



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, September 28, 2023 – 9:30 a.m.

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

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### 1. Roll Call

### 2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, September 14, 2023

### 3. Approval of Claims

- A. Claims Allowance 9.19.23

### 4. Old Business

- A. None

### 5. New Business

- A. River West Development Area
  - 1. Purchase Agreement (Lafayette Building)
  - 2. Development Agreement (Lafayette Building)
  - 3. Temporary Use Agreement (Lafayette Building)
  - 4. Resolution No. 3580 (Adopting Riverfront District Criteria)
- B. River East Development Area
  - 1. Budget Request (East Race Walkway)
  - 2. Budget Request (LaSalle Streetscape)

### 6. Progress Reports

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

### 7. Next Commission Meeting:

Thursday, October 12, 2023, 9:30 am



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

**SOUTH BEND REDEVELOPMENT COMMISSION  
 SCHEDULED REGULAR MEETING**

September 14, 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 – V Vivian Sallie, Secretary – IP Eli Wax, Commissioner - IP David Relos, Commissioner – IP Leslie Wesley, Commissioner - V	IP = In Person V = Virtual
Members Absent:		
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell, Asst. City Attorney	
Redevelopment Staff:	Mary Brazinsky Sears, Board Secretary Joseph Molnar, RDC Staff	
Others Present:	Caleb Bauer Erik Glavich Antonius Northern Kara Boyles Charlotte Brach Zach Hurst Leslie Biek Jordan Mark Peterson Tyler Woods Desmond Upchurch Matt Barrett M Mazurek Annie Kate Scott Kreger John H. Allison G.	DCI DCI DCI Engineering Engineering Engineering Engineering SB Tribune WNDU WNDU 327 S Frances St 110 S Niles Ave 2424 California Road ABC57 Property Brothers, LLC Online Online

## 2. Approval of Minutes

### A. Approval of Minutes of the Executive Session of Thursday, August 24, 2023

Upon a motion by Commissioner Relos, seconded by Commissioner Wax, the motion carried with Vivian Sallie abstaining as she was not present, the Commission approved the minutes of the regular meeting of Thursday, August 24, 2023.

### B. Approval of Minutes of the Regular Meeting of Thursday, August 24, 2023

Upon a motion by Commissioner Wax, seconded by Commissioner Relos, the motion carried with Vivian Sallie abstaining as she was not present, the Commission approved the minutes of the regular meeting of Thursday, August 24, 2023.

## 3. Approval of Claims

- A. Claims Allowance 8.24.23
- B. Claims Allowance 8.29.23
- C. Claims Allowance 9.12.23

Upon a motion by Commissioner Relos, seconded by Secretary Sallie, the motion carried unanimously, the Commission approved the claims allowances of August 24, August 29, and September 12, 2023.

## 4. Old Business

## 5. New Business

### A. River West Development Area

#### 1. Budget Request (Rebuilding Our Streets RWDA)

Kara Boyles Presented a Budget Request (Rebuilding Our Streets RWDA). The request in the amount of \$255k is to provide funding to support the city's Rebuilding Our Streets Plan which is in its third year of implementation. Requested funds will be used for the paving and reconstruction of the intersection at Ameritech & Cleveland Road.

Ms. Boyles explained that this is a complicated maintenance for the intersection as this intersection is heavily traveled by semis and other traffic as an entrance/exit to the bypass. In order to do this project, we will have to do it in five different cases in order to construct it and make sure that everyone has accessibility. All of the legs of the project are complete except the intersection. The price of concrete is now higher than the 2023 prices and the complicated maintenance of the traffic. At each cycle of the work, the concrete has to be cured with no traffic for seven days. This project has a completion date in Spring 2024. Commission approval is requested.

Upon a motion by Commissioner Relos, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved Budget Request (Rebuilding Our Streets RWDA) submitted on Thursday, September 14, 2023.

**2. Development Agreement (Property Brothers, LLC)**

Erik Glavich Presented Development Agreement (Property Brothers, LLC). Mr. Glavich presented the commission with a Development Agreement with Property Brothers LLC, a small-scale developer committed to providing high-quality affordable housing in South Bend. The properties are on the Near Northwest side. Jordan Richardson, the founder, and CEO is joined virtually.

The development agreement before you involves three separate properties. The developer is undertaking a project to rehabilitate two existing vacant residential buildings and construct a new residential building, bringing online at least seven new residential units near the Lincoln Way West corridor. Mr. Richardson has purchased the fourplex and has signed a purchase agreement with Anne Mannix. Mr. Richardson is using the city's pre-approved plans and we are very excited about that, which will help reduce his costs. The developer hopes to have eight high quality affordable units online by December 31, 2025. The agreement states a minimum of seven units as the Scott Street property may be a challenge as it is not wired for four units at this time.

This agreement specifies that the funding amount provided by Redevelopment Commission will not exceed \$150,400 and the private investment by the developer will be no less than \$709,000. The Developer agrees to complete the project by the end of 2025. The funding amount will be used for local public improvements such as exterior improvements to existing real property and site improvements. There are numerous public improvements related to the investment such as sidewalks, curb work and alleyways. Mr. Richardson has a tremendous reputation for high quality work.

Mr. Richardson, CEO states they are excited to take on a project of this weight in that area. This will help support the need for housing. Our desire was to do a new building. We requested a couple of projects at once to help area housing. We have already purchased one of the properties and they are in extremely rough shape. One has a tree growing in it. The properties have been broken into and used as a squatting area for the homeless.

Secretary Sallie thanked Mr. Richardson for being interested in the properties and asked what his definition of affordable housing would be. Everyone's definition of affordable housing is not the same.

Mr. Richardson stated the rates are what the Housing Authority and HUD rates are. The scale changes as to what is fair and affordable.

South Bend Redevelopment Commission Regular Meeting – September 14, 2023

Mr. Glavich states one of the city's priorities is affordable, quality housing.

President Jones asked who pays for the sidewalks.

Mr. Glavich stated that the homeowners do. The curbs are the cities.

Commissioner Wax asked if the sidewalk is part of the local public improvements.

Mr. Glavich stated yes, along with landscaping, curbs, roofing, windows etc. These are included in the development agreement.

Commissioner Wax asked if a developer uses the funds for roofing, windows and runs out of money for the sidewalks; what happens. Is it a requirement that those public improvements must be done or is that something that is theoretically left to fall through the cracks.

Mr. Molnar stated when you file for a building permit for a new home, you are required to replace your sidewalks. If the RDC did not cover the sidewalks it would be the developer's responsibility.

Mr. Richardson states their goal is to bring as many units as possible online.

Commissioner Relos asked if Mr. Richardson has done other projects.

Mr. Richardson stated yes, and they have focused on the Near Northwest area. One project was completed near the Botany shop in 2020. They were able to do a full rehab on the property. They have done a few in this Near Northwest neighborhood.

Mr. Glavich stated that the Scott Street block also has the Advantix project of a minimum of eight units and a maximum of twelve units in the next few years. This would be near the new Charles Martin Center near Lincoln Way West.

Matt Barrett, resident, would recommend affordable housing be defined in the development agreement going forward. He did not see when the project was to be completed in the agreement with a clause that talks about a certificate of completion. He recommends that there be certificates of occupancy issued for all users before the project is completed.

Commissioner Wax read from the agreement stating that the developer agrees to complete the project by December 31, 2025.

