



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, April 28, 2022 – 9:30 a.m.

BPW Conference Room 13th Floor or <https://tinyurl.com/RDC42822>

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, April 14, 2022

3. Approval of Claims

- A. Claims Allowance Request 04.12.22
- B. Claims Allowance Request 04.26.22

4. Old Business

5. New Business

- A. River East Development Area
 - 1. Cost Sharing Agreement (ND)
 - 2. Wall Repair City of South Bend License
- B. RDC General Fund
 - 1. Budget Request (Commuters Trust)
 - 2. Budget Request (Refugee Support)
- C. River West Development Area
 - 1. Second Amendment to License Agreement (M&M Promotions)
- D. West Washington Chapin Development Area
 - 1. Resolution No. 3550 (Accepting the Transfer of Property from BPW 2 lots Walnut & Chestnut)

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, May 12, 2022, 9:30 am



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

**SOUTH BEND REDEVELOPMENT COMMISSION
 REGULAR MEETING**

April 14, 2022 – 9:00 am

<https://tinyurl.com/RDC41422> or BPW Conference Room 13th Floor

Presiding: Marcia Jones, President

The meeting was called to order at 9:30 a.m.

1. ROLL CALL

Members Present:	Marcia Jones, President – In Person Troy Warner, Secretary – In Person Vivian Sallie, Commissioner – In Person	
Members Absent:	Don Inks, Vice-President Eli Wax, Commissioner Leslie Wesley, Commissioner	
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell-Weiss, Esq. Jenna Throw	
Redevelopment Staff:	Mary Brazinsky, Board Secretary	
Others Present:	Santiago Garces Caleb Bauer Joseph Molnar Laura Althoff Chris Dressel Michael Davita Leslie Biek Charlotte Brach Gregg Clae y	DCI - IP DCI - IP DCI - V DCI - V DCI - V DCI - V DCI - V Engineering – V Engineering – V Claey's Candy

2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, March 24, 2022**

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, March 24, 2022.

3. Approval of Claims

Claims Allowance Request 03.22.22

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved the Claims Allowance Request 03.22.22 on Thursday, April 14, 2022.

4. Old Business

5. New Business

A. River East Development Area

1. **Resolution No. 3548 (Expansion Declaratory)**

Mr. Dressel presented Resolution No. 3548 (Expansion Declaratory). This Declaratory Resolution begins the process of amending the Development Plan for River East Development Area. Mr. Dressel gave a PowerPoint Presentation to the Commission. By amending this plan to realign the boundary, the Commission will be able to strategically focus its resources on current priorities. Key aspects of the expansion area include – current/future student housing areas east of University of Notre Dame campus and additional segments of the Edison Road and Ironwood Drive commercial corridors. Proposed Schedule dates on this project are: 4/14/22: Redevelopment Commission Declaratory Resolution: 4/18/22: South Bend Plan Commission Resolution to review for alignment with the City's development plan and adopt an approving order: 4/25/22: Common Council – Resolution approving Area Plan's Order and the Commission's Declaratory Resolution: 5/2/22: Upon approval by Area Plan Commission and Common Council, notices will be mailed and published for a public hearing at the Commission's 5/26/22 meeting: 5/17 and 5/19/22: Community meetings inviting property owners to learn about the process and upcoming hearing: 5/26/22: Redevelopment Commission – Confirming Resolution presented for consideration. We are taking a longer view of this area for businesses expanding. We will be adding eighty-eight parcels to this area. For the public hearing portion of RDC, we will have the meeting in Council Chambers in anticipation of a larger crowd.

Mr. Garces states that the main driver of this Resolution is to capture some of the increase of revenue of an additional TIF area. We hope with the funding we can capture more funding to help the future neighborhood plan.

Commissioner Sallie asked where the hearing will be held/open to the public to attend.

South Bend Redevelopment Commission Regular Meeting – April 14, 2022

Mr. Dressel states that the location has not been chosen yet.

Secretary Warner asked if we have done an analysis on how much revenue will be captured.

Mr. Garces asked if we had the Umbaugh results of analysis of the fiscal impact.

Mr. Dressel states they are still working on it and will forward the results when they are available.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved Resolution No. 3548 (Expansion Declaratory) submitted on Thursday, April 14, 2022.

B. River West Development Area

1. Development Agreement (Claey's Candy)

Caleb Bauer Presented Development Agreement (Claey's Candy). Today we are presenting to you three agreements for Claey's Candy including a development agreement, memorandum of option and an option to purchase agreement. As you know Claey's has been a staple to the community for many years and has been operating off Taylor Street for decades. They are close to completing their expansion on Nimtz parkway. This new development involves an \$8.1M expansion for the company. To support their move in this development agreement, we are requesting \$93,824 from TIF to assist in the gas utility line. This also includes the memorandum of option and option to purchase agreement and parking lot to the east (attached). This would be less \$550K less the \$93k option price. The parking lot is currently being utilized for SB Cubs games. This will help with future expansion of the stadium. The Department of Community Investment does not have a future use of the building in mind.

Gregg Claey appreciates the city's help especially on Nimtz Parkway which is almost complete. We do not have Nipsco gas yet. When the building is up and running, we look forward to inviting all the Commission out for a tour.

Secretary Warner asked if the 12 month is the time of the agreement with an option to purchase.

Mr. Bauer answered yes.

