



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, June 8, 2023 – 9:30 a.m.

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

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, May 25, 2023

3. Approval of Claims

- A. Claims Allowance 5.23.23

4. Old Business

- A. None

5. New Business

A. River West Development Area

- 1. Resolution No. 3575 (Disposition Offering Price 1202 S Lafayette)
- 2. Approval of Bid Specifications (1202 S Lafayette)
- 3. Request to Advertise (1202 S Lafayette)

B. Redevelopment General Fund (Pokagon)

- 1. Budget Request (Digital Storefront Program)
- 2. Budget Request (Cultivate Culinary)

C. Administrative

- 1. Resolution No. 3574 (Determining Tax Increment to be Collected 2024)

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, June 22, 2023, 9:30 am



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

**SOUTH BEND REDEVELOPMENT COMMISSION
 SCHEDULED REGULAR MEETING**

May 25, 2023 – 9:30 am

<https://tinyurl.com/RedevelopmentCommission> or **BPW 13th Floor**

Presiding: Marcia Jones, President

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

1. ROLL CALL

Members Present:	Marcia Jones, President – IP Troy Warner, Vice-President – IP Vivian Sallie, Secretary - IP Eli Wax, Commissioner - IP David Relos, Commissioner – IP	IP = In Person V = Virtual
Members Absent:	Leslie Wesley, Commissioner - V	
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell, Asst. City Attorney	
Redevelopment Staff:	Mary Brazinsky, Board Secretary Joseph Molnar, RDC Staff	
Others Present:	Caleb Bauer Erik Glavich Tim Corcoran Rosa Tomas Charlotte Brach Zach Hurst Leslie Biek Mark Neal Kris Priemer Jordan Smith	DCI DCI DCI DCI Engineering Engineering Engineering Momentum Momentum SB Tribune

2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, May 11, 2023**

Upon a motion by Secretary Sallie, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, May 11, 2023.

3. Approval of Claims

A. Claims Allowance 5.16.23

Upon a motion by Commissioner Relos, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved the claims allowance of May 16, 2023.

4. Old Business

5. New Business

A. River West Development Area

1. Temporary Access Agreement (Salvation Army Parking Lots)

Joseph Molnar Presented a Temporary Access Agreement (Salvation Army Parking Lots). This agreement is with Momentum Development Group. At the last meeting RDC approved a purchase agreement for the building itself in the amount of \$1,000. That agreement included a \$6M minimum investment in improvements to the building making it a larger mixed-use, office, and commissary kitchen space. The developers wanted to access the building as soon as possible. The attached access agreement will let them have access to the parking lots until December 31, 2024. Commission approval is requested.

Upon a motion by Commissioner Wax, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved Temporary Access Agreement (Salvation Army Parking Logs) submitted on Thursday, May 25, 2023.

2. Real Estate Option Agreement (Salvation Army Parking Lots)

Joe Molnar Presented a Real Estate Option Agreement (Salvation Army Parking Lots). At the last meeting RDC approved a purchase agreement for the building itself in the amount of \$1,000. That agreement included a \$6M minimum investment in improvements to the building making it a larger mixed-use, office, and commissary kitchen space. The Real Estate Option Agreement gives the developer an option to purchase the lots by December 31, 2024. The developer will pay us an additional \$1,000 for this option if they choose to purchase. Momentum plans a community kitchen, retail space and office space.

South Bend Redevelopment Commission Regular Meeting – May 25, 2023

Caleb Bauer noted that we would plan to take a real property tax abatement to the Common Council related to this project and would plan to return to the Redevelopment Commission with a Development Agreement that would look at improvements to the parking lot in support to both this project and Soma Lofts projects.

Commissioner Relos asked if Momentum is expecting to keep the parking lots as is between the two buildings.

Mark Neal, developer for Momentum noted that the plan is to maximize the parking capacity for all of the parcels, should we purchase all of the lots. They would reserve space in the southeast corner of the building to present an outdoor patio as a venue or a rental space. They would ensure that there is sufficient parking for both of the buildings. Probably a third of it is grass and taking all of that into parking will give us sufficient parking for both buildings. We would abut the alley.

They have not worked through the alley portion as of yet. They are in discussions with the DCI planning team on the access points of entry to be sure they are sufficient. Right now, they are focused on due diligence to be sure purchasing the building will be easy and hopefully complete in thirty days. They think that the final inspection will be pretty straightforward with the parking lot requiring some coordination. They are working with the city first to be sure utilities are in order. They are expecting to use a portion of dollars from the Readi program for some of the improvements.

Commissioner Relos asked if the lot to the east is still privately owned.

Mr. Neal noted that they did purchase that lot from Transpo and will help with the redevelopment of this building. The expectation is that the drainage requirements for the Soma property will utilize that lot. The cost of construction is challenging. They are really focusing on entrepreneurs/co-working hub. They are hoping that most of the residents of Soma would in fact be members of Momentum. The idea is that those who have vehicles would utilize the parking spaces.

Upon a motion by Commissioner Wax, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved Real Estate Option Agreement (Salvation Army Parking Lots) submitted on Thursday, May 25, 2023.

- 3. Property Transfer RDC to BPW (Resolution No. 3573 – 900 S. Franklin)**
Joe Molnar Presented a Property Transfer RDC to BPW (Resolution No. 3573 – 900 S. Franklin). This property transfer from the Redevelopment Commission to Board of Public Works is for land located at Lafayette and Sample off of Franklin. A few months ago, the RDC put out a request for proposals on this parcel. One of the more interesting proposals was from Advantix Development Corporation out of Evansville; they had submitted a number of parcels but through negotiations with them we did not feel that their product fit what we were looking for. We have been continuously working with them and have identified that they want to apply for scattered sites like this for low-income housing tax credit applications for

South Bend Redevelopment Commission Regular Meeting – May 25, 2023

residential properties that the Board of Public Works owns.

Advantix did want to use one large scale property in addition to the scattered sites approach to try to keep costs down. As mentioned, all of the other properties are owned by the Board of Public Works except for this one. This property was identified as a possible site for twelve townhomes. Some of these will go through council for rezoning. It is zoned as Industrial right now. This document is to transfer the property to the Board of Public Works.

We believe that this project will score very highly, however, if it does not, we would like to give them two years to try. If it does not work, we will petition to return the land back to RDC from BPW. They also agree that the site is quite large and admit they would not need all of it. If they are awarded, they have agreed that they will give up some of the more southern land to be developed in the future. Part of the LIHTC application would be to build come type of Community Center that would be an addition to this land.

Caleb Bauer noted that there was a first reading filed for rezoning of twenty-one parcels around the city. All of those are related to LIHTC applications we are supporting. Advantix and one other one with KCG. Those will be coming up the second meeting in June. We will be at committee for those meetings.

Commissioner Wax asked if the LIHTC applications is for all thirty-nine parcels.

Mr. Bauer replied there would be two applications that the city is supporting one is for Advantix scattered sites thirty-nine parcels. KCG is a more standard LIHTC application with one larger multi-family complex.

Vice-President Warner asked where that will be located.

Mr. Bauer stated that it is Lafayette and Stahl across from the Transpo Depot.

Mr. Molnar stated that agreement is coming through RDC at a later date.

Commissioner Wax asked how many units.

Mr. Bauer replied fifteen.

Commissioner Wax asked where the rest of the scattered sites would be and is the plan to turn single family into duplexes?

Mr. Bauer noted that Advantix is working on the full profile, and we hope to have that rezoned. Generally, it will be thirty-nine sites in which nineteen will be single family homes, approximately twenty potential duplexes/triplexes and the rest quadplex. These will be middle density size developments.

South Bend Redevelopment Commission Regular Meeting – May 25, 2023

Mr. Molnar stated that Advantix is very good and is writing a competitive application and looking at some blighted properties that the city owns. Those will be more single family and tax sale properties. Advantix is planning on attending a neighborhood meeting in the NNN which is where a large portion of the properties are located.

Commissioner Relos asked if the alley at the 900 location ever became vacated.

Mr. Molnar noted he saw some paperwork on that. He noted that the good thing about LIHTC is that the process will take until next summer so if there is anything to clean up between now and then we can do that.

Upon a motion by Commissioner Relos, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved Property Transfer RDC to BPW (Resolution No. 3573 – 900 S. Franklin) submitted on Thursday, May 25, 2023.

4. Third Amendment to Real Estate Purchase Agreement (Diamond View Apartments).

Joe Molnar Presented a Third Amendment to Real Estate Purchase Agreement (Diamond View Apartments). In 2021 RealAmerica applied for a LIHTC award, and that project was approved. This will consist of sixty affordable housing units. Due to the state's delay in the awarding of the project, the closing date has been altered. Earlier this year we asked for a second amendment to extend the time period. This third amendment is just extending the agreement for the closing date. This will allow for RealAmerica to finish their due diligence and environmental work. We hope the project starts next year.

Commissioner Wax asked if we knew when the project will be completed.

Mr. Molnar stated thirty-six months after the closing. He feels that they want to move quicker once construction starts depending on construction.

Commissioner Wax how many units.

Mr. Molnar stated sixty affordable (LIHTC award), sixty market rates and potentially seven townhomes totaling one hundred twenty-seven units.

Commissioner Relos asked if they are planning on building the entire site except for the east corner.

Mr. Molnar states that is correct.

Upon a motion by Commissioner Wax, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved Third Amendment to Real Estate Purchase Agreement (Diamond View Apartments) submitted on Thursday, May 25, 2023.

6. Progress Reports

A. Tax Abatement

1. Erik Glavich stated that at the Common Council meeting the Council approved a declaratory resolution (four years) for a new Burton's Laundry at 521 N William Street.

B. Common Council

C. Other

1. Caleb Bauer noted that the St. Joseph County Redevelopment Commission approved a tax abatement for General Motors related to the battery plant west on Indiana 2. We hope to hear final word from Samsung and GM in the next few weeks. Our Commission should not be involved in any approvals, however, the city will be involved as providing utilities. There will be approximately 1,800 jobs with a potential of 1,000 construction jobs.
2. Vice-President Warner commended Mr. Bauer, Mr. Molnar, and team on the scattered site RFP process. He stated that thirty-nine lots far exceeded his expectation of what he thought would happen. There were a lot of eyebrows raised when they kept having first readings at council for rezoning, but he wants to be sure that recognition is given.
3. Mr. Bauer states that kudos for the RFP's goes to the planning team and Tim Corcoran and Joe Molar working on these. Hopefully we have more to share in the near future.

