Bowman Place Addition.

County Tax Parcel ID: 018-7033-1283
State Parcel No.: 71-08-13-328-020.000-026

EXHIBIT E

Minimum Insurance Amounts

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



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 8, 2021

FROM: Santiago Garces

SUBJECT: Budget Request (Invanti LLC)

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source* (circle one) River West; River East; South Side; Douglas Road; West Washington; RDC **General**

*Funds are subject to the City Controller's determination of availability; if funds are unavailable, as solely determined by the City Controller, then the authorization of the expenditure of such funds shall be void and of no effect.

Purpose of Request: Funding for Professional Services agreement with Invanti LLC

Specifics: We are requesting \$250 thousand from the Pokagon Fund for a programmatic engagement with Invanti LLC to support the city's innovation and inclusive economic development practices over the next two years.

As part of this engagement, Invanti will provide consulting services based on human centered design and innovation practices to address complex social issues that are prioritized by the City of South Bend including but not limited to: affordable housing, education, childcare, workforce development, financial equity. Additionally, Invanti will facilitate sessions, utilizing electronic and physical templates, provide guidance, and support the efforts of the City and its partners to find innovative solutions to these problems. Finally, Invanti will support in making the research and findings of those efforts available to potential entrepreneurs and researchers that can design novel solutions for these challenges.

Background: Invanti is a South Bend-based virtual startup studio and fund that creates and invests in companies that solve problems impacting the daily lives of the majority of Americans. The focus of their program is developing ventures that reimagine financial health, small business, childcare, housing, transportation, and employment in cities like South Bend. Throughout 2020, the INVANTI team helped the City's Bloomberg-funded Commuters Trust team run an innovation process to explore issues in reliable transportation and employment, ideate solutions, and create and test a pilot plan. The pilot is a solution to help people with unreliable transportation access better identify potential issues with used cars before the point of purchase and then partner with local mechanics to incentivize proper maintenance.

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

1400S County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9371 | f 574.235.9021 | www.southbendin.gov

INTERNAL USE ONLY: Project ID: PROJ _____;

Total Amount – New Project Budget Appropriation \$ _____;

Total Amount – Existing Project Budget Change (increase or decrease) \$ _____;

Funding Limits: Engineering: \$ _____; Other Prof Serv Amt \$ _____;

Acquisition of Land/Bldg. (circle one) Amt: \$ _____; Street Const Amt \$ _____.

Building Imp Amt \$ _____; Sewers Amt \$ _____; Other (specify) Amt \$ _____.



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 6, 2021

FROM: Santiago Garces, Executive Director

SUBJECT: Consent to I&M Easement - Fire Arts, Inc. Property

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source* (circle one) River West; River East; South Side; Douglas Road; West Washington; RDC General

*Funds are subject to the City Controller's determination of availability; if funds are unavailable, as solely determined by the City Controller, then the authorization of the expenditure of such funds shall be void and of no effect.

Purpose of Request: Consent to an easement for the benefit of AEP Indiana Michigan Transmission Company, Inc. at a portion of the Fire Arts, Inc. property located at 216 Sycamore on the northernmost edge of the property line.

Specifics: We are requesting conditional approval of a consent to an easement through the parking lot of property located at 216 Sycamore. The Commission transferred the property to Fire Arts, Inc. on January 3, 2012, keeping a reversionary interest through January 3, 2037. The property will revert to the Commission if the property is no longer used as a not-for-profit fine arts studio and gallery, and no portion of the property may be transferred during the reversionary period. In order to facilitate the I&M transmission line to the hydroelectric project being constructed by the University of Notre Dame and improve the reliability of the power grid by interconnecting two substations (Muessel and Colfax), I&M requested this easement. In consultation with the City's Planning and Engineering teams, we ask that the Commission consent to an easement of no greater than 20' from the northernmost boundary of the parking area behind the structure. We are waiting for a final survey drawing from I&M reflecting the 20' easement area in order to complete the document.