Mr. Garces states that construction time is a bit messed up, but we are invested to helping the business grow and stay in South Bend.

Secretary Warner asked if anyone is looking at the building.

Mr. Garces states not currently. The parking lot is essential to the stadium. The building is a beautiful historic spot, but we will keep that under RDC control until future notice.

South Bend Redevelopment Commission Regular Meeting – April 14, 2022

Commissioner Sallie asked if the city would oversee maintaining the building.

Mr. Garces states that yes. It is a good building. Claeys will be covering remediation.

Mr. Bauer states that Claeys will continue some operation there while transitioning to their new location.

Mr. Claeys states that their new equipment has been delayed a few months, but it may take longer getting to South Bend. He does not see the building being vacated until sometime next year.

Secretary Warner states that Claeys is one of the over 100-year-old businesses in South Bend.

Mr. Claeys responded that it started in 1941 but it all started in his grandfather's garage. They have moved many times to improved locations.

Upon a motion by Commissioner Sallie, seconded by Secretary Warner, the motion carried unanimously, the Commission approved Development Agreement (Claeys Candy) submitted on Thursday, April 14, 2022.

2. **Memorandum of Option (Claeys Candy).**

Caleb Bauer presented Memorandum of Option (Claeys Candy). This item was captured in the above text.

Upon a motion by Commissioner Sallie, seconded by Secretary Warner, the motion carried unanimously, the Commission approved Memorandum of Option (Claeys Candy). submitted on Thursday, April 14, 2022.

3. **Option to Purchase Agreement (Claeys Candy)**

Caleb Bauer Presented Option to Purchase Agreement (Claeys Candy). This item was captured in the above text.

Upon a motion by Commissioner Sallie, seconded by Secretary Warner, the motion carried unanimously, the Commission approved Option to Purchase Agreement (Claeys Candy) submitted on Thursday, April 14, 2022.

6. **Progress Reports**

A. Tax Abatement

B. Common Council

C. Other

1. Caleb Bauer noted that he looks forward to working with the Commission as Santi Garces moves on.
2. Santi Garces states it has been a difficult year, but he believes the future is bright for the city.

South Bend Redevelopment Commission Regular Meeting – April 14, 2022

7. Next Commission Meeting:

Thursday, April 28, 2022

8. Adjournment

Thursday, April 14, 2022, 9:58 a.m.

Troy Warner, Secretary

Marcia I 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, April 12, 2022

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-0034821	\$164,379.86
GBLN-0034637	\$197,500.00
GBLN-0000000	\$0.00
Total:	<u>\$361,879.86</u>

 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:

\$ 361,879.86

By: _____
 South Bend Redevelopment Commission
 Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approvalRDC Payments-4/12/22 Pymt Run
GBLN-0034821**Payment method:** ACH-Total
Voucher: RDCP-00005615
Payment date: 4/12/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000821	INDIANA DEPT OF TRANSPORTATI ON	70421	Ph 2 Construction- 20%	4/21/2022	\$131,056.04	324-10-102-121-442001-- PROJ00000059	PO-0015217

Payment method: CHK-Total
Voucher: RDCP-00005616
Payment date: 4/12/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000982	LAWSON- FISHER ASSOCIATES	202109002220159	Coal Line Trail - Construction Inspection Services	3/2/2022	\$23,941.84	324-10-102-121-444000-- PROJ00000018	PO-0008430

Payment method: CHK-Total
Voucher: RDCP-00005617
Payment date: 4/12/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001212	NORFOLK SOUTHERN RAILWAY COMPANY	92499123	RR Review	4/7/2022	\$1,627.71	324-10-102-121-442001-- PROJ00000059	PO-0004360
V-00001212	NORFOLK SOUTHERN RAILWAY COMPANY	92499123	Amendment #1	4/7/2022	\$7,754.27	324-10-102-121-442001-- PROJ00000059	PO-0004360

Expenditure approval

2022-04-14 Debt Service Wire Payment - RDC

GBLN-0034637

Payment method: Wire-Total
Voucher: RDCP-00005415
Payment date: 4/14/2022
Payment reference: DS0062

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	22279	2013 Century Center Special Tax Bonds - Transfer to Fund 752	4/15/2022	\$197,500.00	324-10-102-121-452000- DS0062-	



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

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Tuesday, April 26, 2022

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-0035217	\$66,493.57
GBLN-0035670	\$15,400.00
GBLN-0000000	\$0.00
Total:	<u>\$81,893.57</u>

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: \$ 81,893.57

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approvalRDC Payments-4/19/22 Pymt Run
GBLN-0035217**Payment method:** CHK-Total
Voucher: RDCP-00005815
Payment date: 4/19/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000191	BARNES & THORNBURG LLP	2595288	Legal Services Barnes & Thornburg - South Well Field	4/28/2022	\$2,351.00	430-10-102-121-431001-- PROJ00000082	PO-0015761

Payment method: CHK-Total
Voucher: RDCP-00005816
Payment date: 4/19/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000283	C&S MASONRY RESTORATION	APP #1	Ward Bakery Exterior Improvements	4/29/2022	\$48,640.00	324-10-102-121-443001-- PROJ00000293	PO-0014206

Payment method: ACH-Total
Voucher: RDCP-00005817
Payment date: 4/19/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00005109	Electric Housing LLC	1033	Training / Small Business Dev Pokagon	4/25/2022	\$1,750.00	433-10-102-123-439300--	PO-0011034