Mr. Molnar stated that when the city uses the word affordable in an agreement that it is always tied back to the HUD metric. When there is not a specific income requirement, we use the term market rate.

## South Bend Redevelopment Commission Regular Meeting – September 14, 2023

Mr. Glavich stated that the certificate of completion clause is typically included in purchase agreements not in the development agreement. Exhibit D in the project does clarify Mr. Barrett's question.

Ms. Campbell-Weiss stated that in this agreement the new build plus the number of units required is in the project plan and needs to be completed by December 31, 2025; if not, that is what triggers reimbursement obligations.

Mr. Barrett asked what needed to happen by that date and he again suggested that there be a certificate of occupancy to the properties.

Mr. Richardson stated the certificate of occupancy is something that the building department works on with developers. It is a natural part of the rehab process. That item is on his check list.

Mr. Bauer states that this is not a trust piece. The agreement is outlined in Exhibit D for each of the units. Mr. Bauer read Exhibit D to the commission.

Commissioner Wax stated that is how he understood Exhibit D and we have made positive improvements in our development agreements. It is something we could require in the future.

Vice-President Warner stated that more clarity in the agreements going forward is better. We have other agreements where that is stated. If we have issues, it will help clean things up on other ends.

Mr. Barrett stated there are at least four categories of affordable housing. Any four categories count for fair market value calculations by HUD.

Mr. Bauer stated that Mr. Richardson was referencing the HUD threshold to determine eligibility from private property owners for participating in the Housing Choice Voucher program. He clarified the HUD and the Housing Choice Voucher program.

Upon a motion by Vice-President Warner, seconded by Commissioner Wax, the motion carried unanimously, the Commission approved Development Agreement (Property Brothers, LLC) submitted on Thursday, September 14, 2023.

### **3. Compliance Update (Bear Brew, LLC)**

Caleb Bauer Presented a Compliance Update (Bear Brew, LLC). This is better known as Bare Hands Brewery. The Commission was updated on where we are at with the latest amendment to the real estate purchase agreement, which may move them to decide on official action.

Disposition of the former Gates lot was in 2013. There were no bids at that time. In 2016 the Redevelopment Commission and city staff negotiated a purchase agreement for the property for \$1 in exchange for private investment commitment to open a brewery on that site. Since this agreement there have been seven amendments to the original agreement.

## South Bend Redevelopment Commission Regular Meeting – September 14, 2023

During that time the private investment commitment was reduced in an effort to assist the business owner and to obtain compliance including extension of the timeline several times over a seven-year period.

Staff came before the Redevelopment Commission approximately one and a half years ago to set a couple of new deadlines with a slightly different format with two separate deadlines. The rough in inspection deadline was for February 1, 2023, and a project completion deadline of September 1, 2023. Bare Hands Brewery did complete the rough in inspections although there were some pieces that they needed to resolve from that inspection. That occurred prior to the February 1, 2023, deadline. Since that time, little to no work has been done at the site and it is not near completion. The owner reached out to staff on August 29, 2023, a couple days prior to the final completion date explaining that they do not have financing in place or the financial means to complete the project and requested an extension of at least another year.

The third amendment to the purchase agreement in which the Redevelopment Commission initiated an attempt to retake control of the property did clarify in the reversion clause that there would be re-payment to Bare Hands the cost of physical improvements to the building. Bare Hands would need to share detailed invoicing with review and approval by the Commission staff. We did share that with the Bare Hands ownership team, and we received information from them this morning. Not all of the information received fits within the reversion clause, so we are not able to share that today as we have not had time to review. Chris Gerard, owner of Bare Hands was not able to join today's meeting, but he was invited to.

Taxes owed on the property currently are \$8,073; of that \$6,893 are delinquencies over the last couple of years. There was a partial payment made in March 2023. The staff has always wanted this project to move forward and have worked with Bare Hands to assist them. Seven years have passed since the beginning of the project, and we feel that was enough time to complete the project.

Bare Hands has a great retail facility in Granger. This is not about the business itself but about the commitments that have not been met in the agreements or many amendments. There is no clear pathway to the commitments to be met in the future.

Staff recommends consideration of official action to issue a letter of default to Bare Hands/Bear Brew.

Commissioner Wax states that every project through Redevelopment; especially those for a dollar, are real cost opportunities for developers. Does staff feel that there would be other opportunities at this property?

Mr. Bauer states as a courtesy to Bare Hands, we felt it would be inappropriate to discuss with others prior to the deadline. We want to make sure we gave the property owner a full chance to the terms of their commitments. He does believe in the last seven years that the block and its marketability has changed significantly. With new investments coming in full force through various expansions he does think it is a great opportunity. Is there a better use for the entire block instead of just for the Gates building. We have received inquiries, but we have not had discussions out of respect to this agreement.

Commissioner Wax asked what would the commissions obligations be to future development? Would we be starting back at a dollar or would we be building that in to get it back from a future developer. If a letter of compliance is issued would the commission have to eat the cost, or do we expect this to be on the next developer?

Mr. Bauer stated he cannot state what will happen. He believes that the expenditures are minimal and that need to be reimbursed but staff needs to review the invoices. He believes that we can incorporate the expenditure into the future purchase price of the property, so the Commission is reimbursed.

Secretary Sallie stated that she is very disappointed that here is not a representative here today to speak on behalf of Bare Hands as this is a very serious matter to default. She also believes that it is disrespectful to the Commission to present their side.

Vice-President Warner stated that the initial notification of disposition was in 2013. He is unsure if we will need to go through the process again. He states that on the fifth amendment of February 2022 the Commission was told that financing was in place and Bare Hands was moving forward. In July 2022 there were construction delays and again we are hearing financing issues. We want development there. He believes they have had ample opportunity and he believes it is time for a different project there.

Desmond Upchurch, resident asked if Bare Hands would be able to receive the new vacant building loan from the city for up to \$500k.

Mr. Bauer states that is something that BDC could look at, but they would have to have a financial institution that provides 50% of that loan. Per several conversations with Bare Hands, he does not believe there is a financial institution in place with the developer. There is an underwriting process for this loan and with the history of the business I do not believe they would qualify but they could apply.

Mr. Barrett, resident does not understand why benefits are extended to enterprises with delinquent taxes.



Upon a motion by Vice-President Warner, seconded by Commissioner Wax, the Commission unanimously approved the City of South Bend Legal Department to proceed with a letter of default to Bare Hands Brewery/Bear Brew as of September 14, 2023.

**6. Progress Reports**

A. Tax Abatement

1. Erik Glavich stated that at the Common Council meeting the Council approved the following:
  - Common Council approved a five-year personal property tax abatement for Imagineering Enterprises. The petitioner plans to purchase and install a new electroless nickel line costing \$2,631,500. The investment will increase revenues by 25 to 30 percent and enable Imagineering to hire 10 new full-time employees.

B. Common Council

C. Other

1. Joe Molnar updated the Commission on the St. Joseph County tax sale. The staff has interest in two properties that were on the acquisition list. One property tax were paid prior to the sale. The other property went considerably higher than our maximum bid.
2. Mr. Molnar stated the Board of Public Works approved the transfer of the property at Washington and Taylor. An RFP was drafted, and we are reviewing it and will send it to South Bend Heritage soon.
3. Caleb Bauer provided details on the new Vacant Building Credit Enhancement Fund. This will be administered by the nonprofit Business Development Corporation. They are an SBA lender who will take on the underwriting and administrative duties of the program. The program is a revolving loan program to provide secondary loan financing. This paired with financing from a traditional lender for the redevelopment of vacant buildings with preference on commercial corridors.

