



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, December 8, 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, November 10, 2022

### 3. Approval of Claims

- A. Claims Allowance Request 10.11.22
- B. Claims Allowance Request 11.08.22
- C. Claims Allowance Request 11.15.22
- D. Claims Allowance Request 11.22.22
- E. Claims Allowance Request 11.29.22

### 4. Old Business

### 5. New Business

- A. River West Development Area
  - 1. Budget Request (Kennedy Park Improvements)
  - 2. Second Amendment to Real Estate Purchase Agreement (RealAmerica)
- B. River West and River East Development Area
  - 1. Resolution No. 3564 (COSB 2023 Redevelopment Projects)

### 6. Progress Reports

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

### 7. Next Commission Meeting:

Thursday, December 19, 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**

November 10, 2022 – 9:30 am  
[http://tiny.cc/RDC\\_\\_](http://tiny.cc/RDC__) or BPW Conference Room 13<sup>th</sup> Floor

Presiding: Marcia Jones, President

The meeting was called to order at 9:31 a.m.

**1. ROLL CALL**

Members Present:	Marcia Jones, President – IP Troy Warner, Secretary – IP Eli Wax, Commissioner 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 Laura Althoff Tim Corcoran Rachel Boyles Jennifer Huddleston Charlotte Brach Rachel Tomas Morgan Matt Barrett Jordan Smith Jeff Jarnecke WNDU	DCI - IP DCI – IP DCI – V DCI – IP DCI – V Neighborhoods – IP Engineering – V Council – V Resident – IP Ice Miller - V 101 N Michigan St Media - IP

## 2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, October 27, 2022**

Ms. Brazinsky noted that some small portions of the minutes were not recorded due to technical issues. The votes and memo information were recorded by hand.

Upon a motion by Commissioner Wax, seconded by Secretary Warner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, October 27, 2022.

## 3. Approval of Claims

- Claims were tabled to the next meeting

## 4. Old Business

## 5. New Business

### A. River West Development Area

#### 1. **Resolution No. 3561 (Accepting Transfer of Property from BPW Salvation Army 114 Monroe)**

Mr. Molnar presented Resolution No. 3561. This resolution is to accept a tiny parcel that is adjacent to the Salvation Army building. At the last meeting we presented most of that site including the building and all the land. After further review, we noticed there was a small parcel to the east along Monroe that was not included. We are adding this portion in under RDC ownership from BPW. Commission approval is requested.

Upon a motion by Secretary Warner, seconded by Commissioner Wax, the motion carried unanimously, the Commission Resolution No. 3561 (Accepting Transfer of Property from BPW Salvation Army 114 Monroe) submitted on Thursday, November 10, 2022.

#### 2. **Resolution No. 3562 (Scatter Site RFP RWDA & WWDA)**

Mr. Corcoran presented Resolution No. 3562 (Scatter Site RFP RWDA & WWDA). The city is soliciting proposals from private developers, including nonprofit entities, of selected city owned parcels identified from the document given to the commission. Applicants must submit proposals for one or multiple sites. The RFP does not commit the commission to award a contract or pay costs incurred with corporation of the proposal responding to this. The RFP includes project requirements, developer requirements, mission requirements, evaluation criteria and the process for evaluation.

## South Bend Redevelopment Commission Regular Meeting – November 10, 2022

Mr. Corcoran stated that the principles usually talked about are urban design principles. Mr. Corcoran walked the commission through the document outlining the map and the seven selected sites but also including other sites that the city is looking at. There are residential areas from low to medium and high-density development. There are some mixed-use opportunities and some industrial or office uses flexing between those. The document suggestions is just one way in which the sites can be developed. If a proposal comes in that follows the guidelines and keeps the general character, city staff will look into developing the site.

This is about getting the properties out to developers, marketed and advertised and trying to garner interest is the ultimate objective. The project requirements must adhere to the general design principles and is laid out in the documents and zoning ordinance; they must be urban and reflect the architectural area in which they will sit. The housing units will have a scale for workforce or affordable housing as well as market rate housing. The commission reserves the right to reject all proposals for any reason as deemed by staff.

Mr. Corcoran walked the commission through some requirements of valuation criteria. Some of these included organizational information that details the qualification, skills, and background of the organization, also a description of the project, and the purchase price. The city has acquired appraisals on all of the properties. The city will require a detailed description of the building type with the projected project, construction cost, timelines, and evidence of financial means. The city would ensure that the developer would have experience doing projects of similar type size and scale complexity.

This RFP will be issued upon approval today, which is November 10, 2022. The city plans to keep the RFP open. Some sites are more valuable than others. Mr. Corcoran gave the commission a glimpse of one possible area. One is on Lincolnway West and is part of the greater streetscape project which has been ongoing for the past five or six years. During this project all the infrastructure under the road and into the sewer and water laterals are already there. This helped to prepare the sites for development.

The city will be doing a press conference on Monday at the site to highlight the Scattered Sites RFP. A three-dimensional mockup was provided. This is just a benchmark for interested parties.

Mr. Bauer noted that this RFP will be paired with another RFP that will be issued on Monday that uses already appropriated American Rescue Plan funds to support new construction housing development projects. It was designed to pair these together so there is a financial piece out of the RFP which does not need to come before the Redevelopment Commission but could pair with the property piece to further close the appraisal gap, we know exists in South Bend.

## South Bend Redevelopment Commission Regular Meeting – November 10, 2022

Commissioner Wax clarified that these ideas are not set just ideas for somebody assuming they meet zoning requirements. He appreciates the great project ideas.

Mr. Corcoran states that is correct. These principles are usually urban design principles. Questions such as how does the site get loaded, where do the trucks go? Where do the cars go, is there a parking lot? Should the building be closer to the street or further back? Or in the case of the Birdsell mansion, just to the south of it, we wanted one of the sides that normally you would not have thought about being nice to be developed much nicer. In the future you could potentially see a little place developing around there. But there are hundreds of ways that the sites could be developed.

Secretary Warner commented that this is a great idea. A database of city properties for sale and marketing the properties and providing potential investment opportunities shows that the city is an interested partner. This is a great proactive step.

Mr. Corcoran stated that some of these are great sites; this is a way to gain interest in the properties and see what comes of it.

Secretary Warner stated that developers like projects that get put on their radar.

Councilmember Rachel Tomas Morgan @ 114 Chapin Street commented that she is excited about the development of the RFP and thanked Community Investment for pushing these properties. They have remained vacant for decades. Providing RFP's and seeing what developers are interested in and what the market looks like is a real positive step forward for our city.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved Resolution No. 3562 (Scatter Site RFP RWDA & WWDA) submitted on Thursday, November 10, 2022.