INTERNAL USE ONLY: Project ID: PROJ _____;

Total Amount – New Project Budget Appropriation \$ _____;

Total Amount – Existing Project Budget Change (increase or decrease) \$ _____;

Funding Limits: Engineering: \$ _____; Other Prof Serv Amt \$ _____;

Acquisition of Land/Bldg (circle one) Amt: \$ _____; Street Const Amt \$ _____;

Building Imp Amt \$ _____; Sewers Amt \$ _____; Other (specify) Amt \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

State Parcel No. Ref.: 71-08-12-129-007.000-026

County Parcel No. Ref.: 018-5003-0048

CONSENT TO EASEMENT

This Consent to Easement (“Consent”) is entered into as of the last date set forth below, by and between:

“AEP” AEP Indiana Michigan Transmission Company, Inc.

“City” The City of South Bend, for the Use and Benefit of its Department of Redevelopment

RECITALS

- A. WHEREAS, Fire Arts, Inc. (“Fire Arts”) is the owner of real property described in a certain Corporate Warranty Deed (the “Property”), said Corporate Warranty Deed dated January 3, 2012, and recorded on January 3, 2012 as Document Number 1200104 with the St. Joseph County Recorder (the “Deed”);
- B. WHEREAS, the City has an interest in the Property pursuant to the covenants, conditions, and restrictions set forth in the Deed and a certain Purchase Agreement referenced and incorporated therein, dated August 26, 2009, and recorded on December 19, 2011 as Document Number 1133865 with the St. Joseph County Recorder (the “City’s Interest”);
- C. WHEREAS, AEP desires to acquire an easement on the Property, and AEP and the City acknowledge that Fire Arts desires to grant an easement to AEP;
- D. WHEREAS, the City desires to provide its written consent for Fire Arts to transfer and/or convey an easement to AEP.

CONSENT

The parties agree that the foregoing Recitals are material terms of this Consent and are expressly incorporated herein and further agree as follows:

1.0 **Consent**

In consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the City hereby consents to the granting to AEP by Fire Arts of an easement to encumber the Property. The location, size, and specifications of such easement is attached hereto as Exhibit "A."

2.0 **Consent to be Recorded**

AEP and the City agree that, upon execution, this Consent shall be recorded in the real property records of St. Joseph County, Indiana at AEP's sole cost and expense.

3.0 **Waiver**

The City does not waive any other rights or provide any consent to the reduction of its interest in the Property, except as expressly set forth herein.

Any remaining space on this page left intentionally blank. See next page for signatures.

CITY

Date: _____

The City of South Bend, for the Use and
Benefit of its Department of Redevelopment, by the
South Bend Redevelopment Commission

By: _____
Marcia I. Jones, President

Attest:

Quentin M. Phillips, Secretary

State of Indiana §
 §
County of St. Joseph §

This instrument was acknowledged before me on this _____ day of _____,
2021 by Marcia I. Jones, President and Quentin M. Phillips, Secretary, of The South Bend
Redevelopment Commission, as the governing body of the City of South Bend, Indiana
Department of Redevelopment, being authorized so to do.,

Notary Public
Print Name: _____
My Commission Expires: _____
I am a resident of _____ County, _____
Acting in the County of _____, _____ (State)

AEP

Date: _____

_____ AEP Indiana Michigan Transmission Company, Inc.

By: _____

Its: _____

State of _____ §

§

County of _____ §

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____, for and on behalf of AEP Indiana Michigan Transmission Company, Inc.

Notary Public

Print Name: _____

My Commission Expires: _____

I am a resident of _____ County, _____

Acting in the County of _____, _____ (State)

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Calvert S. Miller

This instrument prepared by Calvert S. Miller, CARSON LLP, 301 West Jefferson Blvd., Suite 200, Fort Wayne, IN 46802, for and on behalf of AEP Indiana Michigan Transmission Company, Inc., a unit of American Electric Power.