**7. Next Commission Meeting:**

Thursday, September 28, 2023

**8. Adjournment**

Thursday, September 14, 2023, 10:30 a.m.

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Vivian Sallie, Secretary

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Marcia Jones, President



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

To: South Bend Redevelopment Commission  
From: Kyle Willis, City Controller  
Date: Tuesday, September 19, 2023

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

GBLN-0063379	\$238,839.75
GBLN-0000000	\$0.00

Total:	<u>\$238,839.75</u>
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Kyle Willis

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

South Bend Redevelopment Commission

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

Date:

Attest: \_\_\_\_\_

Name:

ance

l claims and

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\$ 238,839.75

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**Expenditure approval**

RDC Payments-9/19/23 Pymt Run

GBLN-0063779

**Payment method:** ACH-Total  
**Voucher:** RDCP-00020015  
**Payment date:** 9/19/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000019	ABONMARCHE CONSULTANTS OF IN	147823	Monroe Circle Demo PSA	9/24/2023	\$10,000.00	324-10-102-121-431000-- PROJ00000440	PO-0024349

**Payment method:** CHK-Total  
**Voucher:** RDCP-00020016  
**Payment date:** 9/19/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001368	R YODER CONSTRUCTIO N INC	APP #1	Nexus Center Site and Bldg	9/2/2023	\$150,926.50	430-10-102-121-443001-- PROJ00000292	PO-0022093

**Payment method:** CHK-Total  
**Voucher:** RDCP-00020017  
**Payment date:** 9/19/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	8242023	SBCC Grant Indiana Dinosaur Museum	9/23/2023	\$22,148.25	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	8242023	SBCC Grant Indiana Dinosaur Museum	9/23/2023	\$3,500.00	324-10-102-121-441000-- PROJ00000403	PO-0022186

**Payment method:** CHK-Total  
**Voucher:** RDCP-00020018  
**Payment date:** 9/19/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00011571	Paul R. McDowell, Jr.	5	Web Design Services	9/19/2023	\$2,265.00	433-10-102-123-439300-- PROJ00000383	PO-0024848

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**Payment method:** CHK-Total  
**Voucher:** RDCP-00020019  
**Payment date:** 9/19/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00012291	R Ray Real Estate, LLC	1250	Kemble/Indiana Ave	8/19/2023	\$50,000.00	422-10-102-121-443000--	PO-0025701

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# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 9/25/23

FROM: Joseph Molnar

SUBJECT: Real Estate Purchase Agreement Lafayette Building

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

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

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

APPROVED  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

PURPOSE OF REQUEST: Purchase Agreement for the Lafayette Building and 117/119 Lafayette for the purpose of restoration and redevelopment.

Specifics: The City of South Bend acquired the Lafayette Building from St. Joseph County in 2018 with the purpose of preserving the existing structure and returning it to productive use. The building at the time was in danger of becoming dilapidated beyond repair. City stabilization efforts since acquiring the building have included a full roof replacement, roof drain replacement, skylight replacement, and exterior masonry repair as well as other rehabilitation efforts. These repairs have stabilized the building and prepared it for the next stage of rehabilitation.

On September 22, 2022 the Redevelopment Commission (RDC) issued a Request for Proposal (RFP) for the rehabilitation and adaptive reuse of the Lafayette Building with a deadline for proposals of January 26, 2023. While numerous entities and individuals enquired and toured the building during the RFP process, no official bid was submitted.

RDC Staff are now pleased to present a Real Estate Purchase Agreement (Agreement) with Lafayette OpCo LLC (the "buyer"). The buyer intends to redevelop the building into a mixed-use building. The Agreement also include the sale of 117/119 Lafayette Blvd. which is the parking lot immediately south of the Lafayette Building.

The submitted Agreement commits the buyer to the following:

- Sale price of \$10,000
- Begin construction within 12 months of the Closing Date
- Complete construction within 60 months of the Closing Date
- Expend no less than \$8 million on improvements to the site
- Redevelopment of the building must include ground floor retail spaces and a minimum

of thirty (30) apartments.

Furthermore, due to the historic architectural nature of the building, the buyer understands that the property improvements shall not include any reduction in the size of the open atrium space, which shall remain continuous from the ground floor to the fifth floor, nor shall the property improvements include any reduction to the size of the skylight. Restrictive covenants will be included on the deed of the property ensuring these safeguards.

The Lafayette Building is also a local Historic Landmark and any exterior alterations to the building will require approval of the Historic Preservation Commission of St. Joseph County and South Bend.

If the buyer fails to comply with the requirements of the Agreement, the RDC shall have the right to re-enter and retake possession of the building.

The Lafayette Building is one of the most unique buildings in downtown South Bend and rehabilitation of the building and returning it to active use will not only preserve a historic building but will also enhance the appearance and vitality of downtown.

Staff requests approval of this 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 \$ \_\_\_\_\_



## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement (this “Agreement”) is made on September 28, 2023 (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 Lafayette OpCo LLC, an Indiana limited liability company (“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”)**, inclusive of the approximately 37,357 square foot building, surface parking areas, and drive areas located thereon, and all fixtures, easements, appurtenances, hereditaments, rights, powers, privileges, and other improvements thereon and/or appurtenant thereto.

C. Pursuant to the Act, Seller adopted its Resolution No. 3558 on September 22, 2022, whereby Seller established an offering price of Three Hundred Ninety-Two Thousand One Hundred Dollars (\$392,100.00) for the Property.

D. Pursuant to the Act, on September 22, 2023 Seller authorized the publication, on October 1, 2022, and October 8, 2022, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before January 26, 2023, at 9:30A.M.

E. As of January 26, 2023, at 9:30A.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  
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: Lafayette OpCo LLC  
333 Greene Ave, 12A  
Brooklyn, NY 11238  
Attention: Rachel Brandenberger

WITH COPY TO: Barnes & Thornburg LLP  
201 South Main Street, Suite 400  
South Bend, Indiana 46601  
Attention: Timothy A. Emerick

### **3. PURCHASE PRICE AND EARNEST MONEY DEPOSIT**

A. Purchase Price. The purchase price for the Property shall be Ten Thousand Dollars (\$10,000.00) (the "Purchase Price"), payable by Buyer to Seller by ACH, wire transfer or other immediately available funds at the closing described in **Section 11** below (the "Closing," the date of which is the "Closing Date").

B. Earnest Money Deposit. Within fifteen (15) days after the Contract Date, Buyer will deliver to the Title Company (as defined below) the sum of One Thousand Dollars (\$1,000.00), which Seller will hold as an earnest money deposit (the "Earnest Money Deposit"). 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, Seller shall cause the Earnest Money Deposit to be promptly 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 mixed-use building including residential and commercial spaces (the "Buyer's Use"). Seller acknowledges that Buyer's determination of whether Buyer's Use is feasible requires investigation into various matters at the Buyer's sole discretion. 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 similar matters as determined by Buyer.