- 3. Resolution No. 3563 (South Bend RDC Additional Appropriation Resolution)**  
Mr. Bauer presented Resolution No. 3563 (South Bend RDC Additional Appropriation Resolution). This is an additional appropriation coming before you related to a previous resolution about the issuance of an economic development loan through the EDC statute and this request would just appropriate the \$2.7M out of River West TIF district to be used to fund that loan. The loan was approved through the Economic Development Commission yesterday. The next step is for it to go before the Common Council for their approval or for their consideration. There is one item to note, the Commissions previous resolution allowed us to negotiate through the terms of the loan agreement and have final terms. The only change was a clarification in the loan agreement; that the \$15.4M was definitively conditional. In private investment was conditional for the forgiveness. There was a lack of clarity in the original agreement we shared with you and that language has been tightened up. This was the only significant change in the loan agreement from the previous meeting.

## South Bend Redevelopment Commission Regular Meeting – November 10, 2022

Jeff Jarnecke, Executive Director of Business Development Visit South Bend/Mishawaka @ 101 N Michigan Street Suite 300. He stated that he was representing the 5.3M visitors that come though St. Joseph County each year and spend more that \$700 million. The result of that is more than 8,300 jobs in tourism within the county. He stated that tourism for Visit South Bend/Mishawaka is all about the experience and that experience is better with this project from Mr. Tarner which is indeed different. It's an experience for the senses and will be a year-round product offer. He compared this project to the Fair Oaks farms just out of Crown Point and states that the development has brought in more than 500,000 visitors annually to that area, including 120,000 individuals who participate in those activities which has resulted in numerous restaurants and two hotels.

Mr. Jarnecke states that these opportunities with an Agri business work. Mr. Jarnecke noted that Mr. Tarner is a proven business leader within our community that we support including this initiative. He notes that Mr. Tarner supports South Bend and takes his brand around the country to further support what we do here in South Bend/Mishawaka. We appreciate his support and working with Mr. Tarner and his team to promote this and to help finish this facility. Mr. Jarnecke and his team encourages the Commission support.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission Resolution No. 3563 (South Bend RDC Additional Appropriation Resolution) submitted on Thursday, November 10, 2022.

### **A. Other**

#### **1. Mortgage Release (Richie Jr and Garrett)**

Ms. Huddleston, Neighborhoods Grant Manager presented a Mortgage Release (Richie Jr and Garrett). They were entered into the home repair program in 1999. Their loan has zero balance and are refinancing their home. They are asking the Commission to approve their mortgage release.

Ms. Huddleston notes for those not familiar with the mortgage releases; the city had home repair programs in the past that assisted residents of certain income levels with much needed repairs. Once paid in full as mortgage release is necessary to release any liens on the properties.

Mr. Barrett, a resident, asks how many of these loans are there? What was the terms of the loan? Is the city doing anything about the loans that are not current?

Ms. Huddleston notes these are old home repair programs with approximately 20 outstanding loans. Not all are current on their payments.

Mr. Bauer stated that the reason the city moved away from the programs is we did not want to potentially take ownership of primary residence homes. This puts us in a difficult position as city government. There would be a lien placed against the homes for nonpayment.

## South Bend Redevelopment Commission Regular Meeting – November 10, 2022

Commissioner Wax states from a legal perspective assuming there is a first mortgage or a second or third mortgage, by time all the legal expenses are tacked onto the mortgage nothing really gets paid. While he agrees with the sentiment that people should not just be able to get away with nonpayment, he does agree with a PR standpoint and practical reasons that it is not in the city's best interest to pursue these types of loans.

Mr. Bauer states that is why we bring the mortgage releases to the Commission only when there is a zero balance or there is a sale of property to clear the lien.

Mr. Barrett states the city has five core values that appear in most documents. We've heard about innovation, excellence, and empowerment, and what about accountability. He states one of his themes is accountability. Short of foreclosure there are alternate remedies such as public shaming and listing those properties. He is asking us to think about accountability.

Commissioner Wax asked the feasibility of the Commission getting a list of these properties in the next few months.

Upon a motion by Secretary Warner, seconded by Commissioner Wax the motion carried unanimously, the Commission approved Mortgage Release (Richie Jr and Garrett) submitted on Thursday, November 10, 2022.

### **2. Mortgage Release (Gammage)**

Ms. Huddleston presented a Mortgage Release (Gammage). Ms. Gammage has paid the balance on her loan and has now sold her home. She is asking for Commission approval of a mortgage release.

Upon a motion by Secretary Warner, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved the Mortgage Release (Gammage) submitted on Thursday, November 10, 2022.

### **3. Third Amendment to Redevelopment Supervisory Services Agreement**

Mr. Bauer presented the Third Amendment to the Redevelopment Supervisory Services Agreement. This is the standard three-year supervisory services agreement for staff from DCI who primarily serve the Redevelopment Commission to ask for a portion of their salaries funded through TIF. This is for the Executive Director, Director of Growth and Opportunity and Property Development Manager. This covers 1/3 of the Executive Director salary, and 1/2 of each of the other salaries. This is not in addition to their salaries. Commission approval is requested.

Mr. Barrett, a resident asked about the structure with BPW is it a separate entity or together.

Mr. Bauer states they are separate entities.

It was noted that the Redevelopment Commission is a volunteer commission that receives no payment.

Upon a motion by Commissioner Wax, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved Third Amendment to Redevelopment Supervisory Services Agreement submitted on Thursday, November 10, 2022.

**4. Fifth Amendment to Engineering Services Agreement**

Mr. Bauer presented the Fifth Amendment to the Engineering Services Agreement. This agreement is for the Engineering Services Agreement as you know when the Commission approves the development agreement and appropriates tax increment financing funds to support a project that is the start of a much longer process in which the engineering team works with the developers to identify which expenses are TIF eligible. Zach Hurst is one of the engineers in this agreement, however, this is really a team effort with other engineers that are very involved with the Redevelopment Commission. This is the standard agreement for their services. This has increased by \$2,000 and we assume the 2% increase that happens annually. If it is different, we will adjust accordingly. Commission approval is requested.

Upon a motion by Commissioner Wax, seconded by Secretary Warner, the motion carried unanimously, the Commission approved the Fifth Amendment to Engineering Services Agreement submitted on Thursday, November 10, 2022.