Payment method: CHK-Total
Voucher: RDCP-00005818
Payment date: 4/19/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00006767	Rich & Associates, Inc	7257	East Bank Parking Study	4/23/2022	\$13,752.57	429-10-102-121-431002-- PROJ00000305	PO-0012284

Expenditure approvalRDC Payments-4/26/22 Pymt Run
GBLN-0035670

Payment method: ACH-Total
Voucher: RDCP-00006015
Payment date: 4/26/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000019	ABONMARCHE CONSULTANTS OF IN	139823	Design Services	4/30/2022	\$12,400.00	429-10-102-121-431002-- PROJ00000167	PO-0005886

Payment method: ACH-Total
Voucher: RDCP-00006016
Payment date: 4/26/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00006617	RATIO Architects, LLC	2106200032446	Design Study	4/30/2022	\$3,000.00	324-10-102-121-431002-- PROJ00000303	PO-0011922

COST SHARING AGREEMENT

The University of Notre Dame du Lac (“University”) and the City of South Bend, Indiana (the “City”), a municipal corporation, acting by and through its Redevelopment Commission, governing body of the Department of Redevelopment (the “RDC”) enter into this Cost Sharing Agreement (“Agreement”), effective as of the last date executed by one of the parties.

WHEREAS, the City owns a certain waterway infrastructure located in the City of South Bend, Indiana, about and across the St. Joseph River (“Dam Facility”) located at Seitz Park (the “Park”) and adjacent to the manmade canal commonly known as the East Race Waterway (the “East Race,” and collectively with the Dam Facility and the Park, the “City Property”); and

WHEREAS, title to the Park is held by the RDC; and

WHEREAS, the City and University have worked collaboratively on the development of a hydroelectric power generation facility located underneath Seitz Park near the Dam Facility and East Race (the “Facility Project”), including entering into a Ground Lease (the “Lease”); and

WHEREAS, as a part of the Lease terms, the University agreed to assist the City with regard to the upkeep and maintenance of the Dam Facility; and

WHEREAS, the City has determined the need to repair the retaining wall on the eastern edge of Seitz Park which abuts the East Race of the St Joseph River and is associated with the Dam Facility (the “Repair Project”); and

WHEREAS, the University and City wish to establish the terms and conditions, rights and responsibilities as between themselves regarding the Project.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. To facilitate completion of the Repair Project in the most time efficient and cost effective manner, a contractor performing work for the University on the Facility Project (the “Contractor”) will perform the work for the Repair Project through a change order in the agreement between the University and Contractor.
2. The City will reimburse the University for fifty percent (50%) of all costs incurred by and paid for by the University relating to the Repair Project. The current estimate of the overall costs of the Repair Project are Three Hundred and Seven Thousand Dollars (\$307,000).
3. Contemporaneously with this Agreement, the parties will execute an Occupancy and Use License Agreement allowing Contractor access to Seitz Park for the purpose of completing

the Repair Project.

4. After Contractor completes the Repair Project, the City will inspect and accept the work performed pursuant to the Repair Project.
5. After Contractor completes the Repair Project, the City will assume all liability relating to the Repair Project.
6. The parties agree to indemnify, defend and hold harmless each other, their respective agents, servants, employees, contractors, affiliates and representatives from any and all liability, loss, expense, damage, judgment or settlement which they or any of them may suffer, sustain or incur as a result of any claims, demands, costs, actions, causes of actions, damages or judgments including, without limitation, reasonable attorneys' fees, asserted against or incurred by or on behalf of the other and arising out of or resulting from the breach of their obligations under this Agreement. Notwithstanding the foregoing or anything in this Agreement to the contrary, the City does not waive any governmental immunity or liability limitations available to it under Indiana law. The obligations of this section shall survive any termination of this Agreement.
7. All written notifications required or necessitated by this Agreement must be sent via certified mail or overnight carrier to the addresses designated below:

The University:

Associate Vice President, State and Local Public Affairs
University of Notre Dame
405 Main Building
Notre Dame, Indiana 46556

With a copy to:

Office of General Counsel
University of Notre Dame
204 Main Building
Notre Dame, Indiana 46556

The City:

City of South Bend Redevelopment Commission
1400 County-City Building
227 West Jefferson Boulevard
South Bend, Indiana 46601

and

Corporation Counsel
1200 County-City Building
227 West Jefferson Boulevard
South Bend, Indiana 46601

8. This Agreement may be modified only by the written mutual consent of the authorized representative of the parties. This Agreement shall be construed and governed according to the laws of the State of Indiana, and any disputes arising hereunder that cannot be resolved amicably as set forth herein shall be resolved exclusively in the State or Federal Courts seated in St. Joseph County, Indiana. The parties 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 all parties. The obligations of this section shall survive any termination of this Agreement. Each party represents and certifies that the undersigned person executing and delivering this Agreement on its behalf 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. This Agreement embodies the entire agreement and understanding between the parties with respect to its subject matter and supersedes all prior agreements and understandings, written and oral, between the parties related to that subject matter. Time is of the essence in the performance of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

**CITY OF SOUTH BEND, INDIANA
REDEVELOPMENT COMMISSION**

Marcia I. Jones, President

ATTEST:

