



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, October 27, 2022 – 9:30 a.m.

[http://tiny.cc/\\_RDC](http://tiny.cc/_RDC) or BPW Conference Room 13<sup>th</sup> Floor

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### 1. Roll Call

### 2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, October 13, 2022

### 3. Approval of Claims

- A. Claims Allowance Request 10.18.22
- B. Claims Allowance Request 10.25.22

### 4. Old Business

### 5. New Business

- A. River West Development Area
  - 1. Resolution No. 3560 (Property Transfer Salvation Army Building)
- B. River East Development Area
  - 1. Change Order (Seitz Park Phase I)
  - 2. Assignment and Assumption Firehouse #9
- C. Other
  - 1. TIF Presentation

### 6. Progress Reports

- A. Tax Abatement
- B. Common Council
- C. Other
  - 1. RFP Information

### 7. Next Commission Meeting:

Thursday, November 10, 2022, 9:30 am



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

**SOUTH BEND REDEVELOPMENT COMMISSION  
 RE-SCHEDULED REGULAR MEETING**

October 13, 2022 – 9:30 am

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

Presiding: Marcia Jones, President

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

**1. ROLL CALL**

Members Present:	Marcia Jones, President – IP Troy Warner, Secretary – IP Eli Wax – Commissioner - IP Vivian Sallie, Commissioner – IP Leslie Wesley, Commissioner - V	IP = In Person V = Virtual
Members Absent:	Donald Inks, Vice-President	
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell-Weiss, Esq.	
Redevelopment Staff:	Mary Brazinsky, Board Secretary Joseph Molnar, RDC Staff	
Others Present:	Caleb Bauer Erik Glavich Jitin Kain Leslie Biek Charlotte Brach Kara Boyles Alyson Herzig Michael Divita Michael Serposs Joe McGuire Mark Tarner Shawn Peterson Jordan Smith Matt Barrett Dominique Granger Angela M. Smith	DCI - IP DCI – IP Public Works – IP Engineering – IP Engineering – IP Engineering - IP SB Chamber - V DCI – V MarMain – V Greenleaf Co. – IP SBCC – V SBCC – V Gannett – V Resident – IP Resident – V DCI - V

## 2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, September 28, 2022**

Upon a motion by Commissioner Sallie, seconded by Secretary Warner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, September 28, 2022.

## 3. Approval of Claims

- **Claims Submitted for September 20, September 27, and October 11, 2022**

Upon a motion by Secretary Warner, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved the claims for September 20, September 27, and October 11, 2022, submitted on Thursday, October 13, 2022.

## 4. Old Business

## 5. New Business

### A. River West Development Area

#### 1. Development Agreement (MarMain)

Mr. Glavich Presented a Development Agreement (MarMain). MarMain is the apartment building next to Beacon Medical Health Center at the corner of North Main and Marion. This agreement is asking for \$550k in funding from the commission. The developer has committed to \$4.5M in private investment with the completion date of December 31, 2024. The developer will be remodeling the building. They have signed a MOU for 15 years with South Bend Housing Authority to ensure 40% of the units (48) will be dedicated to qualified section 8 housing voucher holders. Commission approval is requested.

St. Clair development and Michael Serpos for MarMain joined to present to the commission. These will be basic apartments of 136 units that have fallen into bad conditions. They are looking to bring affordable housing back to South Bend. They are 50 units into the building at this point and plan to complete the remodel within the next year. We are asking commission funding to help with the roof. This will help protect interior investment.

Secretary Warner asked what work is being done to the building. Are the units being gutted and remodeled?

MarMain developers noted areas of remodel will include the elevators, roof, remodeling of the apartments going all the way down to the studs. They are trying to preserve a lot of the older character of the building mixing it with new. Some of the units will have granite countertops and more premium flooring and tiled bathrooms. Due to budget and supplies we have shifted more towards

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rehabilitating what is there but keeping as much of the quality and character from the historic building as possible. We must be budget conscientious to fit within the framework of affordable housing.

Secretary Warner asked for the estimate on roof repair.

MarMain answered that the range of replacement estimates were different as some specs involved decking, some structural and some overlay. The bids were from \$200k to \$400k.

Mr. Bauer noted that we did have an architect look at the roof and we now estimate the repair to be \$550k. Patchwork and overlay have been done to keep the building dry to date.

MarMain noted that the building is dry for now. There have not been any leases since they took ownership. It will be a matter of time as the roof needs to be replaced. At this point we are keeping it from having active water issues including water stains on the apartment ceilings.

Commissioner Sallie asked who qualifies potential residents for section 8 housing.

MarMain stated that the Housing Authority performs the check based on their qualifications. They perform a preoccupancy inspection. They have welcomed both the city and the Housing Authority as well as other inspectors to come through the building at any time without notice.