**5. Budget Request (2023 Non-Project Budget)**

Mr. Bauer presented Budget Request (2023 Non-Project Budget Request). This is a standard budget request that we bring annually to the Commission which would fund the non-project requests. These are for non-development agreement expenditures coming out of the different tax increment financing districts. Generally, this is like the professional services, which we just covered in the previous two agreements as well as an ongoing professional services agreement with the legal department and then debt service primarily.

There are no substantial changes from last year except the redevelopment general fund; last year there was only a \$4,500 budget request for professional services. Now there is a request for a \$763,000 interfund transfer out for debt service and that is for the hotel motel tax revenues that are transferred out of debt service on the Morris and Potawatomi Zoo bonds that were issued in 2022.

The other item to notice is a decrease of \$19,000 in the debt service interest and fees out of River East residential as we've had some debt service roll off this year.

Commissioner Wax asked Mr. Bauer to speak to the river west professional services.

Mr. Bauer stated that would cover a portion of the professional services agreements for the Engineering services agreement. The Legal Services agreement and the DCI staff agreement.



Commissioner Wax asked if there is a reason funds are specifically coming out of River West TIF?

Mr. Bauer notes that has generally been where it has come out of but a portion of it does come out of River East. Funds normally come from the two largest districts. Mr. Bauer stated that he will confirm the reason with Admin and Finance and relay that message to Commissioners.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved Budget Request (2023 Non-Project Budget) submitted on Thursday, November 10, 2022.

## **6. Progress Reports**

### **A. Tax Abatement**

1. Mr. Bauer noted there is a tax abatement going to Council for one of the two office towers where St. Joseph Hospital was located. Approximately 69 units of the office building with 20% affordable units.

### **B. Common Council**

1. Commissioner Wax states the South Bend Chocolate proposal is going to be presented at Council Monday.

### **C. Other**

1. Mr. Barrett, a resident, asked the Commission about an accountability report from Mr. Matthews as the December 31<sup>st</sup> deadline is approaching with regards to the substantial completion of his project. Mr. Barrett has filed two public records requests for reports and has received none. He respectfully request Commissioners that legal matters should arise by sending a letter of default. He would hope there was a grocery store but is sensing there will not be. This is from sections 4.7, 4.5 and 4.13 of the agreement. He notes that reasonable requests have not been answered. Mr. Barrett again stated the city's five core values, one of these issues is accountability.
2. Secretary Warner asked legal to provide their thoughts by the next meeting on this subject.

## **7. Next Commission Meeting:**

Thursday, November 21, 2022

## **8. Adjournment**

Thursday, November 10, 2022, 10:24 a.m.



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

To: South Bend Redevelopment Commission  
From: Daniel Parker, City Controller  
Date: Tuesday, November 1, 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-0046489	\$297,500.00
GBLN-0046821	\$27,500.00
GBLN-0000000	\$0.00
Total:	<u>\$325,000.00</u>

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Daniel Parker, City Controller

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The attached claims described above were allowed in the following total amount at a public meeting on the date stated below: \$ 325,000.00

By: \_\_\_\_\_  
South Bend Redevelopment Commission  
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**Expenditure approval**

RDC Payments-11/1/22 Pymt Run

GBLN-0046821

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**Payment method:** ACH-Total  
**Voucher:** RDCP-00011423  
**Payment date:** 11/1/2022

<b>Vendor #</b>	<b>Name</b>	<b>Invoice #</b>	<b>Line description</b>	<b>Due date</b>	<b>Invoice amount</b>	<b>Financial dimensions</b>	<b>Purchase order</b>
V-00000180	BAKER TILLY MUNICIPAL ADVISORS LLC	BTMA15688	tax increment financing	10/2/2022	\$17,500.00	324-10-102-121-431000--	PO-0019746
V-00000180	BAKER TILLY MUNICIPAL ADVISORS LLC	BTMA14554	amendment of the River East Development Area	7/28/2022	\$10,000.00	436-10-102-121-431000--	PO-0019746

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**Expenditure approval**

RDC Payments-DS WIRES 10/14/22

GBLN-0046489

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**Payment method:** Wire-Total  
**Voucher:** RDCP-00011615  
**Payment date:** 10/11/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001550	SOUTH BEND PUBLIC TRANSPORTATI ON	25536	531120 - Lessors of Nonresidential Buildings (except Miniwarehouses)	10/11/2022	\$84,127.00	324-10-102-121-438100- DS0013-	
V-00001550	SOUTH BEND PUBLIC TRANSPORTATI ON	25536	531120 - Lessors of Nonresidential Buildings (except Miniwarehouses)	10/11/2022	\$15,873.00	324-10-102-121-438200- DS0013-	

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**Payment method:** Wire-Total  
**Voucher:** RDCP-00011616  
**Payment date:** 10/14/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	25843	2013 REV BONDS-CENT CTR	11/3/2022	\$197,500.00	324-10-102-121-452000- DS0062-	

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

To: South Bend Redevelopment Commission  
From: Daniel Parker, City Controller  
Date: Tuesday, November 8, 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-0047109	\$1,029,335.56
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$1,029,335.56</u>

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Daniel Parker, City Controller

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The attached claims described above were allowed in the following total amount at a public meeting on the date stated below: \$ 1,029,335.56

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South Bend Redevelopment Commission  
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**Expenditure approval**

RDC Payments-11/8/22 Pymt Run

GBLN-0047109

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**Payment method:** ACH-Total  
**Voucher:** RDCP-00011815  
**Payment date:** 11/8/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000821	INDIANA DEPT OF TRANSPORTATI ON	73281	Coal Line Trail - Phase IIA Construction	10/26/2022	\$339,292.13	324-10-102-121-444000-- PROJ00000018	PO-0016036
V-00000821	INDIANA DEPT OF TRANSPORTATI ON	73279	Coal Line Phase IIB CN Local Match	10/26/2022	\$627,268.84	324-10-102-121-444000-- PROJ00000018	PO-0019644
V-00000821	INDIANA DEPT OF TRANSPORTATI ON	73279	Coal Line Phase IIB CN Local Match	10/26/2022	\$62,774.59	324-10-102-121-443001-- PROJ00000018	PO-0019644

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

To: South Bend Redevelopment Commission  
From: Daniel Parker, City Controller  
Date: Tuesday, November 15, 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-0047332	\$114,680.45
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$114,680.45</u>

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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:

\$ 114,680.45

By: \_\_\_\_\_  
South Bend Redevelopment Commission  
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**Expenditure approval**