7. Next Commission Meeting:

Thursday, June 8, 2023

8. Adjournment

Thursday, May 11, 2023, 9:58 a.m.

Vivian Sallie, Secretary

Marcia Jones, President



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

To: South Bend Redevelopment Commission
From: Kyle Willis, City Controller
Date: Tuesday, May 23, 2023

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-0057110	\$1,322,030.50
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$1,322,030.50</u>

Kyle Willis

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

\$ 1,322,030.50

South Bend Redevelopment Commission

By: _____
Name:

Date:

Attest: _____
Name:

Expenditure approval

RDC Payments-5/23/23 Pymt Run

GBLN-0057110

Payment method: CHK-Total
Voucher: RDCP-00016620
Payment date: 5/23/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000618	FORUM ARCHITECTS LLC	2212805	MarMain Roof PSA	5/30/2023	\$797.50	324-10-102-121-443001-- PROJ00000372	PO-0020013

Payment method: CHK-Total
Voucher: RDCP-00016621
Payment date: 5/23/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000982	LAWSON- FISHER ASSOCIATES	202018202220942	Olive Street Reconstruction Phase 2	11/30/2022	\$187.77	324-10-102-121-431002-- PROJ00000059	PO-0006602
V-00000982	LAWSON- FISHER ASSOCIATES	202018202220652	Olive Street Reconstruction Phase 2	7/30/2022	\$4,238.89	324-10-102-121-431002-- PROJ00000059	PO-0006602
V-00000982	LAWSON- FISHER ASSOCIATES	202018202220942	Olive Street Reconstruction Phase 2	11/30/2022	\$187.77	324-10-102-121-431002-- PROJ00000059	PO-0006602
V-00000982	LAWSON- FISHER ASSOCIATES	202018202220652	Olive Street Reconstruction Phase 2	7/30/2022	\$4,238.89	324-10-102-121-431002-- PROJ00000059	PO-0006602
V-00000982	LAWSON- FISHER ASSOCIATES	202109002211266	Coal Line Trail - Construction Inspection Services	1/30/2023	\$158,046.20	324-10-102-121-444000-- PROJ00000018	PO-0008430
V-00000982	LAWSON- FISHER ASSOCIATES	202109002211266	Coal Line Trail - Construction Inspection Services	1/30/2023	(\$126,197.43)	324-10-102-121-444000-- PROJ00000018	PO-0008430
V-00000982	LAWSON- FISHER ASSOCIATES	202018202220652	NAICS	7/30/2022	(\$4,238.89)	324-10-102-121-431002--	
V-00000982	LAWSON- FISHER ASSOCIATES	20201820222094	NAICS	11/30/2022	(\$187.77)	324-10-102-121-431002--	

Payment method: CHK-Total
Voucher: RDCP-00016622
Payment date: 5/23/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001411	RIETH RILEY CONSTRUCTIO N	Application 1	121-073 Campeau Street	6/2/2023	\$821,551.76	429-10-102-121-442001-- PROJ00000167	PO-0020079

Payment method: CHK-Total
Voucher: RDCP-00016623
Payment date: 5/23/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001875	ZIOLKOWSKI CONSTRUCTIO N	APP #22	Public Works Construction	5/30/2023	\$359,628.51	429-10-102-121-444000-- PROJ00000079	PO-0006342

Payment method: ACH-Total
Voucher: RDCP-00016624
Payment date: 5/23/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001933	LYNN WETZEL	88	Commuter's Trust Prof Svs	5/26/2023	\$3,403.90	433-10-102-123-439300-- PROJ00000383	PO-0021586

Payment method: CHK-Total
Voucher: RDCP-00016626
Payment date: 5/23/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00008551	Engineering Resources, Inc.	577603	Pure Green Farms PSA	6/2/2023	\$1,000.00	324-10-102-121-431002-- PROJ00000211	PO-0018948
V-00008551	Engineering Resources, Inc.	577603	Change Order #1	6/2/2023	\$12,000.00	324-10-102-121-444000-- PROJ00000211	PO-0018948

Payment method: CHK-Total

Voucher: RDCP-00016627
Payment date: 5/23/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00003153	St Joseph County	71C012212PL0002 57	Fair Market Value of South WTP Easement	5/23/2023	\$58,830.00	430-10-102-121-431001-- PROJ00000091	PO-0023816

Payment method: CHK-Single
Voucher: RDCP-00016628
Payment date: 5/23/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00003153	St Joseph County	71C012212000257	Court-appointed appraisers' report and invoice.	5/23/2023	\$19,500.00	430-10-102-121-431001-- PROJ00000091	PO-0023815

Payment method: ACH-Total
Voucher: RDCP-00016814
Payment date: 5/23/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001496	SHIVE HATTERY INC	21722018705	Fire Station 8 Final Design	5/27/2023	\$9,043.40	430-10-102-121-431002-- PROJ00000355	PO-0021515



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 06/2/23
FROM: Joseph Molnar
SUBJECT: Establishing Offering Price

_____ 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: Establishing Offering Price
1202 S. Lafayette

Specifics: Attached is a resolution establishing the offering price of property in the River West Development Area for the disposition of property at 1202 S. Lafayette. The property has been vacant for a number of years.

The minimum offering price of \$32,700 is the average of two appraisals by qualified, independent, professional real estate appraisers.

Staff requests approval of the offering price for the eventual disposition of these properties.

INTERNAL USE ONLY: Project Code: _____;

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

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

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

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ Going to BPW for Contracting? Y/N

Is this item ready to encumber now? ____ Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

RESOLUTION NO. 3575

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT
COMMISSION ESTABLISHING THE OFFERING PRICE OF
PROPERTY IN THE RIVER WEST DEVELOPMENT AREA**

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

WHEREAS, the Commission may dispose of real property in accordance with Section 22 of the Act; and

WHEREAS, the real property identified at Exhibit A attached hereto and incorporated herein (the "Property") has been appraised by two qualified, independent, professional real estate appraisers and a written and signed copy of their appraisals is contained in the Commission's files; and

WHEREAS, each such appraisal has been reviewed by a qualified Redevelopment staff person, and no corrections, revisions, or additions were requested by such reviewer.

NOW, THEREFORE, BE IT RESOLVED by the Commission, pursuant to Section 22 of the Act, that based upon such appraisals, the offering price of the Property described at Exhibit A is hereby established as stated therein, which amount is not less than the average of the two appraisals, and all documentation related to such determination is contained in the Commission's files.

IT IS FURTHER RESOLVED that all notices and other actions required by Section 22 of the Act be performed in order to effectuate the disposal of the Property.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on June 8, 2023, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Vivian Sallie, Secretary

**EXHIBIT A
TO RESOLUTION NO. 3575**

Property	Size	Minimum Offering Price	Proposed Use
<p>1202 S. Lafayette</p> <p>018-8004-0164</p> <p>018-8004-0162</p>	<p>Site:</p> <p>39,500 SF +/-</p>	<p style="text-align: center;"><u>\$32,700</u></p>	<p>Projects that are permitted within the U3 Urban Neighborhood 3 zoning designation.</p> <p>Strong emphasis will be placed during the review process on compatibility with and support of the goals and objectives of the River West Development Area and the surrounding businesses and neighborhood.</p>



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 06/2/23
FROM: Joseph Molnar
SUBJECT: Approval of Bid Specifications 1202 Lafayette

_____ 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: Approval of Bid Specifications and Design Considerations
1202 S. Lafayette

Specifics: Attached are the Bid Specifications and Design Considerations for the disposition of property at 1202 S. Lafayette. The property has remained vacant for a number of years.

The Bid Specifications outline the uses and development requirements that will be considered for this site.

Staff requests approval of the Bid Specifications and Design Considerations for the eventual disposition of this property.

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

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

Bid Specifications & Design Considerations

**Sale of Redevelopment Owned Property
1202 S. Lafayette
River West Development Area**

1. All of the provisions of I.C. 36-7-14-22 will apply to the bidding process.
2. All offers must meet the minimum price listed on the Offering Sheet (page 7).
3. Proposals for redevelopment are required to be for projects that are permitted within the U3 Urban Neighborhood 3 zoning designation. All proposals must conform to the existing zoning provisions as outlined in the South Bend Zoning Ordinance Title 21 of the City of South Bend Municipal Code.

Proposals for the reuse of the property must include a basic reuse plan for the site and a project timeline detailing aspects of the site redevelopment and site improvements. During the review process, emphasis will be placed on compatibility with and support of the goals and objectives of the surrounding businesses and neighborhood and the Development Plan for the River West Development Area.

4. Bidders are prohibited from the use of the property for speculation or land-holding purposes.
5. All other provisions of the River West Development Area Development Plan must be met.

Proposal Documents and Forms for Property Disposition

City of South Bend
Redevelopment Commission

1202 S. Lafayette
River West Development Area

City of South Bend

James Mueller
Mayor

Caleb Bauer
Executive Director
Department of Community Investment

Sandra Kennedy
Corporation Counsel

Redevelopment Commission

Marcia Jones
President

Troy Warner
Vice-President

Vivian Sallie
Secretary

Eli Wax
Member

David Relos
Member

Bidding Expires at 9:00 a.m. (local time) on- July 13, 2023

Index of Documents

Proposal Documents

1.	Instructions to Applicants	2
2.	Offering Sheet	7
3.	Property Tax Number(s)	8
4.	Disposition Property Map	9
5.	Bid Specifications & Design Considerations	10
6.	Legal Notice	11
7.	Resolution Regarding Prevailing Wage Rates	12

Proposal Forms

1.	Proposal	1
2.	Statement of Qualifications and Financial Responsibility	3
3.	Statement for Public Disclosure	7
4.	Affidavit of Non-Collusion	9

Instructions to Applicants

The South Bend Redevelopment Commission (“Commission”) invites proposals for the purchase and re-use of certain real property located at 1202 S. Lafayette Blvd., within the River West Development Area, South Bend, Indiana.