Matt Barrett, a resident, said that he applauds the low-income housing. He is curious as to the missing Exhibit E form.

Mr. Bauer stated this is the new reporting form that will be the new standard in all development agreements moving forward.

MarMain notes that they brought this page into the meeting today.

Mr. Glavich noted that staff will work with the developer to ensure that they are answering the questions correctly and complying with the requirements of the development agreement.

Mr. Barrett, a resident, applauds the development of the form.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved the Development Agreement (MarMain) submitted on Thursday, October 13, 2022.

### **2. Second Amendment to Development Agreement (Greenleaf Co.)**

Mr. Glavich Presented the Second Amendment to Development Agreement (Greenleaf Co.). This is for the greenhouse located at west Calvert Street. The second amendment will increase the level of support from \$500k to \$657k. This will also increase the developer's commitment substantially from \$15.5M to \$25M.

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The completion date is in one year. Green Leaf Co. is entering into Phase II which is building a second greenhouse. The funds will be to purchase AEP assets. This will help them to ensure lower rates. Joe McGuire from Greenleaf Co. is here to answer your questions. Commission approval is requested.

Mr. Bauer noted that the developer has completed Phase I of the greenhouse. We are working through the process of utilizing the existing funds for site work.

Joe McGuire, Greenleaf Co. 3820 W Calvert Street is located across the street from the ethanol plant. The business is about a year and a half old, and they continue to build the business every day with a lot of success growing plants 365 days a year and providing fresh produce to this community and beyond.

Mr. McGuire states that the US market has gone crazy on the west coast with iceberg lettuce for \$50 per box. It has been like that for about a month and will probably continue. This is a sign that there are a lot of inefficiencies in the marketplace. That is why we are doing this here to grow lettuce with technology locally in a more sustainable matter rather than running trucks coast to coast. They are thankful for the city's support. Mr. McGuire thinks that eventually all the greenhouse companies could come to this area and continue to grow crops. There are some fantastic new technologies coming that are cutting edge. In the future Mr. McGuire believes that they can run the facility without gas or electricity. That is their goal to be fully sustainable. The greenhouse gets hit with the sunlight and energy gets created. They would like to capture the energy storage and reuse it. They are working with Purdue and a group out of Holland on this project.

Commissioner Wax asked what the new funds will be used for.

Mr. McGuire stated the original portion was for landscaping and paving. This will be to add the electrical piece where they can be a primary customer of AEP, which will allow for better rates.

Mr. Glavich state that this is will be for four poles, transformers, cables, and a switch that will all need to be installed. Also, for the additional hardware needed to service the second greenhouse.

Mr. Barrett, a resident, questioned the terms of the original agreement and accountability.

Mr. McGuire states what they have not filed them, but he states that they have exceeded the original number of 30 with 45. He notes that he will get together with staff and have the reports filed.

Mr. Bauer notes for the Commissioners that this amendment is part of securing the new rate and supporting Phase I agreement. We may be back to the Commission for protentional electric upgrades.

Secretary Warner states that he has been to the facility, and it is just incredible. It's helping to make South Bend a kind of garden hub in the Midwest. It is exciting. Great facility and the lettuce last a very long time.

Upon a motion by Secretary Warner, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved the Second Amendment to Development Agreement (Greenleaf Co.) submitted on Thursday, October 13, 2022.

**3. Termination and Release of Deed Covenants (SBCC Development Corp)**

Mr. Bauer Presented the Termination and Release of Deed Covenants (SBCC Development Corp). The broad scope of this project and the three agenda items entail is the construction of the Indiana Dinosaur Museum in South Bend Chocolate facility at the intersection of US 20 and 31 on the west side of the city. Most of you are familiar with Mark Tarner and his work on several of his projects such as the restaurant at Howard Park, South Bend Chocolate Café downtown as well as the factory on Sample Street. This project includes the expansion and relocation of chocolate production for the South Bend Chocolate Company. Mr. Tarner has spent several years with archeological digs in Montana to develop an extensive collection of dinosaur fossils. The city believes this development can unlock additional investments through broader trails and a potential hotel development.

The project scope is a total private investment of \$25.4M to include an 18,300 square foot Indiana Dinosaur Museum, an 1,840 square foot Chocolate Museum and a 50,000 square foot South Bend Chocolate Company Factory. There would be a restaurant component in an existing building on the site and a retail component, also an adaptive reuse of an existing building. Additionally, this would begin the build-out of the Continental Divide Trail which is approximately 90 acres. There are a lot of plans from the developer for interaction exhibits throughout the site and trails.

Starting with the termination release of deed covenants, the Redevelopment Commission did sell this property to the developer, and they've requested that we terminate and release the covenants that would help them finalize private financing for the project. The commitments that were made in the deed covenants would still be commitments as part of the existing development agreement. We are waiving them as deed covenants at the request of their financial institution.