B. Due Diligence Period. Unless extended by the mutual agreement of the Parties, Buyer shall have a period of ninety (90) days commencing on the Contract Date to complete its examination of the Property (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 conducting buyer diligence; provided, that (i) Buyer will not take any action upon the Property which reduces the value thereof or conduct any invasive testing at the Property without Seller's express prior written consent, which will not be unreasonably withheld or delayed; and (ii) if the transaction contemplated by this Agreement is not consummated, Buyer shall promptly restore the Property to its condition prior to entry. Buyer 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, provided that Buyer shall not be required to indemnify Seller for any condition (including, but not limited to, any environmental condition) existing on the Property prior to Buyer's or Buyer's agents access to the Property; and

(ii) file any application with any federal, state, county, municipal, regional or other agency relating to the Property for the purpose of obtaining any approval necessary

for Buyer's anticipated use, ownership or operation 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 and any non-invasive Phase II environmental site assessment of the Property pursuant to and limited by the authorizations stated in this **Section 4**.

E. 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**

Within five (5) days of the Contract Date, Seller will provide Buyer a copy of all 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.

## **6. HISTORIC LANDMARK STATUS**

Buyer acknowledges that the Property was designated an historic landmark per Ordinance No. 9082-00 passed by the South Bend Common Council on January 24, 2000. As such, the Property is subject to the Historic Preservation Ordinance as codified in the Municipal Code of the City of South Bend, Indiana and the related standards and guidelines for stand-alone historic landmarks.

## **7. PRESERVATION OF TITLE**

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 an ALTA survey of the Property (the "Survey") identifying all interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller's title (such matters are referred to as "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 9** below).

## **8. 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”) in the form attached as **Exhibit B**, from the Seller to the Buyer, and (ii) provide for issuance of a final ALTA owner’s title insurance policy removing all standard exceptions thereto, 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.

## **9. REVIEW OF TITLE COMMITMENT AND SURVEY**

Within twenty (20) days after Buyer’s receipt of the Title Commitment and Survey (the “Title and Survey Review Period”), Buyer shall give Seller written notice of any objections to the Title Commitment and 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 Title and Survey Review Period, Buyer may terminate this Agreement by written notice to Seller prior to expiration of the Title and Survey Review Period, in which case the Earnest Money Deposit shall be refunded to Buyer. If Buyer fails to so terminate this Agreement, then such objections 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.

## **10. NOTICES**

Any notice or other communication required or permitted under this Agreement will be in writing and will be deemed to have been given, (i) when received, if personally delivered, (ii) three (3) working days after being deposited, if placed in the United States mail for delivery by registered or certified mail, return receipt requested, postage prepaid, (iii) one (1) working day after being provided to a reputable, national overnight delivery service, if sent by overnight courier, charges prepaid, or (iv) on the day sent, if emailed prior to 4:00 p.m., recipient’s local time on a working day; or if sent later or not on a working day, the next working day, in each case addressed at the addresses set forth in **Section 2** above. Addresses may be changed by written notice given pursuant to this **Section 10**, however any such notice will not be effective, if mailed, until three (3) working days after depositing in the United States mail or when actually received, whichever occurs first.

## **11. 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 sixty (60) days after the end of the Due Diligence Period. The Buyer may extend the Closing for an additional thirty (30) days by providing notice of such extension to Seller.

B. Obligations at Closing.

(i) Of Seller. At Closing, Seller will deliver: (i) the fully executed Deed, conveying and warranting to Buyer good, indefeasible, and marketable fee simple title to the Property, subject to no liens or encumbrances other than real estate taxes which are a lien on the Property but are not yet due and payable and the Permitted Exceptions; (ii) an executed Vendor’s Affidavit in form and substance satisfactory to the Title Company and sufficient to cause the removal of the general exceptions from the Title Policy; (iii) an executed Non-Foreign Affidavit in form required by the Internal Revenue Code; (iv) an

executed Indiana Sales Disclosure Form; (v) an executed Bill of Sale conveying to Buyer the Personal Property; and (vi) any and all other documents contemplated by this Agreement or appropriate to consummate the sale of the Property or reasonably requested by Buyer or the Title Company.

(ii) Of Buyer. At Closing, Buyer will deliver: (i) the Purchase Price less any credits, reductions, and prorations and less the Earnest Money Deposit; (ii) an executed Indiana Sales Disclosure Form; and (iii) any and all other documents contemplated by this Agreement or appropriate to consummate the purchase of the Property or reasonably requested by Seller or the Title Company.

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.

D. License Agreement. At Closing, the Parties shall execute a license agreement for temporary use (the "License Agreement") in the form attached as **Exhibit C** for the portion of the Property commonly known as 117 119 LAFAYETTE (the "Parking Lot"), which will grant access to the Seller to continue using the Parking Lot for purposes of employee parking until such time as Buyer begins substantial work towards implementing the Property Improvements that will require use of the Parking Lot.

## 12. REPRESENTATIONS OF SELLER.

Seller covenants, represents, and warrants to Buyer that, both now and as of the Closing Date:

A. Seller has good, indefeasible, and marketable fee simple title to the Property, subject to no liens or encumbrances; Seller has the right to convey the Property pursuant to the terms of this Agreement; and no person (other than Buyer pursuant to this Agreement) has a right to acquire any interest in the Property;

B. This Agreement has been duly executed and delivered by Seller, and constitutes the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, and this Agreement does not violate any other agreement, oral or written, which may exist with respect to the Property;

C. Seller has the full right, power, and authority to enter into this Agreement and to consummate the transaction contemplated herein and the individual executing this Agreement on behalf of Seller has the power and authority to bind Seller to the terms and conditions of this Agreement;

D. So far as is known by Seller after reasonable investigation, there is no action, suit, litigation, or proceeding of any nature pending or threatened against or affecting the Property, or any portion thereof, by any third party, in any court, or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality;

E. Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, or any regulations promulgated thereunder;

F. So far as is known by Seller after reasonable investigation, Seller has not received written notice from any governmental authorities or any political or quasi-political, subdivision, agency, authority, department, court, commission, board, bureau, or instrumentality of any of the foregoing, stating that the Property is or may be in violation of any applicable federal, state, or municipal law, ordinance, or regulation regarding Hazardous Substances (as hereinafter defined) or the alleged violation of any Environmental Law (as hereinafter defined). As used herein, the term “Hazardous Substances” will mean: (i) those substances included within the definitions of any one or more of the terms “hazardous materials,” “hazardous wastes,” “hazardous substances,” “industrial wastes,” and “toxic pollutants,” as such terms are defined under the Environmental Laws (as hereinafter defined), or any of them; (ii) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (iii) natural gas, synthetic gas and any mixtures thereof; (iv) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable; (v) polychlorinated biphenyl (“PCBs”) or PCB-containing materials or fluids; (vi) radon; (vii) any other hazardous or radioactive substance, material, pollutant, contaminant or waste; and (viii) any other substance with respect to which any Environmental Law (as hereinafter defined) or governmental authority requires environmental investigation, monitoring, or remediation. As used herein, the term “Environmental Laws” will mean all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species, and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state, or local transfer of ownership notification or approval statutes.

The representations contained in this Section 12 shall survive Closing.

### **13. BUYER’S POST-CLOSING DEVELOPMENT OBLIGATIONS**

A. Property Improvements; Proof of Investment. On or before the date that is Forty-Eight (48) months after the Closing Date (the “**Projected Completion Date**”), as such date may be extended pursuant to **Section 13D**, the Buyer will expend an amount not less than Eight Million Dollars (\$8,000,000.00) on improvements to the site, as well as the cost of equipment and design, needed to redevelop the Property for the uses set forth herein including ground floor retail spaces and a minimum of thirty (30) apartments (“Property Improvements”). Buyer understands and agrees that the Property Improvements shall not include any reduction in the size of the open

atrium space, which shall remain continuous from the ground floor to the fifth floor, nor shall the Property Improvements include any reduction to the size of the skylight. Buyer further understands that restrictive covenants shall be included in the Deed regarding these limitations. 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 12 months of the Closing Date, for the sake of clarity, demolition of a portion of the Property shall be deemed to satisfy these this requirement;

(ii) Complete construction of the project and Property Improvements by the Projected Completion Date (as such date may be extended pursuant to **Section 13D**);

(iii) 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.