Troy Warner, Secretary

UNIVERSITY OF NOTRE DAME DU LAC

By: _____

Name: _____

Its: _____

OCCUPANCY AND USE LICENSE AGREEMENT

This Occupancy and Use License Agreement (hereinafter the “Agreement”) is made and entered this 28 day of April, 2022(the “Effective Date”), by and between the City of South Bend, Indiana (the “City”), a municipal corporation, acting by and through its Redevelopment Commission, governing body of the Department of Redevelopment (the “RDC”), and the University of Notre Dame du Lac, an Indiana non-profit corporation, (the “University”), each a party and collectively the parties, upon the following terms and conditions:

Recitals

WHEREAS, the City owns a certain waterway infrastructure located in the City of South Bend, Indiana, about and across the St. Joseph River (“Dam Facility”) located at Seitz Park (the “Park”) and adjacent to the manmade canal commonly known as the East Race Waterway (the “East Race,” and collectively with the Dam Facility and the Park, the “City Property”); and

WHEREAS, title to the Park is held by the RDC; and

WHEREAS, the City and University have worked collaboratively on the development of a hydroelectric facility at the Park near the Dam Facility and East Race (the “Project”), including entering into a Ground Lease (the “Lease”), specifying the obligations of the City and the University; and

WHEREAS, during the course of construction of the Project, the City discovered that the retaining wall along the East Race requires repair immediately adjacent to the Project work, as more specifically detailed and depicted on Exhibit A of this Agreement; and

WHEREAS, in accordance with the terms of the Lease, the City desires to incorporate the repairs (the “Repair Work”) into the scope of the Project and the University and its contractor for the Project (“Contractor”) require access to the City Property to effectuate the repairs; and

WHEREAS the City agrees to grant the University and Contractor, as well as Contractor’s affiliates and sub-contractors, the right to enter upon the City Property to conduct the Repair Work in accordance with and subject to the terms, conditions and limitations of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, and obligations contained herein, and other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Incorporation of Recitals.* The foregoing recitals are hereby incorporated into this Agreement in their entirety.
2. *Grant of License.* The City hereby grants to University and Contractor a temporary and non-exclusive personal privilege and permission to enter upon City Property for Contractor to perform the Repair Work.

3. *Term.* This Agreement and the license granted to the parties hereunder shall commence as of the Effective Date and shall continue until completion of the Repair Work by the Contractor.
4. *No Interest in Land.* University understands, acknowledges and agrees that this Agreement does not create an interest or estate in University's or Contractor's favor in the City Property. The City retains legal possession of the full boundaries of the City Property and this Agreement merely grants to University and Contractor the personal privilege to occupy and use the City Property as described above throughout the term of this Agreement.
5. *Compliance with Law.* University and Contractor shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the activities contemplated under this Agreement. University agrees and warrants that it, or Contractor, has procured or shall procure any licenses, permits or like permission required by law, if any, to conduct or engage in the Agreement activity, that University, or Contractor, will procure all additional licenses, permits or like permission hereinafter required by law during the term of this Agreement, and that University will keep the same in full force and effect during the term of this Agreement. University shall perform under this Agreement in accordance with all applicable legal requirements.
6. *Indemnification.* The parties agree to indemnify, defend and hold harmless each other, their respective agents, servants, employees, contractors, affiliates and representatives from any and all liability, loss, expense, damage, judgment or settlement which they or any of them may suffer, sustain or incur as a result of any claims, demands, costs, actions, causes of actions, damages or judgments including, without limitation, reasonable attorneys' fees, asserted against or incurred by or on behalf of the other and arising out of or resulting from the breach of their obligations under this Agreement. Notwithstanding the foregoing or anything in this Agreement to the contrary, the City does not waive any governmental immunity or liability limitations available to it under Indiana law. The obligations of this section shall survive any termination of this Agreement.
7. *Breach and Limitation on Damages.* If any party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach.
8. *Notices.* Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

To the City:

City Engineer
1300 S. County-City Building,
227 W. Jefferson Blvd., 13th Floor,
South Bend, IN 46601

With a copy to:

Corporation Counsel
1200 S. County-City Building
227 W. Jefferson Blvd.
South Bend, IN 46601

To the University:

Associate Vice President, State and Local
Public Affairs
University of Notre Dame
405 Main Building
Notre Dame, Indiana 46556

With a copy to:

Office of General Counsel
University of Notre Dame
204 Main Building
Notre Dame, Indiana 46556

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following mailing. Notices personally delivered shall be deemed to have been given upon delivery.

9. *No Joint Venture or Partnership.* This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties hereto.
10. *No Personal Liability.* No official, director, officer, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.
11. *Joint and Collective Work Product.* This Agreement is and shall be deemed and construed to be a joint and collective work product of the City and University, and as such, this Agreement shall not be construed against any other party as the otherwise purported drafter of the same by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.
12. *Severability.* The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.
13. *Governing Law.* This Agreement shall be subject to and governed by the laws of the State of Indiana. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in the courts of applicable jurisdiction within St. Joseph County, Indiana.