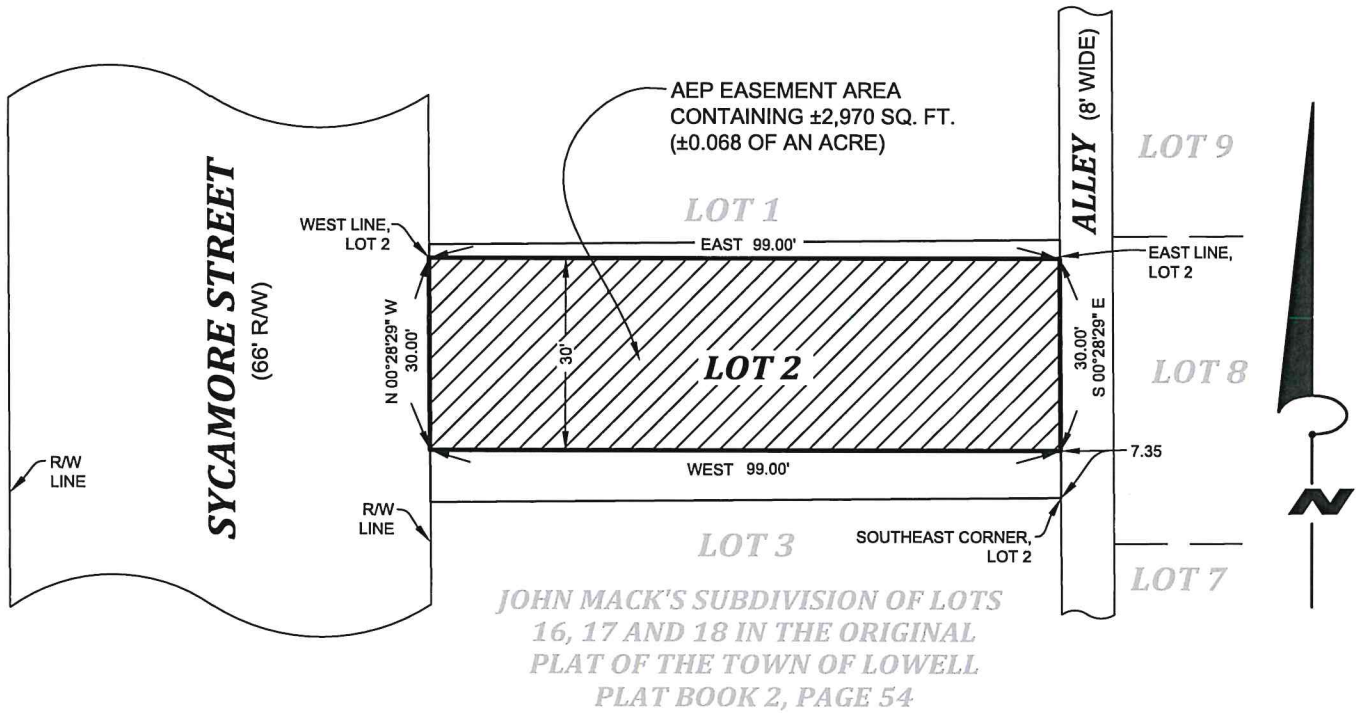
When recorded return to: American Electric Power - Transmission Right of Way, PO Box 60, Fort Wayne, IN 46801

STATE OF INDIANA
 ST. JOSEPH COUNTY
 CITY OF SOUTH BEND
 SECTION(S) 12, T 37 N, R 2 E

EXHIBIT "A"

FIRE ARTS, INC.
 DOCUMENT NO. 1200104
 STATE ID: 71-08-12-129-007.000-026
 COUNTY ID: 018-5003-0048

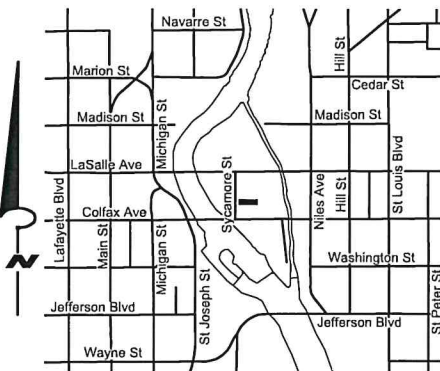
THIS IS NOT A
 BOUNDARY SURVEY.