RDC Payments-11/15/22 Pymt Run

GBLN-0047332

**Payment method:** CHK-Total  
**Voucher:** RDCP-00012015  
**Payment date:** 11/15/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000191	BARNES & THORNBURG LLP	3017975	Legal Services Barnes & Thornburg - South Well Field	11/23/2022	\$3,752.00	430-10-102-121-431001-- PROJ00000082	PO-0015761

**Payment method:** CHK-Total  
**Voucher:** RDCP-00012016  
**Payment date:** 11/15/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000775	HRP CONSTRUCTIO N INC	APP #5	Water Main - Prairie	10/30/2022	\$53,042.03	430-10-102-121-442001-- PROJ00000069	PO-0014485

**Payment method:** CHK-Total  
**Voucher:** RDCP-00012017  
**Payment date:** 11/15/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000788	HWC ENGINEERING INC	2021031S0000006	PSA for 10% Design Services	10/30/2022	\$3,121.69	324-10-102-121-431002-- PROJ00000309	PO-0013616

**Payment method:** CHK-Total  
**Voucher:** RDCP-00012018  
**Payment date:** 11/15/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00000830	INDIANA MICHIGAN POWER	170213944623	sold land to AEP	11/15/2022	\$50,000.00	324-10-102-121-441000--	PO-0020003
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**Payment method:** CHK-Total  
**Voucher:** RDCP-00012019  
**Payment date:** 11/15/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000982	LAWSON- FISHER ASSOCIATES	202018202220548	Olive Street Reconstruction Phase 2	6/30/2022	\$1,258.95	324-10-102-121-431002-- PROJ00000059	PO-0006602

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**Payment method:** CHK-Total  
**Voucher:** RDCP-00012020  
**Payment date:** 11/15/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001212	NORFOLK SOUTHERN RAILWAY COMPANY	92902411	Amendment #1	11/24/2022	\$3,505.78	324-10-102-121-442001-- PROJ00000059	PO-0004360

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

To: South Bend Redevelopment Commission  
From: Daniel Parker, City Controller  
Date: Tuesday, November 22, 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-0048106	\$725,392.74
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$725,392.74</u>

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Daniel Parker, City Controller

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The attached claims described above were allowed in the following total amount at a public meeting on the date stated below: \$ 725,392.74

By: \_\_\_\_\_  
South Bend Redevelopment Commission  
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**Expenditure approval**

RDC Payments-11/22/22 Pymt Run

GBLN-0048106

**Payment method:** CHK-Total  
**Voucher:** RDCP-00012215  
**Payment date:** 11/22/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000029	ACORN LANDSCAPING LLC	APP #2	Brick Pavement Spot Repairs	12/2/2022	\$21,432.28	324-10-102-121-442001-- PROJ00000331	PO-0017969
V-00000029	ACORN LANDSCAPING LLC	APP #2	Brick Pavement Spot Repairs	12/2/2022	\$61,242.00	422-10-102-121-442001-- PROJ00000331	PO-0017969

**Payment method:** CHK-Total  
**Voucher:** RDCP-00012216  
**Payment date:** 11/22/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000222	BLACK & VEATCH CORPORATION	1383583	Amendment #1	11/27/2022	\$41,040.74	324-10-102-121-431002-- PROJ00000056	PO-0005261
V-00000222	BLACK & VEATCH CORPORATION	1383583	Amendment #1	11/27/2022	(\$30,045.00)	324-10-102-121-431002-- PROJ00000056	PO-0005261
V-00000222	BLACK & VEATCH CORPORATION	1383583	Amendment #2	11/27/2022	\$11,094.59	324-10-102-121-431002-- PROJ00000056	PO-0005261

**Payment method:** CHK-Total  
**Voucher:** RDCP-00012217  
**Payment date:** 11/22/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000918	JONES PETRIE RAFINSKI	44524	Design	11/11/2022	\$47,095.00	429-10-102-121-431002-- PROJ00000317	PO-0013624

**Payment method:** CHK-Total  
**Voucher:** RDCP-00012218  
**Payment date:** 11/22/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001212	NORFOLK SOUTHERN RAILWAY COMPANY	92847708	NS- Olive Xing CN	11/29/2022	\$87,441.79	324-10-102-121-442001-- PROJ00000059	PO-0013272

**Payment method:** CHK-Total  
**Voucher:** RDCP-00012219  
**Payment date:** 11/22/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001384	RECREATION INSITES LLC	742	Playground Equipment	10/12/2022	\$263,485.70	324-10-102-121-444000-- PROJ00000249	PO-0013569
V-00001384	RECREATION INSITES LLC	742	Playground Equipment	10/12/2022	(\$182,366.15)	324-10-102-121-444000-- PROJ00000249	PO-0013569

**Payment method:** CHK-Total  
**Voucher:** RDCP-00012220  
**Payment date:** 11/22/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #8	120-009 Dubail Avenue Streetscape	11/30/2022	\$179,405.07	324-10-102-121-442001-- PROJ00000083	PO-0011413

**Payment method:** CHK-Total  
**Voucher:** RDCP-00012221  
**Payment date:** 11/22/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001422	ROBERT HENRY CORP	7	ROW and Site Work	11/10/2022	\$106,389.22	324-10-102-121-444000-- PROJ00000249	PO-0010837



**Payment method:** CHK-Total  
**Voucher:** RDCP-00012222  
**Payment date:** 11/22/2022

<b>Vendor #</b>	<b>Name</b>	<b>Invoice #</b>	<b>Line description</b>	<b>Due date</b>	<b>Invoice amount</b>	<b>Financial dimensions</b>	<b>Purchase order</b>
V-00001513	SLATILE ROOFING & SHEET METAL	APP #2	Sibley Center	11/27/2022	\$119,177.50	324-10-102-121-443001-- PROJ00000252	PO-0016552

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

To: South Bend Redevelopment Commission  
From: Daniel Parker, City Controller  
Date: Tuesday, November 29, 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-0048296	\$7,150.00
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$7,150.00</u>

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Daniel Parker, City Controller

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The attached claims described above were allowed in the following total amount at a public meeting on the date stated below: \$ 7,150.00

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

Date:

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Name:

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Name:

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Name:

-----  
Name:

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Name:

**Expenditure approval**

RDC Payments-11/29/22 Pymt Run

GBLN-0048296

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**Payment method:** ACH-Total  
**Voucher:** RDCP-00012224  
**Payment date:** 11/29/2022

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<b>Vendor #</b>	<b>Name</b>	<b>Invoice #</b>	<b>Line description</b>	<b>Due date</b>	<b>Invoice amount</b>	<b>Financial dimensions</b>	<b>Purchase order</b>
V-00000019	ABONMARCHE CONSULTANTS OF IN	143229	Amendment 8-9-22	11/26/2022	\$7,150.00	429-10-102-121-431002-- PROJ00000167	PO-0005886

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# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: December 6, 2022  
FROM: Kara Boyles; Sarah Barber  
SUBJECT: Kennedy Park Improvements Budget Request

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

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

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

APPROVED       Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

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

### Purpose of Request:

This budget request is for \$186,500 to complete a 50% design plan and grant application components for the Kennedy Park Improvements project.