The Proposal Documents provide Applicants with essential information regarding the Disposition process and the Project Site. Each Applicant should read this information thoroughly before submitting a proposal to the Commission. The Proposal Forms are required as part of any proposal submitted for the purchase of Commission-owned land. All Forms must be complete. The Commission may reject any proposal submitted with incomplete or missing information.

Evaluation Criteria

The Commission may use the following criteria to guide its review and acceptance or denial of a proposal:

- The degree to which the Applicant’s proposal meets the objectives of the Development Plan for the River West Development Area prepared by the Department of Community Investment and approved by the Commission, the South Bend Plan Commission, and the Common Council; and the surrounding businesses and neighborhood.
- The use of the improvements proposed to be made by the Applicant on the real property; the Applicant's plans and ability to implement the re-use of the real estate with reasonable promptness; whether the real property will be sold or rented; the Applicant's proposed sale or rental prices; and any factors which will assure the Commission that the sale, if made, will further the execution of the River West Development Plan and will best serve the interest of the community, from the standpoint of both human and economic welfare.
- The financial responsibility, qualifications, experience and ability of the Applicant to finance and complete the development.
- The proposal which will provide the Commission with the best possible development, based upon the price offered for the property and consistent with the preceding objectives.
- Any conflict among these criteria will be reconciled to the best interest of the Development Area and the City of South Bend, as determined by the Commission.

Disposition Process

Bidding

All bids for the purchase and re-use of certain property in the River West Development Area must be delivered to the Department of Community Investment (“Department”), located at:

1400 S. County-City Building
227 West Jefferson Boulevard
South Bend, Indiana 46601

on or before 9:00 a.m. (local time) on the July 13, 2023. All proposals will be opened and made public at a public meeting of the South Bend Redevelopment Commission, held at 9:30 a.m. (local time) on the July 13, 2023 at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601, or in the event of cancellation or rescheduling, at the Redevelopment Commission’s subsequent regular meeting or rescheduled regular meeting held at a time and place given by public notice.

Proposals with completed forms and without any missing information will be reviewed by the Commission according to the Evaluation Criteria as stated above. The Commission reserves the right to reject any bid and may make awards to the highest and best bidder. Notice of acceptance or rejection will be mailed to each of the bidders via US Mail to the address stated on the Proposal Forms.

All offers will be subject to the requirements of the *Contract for Sale of Land* as referenced on Page 6.

After the Bidding Period

Once the bidding period has expired, proposals may be made to the Commission for the remaining property available, if any.

All Applicants should familiarize themselves with the Proposal Forms and any proposal submitted after the bidding period has expired shall be completed utilizing the Proposal Forms. Proposals after the termination of the bidding period are to be submitted to the Department for review and consideration. The Commission will review proposals based upon the Evaluation Criteria as stated above. The Commission reserves the right to reject any proposal. Notice of acceptance or rejection will be mailed to each of the Applicants via US Mail to the address as stated on the Proposal Forms.

Proposals

All proposals must be complete and include the information and documentation requested in the Proposal Forms. Proposals that are submitted with incomplete or missing information will not be accepted. Applicant must use the Proposal Forms as provided by the Department.

Proposal Forms

The Proposal Forms must be complete before the Commission will review the proposal. The first and second pages of the Proposal Forms describe the Applicant's offer for the real property. Applicants shall fill in all applicable spaces and sign accordingly.

Each Applicant shall submit the following as part of the Applicant's proposed offer:

➤ ***Narrative Description***

(Proposal Forms, page 1)

A Narrative Description of the Applicant's proposed development project for the real property must be submitted as part of the proposal. The Narrative Description should note the exact nature, character and use of the proposed improvements. Maps, plans and drawings shall be included to clearly indicate the location, size, materials, style of structures, parking lots, and other improvements. All proposed improvements and uses must conform to the Bid Specifications and Design Considerations and the River West Development Area Development Plan. The maps, plans and drawings as submitted will be examined by the Commission to determine whether, in the Commission's sole opinion, the Applicant's proposal conforms to the Bid Specifications and the River West Development Plan. The Commission may reject any offer which does not conform to said Specifications, Guidelines and/or Plan.

➤ ***Proposed Site Plan***

(Proposal Forms, page 1)

All Applicants must submit a site plan for the real property on which the Applicant has made an offer. This site plan should be included as Exhibit "A" of the proposal. If the Applicant's proposal is accepted, the Applicant will be required to formalize the site plan with Commission Staff as part of the final documentation.

➤ ***Faithful Performance Guaranty***

(Proposal Forms, page 2)

All proposals must be submitted with a Faithful Performance Guaranty in an amount not less than 10% of the total purchase price offered for the property. The Faithful Performance Guaranty will secure the execution of the Contract and the development of the proposed improvements. The Faithful Performance Guaranty may be in the form of a certified or cashier's check or other security as approved by the Department. No offer will be considered unless it is accompanied by the required guaranty. All checks should be made payable to the *City of South Bend, Department of Community Investment.*

Except as otherwise herein noted, the Faithful Performance Guaranty of all unsuccessful Applicants will be returned as soon as practicable after notice of rejection.

The Faithful Performance Guaranty will be refunded to the successful Applicant at such time that the Commission deems that Applicant has completed all improvements to the real property, as proposed, and the Commission has issued a Certificate of Completion evidencing same.

➤ ***Statement of Qualifications and Financial Responsibility***

(Proposal Forms, pages 3-6)

The Commission shall have the right to make such investigations as it deems necessary to determine the ability of the Applicant to perform the obligations of the proposed offer. The Commission reserves the right to reject any proposed offer where the evidence or information does not satisfy the Commission that the Applicant is qualified to properly carry out the obligations of the proposed offer, or where the Applicant refuses to cooperate or assist the Commission in making such investigation.

➤ ***Statement for Public Disclosure***

(Proposal Forms, pages 7-8)

The Commission shall have the right to make such investigations as it deems necessary to determine the completeness of the Applicant's disclosure. The Commission reserves the right to reject any proposed offer where the available evidence or information does not satisfy the Commission that the Applicant has made a full disclosure, or where the Applicant refuses to cooperate and assist the Commission in making such investigation, or the Commission otherwise determines said Statement to be unsatisfactory.

➤ ***Affidavit of Non-Collusion***

(Proposal Forms, page 9)

The form of Affidavit of Non-Collusion is included in the Proposal Forms, and the Applicant must use the form provided. The Affidavit is to the effect that the Applicant has not colluded, conspired, connived, or agreed with any other Applicant or person, firm or corporation in regard to any offer submitted to the Commission. The failure of any Applicant to submit the Affidavit of Non-Collusion shall be cause for rejection of the offer.

➤ ***Corrections***

Erasures or other changes to the Proposal Forms must be explained or noted over the signature of the Applicant.

➤ ***Withdrawal of Proposals***

Proposals submitted prior to the scheduled public opening of the bids may be withdrawn upon written request of the Applicant if such request is received by the Department not less than twenty-four (24) hours prior to said public opening. Unopened bids will be returned promptly.

Commission's Rights

The Commission reserves the right to accept or reject any or all proposals and to waive any

formalities in bidding which are not mandatory requirements.

Execution of Contract

Upon award of the bid by the Commission, the successful Applicant shall enter into a Contract for Sale of Land with the Commission for the purchase and development of said property within 30 days of notice of acceptance. The Contract for Sale of Land will provide for the conveyance of the property therein purchased by quit-claim deed, together with title insurance policy showing good and merchantable title, upon payment of the full purchase price.

Additional Information

For further information as to the disposition program of the South Bend Redevelopment Commission, and to inquire about touring the property in advance of bidding, interested parties should contact the following staff member:

Joseph Molnar
Property Development Manager
1400 S. County-City Building
227 West Jefferson Boulevard
South Bend, Indiana 46601
(574) 245-6052 (Office Phone)
jrmolnar@southbendin.gov

Offering Sheet

Property	Size	Minimum Offering Price	Proposed Re-Use
<p>1202 S. Lafayette</p> <p>018-8004-0164</p> <p>018-8004-0162</p> <p>(see map on page 9)</p>	<p>Site:</p> <p>39,500 SF +-</p>	<p style="text-align: center;"><u>\$XX</u></p>	<p>Projects that are permitted within the U3 Urban Neighborhood 3 zoning designation.</p> <p>Strong emphasis will be placed during the review process on compatibility with and support of the goals and objectives of the River West Development Area and the surrounding businesses and neighborhood.</p>

Property Tax Identification Numbers

018-8004-0164

018-8004-0162

Disposition Property Map



Bid Specifications & Design Considerations

**Sale of Redevelopment Owned Property
1202 S. Lafayette
River West Development Area**

1. All of the provisions of I.C. 36-7-14-22 will apply to the bidding process.
2. All offers must meet the minimum price listed on the Offering Sheet (page 7).
3. Proposals for redevelopment are required to be for projects that are permitted within the U3 Urban Neighborhood 3 zoning designation. All proposals must conform to the existing zoning provisions as outlined in the South Bend Zoning Ordinance Title 21 of the City of South Bend Municipal Code.

Proposals for the reuse of the property must include a basic reuse plan for the site and a project timeline detailing aspects of the site redevelopment and site improvements. During the review process, emphasis will be placed on compatibility with and support of the goals and objectives of the surrounding businesses and neighborhood and the Development Plan for the River West Development Area.

4. Bidders are prohibited from the use of the property for speculation or land-holding purposes.
5. All other provisions of the River West Development Area Development Plan must be met.

Notice of Intended Disposition of Property

RIVER WEST DEVELOPMENT AREA
1202 S. Lafayette
South Bend, Indiana

Notice is hereby given that the Redevelopment Commission of the City of South Bend, Indiana, will receive sealed offers for the purchase of certain property situated in the River West Development Area until 9:00 a.m. (local time) on the July 13, 2023 in the Office of the Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601. All offers will be publicly opened and read aloud at 9:30 a.m. (local time) on July 13, 2023 at the Regular Meeting of the Redevelopment Commission to be held that date and time in Room 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601, or in the event of cancellation or rescheduling, at the Redevelopment Commission's subsequent regular meeting or rescheduled regular meeting held at a time and place given by public notice. Bid proposals for the purchase of the property offered will be considered.

The property being offered is located at 1202 S. Lafayette, in the River West Development Area, South Bend, Indiana. Any proposal submitted must be for the site as noted on the Offering Sheet. The required re-use of the property is for projects that are permitted within the U3 Urban Neighborhood 3 zoning designation. Strong emphasis will be placed during the review process on compatibility with and support of the River West Development Area and the surrounding businesses and neighborhood.