14. *References in Agreement.* All references in this Agreement to the singular shall include the plural where applicable, and all reference to the masculine shall include the feminine and vice versa. If either reference shall be declared invalid, such decision shall not affect the validity of any remaining portion that shall remain in full force and effect.
15. *Multiple Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. *Paragraph Headings.* Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
17. *Binding Agreement on Parties.* This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns.
18. *Assignment.* This Agreement and the obligations herein may not be assigned without the express written consent of each of the parties hereto. The License granted herein is personal to University. Any attempt to assign this License will automatically terminate the license privileges granted to University hereunder.
19. *Entire Agreement.* This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
20. *Modification.* This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by the parties hereto. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in or writing herein or in a duly authorized and executed amendment hereof.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, each of the parties hereto has caused this Occupancy and Use License Agreement to be executed by its duly authorized representative as of the day and year first above written.

CITY OF SOUTH BEND, INDIANA
REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Troy Warner, Secretary

UNIVERSITY OF NOTRE DAME DU LAC

By: _____

Name: _____

Its: _____

EXHIBIT A



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 4/28/2022

FROM: Caleb Bauer, Deputy Director of Community Investment

SUBJECT: Commuters Trust

_____ 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: Disbursement of funds for programmatic support for Commuters Trust

Specifics: Requesting \$200K from Redevelopment Commission-controlled Pokagon fund

The Mayor's Challenge was a competition organized by Bloomberg Philanthropies that called on cities to identify bold solutions that address the toughest problems facing cities. South Bend was selected out of over 300 cities as one of 35 "Champion Cities" and spent 6 months piloting different solutions to overcome transportation as a barrier to stable employment. In September 2019, the city launched the next phase of the program under the name Commuters Trust after being selected as one of nine winners of the Mayors Challenge. The Commuters Trust team works directly with transportation vendors across multiple modes, local employers, and community organizations to provide innovative solutions for individuals facing transportation insecurity. In 2021, the program provided over 10,000 free and discounted rides to low-income residents in the South Bend region.

In the next phase of the program, the Commuters Trust team will work with local partners MACOG and the St Joseph County United Way to further develop two core aspects of the program. The United Way will continue to partner to deliver the Community Nonprofit Partner Program (11 Community Partners, 150 participants) and has committed to working to integrate CNPP into their annual funding cycle. MACOG will work closely with the Commuters Trust team as they continue to promote vanpool as an aspect of the employer-partnered program. The recent comprehensive analysis of the region's transportation systems (South Bend + Elkhart) pointed to the difficulties of repeatedly adjusting fixed bus routes to accommodate new business development. At current levels of employer density and long commutes for many South Bend residents (Elkhart, Goshen, Middlebury) more flexible solutions like ride-share and vanpool need to be included (and can qualify for funding) as part of a comprehensive transit approach.

Request includes funding for program support staffing and direct costs (bus passes, Uber/Lyft, vanpool)

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 4/28/2022
FROM: Caleb Bauer, Deputy Director of Community Invest
SUBJECT: Refugee Support Services

_____ 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: Disbursement of funds for the support of recently resettled immigrants in partnership with La Casa de Amistad

Specifics: Requesting \$50K from Redevelopment Commission-controlled Pokagon fund

This request for funds aims to extend support to immigrants recently resettled in South Bend. Since December, more than 60 Afghan refugees have been resettled in the city. With the recent events in Ukraine and other ongoing crises around the world, refugee resettlement agencies anticipate approximately 50 or more new arrivals by the Fall.

The funds requested will supplement the costs of translation and interpretation services for legal work and health care, including mental health care. The funds will also supplement transportation services while immigrants work towards attaining driver's licenses. They will also cover the administrative costs of these services.

We request \$50,000 to be utilized from the Redevelopment Commission-controlled Pokagon fund to support these services through La Casa de Amistad.

La Casa will administer the funds and provide or subcontract out legal, translation and interpretation, and transportation services for the affected population.

INTERNAL USE ONLY: Project ID: PROJ _____;

Total Amount – New Project Budget Appropriation _____;

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



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 4/28/22
FROM: Joseph Molnar, DCI Property Manager
SUBJECT: Temporary Use Agreement (400 W Sample St)

_____ Pres/V-Pres
ATTEST: _____ Secretary
Date: _____
 APPROVED Not Approved
SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST:

Specifics:

The Department of Community Investment is asking for the Board of Public Works to approve the temporary use agreement with M&M Promotions, LLC. for use of 400 West Sample South Bend, IN 46601.

The LLC had originally planned to hold a concert in Ignition Park on September 18, 2021, and then altered the agreement to hold the event on May 14, 2022. The LLC has again requested a date change to October 8, 2022. This date change has resulted in the necessity to use different lots in Ignition Park than was originally intended. These changes require a Second Amendment to the Use Agreement. Besides the date and location change, all other aspects of the original Agreement are in place. The use agreement would commence on 10/1/2022 and conclude on 10/15/2022.

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

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

SECOND AMENDMENT TO LICENSE AGREEMENT FOR USE

This Second Amendment to License Agreement For Use (this “Second Amendment”) is dated April 28, 2022 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”), and M & M Promotions, LLC (the “Company”) (each a “Party” and collectively the “Parties”).

RECITALS

A. The Commission and the Company entered into a License Agreement For Use dated January 18, 2021, as the same was amended by a First Amendment to the Agreement, dated August 12, 2021 (together, the “Agreement”), with regard to the Property; and

B. The Company desired temporary access to portions of the Commission Property during a ticketed public event occurring on May 14, 2022 (the “Event”),

C. The Parties now wish to amend the Agreement to change the date of the event and the location.

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

1. Recital A of the Agreement shall be deleted in its entirety and replaced with the following:

The Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the “City”), commonly known as 400 West Sample St., South Bend, IN 46601, as further described on Exhibit A (the “Commission Property”).