We have utilized this format in a previous arrangement in the Studebaker 84 building. The Commission utilized a bond issuance to fund the loan. What staff proposes would not involve bond issuance. This would use existing river west TIF revenues to forgive the loan at the project completion date and a certificate of completion will be issued. If the date of June 30, 2024, is not met, the payments would begin on the loan after that date. If the commission approves the resolution, it designates the department of Community Investment with the authority to finalize the loan. The loan agreement is included, and it is substantially completed. The only piece that may change is the payment processing portion.

Then they would move to the Economic Development Commission and the South Bend Common Council, which both would need to approve. Lastly staff is proposing a straightforward amendment to the existing development agreement which extends the completion date from December 31, 2023, to June 30, 2024, which is the same date in the draft loan agreement. Mr. Tarner and Shawn Petersen are here to share a little bit about the project. Commission approval is requested.

Mark Tarner, SBCC introduced himself to the commission and noted that he has known most of them all his life. Mr. Tarner states the future of the county is on the northwestern edge and with what Pure Green is doing on the west side for the first time in a century. He noted that some of the commission knows how he remodeled the Chocolate Café downtown and he believes he can see where the market is going, and he takes risks. This project began five years ago, and he wants to create a national attraction out of his brand with an Indiana Dinosaur Museum. Mr. Tarner states that he has a lot of energy and enjoys working. He has been digging up dinosaurs for the past twenty-two years as a hobby and has what he believes to be the largest private collection in the country. Some of his friends have developed dinosaur museums and are helping him to bring together and create a national attraction.

The intersection of US 20 and 31 has a growing intersection of approximately 13M people that go past it every year. A lot of visitors are going to Michigan for vacation. Mr. Tarner wants to capture those visitors and the outside money. This site also has the Continental Divide. When he bought the property, the properties had a junkyard and dilapidated buildings on the site. Those have been torn down (two will be reused). He plans on creating a park and a national attraction with the dinosaur museum, the chocolate factory, and the Continental Divide trail. The approach is that he is selling South Bend. He branded the community, so if you go to California and go into a grocery store chain, you will see South Bend in South Bend Chocolate. He believes there is a chance to build a national attraction. This project is estimated at \$20M and he is asking for commission support.

Mr. Bauer notes a comparable attraction where George Eccles, Dinosaur Museum in Utah is averaging 175,000 visitors annually. Rocky Mountain, Dinosaur Resource Center in Woodland Park, Colorado has approximately 77,000 visitors annually. A similar attraction, not dinosaur related, is Fair Oaks Farm in Rensselaer had approximately 500,000 visitors in pre-pandemic years. We think Marks numbers are conservative. The Regional Development Authority unfortunately did not select this project in 2022. Members of the Regional Development Authority did express interest in the project. If there is a future funding of ready grants, we are led to believe that it may be brought to the state legislature this year; that's a great opportunity to build out in the surrounding area, the trail network, and a lot of broader pieces. Building out this focal point can get other projects moving forward and unlock potential investments in the area.

Secretary Warner states that he looked at the hey google dinosaur museum to see what else is out there. How will this one compare to the one in Ogden.

Mr. Tarner states part of the dinosaur museum is an institutional and academic concept that he wants to bring to life. He plans on having live animals. You'll be able to see bones 65 million years old from a tortoise and you'll also be able to hold one in your hands. The area will include an outdoor dig area to pull up fossils.

Commissioner Wax inquired about the minimum agreement of investment; this says that the borrower anticipates investment and FTE's.

Mr. Bauer states this is an approximation number, but we believe that could be larger than 144 full-time employees and the investment commitment will be met. If the commission desires, we will work with the developer to amend and make a specific requirement. This process for the loan follows the Economic Development Commission process for the issuance of a loan that requires a general statement of benefits in an anticipated approach of number of jobs. This is not replacing what is in the development agreement as to actual commitments to fulfill, just a perspective.

Mr. Bauer notes that the Indiana Dinosaur Museum is a not-for-profit corporation. It will be a tenant on the South Bend Chocolate Company owned property. The property is still owned by the profit corporation and will be leased by the non-profit. That is what is proposed to the commission when TIF funds are appropriated. Those funds are then taken before the Board of Public Works for the public bid process. The difficulty on a project like this is that some pieces are not ideal to take through the public procurement process. The Indiana legislature created the economic development loan process for the developer to submit to the city or a third party. We are proposing to the city for specific expenses that we could pay directly out of.

Shawn Petersen, Ice Miller notes that a defined bond can include a note, so a full bond is not issued. The reason why you issue those bonds is because the Redevelopment Commission didn't have cash on hand to fund it so a developer would effectively via a bond or sell to the marketplace. Over the course of years, the TIF would repay that bond. That is not the need here because there is cash on hand. We do go through the same process. It is more of a documentation, more costly and requires a one-day loan from a bank. We are simplifying the approach. This is a more efficient way to use an existing process.