(iv) Provide the design, plans, and specifications for Property Improvements contemplated for the exterior portions of the Property, including the exterior of the building, surface parking areas, and drive areas, 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 entirety of this **Section 13**, 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; Extension of Projected Completion Date. In the event Buyer fails to comply with **Section 13.A** or **Section 13.B** above, then, in addition to pursuing any other remedies available at law or in equity, Seller shall have the right to 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. Notwithstanding the foregoing, Buyer may extend the Projected Completion Date by an additional twelve (12) months – to the date that is Sixty (60) months after the Closing Date (the "Extended Projected Completion Date"). In order to extend the Projected Completion Date to the Extended Projected Completion Date, Buyer shall (i) provide written notice to Seller of the extension on or before the date that is Forty-Two (42) months after the Closing Date,



and (ii) complete at least seventy-five percent (75%) of the Property Improvements by the Projected Completion Date.

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 13** will be referenced in the deed.

#### **14. 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.

#### **15. 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.

#### **16. OPERATION; RISK OF LOSS; DAMAGE AND CONDEMNATION**

Between the Contract Date and the Closing, Seller will (i) operate the Property in all material respects in the same manner in which Seller operated the Property prior to the Contract Date, including, but not limited to, keeping the Property fully insured, (ii) maintain the Property in its present order and condition and deliver the Property at Closing, and (iii) not enter into any new lease involving the Property. Seller will bear all risk of loss, destruction, and damage to all or any portion of the Property and to persons or property upon the Property prior to the Closing. If any time after the Effective Date: (i) the Property or any portion thereof will be damaged or destroyed, (ii) the Property is condemned, in whole or in part, or (iii) any notice of condemnation will be given, then Seller will promptly notify Buyer of such event and Buyer, at its sole discretion, may terminate this Agreement by written notice to Seller or proceed with Closing. In the event that Buyer elects to terminate this Agreement, Buyer and Seller will no longer have any obligation hereunder to each other, except for those obligations that expressly survive the termination of this Agreement. If Buyer elects to proceed with Closing, then Buyer may accept an assignment of the proceeds of any condemnation award or insurance policy held by Seller or may apply the same as a credit reducing the Purchase Price.

#### **17. 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. 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.

## **18. 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.

## **19. 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.

## **20. 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 of any of the representations contained in this Agreement by the other party.

## **21. 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.

## **22. 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.

## **23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. ASSIGNMENT**

Buyer may assign its right under this Agreement to an entity (i) wholly owned by Buyer, or (ii) under common control with the owners of Buyer as of the Contract Date.

**28. 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.

**29. 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.

30. **TIME**

Time is of the essence of this Agreement.

**[Signature page follows.]**



**EXHIBIT A**

**Description of Property**

**Parcel No.** 71-08-12-151-003.000-026

**Tax ID:** 018-3009-0288

**Legal Description:** LOT 393 EX 60'W END ORIGINAL PLAT SOUTH BEND

**Commonly Known As:** 115 LAFAYETTE

**Parcel No.** 71-08-12-151-004.000-026

**Tax ID:** 018-3009-0289

**Legal Description:** 42 1/2' N SIDE LOT 394 ORIGINAL PLAT SOUTH BEND

**Commonly Known As:** 117 119 LAFAYETTE

**EXHIBIT B**

**Form of Special Warranty Deed**

**AUDITOR'S RECORD**

TRANSFER NO. \_\_\_\_\_

TAXING UNIT \_\_\_\_\_

DATE \_\_\_\_\_

KEY NO. 018-3009-0288

018-3009-0289

**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 LAFAYETTE OPco LLC (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"):

**Parcel No. 71-08-12-151-003.000-026**

**Tax ID: 018-3009-0288**

**Legal Description: LOT 393 EX 60'W END ORIGINAL PLAT SOUTH BEND**

**Commonly Known As: 115 LAFAYETTE**

**Parcel No. 71-08-12-151-004.000-026**

**Tax ID: 018-3009-0289**

**Legal Description: 42 1/2' N SIDE LOT 394 ORIGINAL PLAT SOUTH BEND**

**Commonly Known As: 117 119 LAFAYETTE**



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.

The Grantor conveys the Property to the Grantee subject to the limitations that the Grantee, and its successors and assigns, shall not:

- a. 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;
  - b. reduce in size the open atrium space inside the building structure on the Property, which shall remain continuous from the ground floor to the fifth floor; or
  - c. reduce the size of the skylight constructed on the building structure,
- all of which shall be deemed covenants running with the land.

Pursuant to Section 13 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 13 of the Purchase Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revert 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 13 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:

\_\_\_\_\_  
Vivian Sallie, 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 Vivian Sallie, 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 \_\_\_\_ day of \_\_\_\_\_, 2023.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
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. .

**EXHIBIT C**

**License Agreement for Temporary Use**



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 9/26/23  
FROM: Erik Glavich, Director, Growth & Opportunity  
SUBJECT: Property Bros LLC Development Agreement

\_\_\_\_\_ 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: Development Agreement for Lafayette Building and parking lot (115, 117-119 S. Lafayette Blvd.) with Lafayette OpCo LLC

SPECIFICS: The Commission will consider a Development Agreement with Lafayette OpCo LLC to provide funding in support of a rehabilitation project for the Lafayette Building and adjacent parking lot. This development agreement will be considered along with a separate real estate purchase agreement for the properties. The developer will restore the building while maintaining important architectural and design elements, with the project ultimately creating 30 apartments and retail space on the ground floor.

This Agreement specifies that (1) the Funding Amount provided by Redevelopment Commission will not exceed \$750,000 and (2) the Private Investment by the Developer will be no less than \$8,000,000. The Developer agrees to complete the project within 5 years of the Closing Date per the real estate purchase agreement. The Funding Amount will be used for Local Public Improvements such as constructing an ADA-compliant entrance, rehabilitating the parking lots, and exterior improvements. Staff recommends approval of this Development 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

## **DEVELOPMENT AGREEMENT**

This Development Agreement (this “Agreement”), is effective as of September 28, 2023 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Lafayette OpCo LLC, an Indiana Limited Liability Company, (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

### **RECITALS**

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

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

WHEREAS, the Commission owns certain vacant and inactive real property described in **Exhibit A**, which, concurrently with this Agreement, is being sold to Developer through a Real Estate Purchase Agreement (the “Purchase Agreement”), inclusive of the approximately 37,300 square foot building (including the basement), surface parking areas, and drive areas located thereon, and all fixtures, easements, appurtenances, hereditaments, rights, powers, privileges, and other improvements thereon and/or appurtenant thereto (collectively, the “Developer Property”); and

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

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

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

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

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

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

## **SECTION 1. DEFINITIONS.**

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

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

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

1.3 Funding Amount. “Funding Amount” means an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.4 Private Investment. “Private Investment” means an amount no less than Eight Million Dollars (\$8,000,000.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other hard or soft costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

## **SECTION 2. INTERPRETATION, TERMS, AND RECITALS.**

### **2.1 Interpretation.**

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

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

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

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

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

### **SECTION 3. ACCESS.**

3.1 Grant of Easement. The Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the Developer Property (the “Easement”) in the form attached hereto as **Exhibit D**, to permit the Commission to fulfill its obligations under this Agreement, including the construction, equipping, inspection, and delivery of the Local Public Improvements. The Easement shall (a) inure to the benefit of the Commission and the Board of Works or any contractors acting on behalf of the Commission in connection with the construction, equipping, inspection, and delivery of the Local Public Improvements; (b) shall bind the Developer and its grantees, successors, and assigns; and (c) shall terminate no later than upon completion of the Local Public Improvements, as determined by the Board of Works.