2. Recital B of the Agreement shall be deleted in its entirety and replaced with the following:

The Licensee desires temporary access to portions of the Commission Property during a ticketed public event occurring on October 8, 2022 (the “Event”).

3. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

Term and Termination. The Licensee’s license to use the Property shall be effective at 12:00 a.m. on October 1, 2022 and shall terminate at 11:59 p.m. on October 15, 2022 (the “Term”).

4. Exhibit A Property Description shall be deleted in its entirety and replaced with the Exhibit A attached hereto.

5. Exhibit B Property Map shall be deleted in its entirety and replaced with the Exhibit B attached hereto.

6. Exhibit C Event Layout Map shall be deleted in its entirety.

7. Unless expressly modified by this Second Amendment, the terms and provisions of the Agreement remain in full force and effect.

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

9. Approval of the date change and the location change of the Event is subject to approval by the Special Event on Public Property Committee.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to License Agreement for Temporary Parking to be effective as of the Effective Date stated above.

M&M PROMOTIONS, LLC.

SOUTH BEND REDEVELOPMENT COMMISSION

Doug Michael, Partner

Marcia I. Jones, President

Steve Mihaljevic, Partner

ATTEST:

Troy Warner, Secretary

EXHIBIT A

Property Description

Tax Key No. 018-8021-0849

State Parcel ID: 71-08-14-276-002.000-026

Legal Description: Lot 5 Ignitions Park Major Sub Sec 2 15/16 NP#4562 07-01-2014

Commonly Known As: 400 West Sample St., South Bend, IN 46601

Tax Key No. 018-8021-084906

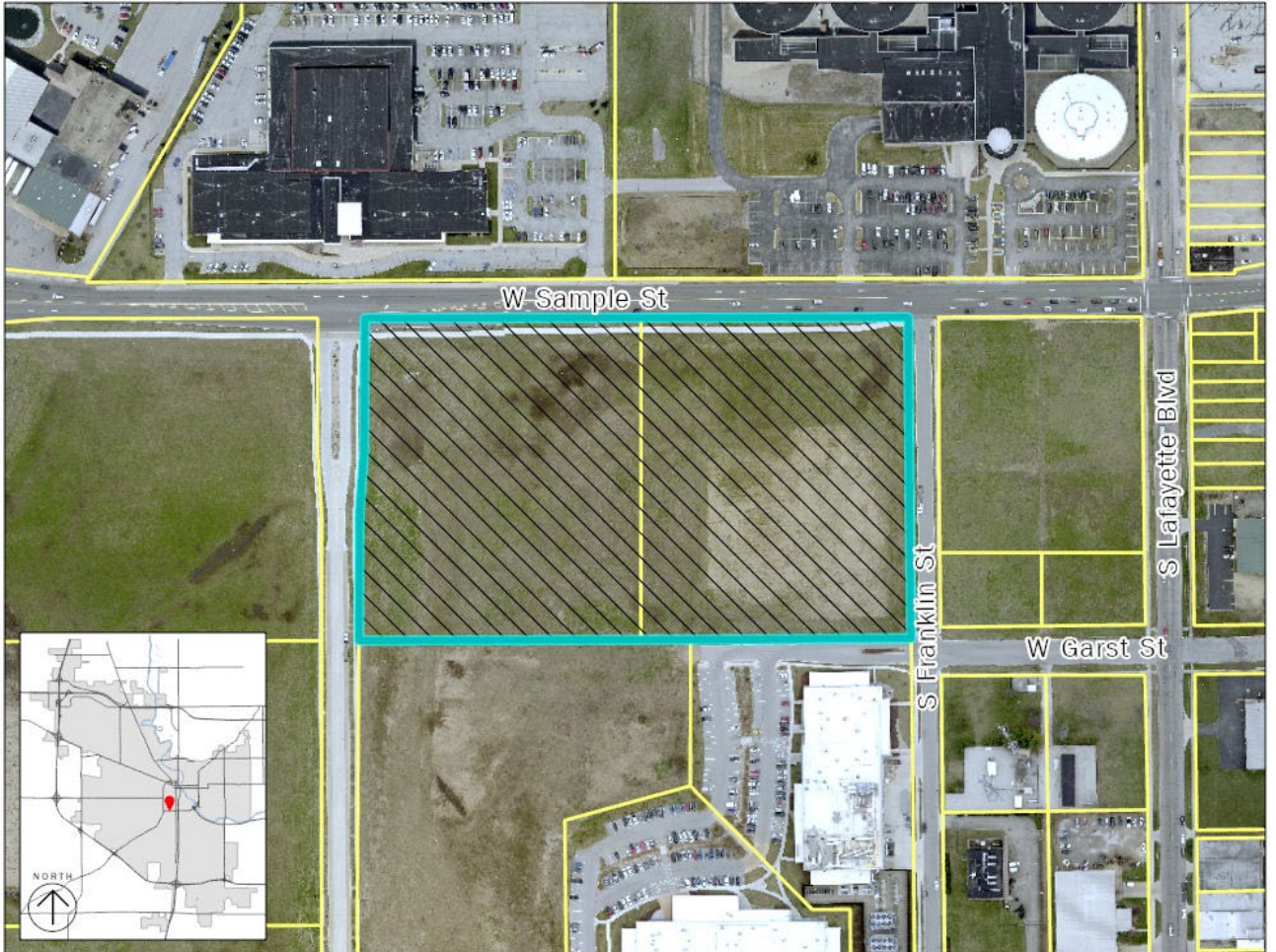
State Parcel ID: 71-08-14-226-001.000-026