Mr. Tarner explains during COVID Mr. Bauer, Mayor Muller had met with him, and he thought the project was a candidate for Ready funding. That would have replaced this. Due to inflation, cost for dinosaur reproductions had to be purchased in the United States instead of China. Mayor Muller and I talked about funding the building. That is why we have a shortfall and really the not-for-profit side of the dinosaur museum. Some of the exhibits Mr. Tarner is putting down payments on a lot of stuff because it takes time for exhibits to be made.



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Mr. Tarner stated that he has put money into different parts of this project. Since only one person in the world makes the product, he can't bid on it. This makes the process complicated and expensive. In the long run, they just decided to make it happen and that is why he is before the commission today.

Mr. Molnar confirmed that the commitment of private investment shall be no less than \$7M and shall maintain 54 full-time positions and create 70 new.

Mr. Bauer notes that the 144 noted in the loan agreement would be new, not retained jobs. New on top of the existing retained.

Commissioner Wax clarified that the previous development agreement was \$1.4M and this is \$2.7M and there may be an additional agreement with the trail.

Mr. Bauer states there may be additional investment. We hope from the Regional Development Authority that would typically require a local public match. In this case, our investment would already qualify as a local public match. The hope is that the Ready Funds would be utilized for a broader build out of a trail system.

Commissioner Wax notes if the Ready funds don't come then it'll be right back to here. The two previous projects we talked about today are closer to 10% and much less than 3%. I think that is a lot more than we are spending on other projects. What is the motivation of the city to spend more on this project?

Mr. Bauer states from a city perspective a tourism attraction of this scale is not something that we have had in the city for a number and the number of potentials of overnight stays that could be generated by this facility. We are optimistic it could represent \$10M annually in tourism revenue for local hotels for the hotel/motel tax board. The loan agreement calls out \$15.4M private investment. We are optimistic if the museum can open that there will be additional private investment not requiring support from the Redevelopment Commission in the form of potential hotel development, potential housing development in the broader area. And then if the Ready funds can be provided for some trail development or we can look at other funding. Those pieces can be built to support this broader vision. The important piece is having the attraction in place and an operation that drives those investments.

Mr. Tarner stated that the trail will not be his project. The airport owns some of the land and the county is involved. Someone suggested that they build the Continental Divide Trail. There are people that want conservation and farming. He will be conserving 70 acres and building a brand called South Bend Farms.

Matt Barrett, a resident, noted that we have taxpayers and accountability. There is a reporting requirement in the 2018 agreement that the developer shall maintain 54 full-time positions and create 70 new full-time job opportunities. Have some of the reports been filed? Where do we stand?

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Mr. Bauer notes that in the past the report may have come from an email or verbally. We did have touch points where we were made aware of where those commitments stood as far as investments.

Matt Barrett states that is not what the agreement says. He raised this because the first part of the proposal is to release this covenant related to the first agreement.

Mr. Bauer states release would be related to the purchase agreement not the development agreement. These are separate agreements. 2017 was a real estate purchase agreement. 2019 is the development agreement. Mr. Bauer apologizes for not including the original development agreement in the packet.

Shawn Petersen notes it's hard to get title insurance if there is not ownership. That is the piece we are working through.

Commissioner Wax asked what the importance of this is; the property could go back to the city.

Shawn Petersen states the development agreement has a contractual liability to enforce the contractual liability and it doesn't impact the mortgage lender.

Commissioner Wax asked if the development agreement is not complied with what would the enforcement be.

Mr. Bauer states 150% of the claw back of the public investment.

Mr. Barrett states he has great admiration for Mr. Tarner. The question is \$4.1M would 100,000 citizens issue this in South Bend.

Mr. Bauer states we have seen a lot of success with, for example Fair Oaks farm in Rensselaer. Would you have thought a dairy farm would have such success. This project would attract half a million people per year. We are confident in their ability to follow through and completing not only the factory which will have production facilities and jobs in an economic sense but also the Indiana Dinosaur Museum, the Chocolate Museum, and additional experiences throughout the site. This will make it attractive for people who might otherwise simply pass-through US 31 heading north to Michigan. We are hopeful that they will stop and spend their money in South Bend, maybe even plan an overnight. We believe Mr. Tarner can deliver.

Mr. Tarner notes that he is a taxpayer as well. I see this from a risk taker's perspective. The city was going to tear down the buildings. It pays \$42k in taxes in 2022. If it's profitable, for \$1M that he has personally taken an asset that was to be torn down and will not generate \$333 in taxes per day when it is complete. There is an opportunity for a hotel there and we need development on the west side.