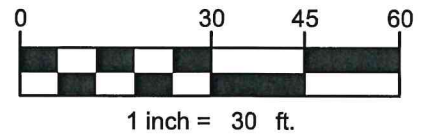
EASEMENT DESCRIPTION

THAT PART OF LOT 2, "JOHN MACK'S SUBDIVISION OF LOTS 16, 17 AND 18 IN THE ORIGINAL PLAT OF THE TOWN OF LOWELL," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN PLAT BOOK 2, PAGE 54, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 THAT IS 7.35 FEET NORTH 00° 28' 29" WEST OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST 99.00 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00° 28' 29" WEST ON SAID WEST LOT LINE 30.00 FEET; THENCE EAST 99.00 FEET TO SAID EAST LOT LINE; THENCE SOUTH 00° 28' 29" EAST ON SAID EAST LOT LINE 30.00 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET.



VICINITY MAP
 NOT TO SCALE



[Signature] 8/22/20
 BRIAN P. LIEBERG DATE
 LS-20800148

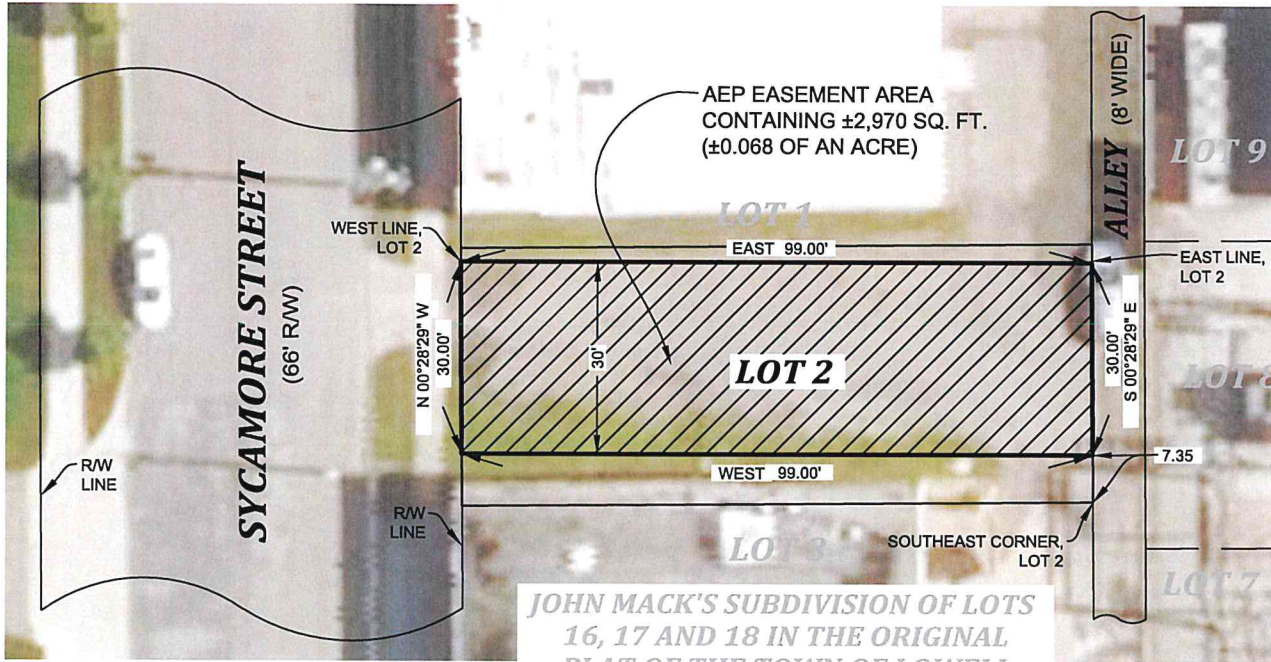
MUESSEL - COLFAX 69kV		INDIANA STATE PLANE COORDINATE SYSTEM (EAST ZONE) U.S. SURVEY FEET	
AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.		DRAWN BY: BKG	CHECKED BY:
LINE: TLN385:94179	WO: 42618915-03	SCALE: 1" = 30'	EXHIBIT "A" PREPARED BY: WIGHTMAN 2303 PIPESTONE ROAD BENTON HARBOR, MI 49022 269-927-0100
EASEMENT: 69	MAP NO:	W&A JOB#: 180272	
DATE CREATED: 01/23/2019		REVISIONS: 08/21/2020	