Legal Description: Lot 6 Ignitions Park Major Sub Sec 2 15/16 NP#4562 07-01-2014

Commonly Known As: 400 West Sample St., South Bend, IN 46601

EXHIBIT B

Property Map





CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 4/28/22
FROM: Joseph Molnar, DCI Property Manager
SUBJECT: Matching Resolution Accepting the Transfer of

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

The Department of Community Investment is asking for the Redevelopment Commission to approve the resolution, accepting the transfer of 2 lots along Walnut St. and Chestnut St. from the Board of Public Works.

The Board of the Public Works acquired these properties several years ago. With increased interest in redevelopment of property within this area of the West Washington Chapin Development area, the Department of Community Investment feels that it is within the best interest of the City to transfer the property to the Redevelopment Commission for eventual disposition.

INTERNAL USE ONLY: Project Code: _____;
Total Amount new/change (inc/dec) in budget: _____; Break down:

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

RESOLUTION NO. 3550

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM
THE SOUTH BEND BOARD OF PUBLIC WORKS**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”) is the governing body of the City of South Bend, Indiana (the “City”), Department of Redevelopment and exists and operates pursuant to Indiana Code Section 36-7-14 (the “Act”); and

WHEREAS, the South Bend Board of Public Works (the “Board”) exists and operates pursuant to Indiana Code Section 36-4-9-5, holds real property owned by the City pursuant to Indiana Code Section 36-9-6-3, and is authorized to transfer such property to another governmental entity pursuant to Indiana Code Section 36-1-11-8; and

WHEREAS, the Board owns two (2) parcels of real property in the West Washington Chapin Development Area of the City along Walnut Street and Chestnut Street, which are more particularly described on Exhibit A (together, the "Property"); and

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

WHEREAS, the Commission desires to obtain title to the Property to encourage the redevelopment of the property and for any other purpose authorized by the Act; and

WHEREAS, the Board approved the conveyance of the Property pursuant to its Resolution 21-2022 at its regular meeting held on April 26, 2022.

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

1. The Commission hereby accepts the conveyance of the Property from the Board pursuant to I.C. 36-1-11-8 in the form of a quit claim deed substantially similar to the document attached hereto as Exhibit B, conveying all of the Board’s right, title, and interest in the Property to the Commission.

2. The Commission authorizes Andrew Netter or Joseph Molnar of the City’s Department of Community Investment to act on behalf of the Commission in presenting the deed for recordation in the Office of the Recorder of St. Joseph County, Indiana and executing any other document necessary to affect the Commission’s acceptance of the Property.

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

ADOPTED at a meeting of the South Bend Redevelopment Commission held on April 28, 2022.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Troy Warner, Secretary

EXHIBIT A
Legal Description

Parcel No. 71-08-11-155-014.000-026

Tax ID: 018-3076-305301

Legal Description: 6 X 20FT SW COR LOT 34 KNOBLOCKS SUB OF BOL 84

Commonly Known As: Vacant Lot 34 Walnut St., South Bend, IN 46601

Parcel No. 71-08-11-155-010.000-026

Tax ID: 018-3076-3059

Legal Description: LOT 45 KNOBLOCKS SUB BOL 84 N OF RR

Commonly Known As: Vacant Lot 45 Chestnut St., South Bend, IN 46601

EXHIBIT B

Form of Quit Claim Deed

RESOLUTION NO. 21-2022

A RESOLUTION OF THE CITY OF SOUTH BEND, INDIANA, BOARD OF PUBLIC WORKS AUTHORIZING THE TRANSFER OF REAL PROPERTY TO THE CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

WHEREAS, the City of South Bend, Indiana, Board of Public Works (the "Board") exists pursuant to Indiana Code Section 36-4-9-5, holds real property owned by the City of South Bend, Indiana (the "City") pursuant to Indiana Code Section 36-9-6-3, and is authorized to transfer such property to another governmental entity pursuant to Indiana Code Section 36-1-11-8; and

WHEREAS, the South Bend Redevelopment Commission, the governing body of the City of South Bend, Indiana, Department of Redevelopment (the "Commission"), exists and operates pursuant to Indiana Code Section 36-7-14 (the "Act"); and

WHEREAS, the Board owns two (2) parcels of real property in the City, one (1) on Walnut Street, and one (1) on Chestnut Street, both more particularly described on Exhibit A (the "Property"); and

WHEREAS, the Board desires to convey the Property to the Commission pursuant to Ind. Code 36-1-11-8 for the purpose of making the Property available for re-use and redevelopment in accordance with the Commission's purposes and powers under the Act; and

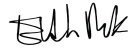
WHEREAS, it is anticipated that the Commission will adopt a resolution accepting the Board's conveyance of the Property to the Commission and appointing a representative to accept and record the deed received from the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SOUTH BEND, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

1. The Board hereby approves the conveyance of the Property to the Commission in accordance with Indiana Code Section 36-1-11-8.
2. The President and Clerk of the Board are authorized and instructed to execute and attest, respectively, a quit claim deed in substantially the form attached hereto as Exhibit B, conveying all of the Board's right, title, and interest in the Property to the Commission.
3. The Board authorizes Joseph Molnar or Andrew Netter of the City's Department of Community Investment to present for recordation in the Office of the Recorder of St. Joseph County, Indiana, the deed conveying the Property to the Commission, as well as to execute any other document necessary to affect the Board's conveyance to the Commission.
4. This Resolution will be in full force and effect upon its adoption by the Board.