The design contract consists of completion of a survey, limited geotechnical and drainage investigation, conceptual planning, public outreach and preliminary engineering to 50% design for Kennedy Park to meet requirements of an Outdoor Recreation Legacy Partnership (ORLP) program grant the City of South Bend is pursuing. Proposed improvements to Kennedy Park under the ORLP grant will include, but are not limited to, park pavilions, swimming pool(s), walking paths, natural areas, recreation-specific greenspace, and other miscellaneous design components to create new and expand current recreation resources.



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: 12/1/2022  
FROM: Joseph Molnar  
SUBJECT: Second Amendment Real America

\_\_\_\_\_ 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: Extension of Contingency Date and Closing Date

Specifics: In 2021, Real America and the RDC approved an agreement to sell RDC owned real estate for the construction of affordable apartment units. The agreement gave Real America two years to receive Indiana State Tax Credits for the project. The second round of tax credits were initially scheduled to be awarded in November of 2022. However, due to the rise in interest rates, the State desired that applicants resubmit their projects with updated financial considerations in January 2023.

This extension allows Real America to apply for the tax credits in January with enough time for due diligence afterwards if awarded the tax credits.

Staff requests 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 \$ \_\_\_\_\_

**SECOND AMENDMENT TO  
REAL ESTATE PURCHASE AGREEMENT**

This SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into to be effective as of the 8th day of December, 2022, by and between South Bend Redevelopment Commission (“**Seller**”), as Seller, and RealAmerica Development, LLC, an Indiana limited liability company (“**Purchaser**”), as Purchaser.

**RECITALS**

A. Seller and Purchaser entered into that certain Real Estate Purchase Agreement, dated effective as of July 22, 2021, as amended by the First Amendment to Real Estate Purchase Agreement, dated effective as of May 26<sup>th</sup>, 2022 (the “**Agreement**”), for the purchase and sale of certain real property located in the in St. Joseph County, City of South Bend, State of Indiana as more particularly described in Exhibit A of the Agreement (the “**Real Estate**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

B. Seller and Purchaser now desire to amend the Agreement in order to provide for an extension of the Investigation, Buyer’s Contingency and Closing date thereunder and to address certain other matters, all as set forth hereunder.

**AGREEMENT**

NOW, THEREFORE, in consideration of these premises, and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. **Recitals.** The recitals set forth above, including each and every recital contained therein, are incorporated into and made a part of this Amendment as though fully set forth herein.
2. **Amendments.** The Agreement is hereby amended as follows:

a) Buyer’s Contingency of a LIHTC Reservation. The Agreement is hereby amended as necessary to provide that the third full sentence in paragraph 4 (b) shall be amended and replaced with the following:

“Buyer submitted project application on July 25, 2022. Buyer represents that IHCD expects to announce reservations (“Reservation”) in January 2023, but in no event later than March 31, 2023.”

b) Extension of Contingency Date. The Agreement is hereby amended as necessary to provide that the Contingency Date (as such term is used and defined in the Agreement) solely as it relates to matters specified in Paragraph 4 (c) of the Agreement is hereby extended until 11:59 p.m. on May 31, 2023.

c) Closing. The last full sentence of Paragraph 7 (a) of the Agreement shall be amended and replaced with the following:

“The “Closing Date” shall be August 31, 2023, or such earlier or later date as may be agreed to in writing by Seller and Buyer.”

3. **Entire Agreement; Conflict.** Except as otherwise stated herein, all other terms, conditions and agreements contained in the Agreement remain unmodified and in full force and effect. To the extent a conflict exists between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

4. **Counterparts; Electronic or Facsimile Transmission.** This Amendment may be executed in counterparts which, when combined, shall constitute one instrument. The electronic or facsimile transmission of a signed counterpart of this Amendment shall be binding upon the party whose signature is contained on the transmitted copy.

**[Signature Page Follows.]**



IN WITNESS WHEREOF, Purchaser and Seller have executed this Second Amendment to Real Property Purchase Agreement to be effective as of the date set forth above.

“PURCHASER”:

RealAmerica Development, LLC



By:

Ronda Shrewsbury, President

“SELLER”:

South Bend Redevelopment Commission

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

Marcia I. Jones, President

Attest:

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



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: Dec. 8, 2022

FROM: Caleb Bauer, Executive Director of DCI

SUBJECT: Resolution Approving Proposed Lease with South Bend Redevelopment Authority

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

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

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

APPROVED

Not Approved

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:** Authorization of Proposed Lease with South Bend Redevelopment Authority for issuance of Tax-Exempt Lease Rental Revenue Bonds, Series A, and Taxable Lease Rental Revenue Bonds, Series B

**Specifics:** The proposed lease would initiate the process of issuance of a pair of TIF-funded bonds to finance a number of Public Improvement Projects in the River West and River East TIF Districts, including:

### River East

- Lasalle Avenue Streetscape Improvements (between MLK and Eddy St)
- Phase I and Phase II of shared-use path to improve bicycle and pedestrian access between downtown and Notre Dame
- Mishawaka Avenue Streetscape Improvements (Between Longfellow and Emerson)
- Coquillard Park Splash Pad Upgrades

### River West

- Kennedy Park Funding Match for state grant program to make significant improvements to the park
- Portage-Elwood Sidewalk Project to improve pedestrian safety and activate storefronts near Portage-Elwood intersection
- Martin Luther King Jr. Dream Center park Improvements, including splashpad, playground, basketball courts
- Linden Avenue Streetscape Improvements (between College and Birdsell)
- Southeast Park improvements, including splashpad and playground resurfacing

- River Bridge Connector Pedestrian Bridge to connect trail systems across the St. Joseph River
- Walker Field and Connection to Rum Village Improvements to enhance the historic Walker Field pavilion and provide better pedestrian connection to Rum Village

The Taxable Lease Rental Revenue Bond, Series B would fund the construction of two structured parking garages and other site preparation work to support the Beacon Integrative Health and Lifestyle District, which will support more than \$350 million in private investment.