A packet containing bid forms, the Offering Sheet and other pertinent information may be picked up at the Department of Community Investment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601.

The Commission reserves the right to reject any and all bids, and to make the award to the highest and best bidder. In determining the best bid, the Commission will take into consideration the following:

1. The use of the improvements proposed to be made by each bidder on the property, and their compatibility with and support of the proposed re-use as described in the Offering Sheet;
2. Each bidder's ability to improve the property with reasonable promptness;
3. Each bidder's proposed purchase price;
4. Any factors which will assure the Commission that the sale, if made, will further the carrying out of the Development Plan for the River West Development Area and will best serve the interest of the community from the standpoint of human and economic welfare; and
5. The ability of each bidder to finance the proposed improvements to the property with reasonable promptness.

The Commission further reserves the right to waive any formalities in bidding which are not mandatory requirements.

A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each:

- (A) beneficiary of the trust; and
- (B) settlor empowered to revoke or modify the trust.

To secure the execution of the disposition agreement, the purchase of the property and the redevelopment thereof in accordance with the agreement, the bidder must submit with the proposal a faithful performance guaranty, in the sum of ten percent (10%) of the amount offered for the purchase of the property. The guaranty sum may be in the form of a certified check, a cashier's check, surety bond, letter of credit from a bank or trust company as approved by the Redevelopment Commission, or by other sufficient security, but the form, substance and terms of the performance guaranty must be approved as satisfactory by the Redevelopment Commission. The performance guaranty, if by cashier's or certified check, shall be deposited in any account of the Department of Redevelopment, City of South Bend, in a bank or trust company selected by the Redevelopment Commission.

CITY OF SOUTH BEND, INDIANA
DEPARTMENT OF COMMUNITY INVESTMENT
Joseph Molnar, Property Development Manager
Publish Dates: June 16 & June 23 2023

Resolution Regarding Prevailing Wage Rates

RESOLUTION NO. 658

RESOLUTION REGARDING PREVAILING WAGE RATES

WHEREAS, the South Bend Redevelopment Commission ("Commission") has established redevelopment areas within the City of South Bend and has undertaken activities within those areas; and

WHEREAS, an integral part of that activity involves the sale of land for private development; and

WHEREAS, the Commission desires that such sale of land and private development should have the maximum positive impact possible on the residents of the South Bend community; and

WHEREAS, the Commission has determined that the South Bend community will benefit from having local contractors constructing the private projects and being paid in accordance with the prevailing wage rates of St. Joseph County.

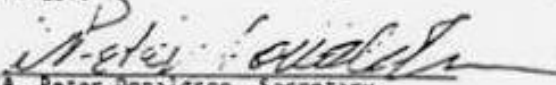
NOW, THEREFORE, BE IT RESOLVED, that the Commission encourages all purchasers of land acquired, cleared and sold by the Commission in redevelopment areas to use local contractors and local manpower and pay prevailing wage rates.

Adopted at the Regular Meeting of the South Bend Redevelopment Commission, held on the 23rd day of April, 1982, in the office of the Redevelopment Commission, Room 1200, County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

CITY OF SOUTH BEND, INDIANA
DEPARTMENT OF REDEVELOPMENT


F. Jay Niattz, President

ATTEST:


A. Peter Donaldson, Secretary



Proposal Forms

Proposal

To: South Bend Redevelopment Commission
1400 S. County-City Building
227 West Jefferson Boulevard
South Bend, Indiana 46601

Commissioners:

The Undersigned having familiarized itself with the present conditions of the Project Site as hereinafter designated and legally described and with the Proposal Documents and Forms; and certifying its desire to participate in the development of the said property pursuant to Federal, State and Local ordinances and regulations, and the Development Plan as approved by the Redevelopment Commission; hereby offers and proposes to purchase or lease all or part of the Disposition Parcel identified in Exhibit "A" made part of this proposal.

The Applicant's offer is described as follows:

<i>Project Area</i>		
<i>Disposition Parcel Number</i>	<i>Total Acres</i>	
Offer is for:	<input type="checkbox"/> Entire Parcel	
	<input type="checkbox"/> Part of Parcel	
Form of Contract:	<input type="checkbox"/> Purchase	
	<input type="checkbox"/> Lease	
		<u> </u> <i>Term</i>
<u> </u> Dollars		\$ <u> </u>
<i>Purchase Price</i>		
<u> </u> Dollars		\$ <u> </u>
<i>Annual Lease Payment</i>		

A Narrative Description of the proposed development on the Disposition Parcel identified in Exhibit "A", describing the exact nature and character of the improvements proposed and their use; together with maps and plans sufficiently complete to indicate the general improvements to be made is attached and is to be considered a part of this proposal. (Maps and plans must be of sufficient scale to indicate clearly the location of the structures and other proposed improvements and should provide information on building elevations and materials.)

The Proposal Forms as provided by the Department of Community Investment (Department) have been completed and are considered a part of this proposal. The Proposal Forms include: (1) a Statement of the Qualifications and Financial Responsibility; (2) a Statement for Public Disclosure, and; (3) a sworn Affidavit of Non-Collusion. It is the understanding of the Applicant that the Statement of the Qualifications and Financial Responsibility is confidential and to be used solely by the South Bend Redevelopment Commission and the Department.

A Faithful Performance Guaranty in the sum of _____ Dollars (\$ _____), an amount equal to at least 10% of the total amount offered for the real property described in Exhibit "A", it being understood by the Applicant that the Faithful Performance Guaranty shall guarantee the Applicant's execution of and performance of the purchase or lease agreement. The Faithful Performance Guaranty will be refunded to the successful Applicant at such time the Commission deems that the improvements to the land, as proposed, have been completed and the Commission as evidenced by a Certificate of Completion issued by the Commission. The Faithful Performance Guaranty will be refunded in the event this offer is rejected.

Acceptance or rejection of Applicant's proposal shall be made by depositing such notification in the US Mail addressed to the undersigned (Applicant) at the address set forth below.

In submitting this offer to purchase or lease, it is understood that the right to reject such offer is reserved by the Commission. The undersigned further agrees to execute a contract for the purchase or lease of land for development in the form prepared by the Department within thirty (30) days after notification of acceptance of this offer and to develop and use the above identified parcel(s) of land in conformity with the Federal, State and Local ordinances and regulations; applicable Development Plan; the Bid Specifications & Design Considerations; and the Narrative Description and maps and plans as submitted herein, with amendments, if any, as approved by the Commission.

Dated _____

Respectfully submitted,

Name of Individual or Corporation

By: _____
Signature

Name (type)

Title

ATTEST: (BY SECRETARY OF A Corporation)

Address:

By: _____
Signature

Name (type)

Title

Address:

Statement of Qualifications and Financial Responsibility

Applicant: _____

Address: _____

1. Is the Applicant a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms?
 Yes
 No

If yes, list each corporation or firm by name and address, specify its relationship to the Applicant, and identify the officers and directors or trustees common to the Applicant and such other corporation or firm:

2. The financial condition of the Applicant, as of _____, _____, is as reflected in the attached financial statement.

Name and address of auditor or public accountant who performed the audit on which said financial statement is based:

(NOTE: Attach to this statement a certified financial statement showing the assets and the liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)

3. If funds for development of the land are to be obtained from sources other than the Applicant's own funds, a statement of the Applicant's plan for financing the acquisition and development of the land:

4. Sources and amount of cash available to Applicant to meet equity requirements of the proposed undertaking:

- a. In banks:
Name and Address of Bank *Amount*
- b. By loans from affiliated or associated corporations or firms:
Name and Address of Bank *Amount*
- c. By sale of readily salable assets:
Description *Market Value* *Mortgages or Liens*

5. Names and addresses of bank references:

6. Has the Applicant or (if any), the parent corporation, or any subsidiary or affiliated corporation of the Applicant or said parent corporation, or any of the Applicant's officers or principal members, shareholders or investors, or other interested parties (as listed in items 5, 6, and 7 of the Statement for Public Disclosure and referred to herein as principals of the Applicant) been adjudged bankrupt, either voluntary or involuntary, within the past 10 years?

- Yes
 No

If yes, give date, place and under what name:

7. Has the Applicant or anyone referred to above as principals of the Applicant been indicted for or convicted of any felony within the past 10 years?

- Yes
 No

If yes, give for each case (1) date, (2) charge, (3) place, (4) Court, (5) action taken. Attach any explanation deemed necessary.

8. Undertakings, comparable to the proposed development, which have been completed by the Applicant or any of the principals of the Applicant, including a brief description of each project and date of completion:

9. If the Applicant, or any principals of the Applicant, has ever been an employee, in a supervisory capacity, for a construction contractor or builder on undertakings comparable

to the proposed development, the name of such employee, name and address of employer, title, and brief description of work:

10. If the Applicant or a parent corporation, a subsidiary, an affiliate, or a principal of the Applicant is to participate in the development of the land as a construction contractor or builder:

a. Name and address of such contractor or builder:

b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract

Yes

No

If yes, explain:

c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$.

General description of such work:

d. Construction contracts or developments now being performed by such contractor or builder:

<i>Identification of Contract or Development</i>	<i>Location</i>	<i>Amount</i>	<i>Date to be Completed</i>
--	-----------------	---------------	---------------------------------

11. Brief statement regarding equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the development of the land, specifying particularly the qualifications of the personnel, the nature of the equipment and the general experience of the contractor:

12. Does any member of the South Bend Redevelopment Commission or any officer or employee of the City of South Bend Department of Redevelopment have any direct or

indirect personal interest in the Applicant or the development of the land as proposed?

Yes

No

If yes, explain:

13. Does any member of the governing body of the City of South Bend or any public official or employee of the City of South Bend have any direct or indirect personal interest in the applicant or the development of the land as proposed?

If yes, explain:

14. Statements and other evidence of the Applicant's qualifications and financial responsibilities (other than the financial statement referred to above) are attached hereto and hereby made a part hereof as follows:

Certification

I (We), _____ Certify that this Statement of Qualifications and Financial Responsibility and the attached evidence of the Applicant's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.