STATE OF INDIANA
 ST. JOSEPH COUNTY
 CITY OF SOUTH BEND
 SECTION(S) 12, T 37 N, R 2 E

EXHIBIT "A"

FIRE ARTS, INC.
 DOCUMENT NO. 1200104
 STATE ID: 71-08-12-129-007.000-026
 COUNTY ID: 018-5003-0048

THIS IS NOT A
 BOUNDARY SURVEY.



**JOHN MACK'S SUBDIVISION OF LOTS
 16, 17 AND 18 IN THE ORIGINAL
 PLAT OF THE TOWN OF LOWELL
 PLAT BOOK 2, PAGE 54**

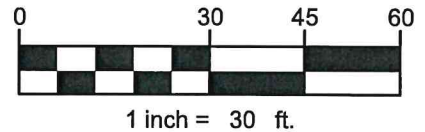
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BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET.



VICINITY MAP
 NOT TO SCALE



BRIAN P. LIEBERG
 LS-20800148
 DATE

MUESSEL - COLFAX 69kV		INDIANA STATE PLANE COORDINATE SYSTEM (EAST ZONE) U.S. SURVEY FEET	
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DATE CREATED: 01/23/2019		REVISIONS: 08/21/2020	



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 8, 2021
FROM: Amanda Pietsch
SUBJECT: RE Residential Budget Request

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source* (circle one) River West; River East; South Side; Douglas Road; West Washington; RDC General

*Funds are subject to the City Controller's determination of availability; if funds are unavailable, as solely determined by the City Controller, then the authorization of the expenditure of such funds shall be void and of no effect.

Purpose of Request:

Requesting \$673,180 from River East Residential to reimburse REDA for the previously approved project - Howard Street / Corby Street Boulevard. Since that budget request was made, we determined that the project is more appropriately funded from River East Residential as that is the TIF area this project directly serves. The original budget request is attached for your reference.

INTERNAL USE ONLY: Project ID: PROJ00000248 _____;

Total Amount – New Project Budget Appropriation \$673,180 (reimbursement);

Total Amount – Existing Project Budget Change (increase or decrease) \$ _____;

Funding Limits: Engineering: \$ _____; Other Prof Serv Amt \$ _____;

Acquisition of Land/Bldg (circle one) Amt: \$ _____; Street Const Amt \$ _____;

Building Imp Amt \$ _____; Sewers Amt \$ _____; Other (specify) Amt \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: March 11, 2021

FROM: Tim Corcoran

SUBJECT: Budget Request: Howard Street / Corby Boulevard Streetscape

APPROVED	
South Bend Redevelopment Commission	
	Pres/V-Pres
Attest: 	Sec/V-Pres
Date: 3.11.21	

PURPOSE OF REQUEST:

Specifics:

We are requesting \$673,180 from the River East TIF for the construction of new streetscape on Howard Street from Eddy Street to State Road 23 and Corby Boulevard at the intersection with South Bend Avenue.