### **SECTION 4. DEVELOPER’S OBLIGATIONS.**

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

#### 4.2 The Project.

(a) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as **Exhibit B** and the plans and specifications to be approved by the City’s Executive Director of Community Investment, or their designee, pursuant to Section 4.7 (“Submission of Plans and Specifications for Project”) of this Agreement, which improvements shall comply with all zoning and land use laws and ordinances.

(b) The Developer will expend the Private Investment to complete the Project in accordance with the Project Plan attached hereto as **Exhibit B** and the plans and specifications to be approved by the Commission pursuant to Section 4.7 (“Submission of Plans and Specifications for Project”) of this Agreement.

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

4.4 Obtain Necessary Easements. The Developer agrees to obtain any and all easements from any governmental entity and/or any other third parties that the Developer or the Commission reasonably deems necessary or advisable in order to complete the Local Public Improvements, and the obtaining of such easements is a condition precedent to the Commission’s obligations under this Agreement.

4.5 Timeframe for Completion. The Developer hereby agrees to complete the Project as set forth in the Project Plan and any other obligations the Developer may have under this Agreement by the completion date established in the Purchase Agreement, or otherwise agreed between the Developer and the Commission, as may be modified due to unforeseen circumstances

and delays (the “Mandatory Project Completion Date”). The Developer further agrees the total Project will be completed in accordance with the Project Plan attached hereto as **Exhibit B**.

Notwithstanding any provision of this Agreement to the contrary, the Developer’s failure to complete the Project or any other obligations the Developer may have under this Agreement by the Mandatory Project Completion Date will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.

4.6 **Reporting Obligations.**

(a) Upon the letting of contracts for substantial portions of the Project (for purposes of this Agreement, substantial portions of the Project shall mean the letting of contracts in an amount greater than \$100,000) and again upon substantial completion of the Project, the Developer hereby agrees to report to the Commission the number of local contractors and local laborers involved in the Project, the amount of bid awards for each contract related to the Project, and information regarding which contractor is awarded each contract with respect to the Project.

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

4.7 **Submission of Plans and Specifications for Project.** Promptly upon completion of all plans and specifications for the Project, or changes thereto, and prior to the Commission’s expenditure of the Funding Amount, the Developer shall deliver a complete set thereof to the City’s Executive Director of Community Investment, or their designee, who may approve or disapprove said plans and specifications for the Project in his or her sole discretion and may request revisions or amendments to be made to the same.

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

4.9 **Specifications for Local Public Improvements.** The Developer will be responsible for the preparation of all bid specifications related to the Local Public Improvements, and the Developer will pay all costs and expenses of such preparation, provided, however, that if the Commission pays any costs or expenses of such preparation, then the amount paid by the Commission will be deducted from the Funding Amount. The Developer will submit all bid specifications related to the Local Public Improvements to the City of South Bend Engineering Department (the “Engineering Department”). The Engineering Department may approve or



disapprove said bid specifications for the Project in its sole discretion and may request revisions or amendments to be made to the same. The Commission shall not be required to expend the Funding Amount unless the Engineering Department has approved all bid specifications.

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

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

4.12 Information. Following the closing of transaction contemplated by the Purchase Agreement and the Developer's acquisition of title to the Property, Developer agrees to provide any and all due diligence items with respect to the Project reasonably requested by the Commission.

## **SECTION 5. COMMISSION'S OBLIGATIONS.**

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

### **5.2 Completion of Local Public Improvements.**

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

(b) Before any work on the Local Public Improvements will commence, (a) the Commission will have received satisfactory plans and specifications for the Project and responded in accordance with Section 4.7 ("Submission of Plans and Specifications for Project") of this Agreement, and (b) the Engineering Department will have received satisfactory bid specifications for the Local Public Improvements and approved the same in accordance with Section 4.9 ("Specifications for Local Public Improvements") of this Agreement.

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

(d) Notwithstanding anything contained herein to the contrary, in the event the costs associated with the Local Public Improvements are in excess of the Funding Amount, Developer, at its sole option, may determine to pay to the Commission the amount of the excess costs to permit timely completion of the Local Public Improvements by the Commission, or an agent of the Commission, which amounts shall be applied for such purpose. If Developer chooses not to pay any such excess costs of the Local Public Improvements (above the Funding Amount), the Commission may reduce the scope of the Local Public Improvements to the amount which may be funded with the Funding Amount. In no event will the Commission be required to spend more than the Funding Amount in connection with the Local Public Improvements.

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

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

## **SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.**

6.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel. In no event shall the Commission be required to bear the fees and costs of the Developer's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section 6.1, which shall survive such invalidation, nullification, or setting aside.

## **SECTION 7. DEFAULT.**

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

7.2 Reimbursement Obligation. In the event that the Developer fails (a) to complete the Project by the Mandatory Project Completion Date, or (b) to expend the full amount of the

Private Investment by the Mandatory Project Completion Date, then upon the written demand of the Commission, the Developer will repay the Commission One Hundred Fifty Percent (150%) of the portion of the Funding Amount expended by the Commission in furtherance of the Local Public Improvements as of the date of the Commission's demand.

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

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

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

(a) The Project is a private development;

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

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

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

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

## **SECTION 9. MISCELLANEOUS.**

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

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

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

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

9.5 Attorneys' Fees. In the event the Commission successfully pursues any legal action (including arbitration) to enforce or interpret this Agreement to a final resolution in which the Commission is deemed by the ultimate decision maker to be victorious, Developer shall pay Commission's reasonable attorneys' fees and other costs and expenses (including expert witness fees).

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

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

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

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

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

Developer: Lafayette OpCo LLC  
333 Greene Ave., Unit 12A  
Brooklyn, NY 11238  
Attn: Rachel Brandenberger

With a copy to: Barnes & Thornburg LLP  
201 S. Main St., Suite 400  
South Bend, IN 46601  
Attn: Timothy A. Emerick

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

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

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

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

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

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

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

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

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

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

**Signature Page Follows**

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

SOUTH BEND REDEVELOPMENT  
COMMISSION

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Marcia I. Jones, President

ATTEST:

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Vivian Sallie, Secretary

Lafayette OpCo LLC  
By: Lafayette ParentCo LLC  
Its: Manager

By: *Rachel Brandenberger*  
Rachel Brandenberger, Manager

**EXHIBIT A**

**Description of Developer Property**

**Lafayette Building**

**Tax ID No.** 018-3009-0288

**Parcel Key No.** 71-08-12-151-003.000-026

**Legal Description:** Lot 393 Ex 60'W End O P So Bend

**Commonly known as:** 115 S. Lafayette Blvd, South Bend, Indiana 46601

**Parking Lot**

**Tax ID No.** 018-3009-0289

**Parcel Key No.** 71-08-12-151-004.000-026

**Legal Description:** 42 1/2' N Side Lot 394 Op South Bend

**Commonly known as:** 117-119 S. Lafayette Blvd, South Bend, Indiana 46601



## **EXHIBIT B**

### **Project Plan**

The Developer will complete the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations:

The Developer will complete the rehabilitation of the property known as the Lafayette Building, including but not restricted to:

- Construct at least thirty (30) apartment units; and
- Create ground floor retail spaces.