If approved, a preliminary bond resolution will go come before RDC at its Dec. 22nd meeting and then move to the South Bend Common Council.

## RESOLUTION NO. 3564

### **A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION APPROVING A PROPOSED LEASE WITH THE SOUTH BEND REDEVELOPMENT AUTHORITY RELATING TO THE RIVER EAST PROJECTS, THE RIVER WEST PROJECTS AND THE BEACON DISTRICT PROJECT, AUTHORIZING PUBLICATION OF A NOTICE OF PUBLIC HEARING IN CONNECTION THEREWITH, AND ALL MATTERS RELATED THERETO**

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

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

WHEREAS, the Commission has given consideration to undertaking local public improvement projects in the River West Area including all or any portion of the following: (i) River Bridge Connector (plus Madison) to South Bend-Notre Dame Trail which consists of Phase 3 of the trail project (the “Trail Project”) to construct a pedestrian bridge to connect the trail from the University of Notre Dame campus to the City’s downtown, and any related improvements; (ii) Linden improvements which consists of streetscape improvements in coordination with the Martin Luther King Jr. Dream Center, from College to Birdsell, including improvements for bikes and pedestrians, and any related improvements; (iii) Kennedy Park improvements which consist of natural and aquatic improvements to the existing park and any related improvements to increase accessible recreation resources on the west side of the City; (iv) South East Park improvements which consist of improvements to the park, including splashpad improvements and playground resurfacing, and any related improvements; (v) Martin Luther King Jr. Dream Center improvements which consist of exterior park redevelopment, including without limitation splashpad, playground, basketball court, other related park amenity improvements, and any related improvements; (vi) Rum Village Park Plan improvements which consist of enhancements to the historic pavilion and the Park including exterior restoration and stabilization of the fieldstones, broad arches, and courtyard, and any related improvements; and (vii) all projects related to any of the projects described in clauses (i) through and including (vi) (clauses (i) through and including (vii), collectively, the “River West Improvements”);

WHEREAS, the Commission has given consideration to undertaking additional local public improvements in the River West Area to support and provide incentives to foster the development of the Beacon Integrated Health and Lifestyle District project, said project having been awarded up to a \$11,780,000 Regional Economic Acceleration and Development Initiative grant by the South Bend-Elkhart Regional Development Authority, which local public

improvements include, without limitation, site work, construction of up to two (2) public parking garages and a skyway improvement, and any projects related to the foregoing (collectively, the “Beacon District Improvements”); and

WHEREAS, the Commission has given consideration to undertaking local public improvement projects in the River East Area including all or any portion of the following: (i) LaSalle Streetscape which consists of a road diet with a focus on bike and pedestrian improvements from Martin Luther King Boulevard to Eddy Street and any related improvements; (ii) Hill Street Trail (South Bend Avenue to LaSalle Street) which consists of Phase 2 of the Trail Project to construct a shared use path and any related improvements to improve bicycle and pedestrian facilities between the University of Notre Dame campus and the City’s downtown; (iii) South Bend Avenue (Hill Street to Notre Dame Avenue) and Hill Street Intersection which consists of Phase 1 of the Trail Project to construct a shared use path and any related improvements to improve bicycle and pedestrian facilities between the University of Notre Dame campus and the City’s downtown; (iv) Mishawaka Avenue Streetscape Improvements which consist of a road diet and improved parking from Longfellow Street to Emerson Street, storm sewer separation, and any related improvements; (v) Coquillard Splashpad which consists of upgrading the splashpad at Coquillard Park to modern health, safety, and experiential standards, and any related improvements; and (vi) all projects related to any of the projects described in clauses (i) through and including (v) (clauses (i) through and including (vi), collectively (collectively, the “River East Projects” and collectively with the River West Projects and the Beacon District Improvements, the “Projects”); and

WHEREAS, the Commission has given consideration to (i) financing the cost of funding all or any portion of the costs of the Projects and related expenses; (ii) funding a debt service reserve fund, if necessary in connection with the issuance of bonds to finance the costs of the Projects or purchasing a surety bond to satisfy a reserve requirement; and (iii) pay costs incurred in connection with the issuance of said bonds; and

WHEREAS, the Commission, being duly advised, now finds that it is in the best interests of the City and its citizens for the purpose of financing all or any portion of the costs of the Projects and other costs set forth above, to enter into negotiations with the South Bend Redevelopment Authority (the “Authority”) to enter into a lease (the “Lease”) with the Authority, as Lessee, for all or a portion of certain roads in the City as set forth at Exhibit A attached hereto in order to provide for increased redevelopment and economic development and job creation opportunities for the residents of the City; and

WHEREAS, the form of the proposed Lease has been presented to the Commission at this public meeting; and

WHEREAS, after the duly conducted public hearing, the Commission may adopt a Resolution pursuant to Section 25.2 of the Act authorizing the execution of the proposed Lease on behalf of the City if it finds that the service to be provided throughout the term of the proposed Lease will serve the public purpose of the City, is in the best interests of its residents, and that the Lease rentals provided for are fair and reasonable; and

WHEREAS, the Commission expects that the Authority will consider adoption of a resolution authorizing the issuance its lease rental revenue bonds (the “Bonds”) in one (1) or more

series for the purpose of financing all or any portion of the costs of the Projects and the other costs set forth herein;

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

SECTION 1. The Commission hereby preliminary approves the proposed Lease between the Authority and the Commission in the form presented at this public meeting. The Commission hereby sets the public hearing on the Lease for Monday, December 19, 2022, at 9:30 a.m., Room 1308 of the County-City Building, located at 227 West Jefferson Boulevard, South Bend Indiana, or at such other time and/or place as any Officer of the Commission shall determine. The Commission hereby authorizes the publication of a notice of the public hearing on the Lease pursuant to applicable Indiana law and in the form authorized by any Officer of the Commission.

SECTION 2. This Resolution shall take effect, and be in full force and effect, upon passage and approval by the Commission, in conformance with applicable law.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on December 8, 2022, in Room 1308, County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601.

**SOUTH BEND REDEVELOPMENT COMMISSION**

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

ATTEST:

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



**EXHIBIT A**

**LEASED PROPERTY**

The Leased Premises under the Lease will consist of a portion of Portage Avenue extending from the intersection of Portage Avenue and Cleveland Road to the intersection of Portage Avenue and Angela Boulevard.