This project is the next step of the overall Eddy Street Commons development. The goal for the project is to seamlessly connect the recently finalized phase of Eddy Street Commons with the new Trader Joes grocery store on the south side of Howard Street. To achieve this a complete streets approach was taken to promote pedestrian safety, walkability, cyclists, and vehicular traffic. The proposed plan incorporates wide shared-use sidewalks, a pedestrian island, narrowed intersections and street trees. The Corby Boulevard portion of the project will clean up the remnants of old Five Points intersection with South Bend Avenue and incorporate new sidewalks, street trees, and pedestrian crossings.

Kite Reality will be contributing \$62,410 to this project to complete elements of the streetscape associated with the new Trader Joes development. This will come as a reimbursement to the over all project budget reducing the City's portion to \$610,770. However, for budgetary purposes we are requesting funds for the entire project cost.

INTERNAL USE ONLY: Project Code:

Total Amount new/change (inc/dec) in budget: _____ ; broken down by:

Acct # _____ 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 \$ _____



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: April 8, 2021

FROM: Sandra Kennedy, Assistant City Attorney

SUBJECT: Release of Mortgage

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Funding Source* (circle one) River West; River East; South Side; Douglas Road; West Washington; RDC General

*Funds are subject to the City Controller's determination of availability; if funds are unavailable, as solely determined by the City Controller, then the authorization of the expenditure of such funds shall be void and of no effect.

Purpose of Request: Release of a mortgage for home repairs that has been fully repaid.

Specifics: We are requesting the release of a mortgage held by the Department of Redevelopment and executed in November 2001 in the original amount of \$2200 at no interest that has been fully satisfied. Mr. Richard Burnoski passed away in 2020, and the Department of Redevelopment received a notice from his estate. We filed a claim against the estate for the amount of the mortgage and received a check on April 1, 2021.

INTERNAL USE ONLY: Project ID: PROJ _____;

Total Amount – New Project Budget Appropriation \$ _____;

Total Amount – Existing Project Budget Change (increase or decrease) \$ _____;

Funding Limits: Engineering: \$ _____; Other Prof Serv Amt \$ _____;

Acquisition of Land/Bldg (circle one) Amt: \$ _____; Street Const Amt \$ _____;

Building Imp Amt \$ _____; Sewers Amt \$ _____; Other (specify) Amt \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

1400S County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9371 | f 574.235.9021 | www.southbendin.gov

MORTGAGE RELEASE

THIS CERTIFIES that a Mortgage (the "Mortgage") by Richard P. Burnoski to and in favor of City of South Bend for the use and benefit of its Department of Redevelopment ("Holder"), dated November 19, 2001 and recorded November 28, 2001 as **Instrument No. 0159634** in the Office of the Recorder of St. Joseph County, Indiana, together with any amendments, renewals, extensions, or modifications thereto, has been fully satisfied and such Mortgage is hereby FULLY RELEASED.

The South Bend Redevelopment Commission is the governing body of the City of South Bend Department of Redevelopment. The undersigned President and Secretary of the South Bend Redevelopment Commission executing this Mortgage Release on behalf of the Holder certify that they have full power and authority to execute and deliver this Mortgage Release and that all necessary action for making this Mortgage Release has been taken.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the 8th day of April 2021.

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____

Marcia I. Jones, President

ATTEST:

Quentin M. Phillips, Secretary

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Marcia I. Jones and Quentin M. Phillips, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged their voluntary execution of the foregoing Mortgage Release being authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 8th day of April 2021.