ADOPTED at a meeting of the City of South Bend, Indiana, Board of Public Works held on April 26, 2022, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Jordan V. Gathers, Member



Murray L. Miller, Member



Attest: Theresa M. Heffner, Clerk

Date: April 26, 2022

EXHIBIT A
Legal Description

Parcel No. 71-08-11-155-014.000-026

Tax ID: 018-3076-305301

Legal Description: 6 X 20FT SW COR LOT 34 KNOBLOCKS SUB OF BOL 84

Commonly Known As: Vacant Lot 34 Walnut St., South Bend, IN 46601

Parcel No. 71-08-11-155-010.000-026

Tax ID: 018-3076-3059

Legal Description: LOT 45 KNOBLOCKS SUB BOL 84 N OF RR

Commonly Known As: Vacant Lot 45 Chestnut St., South Bend, IN 46601

EXHIBIT B

Form of Quit Claim Deed

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

AUDITOR'S RECORD:
TRANSFER NO. _____
TAXING UNIT: _____
DATE: _____
PARCEL NO. 018-3076-305301
018-3076-3059

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH THAT the Civil City of South Bend, Indiana, acting by and through its Board of Public Works (the "Grantor") CONVEYS AND QUIT CLAIMS TO the Department of Redevelopment of the City of South Bend, for the use and benefit of its Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (the "Grantee"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the real estate located in St. Joseph County, Indiana:

Parcel No. 71-08-11-155-014.000-026

Tax ID: 018-3076-305301

Legal Description: 6 X 20FT SW COR LOT 34 KNOBLOCKS SUB OF BOL 84

Commonly Known As: Vacant Lot 34 Walnut St., South Bend, IN 46601

Parcel No. 71-08-11-155-010.000-026

Tax ID: 018-3076-3059

Legal Description: LOT 45 KNOBLOCKS SUB BOL 84 N OF RR

Commonly Known As: Vacant Lot 45 Chestnut St., South Bend, IN 46601

Grantor hereby conveys the Property subject to all covenants, restrictions, easements, and other matters of record.

The undersigned persons executing this Quit Claim Deed on behalf of the Grantor represent and certify that each has been fully empowered and authorized to execute this Quit Claim Deed and that all action necessary to complete this conveyance on Grantor's behalf has been duly taken.

[Signature page follows.]

Dated this 26th day of April 2022.

GRANTOR:

Civil City of South Bend, Indiana,
acting by and through its
Board of Public Works

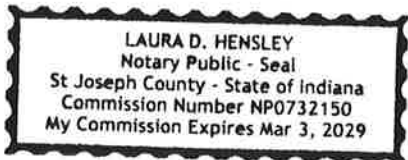
By: *Elizabeth Maradik*
Elizabeth Maradik, President

ATTEST: *Theresa Heffner*
Theresa Heffner, Clerk

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

Before me, the undersigned, a Notary Public for and in said County and State this 26th day of April, 2022, personally appeared Elizabeth Maradik and Theresa Heffner, known to me to be, respectively, as the President and Clerk of the City of South Bend, Indiana, Board of Public Works, the Grantor named herein, and acknowledged the execution of the foregoing Quit Claim Deed, being authorized by Resolution 21-2022 of the City of South Bend, Indiana, Board of Public Works so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Laura D. Hensley
Laura D. Hensley, Notary Public
Resident of St. Joseph County, Indiana
Commission expires: March 3, 2029

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

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

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date	04/19/2022		
Name	Andrew Netter	Department	DCI
BPW Date	04/26/2022	Phone Extension	5931

Review and Approval Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name	_____
BPW Attorney	<input type="checkbox"/>	Attorney Name	Clara McDaniels
Dept. Attorney	<input checked="" type="checkbox"/>	Attorney Name	Sandra Kennedy
Purchasing	<input type="checkbox"/>		_____

Check the Appropriate Item Type – Required for All Submissions

<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Other:		<input type="checkbox"/> Ease./Encroach

Required Information

Company or Vendor Name	Redevelopment Commission of South Bend		
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing		
	<input checked="" type="checkbox"/> No		
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	Completed E-Verify Form Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	Transfer of Two Vacant Lots to Redevelopment Commission		
Project Number	_____		
Funding Source	_____		
Account No.	_____		
Amount	_____		
Terms of Contract	_____		
Purpose/Description	Request to transfer two vacant lots to the Redevelopment Commission. One lot is on Chestnut St. and the other is on Walnut St. It is the intention to put both properties through the RDC disposition process.		

For Change Orders Only

Amount of	<input type="checkbox"/>	Increase	\$ _____	
	<input type="checkbox"/>	Decrease	(\$ _____)	
Previous Amount			\$ _____	
		Increase	_____ %	
Current Percent of Change:		Decrease	(_____ %)	
New Amount			\$ _____	
		Increase	_____ %	
Total Percent of Change:		Decrease	(_____ %)	
Time Extension Amount:			_____	
New Completion Date:			_____	