President Jones states that the fact that it incentivizes development, and it gives people confidence to invest if they see successful investment. Thank you, Mark.

Secretary Warner stated this kind of partnership between the city and Mr. Tarner, or the city and Greenleaf, is exciting.

Upon a motion by Secretary Warner, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved Termination and Release of Deed Covenants (SBCC Development Corp) submitted on Thursday, October 13, 2022.

**4. Authorizing Use of TIF Revenues and Approving Form of Loan Agreement (Indiana Dinosaur Museum and SBCC Development Corp)**

Mr. Bauer Presented an Authorization Use of TIF Revenues and Approving Form of Loan Agreement (Indiana Dinosaur Museum and SBCC Development Corp) see discussion above. Commission approval is requested.

Upon a motion by Secretary Warner, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved the Authorization Use of TIF Revenues and Approving Form of Loan Agreement (Indiana Dinosaur Museum and SBCC Development Corp) submitted on Thursday, October 13, 2022.

**5. First Amendment to Development Agreement (SBCC)**

Mr. Bauer Presented the First Amendment to the Development Agreement (SBCC). See discussion above. Commission approval is requested.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved the First Amendment to Development Agreement (SBCC) submitted on Thursday, October 13, 2022.

**6. Updated Tree Nursery Agreement**

Mr. Molnar Presented an Updated Tree Nursery Agreement. In 2017 VPA, through the Board of Public Works entered into an agreement to allow the use of vacant land owned by BPW and RDC for tree nurseries. The idea was to establish tree nurseries on vacant land with access to water. These trees would be used on streetscape projects. This amended agreement expands those lots. There are trees ready to be used. Every five years we get to re-evaluate to see if market conditions have changed and to see redevelopment options long term. Commission approval is requested.

Upon a motion by Secretary Warner, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved the Updated Tree Nursery Agreement submitted on Thursday, October 13, 2022.

**A. River East Development Area**

**1. Budget Request (Angela Blvd. Roadway)**

Ms. Biek Presented a Budget Request (Angela Blvd. Roadway). This is a request for the design of the Angela Blvd. Improvements. This project is in coordination with Notre Dame. We're working out an MOU currently that we hope to have at the next board of Works meeting. The project scope is from State Road 933 to State Road 23, and its primarily bike and pedestrian improvements. It will include a road diet of Angela Blvd and study the intersections for pedestrians and bike crossings along Angela to make that safer for pedestrians and bicyclists.

It will mostly use the existing footprint, so we don't expect a major reconstruction of the roadway; the plan is to construct next year.

Mr. Bauer states that the MOU would include reimbursement of the costs by the university for everything east of Notre Dame Ave to State Road 23 to Twyckenham would be funded by the university. In the future, we will come to the commission for a budget request. Once this MOU is signed for the actual construction, then the university will reimburse the Commission.

Immediately upon those funds being expended.

Secretary Warner noted that he has been in meetings where you've heard this from Harker Heights neighbors say if we put Angela on a road diet, they'll come through the neighborhood. And at 8:30 in the morning and at 4:30 in the evening. We have been working to address that by putting speed humps over there. The question for the future is there an opportunity to continue that West of 933/Angela down the hill and maybe up to Portage where then it transitions to diamond? Are there any funds or plans.

Mr. Kain noted that they don't expect the traffic. We don't expect any of that to decrease because a lot of the traffic that's going through is connecting to 933 or Ironwood or some of the other major arterials in the city. If anything, it's just enhancing the capacity of pedestrians and bicyclists across Angela. There's a lot of traffic between the university and the area south of campus. We think that the crossings are not safe for pedestrians, so the big emphasis here is to make it safer for pedestrians, and that typically requires doing some bump outs that some of the intersections. That is what this study will explore including looking at the current signals and what changes need to happen. There's already some sort of wider walkways on the north side of Angela, so that does accommodate some activity, but this would just increase the pedestrian and bike capacity by looking at lane configuration, typically anything that has under 20,000 vehicles a year can be converted to three lanes. We've done that successfully across the city for the last several years. It does not change the capacity. If you look at traffic counts of other streets, the traffic counts have not changed. In fact, traffic counts will remain the same or increase in lane segment. Regarding Harder Heights and the

neighborhood, Mr. Kain noted the city would always be open to listening to those concerns and making improvements to address those issues.

Regarding your second question on the area to the West of 933, the Coal Line Trail is in development. That does provide that connectivity. We will make sure that the connectivity that we're providing with Angela continues West of 933, but any issues regarding traffic, we will certainly take seriously. We are aware of some of the guard rail issues and our team will continue to investigate it. You've probably noticed we've stripped the parking lane on Angela, so that does start to define the lane where it did not in the past. Commission approval is requested.