_____, Notary Public
Residing in St. Joseph County, Indiana
Commission Expires: _____

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, INDIANA
 Department of Community Investment
 Review of TIF Funds - Report to Common Council from Redevelopment Commission
 As required under IC 36-7-14-13

4/15/2021
 Page 1

<u>Items</u>	<u>River West* Fund 324</u>	<u>West Washington Fund 422</u>	<u>River East* Fund 429</u>	<u>South Side #1 Fund 430</u>	<u>Douglas Road Fund 435</u>	<u>River East Residential* Fund 436</u>	<u>Total</u>
Revenue received in 2020 (all sources)	22,045,151	246,422	3,059,362	3,171,100	1,154	5,324,035	33,847,224
Expenses paid in 2020 (less D/S)	13,854,544	152,721	5,501,295	217,025	96,143	0	19,821,727
Amount paid on debt service in 2020	10,165,573	0	0	0	0	4,358,953	14,524,526
Encumbrances @ 12/31/2020	4,145,155	250,822	2,382,187	664,940	16,108	0	7,459,212
Cash Balance as of December 31, 2020	29,039,261	1,127,293	5,864,278	12,586,134	93,140	4,678,334	53,388,440
Outstanding Debt @ 12/31/2020	61,809,617	0	0	0	0	51,289,519	113,099,136
Maturity Dates and Principal Amounts of Outstanding Debt:							
AEDA 2003 (refinanced 2011) - 8/1/2024	DS-006	3,905,000.00					
Police & Fire Bond 2003 (refi 2012) - 1/15/2023	DS-039	3,670,000.00					
TJX Bond - 12/31/2021 (refinanced 2014)	DS-012	470,000.00					
Main/Colfax Garage - 9/15/2025	DS-013	875,207.00					
Public Works Service Building - 2/1/2021	DS-036	289,410.00					
Century Center 2008 (refinanced 2013) - 5/1/2026**	DS-062	1,920,000.00					
Downtown 2003 (refinanced 2011) - 8/1/2024	DS-005	6,855,000.00					
Smart Streets Bond of 2015 - 1/15/2037	DS-135	21,630,000.00					
TIF Parks Bond of 2018 - 2/1/2033	DS-169	10,255,000.00					
South Shore Double Tracking Bonds	DS-200	7,715,000.00					
2020 TIF Library Bonds	DS-210	4,225,000.00					
Eddy Street Commons Bond - 2/1/2033	DS-054					24,530,000.00	
Major Moves (ESC) - 2/15/2026***	DS-085					1,040,537.17	
Major Moves (Triangle) - 2/15/2029***	DS-084					938,982.27	
Eddy Street Commons Bond, Phase II - 2/15/2037	DS-163					24,780,000.00	

Also attached are lists of all parcels in each TIF district allocation area--showing the base and increment amounts by parcel.

**Debt is backed by Hotel/Motel Taxes which are paid to Fund 324 each year. Fund 324 then pays debt.

***Interfund debt, not shown in State's Gateway.

CITY OF SOUTH BEND, INDIANA
 Department of Community Investment
 Review of TIF Funds - Report to Common Council from Redevelopment Commission
 As required under IC36-7-14-13