The Developer understands and agrees that the work shall not include any reduction in the size of the open atrium space, which shall remain continuous from the ground floor to the fifth floor, nor shall the work include any reduction to the size of the skylight.

## **EXHIBIT C**

### **Description of Local Public Improvements**

The Commission will complete, or cause to be completed, the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations:

- Construct an entrance that complies with requirements established by the Americans with Disabilities Act and other applicable laws and regulations;
- Rehabilitate (e.g., milling and resurfacing) parking lot(s);
- Complete exterior improvements including masonry work and the rehabilitation or replacement of windows; and
- Complete any other local public improvements eligible to be paid from tax increment finance revenues as agreed upon between the Parties.

Any and all costs associated with improvements in excess of the Funding Amount or not approved pursuant to Section 4.9 (“Specifications for Local Public Improvements”) are the sole responsibility of the Developer.

**EXHIBIT D**

**Form of Easement**

## GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the \_\_\_\_\_ of \_\_\_\_\_, 2023 (the “Effective Date”), by and between Lafayette OpCo LLC, with offices at 333 Greene Avenue, Unit 12A, Brooklyn, New York 11238 (the “Grantor”), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400S County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the “Grantee”).

### WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the “Easement”) on, in, over, under and across the real property described in attached Exhibit 1 (the “Property”) for the construction, equipping, and delivery of certain improvements on the Property (the “Local Public Improvements”), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Development Agreement by and between Grantor and Grantee, dated \_\_\_\_\_, 2023 (the “Development Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

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

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

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



## **EXHIBIT 1**

### **Description of Property**

#### **Lafayette Building**

**Tax ID No.** 018-3009-0288

**Parcel Key No.** 71-08-12-151-003.000-026

**Legal Description:** Lot 393 Ex 60'W End O P So Bend

**Commonly known as:** 115 S. Lafayette Blvd, South Bend, Indiana 46601

#### **Parking Lot**

**Tax ID No.** 018-3009-0289

**Parcel Key No.** 71-08-12-151-004.000-026

**Legal Description:** 42 1/2' N Side Lot 394 Op South Bend

**Commonly known as:** 117-119 S. Lafayette Blvd, South Bend, Indiana 46601

**EXHIBIT E**

**Form of Report to Commission**

City of South Bend  
**Department of Community Investment**

**Development Agreement Review**

Answer the below questions and return to the Department of Community Investment.

**Project Information**

**Project Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Construction Completed to Date:**

**Project Schedule Update:**

**Itemized Accounting of Private Investment to Date:**

**Number of Jobs Created:**

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

Address: \_\_\_\_\_

\_\_\_\_\_

Position: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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



## EXHIBIT F

### Minimum Insurance Amounts

- A. Worker's Compensation
  - 1. State Statutory
  - 2. Applicable Federal Statutory
  - 3. Employer's Liability \$100,000.00
  
- B. Comprehensive General Liability
  - 1. Bodily Injury
    - a. \$1,000,000.00 Each Occurrence
    - b. \$2,000,000.00 Annual Aggregate Products and Completed Operation
  
  - 2. Property Damage
    - a. \$1,000,000.00 Each Occurrence
    - b. \$2,000,000.00 Annual Aggregate
  
- C. Comprehensive Automobile Liability
  - 1. Combined Single Limit (Bodily Injury and Property Damage)
    - a. \$1,000,000.00 Each Accident
  
- D. Umbrella Liability
  - 1. \$10,000,000.00 Each Occurrence
  - 2. \$10,000,000.00 Annual Aggregate



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: 9/25/23  
FROM: Joseph Molnar  
SUBJECT: Temporary Use Agreement 117/119 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: Temporary Use Agreement for the use of the parking lot at 117/119 Lafayette

Specifics: Staff has submitted a purchase agreement for the Lafayette Building with Lafayette OpCo LLC. In that purchase agreement, the sale of the building also includes the parking lot to the immediate south of the building at 117/119 Lafayette. That parking lot will provide critical parking spaces for the Lafayette Building rehabilitation.

Currently, the parking lot is used by City of South Bend employees. This Temporary Access Agreement allows City staff to still park at 117/119 Lafayette until construction begins at the Lafayette Building. The agreement shall commence immediately upon sale of the property and expire December 31, 2024 or Lafayette OpCo may terminate the agreement and provide thirty (30) days notice.

Staff requests approval of this 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 \$ \_\_\_\_\_

## LICENSE AGREEMENT FOR TEMPORARY USE

This License Agreement for Temporary Use (this “Agreement”) is made on September 28, 2023, (the “Effective Date”), by and between Lafayette OpCo LLC, an Indiana limited liability company (“Owner”), and the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“City”), (each a “Party” and collectively the “Parties”).

### RECITALS

A. Owner and City are parties to that certain Real Estate Purchase Agreement, dated September 28, 2023 (the “Purchase Agreement”), wherein Owner purchased from City certain real property in South Bend, Indiana, inclusive of the approximately 37,357 square foot building (the “Lafayette Building”) and surface parking area, commonly known as 117 & 119 Lafayette and more particularly described in Exhibit 1 (the “Parking Lot”).

B. Owner intends to implement at a future date (the “Construction Commencement Date”) certain property improvements to the Lafayette Building which will require the use of the Parking Lot.

C. City desires to occupy and use the Parking Lot prior to the Construction Commencement Date, for the limited purposes described herein.

D. Owner agrees to allow City to occupy and use the Parking lot prior to the Construction Commencement Date, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and representations made in this Agreement, the legal adequacy of which are hereby acknowledged, Owner and City agree as follows:

1. Temporary License; No Lease or Easement. Owner hereby grants to City a non-exclusive, temporary license to occupy and use the Parking Lot for the limited purpose of ordinary parking by City’s employees but for no other use except upon the express advance written consent of Owner, which consent may be withheld at Owner’s sole discretion. The Parties mutually acknowledge and agree that this Agreement does not constitute a lease of or easement over the Parking Lot. Notwithstanding to the contrary contained herein, City and its invites shall have no right or license to use, enter or access any other property owned by Owner other than the Parking Lot.

2. Term. The license granted to City hereunder shall commence on the Effective Date and expire on December 31, 2024, unless earlier terminated in accordance with this Agreement.

3. Termination. Owner may terminate this Agreement at any time by delivering written notice to City at least thirty (30) days prior to Owner’s elected Construction Commencement Date, in which case the license granted hereunder shall automatically terminate on the Construction Commencement Date.

4. Compliance with Law, Personal Property. City’s activities in and on the Parking Lot shall be in compliance with all applicable laws, codes and regulations. It is the City’s responsibility to know

and conform to these laws, codes or regulations and to obtain all required permits. City's personal property shall be removed by City prior to the expiration or termination of this Agreement. The City may not construct or install any improvements of any kind or description on the Parking Lot without Owner's prior written consent.