Upon a motion by Secretary Warner, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved the Budget Request (Angela Blvd. Roadway) submitted on Thursday, October 13, 2022.

**2. Budget Request (Downtown to ND Trail)**

Mr. Kain Presented a Budget Request (Downtown to ND Trail). This is a request to fund a conceptual plan to better connect the University of North Dame campus to downtown South Bend. The current infrastructure between the two is dilapidated. Sidewalk connectivity, although exists, is narrow. Sidewalks are in bad condition and there's a tremendous opportunity to connect the two destinations through better bike and pedestrian connectivity. We are looking at creating an urban trail between downtown and campus. The route we've looked at would be going down North Avenue to South Bend Ave to Hill Street and then on La Salle. This is more of an urban trail as opposed to something like the Coal Line Trail. The plan would look at just how that connectivity works, and how we enhance it to make it esthetically appealing and attractive. Commission approval is requested.

Secretary Warner asked for the timeline.

Mr. Kain noted that the plan would, once funding approved, take roughly 3 months to develop the plan. This is a conceptual plan, we'd have to engage in engineering services, which we can do in the spring with potential construction perhaps late next year.

President Jones asked if there was a plan to widen the area going down the hill as it is kind of dicey.

Mr. Kain answered there is no plan, but this will help them to identify a plan for the future of that area.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved the Budget Request (Downtown to ND Trail) submitted on Thursday, October 13, 2022.

**6. Progress Reports**

A. Tax Abatement

1. Mr. Glavich reported nothing new. We do anticipate the Council considering a confirming resolution for a personal property tax abatement for Steel Warehouse on October 24<sup>th</sup>.

B. Common Council

1. The budget for 2023 has been passed.

C. Other

1. Mr. Molnar noted that we did close on 1503 Prairie with cultivate food rescue. They are now the new owner of the property and hoping to break ground in the Spring.
2. The Lafayette building RFP is now live, thank you for media coverage, WNDU Mark was one of them; open house is October 18<sup>th</sup>. The building will be open to the public during that time as long as they complete a waiver of liability, the building is safe where we've allowed people to walk.
3. Update on east LaSalle, a building permit has been issued for the grocery store and a pharmacy within the Commerce Center development.
4. Commissioner Sallie asked if they provided a name for the store.
5. Mr. Bauer stated no, but the plans did have the elements required.
6. Commissioner Wax asked about the Bare Hands timeline.
7. Mr. Molnar stated construction was to start by September 1, 2022. They started construction by tearing out some of the space with some cleaning work. The next deadline is February 2023 with a rough-in inspection. The final completion and opening by September 1, 2023.

**7. Next Commission Meeting:**

Thursday, October 27, 2022

**8. Adjournment**

Thursday, October 13, 2022, 10:57 a.m.

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Troy Warner, Secretary

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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, October 18, 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-0045934	\$236,592.14
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$236,592.14</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:

\$ 236,592.14

By: \_\_\_\_\_  
South Bend Redevelopment Commission  
Name:

Date:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**Expenditure approval**

RDC Payments-10/18/22 Pymt Run

GBLN-0045934

**Payment method:** CHK-Total  
**Voucher:** RDCP-00011215  
**Payment date:** 10/18/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000476	DONOHUE & ASSOCIATES	1329821	SUE - 17J022 SOUTH WELL FIELD IMPROVEMENTS	10/22/2022	\$3,220.00	430-10-102-121-431002-- PROJ00000082	PO-0000038

**Payment method:** CHK-Total  
**Voucher:** RDCP-00011216  
**Payment date:** 10/18/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000652	GE MARSHALL INC	APP #1	Water Main Construction	10/2/2022	\$213,710.49	324-10-102-121-442002-- PROJ00000012	PO-0013841

**Payment method:** CHK-Total  
**Voucher:** RDCP-00011217  
**Payment date:** 10/18/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000982	LAWSON- FISHER ASSOCIATES	202109002220253	Coal Line Trail - Construction Inspection Services	3/30/2022	\$19,661.65	324-10-102-121-444000-- PROJ00000018	PO-0008430





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

To: South Bend Redevelopment Commission  
From: Daniel Parker, City Controller  
Date: Tuesday, October 25, 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-0046375	\$262,325.07
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$262,325.07</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:

\$ 262,325.07

By: \_\_\_\_\_  
South Bend Redevelopment Commission  
Name:

Date:

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Name:

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Name:

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Name:

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Name:

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Name:

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Name:

**Expenditure approval**

RDC Payments-10/25/22 Pymt Run

GBLN-0046375

**Payment method:** ACH-Total  
**Voucher:** RDCP-00011415  
**Payment date:** 10/25/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000019	ABONMARCHE CONSULTANTS OF IN	142813	Amendment 8-9-22	10/30/2022	\$15,730.00	429-10-102-121-431002-- PROJ00000167	PO-0005886