LEASE AGREEMENT

between

SOUTH BEND REDEVELOPMENT AUTHORITY

LESSOR

and

SOUTH BEND  
REDEVELOPMENT COMMISSION

LESSEE

Dated as of January 1, 2023

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, made and dated as of this 1st day of January, 2023, by and between the SOUTH BEND REDEVELOPMENT AUTHORITY (the “Lessor”), a separate body corporate and politic organized and existing under the provisions of I.C. 36-7-14.5 as an instrumentality of the City of South Bend, Indiana (the “City”), and the CITY OF SOUTH BEND REDEVELOPMENT COMMISSION (the “Lessee”), the governing body of the City of South Bend, Department of Redevelopment, acting for and on behalf of the City.

### WITNESSETH:

**WHEREAS**, the City has created the Lessor under and in pursuance of the provisions of I.C. 36-7-14, I.C. 36-7-14.5 and I.C. 36-7-25 (collectively, the “Act”), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements and redevelopment and economic development projects; and

**WHEREAS**, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with the Act; and

**WHEREAS**, the Lessee is the governing body of the South Bend Department of Redevelopment and the Redevelopment District of the City (the “District”) which District is coterminous with the boundaries of the City; and

**WHEREAS**, in accordance with prior resolutions adopted by the Lessee, the Lessee has designated a certain area of the City known as the “River West Development Area” (the “Area”) as an economic development area under the Act and approved an economic development plan for the Area; and

**WHEREAS**, in accordance with prior resolutions adopted by the Lessee, the Lessee has designated a certain area of the City known as the “River East Development Area” (the “Area”) as a redevelopment area under the Act and approved a redevelopment plan for the Area; and

**WHEREAS**, the Commission has given consideration to undertaking local public improvement projects in the River West Area including all or any portion of the following: (i) River Bridge Connector (plus Madison) to South Bend-Notre Dame Trail which consists of Phase 3 of the trail project (the “Trail Project”) to construct a pedestrian bridge to connect the trail from the University of Notre Dame campus to the City’s downtown, and any related improvements; (ii) Linden improvements which consists of streetscape improvements in coordination with the Martin Luther King Jr. Dream Center, from College to Birdsell, including improvements for bikes and pedestrians, and any related improvements; (iii) Kennedy Park improvements which consist of natural and aquatic improvements to the existing park and any related improvements to increase accessible recreation resources on the west side of the City; (iv) South East Park improvements which consist of improvements to the park, including splashpad improvements and playground resurfacing, and any related improvements; (v) Martin Luther King Jr. Dream Center improvements which consist of exterior park redevelopment, including without limitation splashpad, playground, basketball court, other related park amenity improvements, and any related improvements; (vi) Rum Village Park Plan improvements which consist of enhancements to the historic pavilion and the Park including exterior restoration and stabilization of the fieldstones,

broad arches, and courtyard, and any related improvements; and (vii) all projects related to any of the projects described in clauses (i) through and including (vi) (clauses (i) through and including (vii), collectively, the “River West Improvements”);

**WHEREAS**, the Commission has given consideration to undertaking additional local public improvements in the River West Area to support and provide incentives to foster the development of the Beacon Integrated Health and Lifestyle District project, said project having been awarded up to a \$11,780,000 Regional Economic Acceleration and Development Initiative grant by the South Bend-Elkhart Regional Development Authority, which local public improvements include, without limitation, site work, construction of up to two (2) public parking garages and a skyway improvement, and any projects related to the foregoing (collectively, the “Beacon District Improvements”); and

**WHEREAS**, the Commission has given consideration to undertaking local public improvement projects in the River East Area including all or any portion of the following: (i) LaSalle Streetscape which consists of a road diet with a focus on bike and pedestrian improvements from Martin Luther King Boulevard to Eddy Street and any related improvements; (ii) Hill Street Trail (South Bend Avenue to LaSalle Street) which consists of Phase 2 of the Trail Project to construct a shared use path and any related improvements to improve bicycle and pedestrian facilities between the University of Notre Dame campus and the City’s downtown; (iii) South Bend Avenue (Hill Street to Notre Dame Avenue) and Hill Street Intersection which consists of Phase 1 of the Trail Project to construct a shared use path and any related improvements to improve bicycle and pedestrian facilities between the University of Notre Dame campus and the City’s downtown; (iv) Mishawaka Avenue Streetscape Improvements which consist of a road diet and improved parking from Longfellow Street to Emerson Street, storm sewer separation, and any related improvements; (v) Coquillard Splashpad which consists of upgrading the splashpad at Coquillard Park to modern health, safety, and experiential standards, and any related improvements; and (vi) all projects related to any of the projects described in clauses (i) through and including (v) (clauses (i) through and including (vi), collectively (collectively, the “River East Projects” and collectively with the River West Projects and the Beacon District Improvements, the “Projects”); and

**WHEREAS**, the Projects will foster economic development and redevelopment and improved employment opportunities throughout the District, including the River West Area and the River East Area; and

**WHEREAS**, the City, the Lessor, and the Lessee seek to provide a means to finance the all or any portion of the costs of the Projects; and

**WHEREAS**, the Act authorizes the Lessor to issue bonds for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating local public improvements; and

**WHEREAS**, the costs related to acquiring an interest in the property described on Exhibit A hereto by the Authority (the “Leased Premises”) and completing the Projects will be paid from proceeds of bonds to be issued by the Lessor in one (1) or more series; and

**WHEREAS**, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to pay debt service on and other necessary incidental expenses of the Authority

relating to the Bonds to be issued by the Lessor to finance the acquisition of the Leased Premises and pay a portion of the costs of the Projects; and

**WHEREAS**, the Lessor has acquired or will acquire an interest in the Leased Premises described on Exhibit A hereto and such interest shall be for a term no less than the term of this Lease; and

**WHEREAS**, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to I.C. § 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that completion of the Projects will serve the public purpose of the City and are in the best interests of its residents, and the Common Council of the City (the “Common Council”) has, by resolution, approved this Lease in accordance with the provisions of Section 25.2 of the Act, and the Resolution has been entered in the official records of the Common Council; and

**WHEREAS**, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary, that the Projects will serve the public purpose of the City and are in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by Resolution, and the Resolution has been entered in the official records of the Lessor.