_____	_____
<i>Name</i>	<i>Name</i>
_____	_____
<i>Signature</i>	<i>Signature</i>
_____	_____
<i>Title</i>	<i>Title</i>
_____	_____
<i>Date</i>	<i>Date</i>

(If the Applicant is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement)

Statement for Public Disclosure

Applicant: _____

Address: _____

Taxpayer ID#: _____

1. Applicant proposes to enter into contract for the purchase or lease of land from the South Bend Redevelopment Commission. Said land is more accurately described in Exhibit "A".

2. Organizational Status of Applicant:

- An individual
- A corporation
- A not-for-profit corporation or charitable institution
- A partnership known as:
- A business association or a joint venture known as:
- A Federal, State or Local government or instrument thereof
- Other (explain): _____

3. Organized and operating under the laws of _____

4. Date of Organization: _____

5. Names, addresses, and title of principal officers, investors, members or shareholders of Applicant, as follows: (attach additional sheets if necessary)

- a. CORPORATION: the officers, directors or trustees, and each stockholder owning more than 10% of any class stock
- b. NOT-FOR-PROFIT: the members who constitute the board of trustees or board of directors or similar governing body
- c. PARTNERSHIP: each partner, whether a general or limited partner, and the nature and percent of interest
- d. BUSINESS ASSOCIATION OR JOINT VENTURE: each participant and the nature and percent of interest

- e. OTHER ENTITY: the officers, the members of the governing body, and each person having an interest of more than 10%

Name & Address

Title and nature and percent of interest

6. Names, addresses, and the nature and percent of interest of each person or entity (not named in Item 5) who has a beneficial interest in any of the shareholders or investors named in Item 5 which gives such person or entity more than a computed 10% interest in the Applicant (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Applicant; or more than 50% of the stock in a corporation which holds 20% of the stock of the Applicant).

Name & Address

Title and nature and percent of interest

7. Names of officers and directors, or trustees of any corporation or firm listed under Item 5 or Item 6 above.

Name & Address

Title and nature and percent of interest

Certification

I (We), _____ Certify that this Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.

Name

Name

Signature

Signature

Title

Title

Date

Date

(If the Applicant is an individual, this statement should be signed by such individual; if a partnership, it should be signed by one of the partners; if a corporation or other entity, it should be signed by one of its chief officers having knowledge of the facts required by this statement)

Affidavit of Non-Collusion

State of Indiana)
)
County of St. Joseph) SS:

The undersigned, being first fully sworn, deposes and says that:

1. He/she is: owner, partner, officer, representative, agent, of _____ (applicant);
2. He/she is fully informed respecting the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
3. Such offer is genuine and not a collusive or sham offer;
4. Neither said Applicant nor any of its officers, partners, owner's agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed directly or indirectly, with any other Applicant, firm or person to submit a collusive or sham offer in connection with the Contract for which the attached offer has been submitted or to refrain from making an offer in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Applicant, firm or person to fix the price or prices in the attached offer, or of any other Applicant, or to fix any overhead, profit, or cost element of the offering price of any other Applicant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of South Bend and/or its Department of Community Investment and/or the South Bend Redevelopment Commission person interested in the proposed Contact; and
5. The price or prices quoted in the attached offer are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Applicant or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Affiant

Signature

Title

Before me, the undersigned, a Notary Public, _____ subscribed and swore to this Affidavit of Non-Collusion on this _____ day of _____, _____.

(Seal) _____
Notary Public
A resident of _____, County, _____.



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 06/02/23
FROM: Joseph Molnar
SUBJECT: Request to Advertise

_____ 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: Request to Advertise
1602 S. Lafayette

Specifics: Attached is the Notice of Intended Disposition of Property (Notice) for 1602 S. Lafayette. The property has been vacant for a number of years.

This Notice is planned to be advertised in the South Bend Tribune on June 16th and 23rd, 2023.

Staff requests approval of this Notice and the Request to Advertise, for the eventual disposition of this property.

INTERNAL USE ONLY: Project Code: _____;

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

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

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

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ Going to BPW for Contracting? Y/N

Is this item ready to encumber now? ____ Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

Notice of Intended Disposition of Property

RIVER WEST DEVELOPMENT AREA
1202 S. Lafayette
South Bend, Indiana

Notice is hereby given that the Redevelopment Commission of the City of South Bend, Indiana, will receive sealed offers for the purchase of certain property situated in the River West Development Area until 9:00 a.m. (local time) on the July 13, 2023 in the Office of the Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601. All offers will be publicly opened and read aloud at 9:30 a.m. (local time) on July 13, 2023 at the Regular Meeting of the Redevelopment Commission to be held that date and time in Room 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601, or in the event of cancellation or rescheduling, at the Redevelopment Commission's subsequent regular meeting or rescheduled regular meeting held at a time and place given by public notice. Bid proposals for the purchase of the property offered will be considered.

The property being offered is located at 1202 S. Lafayette, in the River West Development Area, South Bend, Indiana. Any proposal submitted must be for the site as noted on the Offering Sheet. The required re-use of the property is for projects that are permitted within the U3 Urban Neighborhood 3 zoning designation. Strong emphasis will be placed during the review process on compatibility with and support of the River West Development Area and the surrounding businesses and neighborhood.

A packet containing bid forms, the Offering Sheet and other pertinent information may be picked up at the Department of Community Investment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601.

The Commission reserves the right to reject any and all bids, and to make the award to the highest and best bidder. In determining the best bid, the Commission will take into consideration the following:

1. The use of the improvements proposed to be made by each bidder on the property, and their compatibility with and support of the proposed re-use as described in the Offering Sheet;
2. Each bidder's ability to improve the property with reasonable promptness;
3. Each bidder's proposed purchase price;
4. Any factors which will assure the Commission that the sale, if made, will further the carrying out of the Development Plan for the River West Development Area and will best serve the interest of the community from the standpoint of human and economic welfare; and
5. The ability of each bidder to finance the proposed improvements to the property with reasonable promptness.

The Commission further reserves the right to waive any formalities in bidding which are not mandatory requirements.

A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each:

- (A) beneficiary of the trust; and
- (B) settlor empowered to revoke or modify the trust.

To secure the execution of the disposition agreement, the purchase of the property and the redevelopment thereof in accordance with the agreement, the bidder must submit with the proposal a faithful performance guaranty, in the sum of ten percent (10%) of the amount offered for the purchase of the property. The guaranty sum may be in the form of a certified check, a cashier's check, surety bond, letter of credit from a bank or trust company as approved by the Redevelopment Commission, or by other sufficient security, but the form, substance and terms of the performance guaranty must be approved as satisfactory by the Redevelopment Commission. The performance guaranty, if by cashier's or certified check, shall be deposited in any account of the Department of Redevelopment, City of South Bend, in a bank or trust company selected by the Redevelopment Commission.

CITY OF SOUTH BEND, INDIANA
DEPARTMENT OF COMMUNITY INVESTMENT
Joseph Molnar, Property Development Manager
Publish Dates: June 16 & June 23 2023



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: June 8, 2023

FROM: Caleb Bauer, DCI Executive Director

SUBJECT: Digital Storefront Program

_____ 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.

Specific request: \$300,000 from Redevelopment-Controlled Pokagon Fund

Purpose of Request: Disbursement of funds for City of South Bend to match READI award for 3-year operations of a Digital Storefront Program by the nonprofit arm of South Bend CodeWorks.

The Digital Storefront Program, which was originally piloted in 2021, will provide technology assistance grants to small businesses to help them create or enhance their digital presence with the goal of increasing revenues and allowing business owners to drive growth with new technology tools and systems.

During the 2021 pilot, 160 small businesses applied and 34 were selected, with 31 of the participants being minority- or women-owned businesses.

The \$300,000 request will be matched by an additional \$300,000 awarded through the READI program. It will allow for 60 small businesses to be assisted through the program by 2025.

INTERNAL USE ONLY: Project ID: _____;

Total Amount – New Project Budget Appropriation \$ _____;

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

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

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

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

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 6/8/23
FROM: Erik Glavich, Director, Growth & Opportunity
SUBJECT: Cultivate Donation Agreement

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

Approved Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

Which TIF? River West; River East; South Side; Douglas Road; West Washington **RDC General Fund**

PURPOSE OF REQUEST: Donation Agreement with Cultivate Culinary School and Catering, Inc. ("Cultivate")

SPECIFICS: We are asking the Redevelopment Commission to consider a Donation Agreement from the Redevelopment General Fund that will provide \$100,000 to assist Cultivate in the construction of a new 21,000 square foot cold storage facility.

Through a Real Estate Purchase Agreement on July 28, 2022, cultivate acquired Commission-owned land located at 1503 Prairie Ave. and committed to building the new cold storage facility. A donation from the city will assist Cultivate with this project.

Staff recommends approval of this Donation Agreement.

INTERNAL USE ONLY: Project Code: _____;

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

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

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

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ Going to BPW for Contracting? Y/N

Is this item ready to encumber now? ____ Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

AGREEMENT FOR DONATION OF FUNDS

THIS AGREEMENT for Donation of Funds (this “Agreement”) is made effective this 8 day of June 2023 (the “Effective Date”) by and between the City of South Bend, Indiana, an Indiana municipal corporation, acting by and through its Department of Community Investment (the “City”), and the Cultivate Culinary School and Catering, Inc., an Indiana non-profit corporation (“Cultivate”).

RECITALS

WHEREAS, the City is a municipal corporation existing and operating in accordance with the laws of the State of Indiana; and

WHEREAS, Cultivate is an Indiana non-profit corporation and is qualified as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Cultivate operates programs that provide much-needed food and services to local residents; and

WHEREAS, Cultivate entered into a Real Estate Purchase Agreement (the “Purchase Agreement”) with the City acting by and through its governing body, the South Bend Redevelopment Commission on July 28, 2022, for certain real property located in South Bend, Indiana, and more particularly described in attached Exhibit A (the “Property”); and

WHEREAS, Cultivate has sought donation and grant opportunities, including funding from the City, and has worked with City staff in order to leverage additional funding opportunities; and

WHEREAS, the City desires to donate funds (the “City Funds”) to Cultivate for purposes of improvements to the Property, including the development of a cold storage food facility, as contemplated in the Purchase Agreement; and

WHEREAS, the City has determined that donating the City Funds to Cultivate for improvements to the Property constitutes a valid public purpose and will serve the interests of the City’s residents.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. **DONATION AMOUNT.** The Donation Amount of One Hundred Thousand Dollars (\$100,000.00) is the City’s contribution supporting its partnership efforts towards addressing hunger in South Bend. The donation amount shall be paid by the City to Cultivate within fifteen (15) days of the effective date of this Agreement, and which shall be used only for the purposes and in the amounts set forth in this Agreement.