4/15/2021
 Page 2

<u>Expenditures by Account Category</u>	<u>River West* Fund 324</u>	<u>West Washington Fund 422</u>	<u>River East* Fund 429</u>	<u>South Side #1 Fund 430</u>	<u>Douglas Road Fund 435</u>	<u>River East Residential* Fund 436</u>	<u>Total</u>
Services & Charges - Professional Services (31)	1,082,199.71	54.53	82,783.76	140,498.35	96,142.50	-	1,401,678.85
Services & Charges - Communication & Transportation (32)	-	-	-	-	-	-	-
Services & Charges - Printing & Advertising (33)	-	-	-	-	-	-	-
Services & Charges - Insurance (34)	-	-	-	-	-	-	-
Services & Charges - Utility Services (35)	-	-	-	-	-	-	-
Services & Charges - Repairs & Maintenance (36)	-	-	-	-	-	-	-
Services & Charges - Rentals (37) (except for Capital Lease pymts--show under D/S)	500,000.00	-	-	-	-	-	500,000.00
Services & Charges - Other (39)	119,952.92	-	-	-	-	-	119,952.92
Capital - Land (acquisition)	-	-	-	-	-	-	-
Capital - Buildings (acquisition plus improvements)	6,276,473.62	78,413.72	4,643,676.00	23,471.51	-	-	11,022,034.85
Capital - Improvements other than Building	2,040,558.33	-	340,083.92	44,496.50	-	-	2,425,138.75
Capital - Machinery, Equipment & Vehicles	-	-	-	-	-	-	-
Capital - Other	-	-	-	-	-	-	-
Capital - Infrastructure (42.03 Street & Alleys & 42.04 Sewers)	3,835,359.27	74,252.25	434,751.11	8,558.75	-	-	4,352,921.38
Capital - Construction	-	-	-	-	-	-	-
Capital - Books & Other Media	-	-	-	-	-	-	-
Interfund Transfer	-	-	-	-	-	-	-
Debt Service - Tax Anticipation Warrants - Principal	-	-	-	-	-	-	-
Debt Service - Tax Anticipation Warrants - Interest	-	-	-	-	-	-	-
Debt Service - Bonds & Other Debt - Principal (incl. bond pymts via interfund transfer)	7,276,850.00	-	-	-	-	2,019,383.00	9,296,233.00
Debt Service - Bonds & Other Debt - Interest (incl. bond fees & pymts via interfund transfer)	2,888,722.70	-	-	-	-	2,339,570.00	5,228,292.70
Total	24,020,116.55	152,720.50	5,501,294.79	217,025.11	96,142.50	4,358,953.00	34,346,252.45

Grants given to entities as reported in State's Gateway:

<u>Entity Name (Project, if different)</u>	<u>Project #</u>	<u>Description</u>	<u>2020 Expended Amount</u>	<u>2020 Budget</u>	<u>Comments</u>	<u>Area</u>
Bald Mountain LLC	PROJ00000007	Building Imp.	-	120,324		RW
Block and Landscape Concept Plans - Jon Hunt Plaza	PROJ00000120	Engineering	31,120	31,120		RW
Catalyst III / Press Ganey	PROJ00000010	Building Imp.	810,149	925,000		RW
Gemini Permanent Supportive Housing - South Bend Heritage Foundation	PROJ00000035	Building Imp.	894,562	1,000,000		RW
Greenleaf Holdco LLC	PROJ000000211	Building Imp.	-	508,672		RW
Liberty Tower Exterior	PROJ000000044	Building Imp.	87,478	167,085		RW
South Bend Chocolate (Chocolate Factory Sewer)	PROJ000000012	Engineering	609,848	823,207		RW
Wells Fargo Parking Garage	PROJ000000092	Building Imp.	451,398	451,398		RW
Vested Interest	PROJ000000088	Building Imp.	108,039	122,586		RW
315/319 W. Jefferson	PROJ000000004	Building Imp.	116,472	116,472		RW
Commerce Center	PROJ000000019	Building Imp.	4,643,676	4,999,923		RE
Wharf Development	PROJ000000087	Building Imp.	432,660	443,055		RE
Kizer Mansion - 803 W. Washington	PROJ000000041	Building Imp.	-	218,800		WW
Washington/Colfax Apartments - South Bend Heritage Foundation	PROJ000000036	Building Imp.	78,414	152,323		WW

CITY OF SOUTH BEND, INDIANA
Department of Community Investment
Review of TIF Funds - Report to Common Council from Redevelopment Commission
As required under IC36-7-14-13

4/15/2021

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Current Members @ 12/31/20

Marcia I. Jones
Donald E. Inks
Quentin Phillips
Troy Warner
Jake Teshka
Leslie Wesley

Title

President
Vice President
Secretary
Member
Member
Member-School Board Appointee

Employees

Redevelopment Commission uses staff from the Department of Community Investment as budgeted under Council approved Fund 211. Commission does not have separate employees.