**Payment method:** CHK-Total  
**Voucher:** RDCP-00011416  
**Payment date:** 10/25/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000982	LAWSON- FISHER ASSOCIATES	202109002220896	Coal Line Trail - Construction Inspection Services	9/30/2022	\$19,988.74	324-10-102-121-444000-- PROJ00000018	PO-0008430

**Payment method:** CHK-Total  
**Voucher:** RDCP-00011417  
**Payment date:** 10/25/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001212	NORFOLK SOUTHERN RAILWAY COMPANY	92799166	NS- Olive Xing CN	9/29/2022	\$68,693.72	324-10-102-121-442001-- PROJ00000059	PO-0013272

**Payment method:** ACH-Total  
**Voucher:** RDCP-00011418  
**Payment date:** 10/25/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00001284      PEMBERTON  
DAVIS      Change Order #1      2/15/2022      \$127.50      430-10-102-121-443001--  
ELECTRIC INC    9724                          PROJ00000057      PO-0017432

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**Payment method:** ACH-Total  
**Voucher:** RDCP-00011419  
**Payment date:** 10/25/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001496	SHIVE HATTERY INC	21722018703	Fire Station 8 PSA	10/30/2022	\$2,326.75	430-10-102-121-431002-- PROJ00000355	PO-0017718

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**Payment method:** CHK-Total  
**Voucher:** RDCP-00011420  
**Payment date:** 10/25/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001875	ZIOLKOWSKI CONSTRUCTIO N	APP #15	Change Order #3	10/30/2022	\$152,433.36	429-10-102-121-443001-- PROJ00000087	PO-0006342

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**Payment method:** ACH-Total  
**Voucher:** RDCP-00011421  
**Payment date:** 10/25/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00005109	Electric Housing LLC	1056	Training / Small Business Dev Pokagon	11/1/2022	\$3,025.00	433-10-102-123-439300--	PO-0011034

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# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: 10/24/22  
FROM: Joseph Molnar  
SUBJECT: Transfer of former Salvation Army Building

\_\_\_\_\_ 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: Transfer of 510 S. Main from BPW to RDC

Specifics: This will be the last winter of the former Salvation Army Building at 501 S. Main being used for Weather Amnesty. As the property is no longer needed for that purpose, it is Staff's opinion that the property be transferred to the Redevelopment Commission for possible redevelopment of the site. Weather Amnesty will continue at the site under the existing agreement with Hope Ministries until Spring 2023.

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 \$ \_\_\_\_\_

**RESOLUTION NO. 3560**

**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 one parcel of real property in the River West Development Area of the City at 510 S. Main Street., which is more particularly described on Exhibit A (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 “River West 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 No. 356 at its regular meeting held on October 25, 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 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 October 27, 2022.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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Marcia I. Jones, President

ATTEST:

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Troy Warner, Secretary

**EXHIBIT A**  
**Legal Description**

**Parcel No.** 71-08-12-306-001.000-026

**Tax ID:** 018-3017-0618

**Legal Description:** Lots Numbered Thirty-one (31) through Thirty-five (35) as shown on the recorded Plat of Samuel Martin's Addition to the Town, now City of South Bend, together with the vacated alley lying between Lots 33 and 34.

**Commonly Known As:** 510 S. Main Street

**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. 018-3017-0618

**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.** 71-08-12-306-001.000-026

**Tax ID:** 018-3017-0618

**Legal Description:** Lots Numbered Thirty-one (31) through Thirty-five (35) as shown on the recorded Plat of Samuel Martin's Addition to the Town, now City of South Bend, together with the vacated alley lying between Lots 33 and 34.

**Commonly Known As:** 510 S Main Street

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 \_\_\_\_\_ day of \_\_\_\_\_ 2022.

GRANTOR:

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

By: \_\_\_\_\_  
Elizabeth Maradik, President

ATTEST:

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_-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.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Resident of 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. Danielle Campbell Weiss

Prepared by Danielle Campbell Weiss, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: October 25, 2022

FROM: Kara Boyles, City Engineer

SUBJECT: Seitz Park, Phase I

\_\_\_\_\_ Pres/V-Pres

ATTEST: \_\_\_\_\_ Secretary

Date: \_\_\_\_\_

APPROVED       Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

Funding Source\* (circle one) River West; River East; South Side; West Washington; Douglas Road; 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:** \$1M from River East Residential TIF

This request will provide funding for a change order (#7) for the Seitz Park, Phase I project. The general contractor, Ziolkowski Construction, has requested a change order for \$990K due to escalation and delay costs related to access to the Seitz Park project area. As a result of ND Hydro project delays, Ziolkowski was not able to access the site to begin work on Divisions C, D and E until June of this year, a date and time that exceeded their final completion date of 5/26/2022.