3. **CONDITIONS SUBSEQUENT.** Cultivate reaffirms its obligations to perform all requirements set forth in Section 11 of the Purchase Agreement. Notwithstanding the foregoing, the parties expressly acknowledge that, as an inducement to providing the Donation Amount to Cultivate, Cultivate will increase its investment amount to a minimum of Ten Million Dollars (\$10,000,000.00) and the size of the planned cold storage facility shall increase to 21,000 square feet.
4. **TERM.** Notwithstanding any provision of this Agreement to the contrary, Cultivate's failure to comply with the conditions in Section 3 will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.
5. **CONFLICTS OF INTEREST.** Cultivate hereby certifies and agrees that no employee of the City, or its designees or agents, and no member of the governing body of the City or Cultivate (and no one with whom there is a family or business tie) who exercises any functions or responsibilities with respect to the receipt and use of the Donation Amount during his or her tenure or for one year thereafter, shall have any financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the use of the Donation Amount.
6. **RECORDS, REPORTING, AND AUDIT RIGHTS.** Cultivate shall maintain records related to all expenditures involving the Donation Amount for a minimum of three (3) years. From time to time, the City may request reports from Cultivate detailing the expenditures as they relate to the operations or any conditions subsequent that are funded by or made possible by the Donation Amount. Additionally, the City reserves the right at its expense to audit the financial records of Cultivate as they relate to the Donation Amount and the operations and/or conditions subsequent, and Cultivate agrees to cooperate with the City during such audit, provided that any audit initiated by the City shall occur only during Cultivate's normal business hours.
7. **DEFAULT AND CLAW BACK.** In the event that any of the Donation Amount is not used as set forth in this Agreement, or to the extent that any of the Donation Amount is found not to have been used in furtherance of the Agreement's stipulations, then Cultivate shall be in default of this Agreement, and the City shall have the right following a ten (10) business day period for Cultivate to cure to demand in writing repayment of that portion of the Donation Amount deemed to have been not used according to this Agreement. Cultivate shall immediately repay such funds to the City upon such written demand.
8. **EQUAL OPPORTUNITY, NONDISCRIMINATION, AND COMPLIANCE.** Cultivate shall comply with all applicable laws and regulations in its hiring and employment practices and policies for any activity covered by this Agreement.

Additionally, Cultivate shall comply with all federal, state, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement including, but not limited to, the requirements imposed by Ind. Code 22-9-1-10 (non-discrimination), and the provisions of Ind. Code 22-5-1.7 (requiring E-Verify for new employees and prohibiting employment of persons not authorized to work in the United States). Each of the foregoing provisions is incorporated herein as if set forth in full, and Cultivate certifies that it is in compliance with each such provision and shall remain in compliance through the term of this Agreement.

9. **INDEMNIFICATION.** Cultivate agrees to reimburse the City, its officers, and employees, for any and all claims of any nature which directly and solely arise from Cultivate's misuse of the Donation Amount.
10. **WAIVER.** No failure or delay on the part of either party in exercising any right under this Agreement will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will have effect unless given in a written document signed by the party waiving such right. No waiver of any right will be deemed a waiver of any other right hereunder.
11. **SEVERABILITY.** All provisions of this Agreement shall be considered as separate terms and conditions, and in the event any one shall be held illegal, invalid or unenforceable, all the other provisions hereof shall remain in full force and effect as if the illegal, invalid, or unenforceable provision were not a part hereof, unless the provision held illegal, invalid or unenforceable is a material provision of this Agreement, in which case Cultivate and the City agree to amend this Agreement with replacement provisions containing mutually acceptable terms and conditions.
12. **DRUG-FREE WORKPLACE.** Cultivate agrees to make a good faith effort to provide and maintain a drug-free workplace. Cultivate will give written notice to the City within ten (10) days after receiving actual notice that an employee of Cultivate within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.
13. **NOTICES.** Any notices or other communications required or permitted under this Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified mail, postage prepaid, return receipt requested, or (c) by overnight delivery by reputable courier to the address of the party set forth in this Section, Such notice or communication shall be deemed given if (i) sent by personal delivery or by overnight courier, when delivered in person, or (ii) in the case of mailed notice three (3) business days following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the City:

City of South Bend, Indiana
Department of Community Investment
Attn. Executive Director
227 W. Jefferson Blvd., Ste. 1400S
South Bend, IN 46601

With a copy to:

City of South Bend, Indiana
Department of Law
Attn. Corporation Counsel
227 W. Jefferson Blvd., Ste. 1200S
South Bend, IN 46601

If to Cultivate:

Cultivate Culinary School and Catering, Inc.
Attn. Executive Director
1403 Prairie Ave.
South Bend, IN 46619

14. **ASSIGNMENT.** Cultivate shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the City.
15. **REPRESENTATIONS OF CULTIVATE.** Cultivate represents and warrants that it has maintained its 501(c)(3) status and will maintain such throughout the term of this Agreement. Additionally, the undersigned person executing and delivering this Agreement on behalf of Cultivate certifies that he or she is the duly authorized officer of Cultivate and has been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done.
16. **NON-COLLUSION.** The undersigned attests, subject to the penalties of perjury, that he or she has not, nor has any other director, officer, employee, representative, or agent of Cultivate, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he or she has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.
17. **AGREEMENT CONSTRUCTION.** This Agreement was negotiated by the parties at arm's length and each of the parties hereto has reviewed the Agreement

after the opportunity to consult with independent counsel. Neither party shall maintain that the language in this Agreement shall be construed against any signatory hereto. The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Agreement. Further, notwithstanding anything to the contrary herein, no person other than the parties hereto, and their permitted assigns, shall have any right of action under this Agreement.

18. **COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed in two or more counterparts, which together shall constitute one and the same agreement among the parties. Facsimile and electronic signatures shall be deemed original signatures.

19. **ENTIRE AGREEMENT, AMENDMENTS, APPLICABLE LAW, AND JURISDICTION.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both Cultivate and the City. This Agreement will be construed and interpreted according to the laws of the State of Indiana and any actions arising hereunder shall be tried in the county courts of St. Joseph County, Indiana.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Donation of Funds to be effective as of the Effective Date stated above.

CITY OF SOUTH BEND, INDIANA
DEPARTMENT OF COMMUNITY INVESTMENT

_____ Date: _____
Caleb Bauer, Executive Director

_____ Date: _____
Sarah Hull, Sr. Purchasing Agent

CULTIVATE CULINARY SCHOOL AND CATERING, INC.

_____ Date: _____
Jim Conklin, Executive Director

EXHIBIT A

Description of Property

Tax ID No. 018-8052-2114

Parcel Key No. 71-08-14-179-002.000-026

Legal Description: Lot 1 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Avenue, South Bend, IN 46613

Tax ID No. 018-8052-211401

Parcel Key No. 71-08-14-179-004.000-026

Legal Description: Lot 2 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Avenue, South Bend, IN 46613

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made on July 28, 2022 (the "Contract Date"), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission ("Seller") and Cultivate Culinary School and Catering, Inc. an Indiana nonprofit corporation with its registered office at 1403 Prairie Ave., South Bend IN 46613 ("Buyer") (each a "Party" and together the "Parties").

RECITALS

A. Seller exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, being Ind. Code 36-7-14 (the "Act").

B. In furtherance of its purposes under the Act, Seller owns certain real property located in South Bend, Indiana (the "City"), and more particularly described in attached Exhibit A (the "Property").

C. Pursuant to the Act, Seller adopted its Resolution No. 3195 on January 16, 2014, whereby Seller established an offering price of Sixty-Three Thousand Five Hundred Dollars (\$63,500.00) for the Property.

D. Pursuant to the Act, on January 16, 2014, Seller authorized the publication, on January 24, 2014, and January 31, 2014, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before February 13, 2014, at 9:00A.M.

E. As of February 13, 2014, at 9:00A.M., Seller received no bids for the Property, and, therefore, having satisfied the conditions stated in Section 22 of the Act, Seller now desires to sell the Property to Buyer on the terms stated in this Agreement.

THEREFORE, in consideration of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. RECITALS

The recitals above are hereby incorporated into this Agreement by reference.

2. OFFER AND ACCEPTANCE

A copy of this Agreement, signed by Buyer, constitutes Buyer's offer to purchase the Property on the terms stated in this Agreement and shall be delivered to Seller, in care of the following representative ("Seller's Representative"):

TO SELLER: Caleb Bauer
Acting Executive
Director
Department of Community Investment
City of South Bend
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

WITH COPY TO: South Bend Legal Department
Attn: Corporation Counsel
City of South Bend
1200 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

This offer shall expire thirty (30) days after delivery unless accepted by Seller. To accept Buyer's offer, Seller shall return a copy of this Agreement, counter-signed by Seller in accordance with applicable laws, to the following ("Buyer's Representative"):

TO BUYER: Cultivate Culinary School and Catering, Inc.
Attn. Jim Conklin Executive Director
1403 Prairie Ave.
South Bend, Indiana 46619

WITH COPY TO: _____

3. PURCHASE PRICE AND EARNEST MONEY DEPOSIT

A. Purchase Price. The purchase price for the Property shall be One Thousand Dollars (\$1,000.00) (the "Purchase Price"), payable by Buyer to Seller in cash at the closing described in Section 10 below (the "Closing," the date of which is the "Closing Date").

B. Earnest Money Deposit. Within five (5) business days after the Contract Date, Buyer will deliver to Seller the sum of One Hundred Dollars (\$100.00), which Seller will hold as an earnest money deposit (the "Earnest Money Deposit"). Seller will be responsible for disposing of the Earnest Money Deposit in accordance with the terms of this Agreement. The Earnest Money Deposit shall be credited against the Purchase Price at the Closing or, if no Closing occurs, refunded or forfeited as provided below.