**THIS AGREEMENT WITNESSETH THAT:**

1. **Premises, Term and Warranty.** The Lessor does hereby lease, demise and let to Lessee all of the Lessor’s right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date the Lessor acquires an interest in any of the Leased Premises and ending on the day prior to a date not later than twenty (20) years after such date of acquisition by the Lessor. Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase all of the Leased Premises pursuant to Section 11 hereof and the payment of the option price, or (b) the payment or defeasance of all obligations issued by the Lessor and secured by this Lease or any portion thereof; provided that no bonds or other obligations of the Lessor issued to finance the Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, including, but not limited to the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

2. **Lease Rental.** (a) **Fixed Rental Payments.** The Lessee agrees to pay rental for the Leased Premises at an annual rate per year during the term of the Lease not to exceed Ten Million Five Hundred Thousand Dollars (\$10,500,000), payable in semi-annual installments. Each

such semi-annual installment, payable as hereinafter described, shall be based on the value of the Leased Premises, together with that portion of the Project which is complete and ready for use by the Lessee at the time such semi-annual installment is made. Such rental shall be payable in advance in semi-annual installments on January 15 and July 15 of each year, with the first rental installment due no earlier than July 15, 2023. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease.

After the sale of the Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on August 1, rounded up to the next One Thousand Dollars (\$1,000), together with incidental costs in each year in an amount to be determined at the time the Bonds are sold for the purpose of paying annual trustee fees and related costs, payable in advance in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Leased Premises at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

(b) **Additional Rental Payments.** (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises (“Additional Rentals”) the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds (“Code”), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may, by Resolution, pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) **Source of Payment of Rentals.** The annual rentals set forth in Section 2(a) hereof and the Additional Rentals shall be payable solely from the 2023 Improvements Principal and Interest Account of the Redevelopment District Bond Fund (the “Bond Fund”). The Lessee may

pay the annual rentals and the Additional Rentals, or any other amounts due hereunder, from any other revenues legally available to the Lessee; provided, however, the Lessee shall be under no obligation to pay any annual rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the revenues deposited into the Bond Fund.

3. **Payment of Rentals.** All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as Trustee (“Trustee”) under the Trust Indenture between it and the Lessor (“Indenture”), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. **Abatement of Rent; Substitution.** If any part of the Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use by the Lessee, it shall then be the obligation of the Lessor to restore and reconstruct that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or reconstruction more than the condemnation proceeds received by the Lessor.

If any part of the Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds. In the event that all or a portion of the Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Lessor and the Lessee shall amend the Lease to add to and/or replace a portion of the Leased Premises to the extent necessary to provide for available Leased Premises with a value supporting rental payments under the Lease sufficient to pay when due all principal of and interest on outstanding Bonds.

5. **Maintenance, Alterations and Repairs.** The Lessee may enter into agreements with one (1) or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. **Insurance.** During the full term of this Lease, the Lessee shall, at its own expense, keep in effect public liability insurance in amounts customarily carried for similar properties. Such

insurance may be provided under the public liability self-insurance program of the City. Additionally, notwithstanding anything in this Lease to the contrary, Lessee does not waive any governmental immunity or liability limitations available to it under Indiana law.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. **Eminent Domain**. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one (1) or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. **General Covenant.** The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described, without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

9. **Tax Covenants.** In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that neither the Lessor nor the Lessee will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which will cause any of the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Lease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All Officers, Members, Employees and Agents of the Lessor and the Lessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor and the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessee evidencing the Lessor’s and the Lessee’s commitments made herein. In particular, all or any Members or Officers of the Lessor and the Lessee are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessee on the date the Bonds are issued and the commitments made by the Lessor and the Lessee herein regarding the amount and use of the proceeds of the Bonds.

Notwithstanding any other provisions hereof, the foregoing covenants and authorizations (the “Tax Sections”) which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the “Tax Exemption”) need not be complied with if the Lessee receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

10. **Option to Renew.** The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.



11. **Option to Purchase.** The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of any such indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Leased Premises, or any portion thereof, including, but not limited to all indebtedness incurred on account of the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises, or any portion thereof as set forth above, by the Lessee or conveyance of the Leased Premises, or any portion thereof as set forth above, to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or any portion thereof as set forth above, or under any obligation respecting the creditors, members or security holders of the Lessor.

12. **Transfer to Lessee.** If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

13. **Defaults.** If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. **Notices.** Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: South Bend Redevelopment Authority, Attention: President, c/o Department of Community Investment, 227 West Jefferson Blvd., Suite 14005, South Bend, Indiana; (b) to Lessee: South Bend Redevelopment Commission, Attention: President, c/o Department of Community Investment, 227 West Jefferson Blvd., Suite 14005, South Bend, Indiana.

The Lessor, the Lessee and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. **Successors or Assigns.** All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

16. **Construction of Covenants.** The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

**LESSOR:**

**SOUTH BEND REDEVELOPMENT  
AUTHORITY**

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

**LESSEE:**

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

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to be the President and Secretary-Treasurer, respectively, of the South Bend Redevelopment Authority (the “Authority”), and acknowledged the execution of the foregoing Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_



EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All of the City's interest in all or a portion of the Leased Premises which consists of Portage Avenue from its intersection with Cleveland Road to its intersection with Angela Boulevard and which comprise the Leased Premises to be acquired by the Lessor, as more particularly described below:

[The legal description will be included here for the Leased Premises prior to recording.]

EXHIBIT B

**ADDENDUM TO LEASE BETWEEN SOUTH BEND REDEVELOPMENT  
AUTHORITY, LESSOR AND SOUTH BEND REDEVELOPMENT COMMISSION,  
LESSEE**

**THIS ADDENDUM** (this “Addendum”), entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between South Bend Redevelopment Authority (the “Lessor”), and South Bend Redevelopment Commission (the “Lessee”);

**WITNESSETH:**

**WHEREAS**, the Lessor entered into a lease with the Lessee dated as of January 1, 2023 (the “Lease”); and

**WHEREAS**, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

**NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED** by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

**LESSOR**

**LESSEE**

**SOUTH BEND REDEVELOPMENT  
AUTHORITY**

**SOUTH BEND REDEVELOPMENT  
COMMISSION**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Secretary

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Randolph R. Rompola

This instrument was prepared by Randolph R. Rompola Barnes & Thornburg LLP,  
100 North Michigan, Suite 700, South Bend, Indiana 46601.

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

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to be the President and Secretary-Treasurer, respectively, of the South Bend Redevelopment Authority (the “Authority”), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_



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

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to be the President and Secretary, respectively, of the South Bend Redevelopment Commission (the “Commission”), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Seal)

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission expires:

My county of residence is:

\_\_\_\_\_

\_\_\_\_\_

Appendix I to Addendum to Lease

Adjusted Rental Schedule

Payment <u>Date</u>	Total <u>Rental Payment</u>
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