INTERNAL USE ONLY: Project ID: PROJ \_\_\_\_\_ 117-093A \_\_\_\_\_ ;

Total Amount – New Project Budget Appropriation \$1,000,000 \_\_\_\_\_ ;

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: 10/24/22  
FROM: Joseph Molnar  
SUBJECT: Sale of former Firehouse #9

\_\_\_\_\_ 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: Assignment and Assumption of the sale of former Firehouse #9

Specifics: The Commission on June 9<sup>th</sup> 2022 entered into a purchase agreement with Connermara Holdings LLC for the purchase of former Firehouse #9. The buyer requested an extension of the Due Diligence Period for an additional sixty days which was granted. The buyer has requested to transfer the obligations and rights of the original agreement to Firehouse #9 LLC. There are no other changes to the purchase agreement. Staff recommends approval.

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 \$ \_\_\_\_\_

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated effective October 27, 2022 ("Effective Date"), is made by and among Connermara Holdings ~~LLC~~, <sup>Inc.</sup> an Indiana corporation with its registered office at 424 S. Michigan Street, Unit 913, South Bend, IN 46624 ("Assignor") and Fire Station No 9 LLC, a foreign limited liability company authorized to transact business in the State of Indiana, with its registered office at 424 S. Michigan Street, Unit 913, South Bend, IN 46624 ("Assignee"), and the South Bend Redevelopment Commission, governing body of the Department of Redevelopment of the City of South Bend, Indiana ("Commission").

### RECITALS

WHEREAS, Assignor and Commission entered into a Real Estate Purchase Agreement dated June 9, 2022 (the "Agreement"), for the purchase and sale of the Property (as defined in the Agreement) located in the City of South Bend; and

WHEREAS, Assignor and Commission subsequently agreed to amend the Agreement to allow an extension of the Due Diligence period and entered into a First Amendment to Real Estate Purchase Agreement ("First Amendment") dated August 19, 2022; and

WHEREAS, Assignor desires to transfer its rights and obligations under the Agreement and First Amendment to Assignee and the Assignee desires to assume the rights and obligations thereunder; and

WHEREAS, in accordance with Section 25 of the Agreement, the Agreement may not be assigned without the prior written consent of the Commission.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Recitals; Capitalized Terms. The recitals to this Assignment are fully incorporated by reference as if set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement and First Amendment.

2. Assignment and Assumption.

(a) Effective as of the Effective Date, Assignor hereby conveys and delegates to Assignee all of Assignor's right, title, interest, liabilities, and obligations in, to, and under the Agreement and First Amendment.

(b) Effective as of the Effective Date, Assignee hereby accepts such assignment and assumes from Assignor all right, title, interest, liabilities and obligations under the Agreement and First Amendment arising on the Effective Date and thereafter, and agrees to pay, perform, and discharge, when due, all of such liabilities and obligations thereunder.

3. Representations and Warranties. Each party hereto hereby represents and warrants to the other that it has been duly authorized to execute and deliver this Assignment and that this Assignment constitutes the legal, valid and binding obligation of such party and is enforceable against such party in accordance with its terms.
4. Consent. Assignee and Assignor acknowledge that the Commission's consent is required in order to effectuate this Assignment, pursuant to Section 25 of the Agreement, and the Commission hereby consents to the assignment of the Agreement by Assignor to Assignee as of the Effective Date.
5. Governing Law. The internal laws of the State of Indiana applicable to contracts made and wholly performed therein shall govern the validity, construction, performance and effect of this Assignment.
6. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest and assigns.
7. Headings. The subject headings or captions of the paragraphs in this Assignment are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of any provisions contained herein. All terms herein are equally applicable to both the singular and plural forms of such terms.
8. Counterparts. This Assignment may be signed by facsimile or other electronic transmission and/or in one or multiple counterparts, with each counterpart having the same force and effect as if this single instrument were executed by each of the parties hereto and delivered to the other party.
9. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Assignment.
10. Severability. If any provision of this Assignment shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.
11. Further Assurances. The parties hereto agree to execute such further documents and agreements as may be necessary or appropriate to effectuate the purpose of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

[Signature page follows.]

**ASSIGNOR:**

Connermara Holdings, LLC <sup>Inc</sup>

By: \_\_\_\_\_



**ASSIGNEE:**

Fire Station No 9, LLC

By: \_\_\_\_\_



**AGREED, ACKNOWLEDGED AND CONSENTED TO:**

By its signature below, the Department of Redevelopment of the City of South Bend, Indiana (“Commission”) hereby contents to the assignments, assumptions, and terms contained in this Assignment and Assumption Agreement as of the date first above written.

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

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

ATTEST:

\_\_\_\_\_  
Troy Warner, Secretary