C. Termination During Due Diligence Period. If Buyer exercises its right to terminate this Agreement by written notice to Seller in accordance with Section 4 below, the Earnest Money

Deposit shall be refunded to Buyer. If Buyer fails to exercise its right to terminate this Agreement by written notice to Seller within the Due Diligence Period, then the Earnest Money Deposit shall become non-refundable.

D. Liquidated Damages. If Seller complies with its obligations hereunder and Buyer, not having terminated this Agreement during the Due Diligence Period in accordance with Section 4 below, fails to purchase the Property on or before the Closing Date, the Earnest Money Deposit shall be forfeited by Buyer and retained by Seller as liquidated damages in lieu of any other damages.

4. BUYER'S DUE DILIGENCE

A. Investigation. Buyer and Seller have made and entered into this Agreement based on their mutual understanding that Buyer intends to develop the Property into a cold storage food facility and other office spaces (the "Buyer's Use"). Seller acknowledges that Buyer's determination whether Buyer's Use is feasible requires investigation into various matters (Buyer's "Due Diligence"). Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Due Diligence Period. Buyer shall have a period of ninety (90) days following the Contract Date to complete its examination of the Property in accordance with this Section 4 (the "Due Diligence Period").

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer, upon Buyer providing Seller with evidence that Buyer has general liability insurance reasonably acceptable to Seller, in the amount of at least One Million Dollars (\$1,000,000), naming Seller as an additional insured and covering the activities, acts, and omissions of Buyer and its representatives at the Property, to

(i) enter upon the Property or to cause agents to enter upon the Property for purposes of examination; provided, that Buyer may not take any action upon the Property which reduces the value thereof and Buyer may not conduct any invasive testing at the Property without Seller's express prior written consent; further provided, that if the transaction contemplated herein is not consummated, Buyer shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify and hold Seller harmless, before and after the Closing Date whether or not a closing occurs and regardless of any cancellations or termination of this Agreement, from any liability to any third party, loss or expense incurred by Seller, including without limitation, reasonable attorney fees and costs arising from acts or omissions of Buyer or Buyer's agents or representatives; and

(ii) file any application with any federal, state, county, municipal or regional agency relating to the Property for the purpose of obtaining any approval necessary for Buyer's anticipated use of the Property. If Seller's written consent to or signature upon any such application is required by any such agency for consideration or acceptance of any such application Buyer may request from Seller such consent or signature, which Seller

shall not unreasonably withhold. Notwithstanding the foregoing, any zoning commitments or other commitments that would further restrict the future use or development of the Property, beyond the restrictions in place as a result of the current zoning of the Property, shall be subject to Seller's prior review and written approval.

D. Environmental Site Assessment. Buyer may, at Buyer's sole expense, obtain a Phase I environmental site assessment of the Property pursuant to and limited by the authorizations stated in this Section 4.

E. Fair Market Value Appraisal. Buyer will, at Buyer's sole expense, obtain two desktop appraisals as to the property's fair market value as of the date this agreement is executed.

F. Termination of Agreement. If at any time within the Due Diligence Period Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Seller's Representative, and Buyer shall be entitled to a full refund of the Earnest Money Deposit.

5. SELLER'S DOCUMENTS

Upon Buyer's request, Seller will provide Buyer a copy of all known environmental inspection, engineering, title, and survey reports and documents in Seller's possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Seller's Representative with or without a written request by Seller.

6. PRESERVATION OF TITLE

After the Contract Date, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer intends to obtain, at Buyer's sole expense, and to rely upon a commitment for title insurance on the Property (the "Title Commitment") and a survey of the Property (the "Survey") identifying all Encumbrances as of the Contract Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 8 below).

7. TITLE COMMITMENT AND POLICY REQUIREMENTS

Buyer shall obtain the Title Commitment for an owner's policy of title insurance issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company") within twenty (20) days after the Contract Date. The Title Commitment shall (i) agree to insure good, marketable, and indefeasible fee simple title to the Property (including public road access) in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed (the "Deed") from the Seller to the Buyer, and (ii) provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject to the Permitted Encumbrances. Regardless of whether this transaction closes, Buyer shall be responsible for all of the Title Company's title search charges and all costs of the Title Commitment and owner's policy.

8. REVIEW OF TITLE COMMITMENT AND SURVEY

Within twenty (20) days after Buyer's receipt of the Title Commitment, Buyer shall give Seller written notice of any objections to the Title Commitment. Within twenty (20) days after Buyer's receipt of the Survey, Buyer shall give Seller written notice of any objections to the Survey. Any exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a "Permitted Encumbrance." If the Seller is unable or unwilling to correct the Buyer's title and survey objections within the Due Diligence Period, Buyer may terminate this Agreement by written notice to Seller prior to expiration of the Due Diligence Period, in which case the Earnest Money Deposit shall be refunded to Buyer. If Buyer fails to so terminate this Agreement, then such objections shall constitute "Permitted Encumbrances" as of the expiration of the Due Diligence Period, and Buyer shall acquire the Property without any effect being given to such title and survey objections.

9. NOTICES

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to Seller in care of Seller's Representative (with a copy to South Bend Legal Department, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601, Attn: Corporation Counsel), or to Buyer in care of Buyer's Representative at their respective addresses stated in Section 2 above. Either Party may, by written notice, modify its address or representative for future notices.

10. CLOSING

A. Timing of Closing. Unless this Agreement is earlier terminated, the Closing shall be held at the office of the Title Company, and the Closing Date shall be a mutually agreeable date not later than thirty (30) days after the end of the Due Diligence Period.

B. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of the Deed, in the form attached hereto as **Exhibit B**, conveying the Property to Buyer, free and clear of all liens, encumbrances, title defects, and exceptions other than Permitted Encumbrances, and the Title Company's delivery of the marked-up copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 7 above.

(ii) Possession of the Property shall be delivered to the Buyer at Closing, in the same condition as it existed on the Contract Date, ordinary wear and tear and casualty excepted.

C. Closing Costs. Buyer shall pay all of the Title Company's closing and/or document preparation fees and all recordation costs associated with the transaction contemplated in this Agreement.

11. BUYER'S POST-CLOSING DEVELOPMENT OBLIGATIONS

A. Property Improvements; Proof of Investment. Within Sixty (60) months after the Closing Date, the Buyer will expend an amount not less than Three Million Dollars (\$3,000,000.00) on improvements to the site, as well as the cost of equipment, needed to redevelop the Property for the uses set forth herein ("Property Improvements"). Promptly upon completing the Property Improvements, Buyer will submit to Seller satisfactory records, as determined in Seller's sole discretion, proving the above required expenditures and will permit Seller (or its designee) to inspect the Property to ensure that Buyer's Property Improvements were completed satisfactorily.

B. Post-Closing Buyer Commitments. The Buyer shall:

- (i) Commence construction of the project within 36 months of the Closing Date;
- (ii) Complete construction of the project within 60 months of the Closing Date;
- (iii) Develop a cold storage food facility and associated uses related to the functioning of the facility containing at least 12,000 square feet;
- (iv) Employ a minimum total of 12 full-time employees in the Organization.
- (v) In its development of the Property, Buyer shall comply with all applicable federal, state, and local laws, including, but not limited to, the applicable requirements of the City of South Bend Zoning Ordinance, including variances as necessary.
- (vi) Provide the design, plans, and specifications for Property Improvements consistent with City standards for the review and comment by the City's Planning Director or his designee, who, in his sole discretion, may request revisions or amendments to be made to the same. Acceptance of the design and plans by the Planning Director or his designee prior to construction shall be a prerequisite for the issuance of a Certificate of Completion.

C. Certificate of Completion. Promptly after Buyer completes the Property Improvements and satisfactorily proves the same in accordance with the terms of Section 11.A. above, as well as compliance with Section 11.B. above, Seller will issue to Buyer a certificate acknowledging such completion and releasing Seller's reversionary interest in the Property (the "Certificate of Completion"). The Parties agree to record the Certificate of Completion immediately upon issuance, and Buyer will pay the costs of recordation.

D. Remedies Upon Default. In the event Buyer fails to complete the Property Improvements or to comply with Section 11.B., above, or satisfactorily to prove such performance, in accordance with Section 11.A above, then, in addition to pursuing any other remedies available at law or in equity, Seller shall have the right to:

(i) recover from Buyer a cash payment in an amount equal to the average appraised value of the Property, as determined by the desktop appraisals Buyer obtained under Section 4E ; or alternatively, (ii) re-enter and take possession of the Property and to terminate and re-vest in Seller the estate conveyed to Buyer at Closing and all of Buyer's rights and interests in the Property without offset or compensation for the value of any improvements made by Buyer.

The Parties agree that Seller's conveyance of the Property to Buyer at Closing will be made on the condition subsequent set forth in the foregoing sentence and the terms of this Section 11 will be referenced in the deed. Further, the Parties agree that Seller's reversionary interest in the Property will be subordinate to the first-priority mortgage encumbering the Property, if any, arising out of Buyer's contemporaneous financing of the redevelopment of the Property, provided that Buyer notifies Seller in advance of the execution or recording of such first-priority mortgage.

12. SELLER'S POST-CLOSING OBLIGATIONS

On and after the Closing Date, the Seller commits to working with the Buyer to finalize plans, designs, and specifications for Property Improvements to the satisfaction of the City departments, consistent with City standards.

12. ACCEPTANCE OF PROPERTY AS-IS

Buyer agrees to purchase the Property "as-is, where-is" and without any representations or warranties by Seller as to the condition of the Property or its fitness for any particular use or purpose. Seller offers no such representation or warranty as to condition or fitness, and nothing in this Agreement will be construed to constitute such a representation or warranty as to condition or fitness.

13. TAXES

Buyer, and Buyer's successors and assigns, shall be liable for any and all real property taxes assessed and levied against the Property with respect to the year in which the Closing takes place and for all subsequent years. Buyer currently has a 95% exemption on the real and personal property located in St. Joseph County, Indiana. This exemption shall be extended to the real estate and personal property purchased under this agreement. Seller shall have no liability for any real property taxes associated with the Property, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes resulting in Seller's liability therefor.

14. REMEDIES

Upon any default in or breach of this Agreement by either Party, the defaulting Party will proceed immediately to cure or remedy such default within thirty (30) days after receipt of written notice of such default or breach from the non-defaulting Party, or, if the nature of the default or breach is such that it cannot be cured within thirty (30) days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure within a reasonable time. In the event of a default or breach that remains uncured for longer than the period stated in the foregoing sentence, the non-defaulting Party may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. All the Parties'

respective rights and remedies concerning this Agreement and the Property are cumulative.

15. COMMISSIONS

The Parties mutually acknowledge and warrant to one another that neither Buyer nor Seller is represented by any broker in connection with the transaction contemplated in this Agreement. Buyer and Seller agree to indemnify and hold harmless one another from any claim for commissions in connection with the transaction contemplated in this Agreement.

16. INDEMNITY

The Parties agree to indemnify, save harmless, and defend each other from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense and settlement), which either party may subsequently incur, become responsible for, or pay out as a result of a breach by the other party.

17. INTERPRETATION; APPLICABLE LAW

As both Parties have participated fully and equally in the negotiation and preparation of this Agreement, this Agreement shall not be more strictly construed, nor shall any ambiguities in this Agreement be presumptively resolved, against either Party. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

18. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

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

19. WAIVER

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

20. SEVERABILITY

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

21. FURTHER ASSURANCES

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

22. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between Seller and Buyer and supersedes all prior discussions, understandings, or agreements, whether written or oral, between Seller and Buyer concerning the transaction contemplated in this Agreement.

23. ASSIGNMENT

Buyer and Seller agree that this Agreement or any of Buyer's rights hereunder may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller. In the event Buyer wishes to obtain Seller's consent regarding a proposed assignment of this Agreement, Buyer shall provide any and all information reasonably demanded by Seller in connection with the proposed assignment and/or the proposed assignee.

24. BINDING EFFECT; COUNTERPARTS; SIGNATURES

All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed and delivered by Buyer and Seller. This Agreement may be separately executed in counterparts by Buyer and Seller, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

25. AUTHORITY TO EXECUTE; EXISTENCE

The undersigned persons executing and delivering this Agreement on behalf of the respective Parties represent and certify that they are the duly authorized representatives of each and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done. Further, the undersigned representative of Buyer represents and warrants that Buyer is duly organized, validly existing, and in good standing under the laws of the State of Indiana.

26. TIME

Time is of the essence of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this Real Estate Purchase Agreement to be effective as of the Contract Date stated above.

BUYER:

Cultivate Culinary School and Catering, Inc.
an Indiana nonprofit corporation

By: Jim Conklin

Printed: JIM CONKLIN

Its: Executive Director

Dated: 7/19/2022

SELLER:

South Bend Redevelopment Commission

Marcia I. Jones

Marcia I. Jones, President

ATTEST: Troy Warner

Troy Warner, Secretary

EXHIBIT A

Description of Property

Tax ID No. 018-8052-2114

Parcel Key No. 71-08-14-179-002.000-026

Legal Description: Lot 1 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

Tax ID No. 018-8052-211401

Parcel Key No. 71-08-14-179-004.000-026

Legal Description: Lot 2 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NO. 018-8052-2114

018-8052-211401

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantor")

CONVEYS AND SPECIALLY WARRANTS to Cultivate Culinary School and Catering, Inc. an Indiana nonprofit corporation with its registered office at 1403 Prairie Ave., South Bend, IN 46613 (the "Grantee"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the "Property"):

Tax ID No. 018-8052-2114

Parcel Key No. 71-08-14-179-002.000-026

Legal Description: Lot 1 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

Tax ID No. 018-8052-211401

Parcel Key No. 71-08-14-179-004.000-026

Legal Description: Lot 2 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

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

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Commission's 2019 River West Development Area Plan, as thereafter amended from time to time, and any design review guidelines associated therewith.

The Grantor conveys the Property to the Grantee subject to the limitation that the Grantee, and its successors and assigns, shall not discriminate against any person on the basis of race, creed, color, sex, age, or national origin in the sale, lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property.

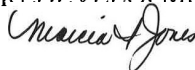
Pursuant to Section 11 of the Purchase Agreement, the Grantor conveys the Property to the Grantee by this deed subject to certain conditions subsequent. In the event the Grantee fails to perform the Property Improvements, or satisfactorily to prove such performance, in accordance with Section 11 of the Purchase Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and re-vest in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Property without offset or compensation for the value of any improvements to the Property made by the Grantee. The recordation of a Certificate of Completion in accordance with Section 11 of the Purchase Agreement will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that s/he is a duly authorized representative of the Grantor and has been fully empowered, by proper action of the governing body of the Grantor, to execute and deliver this deed, that the Grantor has full corporate capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

[SIGNATURE PAGE FOLLOWS]

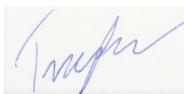
GRANTOR:

SOUTH BEND
REDEVELOPMENT COMMISSION



Marcia I. Jones, President

ATTEST:



Troy Warner, Secretary

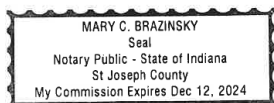
STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Marcia I. Jones and Troy Warner, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Special Warranty Deed being authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 28 day of July, 2022.

My Commission Exp:

12.12.2024



Mary C. Brazinsky

Notary Public

Residing in St. Joseph County, Indiana



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Danielle Campbell Weiss.

This instrument was prepared by Danielle Campbell Weiss, Assistant City Attorney, City of South Bend, Indiana, Department of Law, 227 W. Jefferson Boulevard, Suite 1200S, South Bend, IN 46601. .

RESOLUTION NO. 3574

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
DETERMINING THAT THE TAX INCREMENT WHICH MAY BE COLLECTED IN
THE YEAR 2024 IS NEEDED TO SATISFY OBLIGATIONS OF THE COMMISSION
AND THAT NO EXCESS ASSESSED VALUE MAY BE ALLOCATED TO THE
RESPECTIVE TAXING UNITS AND OTHER RELATED MATTERS**

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

WHEREAS, the Commission has previously adopted resolutions, which have been amended from time to time, declaring various portions of the City of South Bend to be economic development areas or redevelopment areas within the meaning of the Act (the "Areas") and designated territory within such Areas as allocation areas (the "Allocation Areas") under Section 39 of the Act, which Allocation Areas are listed in Exhibit A attached hereto; and

WHEREAS, the Commission, in accordance with the Act, has previously established an allocation fund for each of the Allocation Areas (the "Allocation Funds"); and

WHEREAS, Section 39 of the Act requires the Commission to determine the amount, if any, by which the assessed value of the taxable property in the Allocation Areas for the most recent assessment date minus the base assessed value, when multiplied by the estimated tax rate of the respective Allocation Areas, will exceed the amount of assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds payable from the Allocation Fund, plus the amount necessary for other purposes described in Section 39 of the Act; and

WHEREAS, Section 39 of the Act requires the Commission to provide to the St. Joseph County Auditor, the Common Council, the Department of Local Government Finance, and the fiscal officers for each taxing unit located wholly or partly within the respective Allocation Areas written notice stating (i) the amount, if any, of excess assessed value that the Commission has determined may be allocated to the respective taxing units in the manner prescribed in Section 39 of the Act, or (ii) that the Commission has determined that there is no excess assessed value that may be allocated to the respective taxing units in the manner prescribed in Section 39 of the Act; and

NOW, THEREFORE, BE IT RESOLVED by the South Bend Redevelopment Commission as follows:

1. The Commission hereby determines that there is no excess assessed value in the Allocation Areas that may be allocated to the respective taxing units in the manner prescribed in Section 39 of the Act because the Commission hereby finds that, for each respective Allocation

Area, the assessed value of the taxable property in the Allocation Area for the most recent assessment date minus the base assessed value, when multiplied by the estimated tax rate of the Allocation Area, will not exceed the amount of assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds payable from the Allocation Fund of the Allocation Area, plus the amount necessary for other purposes described in Section 39 of the Act. Accordingly, for tax year payable 2024, the Commission determines that no amount of assessed value of the Allocation Areas will be allocated to the respective taxing units in the manner prescribed in Section 39 of the Act. In making this determination, the Commission has considered the effect that such determination will have on the property tax rate in the Redevelopment District.

2. This determination for 2024 shall not be construed to affect any future determination of the Commission with respect to the capture of assessed value of the taxable property in the Allocation Areas in the years following 2024.

3. The President or Vice President of the Commission is hereby authorized and directed to immediately notify or cause to be notified the St. Joseph County Auditor, the South Bend Common Council, the Department of Local Government Finance, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code 6-1.1-17-5 for each of the other taxing units wholly or partly located within the Allocation Areas of the determinations made herein by the Commission, by way of a letter in substantially the form attached hereto as Exhibit B, which notice is intended to satisfy the requirements of Section 39 of the Act. Further, the Commission acknowledges that, based on its determination herein, no notice is due to the St. Joseph County Auditor under 50 IAC 8-2-4(b).

ADOPTED AND APPROVED at a meeting of the South Bend Redevelopment Commission held virtually and in person at 1308 County-City Building, 227 W Jefferson Boulevard, South Bend, Indiana on the 8th day of June 2023.

**CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT**

Marcia I. Jones, President

ATTEST:

Vivian Sallie, Secretary

EXHIBIT A

Allocation Areas

- 1) River West Development Area
- 2) West Washington Chapin Development Area
- 3) River East Development Area Allocation Area #1
- 4) River East Development Area Allocation Area #2
- 5) South Side General Development Area #1
- 6) Douglas Road Economic Development Area

EXHIBIT B

(Form of Letter)

Date

Mr./Ms. [Name]
Taxing Unit Address

Subject: Request Regarding Capture of Incremental Assessed Value for the City of South Bend

Dear Mr./Ms. [Name]:

In accordance with the provisions of Indiana Code Section 36-7-14-39, the South Bend Redevelopment Commission has determined by Resolution No. 3574, passed June 8, 2023, that there is no excess assessed value that may be allocated to the respective taxing units in the manner prescribed in Indiana Code Section 36-7-14-39(b)(1).

The Allocation Areas of the City of South Bend covered by this letter are as follows:

River West Development Area
West Washington Chapin Development Area
River East Development Area Allocation Area # 1
River East Development Area Allocation Area #2
South Side General Development Area #1
Douglas Road Economic Development Area

Thank you.

Sincerely,

South Bend Redevelopment Commission

Marcia I. Jones,
President