5. Maintenance; Restoration. City, at its sole cost, will at all times maintain and keep in good order and condition the Parking Lot, including, but not limited to, clearing snow and ice from all sidewalks or other public rights-of-way on or abutting the Parking Lot, including any tree lawn area, in accordance with applicable zoning, building, property maintenance, and other regulations and authorities. In the event the City (or any of the City's licensees or invitees) disturbs or damages any part of the Parking Lot, the City will promptly restore such area(s) to substantially the same condition that existed immediately prior to such disturbance or damage, to Owner's satisfaction.

6. Security. City understands and agrees that Owner shall not be liable for any loss, damage, destruction, or theft of any of the City's personal property, or any bodily harm or injury that may result from the City's use of the Parking Lot.

7. Hazardous Materials. City will not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted upon the Parking Lot.

8. Indemnification. City agrees to indemnify and hold Owner (and its members, manager, employees, agents, and contractors) harmless from and against any and all claims, demands, judgments, losses, fines, penalties, costs, damages, and liabilities of any kind resulting or arising from (i) the violation by City of any law, ordinance or statute, (ii) any accident or other occurrence directly or indirectly arising from the use and occupancy of the Parking Lot by City's agents, employees, guests, invitees and assigns; or (iii) City's failure to comply with the terms and conditions of this Agreement.

9. Reservation of Rights. Owner reserves for itself the free use of the Parking Lot in any manner that does not substantially interfere with or obstruct the License under this Agreement.

10. Interpretation; Governing Law. This Agreement has been negotiated and drafted equally by both Parties and shall not be more strictly construed, nor ambiguities Agreement be presumptively resolved, against either Party. This Agreement will be governed and construed in accordance with the laws of the State of Indiana.

11. Assignment. City shall have no right to assign this Agreement or the licenses granted herein to any other person or party without Owner's prior written consent. The parties acknowledge and agree that the license herein granted is personal to City and shall not inure to the benefit of any other party.

12. Notices. All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) three days after deposited in the United States mail, first class postage prepaid; or (iii) in the case of overnight courier services, one business day after delivery to the overnight courier service with payment provided:

City: Caleb Bauer  
Executive Director  
City of South Bend, Indiana  
1400 S. County-City Building  
227 W. Jefferson Blvd.  
South Bend, IN 46601

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

Owner: Lafayette OpCo LLC  
333 Greene Ave, 12A  
Brooklyn, NY 11238  
Attn: Rachel Brandenberger

With a copy to: Barnes & Thornburg LLP  
201 South Main Street, Suite 400  
South Bend, IN 46601  
Attn: Timothy A. Emerick

13. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and Owner with respect to the subject matter hereof, and shall supersede all prior discussions, understandings, or agreements, whether written or oral, between the City (or any representative of the City) and the Owner concerning the same. None of the covenants, terms or conditions of this Agreement shall in any manner be amended, altered, waived, modified, changed or abandoned, except by a written instrument, duly signed and acknowledged, by the City and Owner.

14. 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, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of 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.

15. Authority; Counterparts; Signatures. Each undersigned person certifies that he or she is duly authorized to bind his or her respective Party to the terms of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall be one and the same instrument. Electronically transmitted signatures will be regarded as original signatures.

*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the parties have signed this License Agreement for Temporary Use to be effective as of the Effective Date.

**OWNER:**

**Lafayette Opco LLC**

BY; LAFAYETTE PARENTCO LLC

ITS: MANAGER

By: *Rachel Brandenberger*  
Rachel Brandenberger, Manager

**CITY:**

**South Bend Redevelopment Commission**

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

**ATTEST:**

\_\_\_\_\_  
Vivian Sallie, Secretary

**EXHIBIT 1**

**Description of Property**

**Parcel No.** 71-08-12-151-004.000-026

**Tax ID:** 018-3009-0289

**Legal Description:** 42 1/2' N SIDE LOT 394 ORIGINAL PLAT SOUTH BEND

**Commonly Known As:** 117 119 LAFAYETTE



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: 9/26/23  
FROM: Erik Glavich, Director, Growth & Opportunity  
SUBJECT: Approving Riverfront Liquor License District Guidelines

\_\_\_\_\_ 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:** Resolution approving updated “City of South Bend Riverfront Liquor License District Requirements, Eligibility Criteria, and Procedures”

**SPECIFICS:** On September 11, 2023, the South Bend Common Council approved two ordinances (Ordinance Nos. 10965-23 and 10966-23) that expanded South Bend’s Riverfront Development Project Area, known as the “Riverfront District.” An establishment in the Riverfront District that meets eligibility criteria could have access to a discounted 3-way “riverfront liquor licenses,” whereas an establishment outside of the District could access only a market-based liquor license. Liquor licenses are issued by the Indiana State Alcohol and Tobacco Commission (ATC), and an application for a riverfront liquor license must be accompanied with a recommendation by the City.

The Commission was granted the responsibility by the Common Council (Ordinance No. 10165-12) to develop policies and procedures guiding the issuance of riverfront liquor licenses in the Riverfront District.

The Commission will consider updated guidelines for the Riverfront District that strengthen the current guidelines and requirements to ensure that establishments possessing a riverfront liquor license substantially contribute to the cultural fabric and quality of life in the City of South Bend.

Staff recommends approval of this Resolution.



**RESOLUTION NO. 3580**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
ADOPTING THE SOUTH BEND RIVERFRONT LIQUOR LICENSE DISTRICT  
REQUIREMENTS, ELIGIBILITY CRITERIA, AND PROCEDURES**

WHEREAS, to complement economic development efforts of cities and towns, the Indiana General Assembly enacted Ind. Code § 7.1-3-20-16.1 (the “Act”), which allows the Indiana Alcohol and Tobacco Commission (“ATC”) to issue one-way, two-way, and three-way nontransferable permits without regard to the ATC quota restrictions to establishments within an authorized Municipal Riverfront Development Project (“Riverfront Permits”); and

WHEREAS, the Act requires the Municipal Riverfront Development Project areas to be located within existing economic development areas established by the Redevelopment Commission (the “Commission”) under Ind. Code § 36-7-14; and

WHEREAS, the South Bend Common Council (the “Council”) initially established a Municipal Riverfront Development Project in the City of South Bend in accordance with the Act through adoption of its Ordinance No. 10165-12, which was subsequently amended in its legal description by Ordinance No. 10178-12 and expanded by Ordinance Nos. 10281-13 and 10501-17; and

WHEREAS, the Commission was directed by the Council in its Ordinance No. 10165-12 to develop policies and procedures for individuals, corporations, and business entities to apply for a Riverfront License pursuant to the Act; and

WHEREAS, the Council recently authorized and established boundaries for two new Municipal Riverfront Development Projects through Ordinance No. 10965-23 authorizing and establishing “The Expanded West Riverfront District” and Ordinance No. 10966-23 authorizing and establishing “The Expanded East Riverfront District” (collectively, the “Riverfront District”); and

WHEREAS, the Commission now desires to update the established criteria, policies, and procedures for individuals, corporations, and business entities to apply for a Riverfront License located in the Riverfront District, pursuant to the Act.

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

1. The Commission hereby approves and adopts the City of South Bend Riverfront Liquor License District Requirements, Eligibility Criteria, and Procedures attached hereto as Exhibit A.
2. This Resolution will be in full force and effect upon its adoption by the Commission.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on September 28, 2023.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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Marcia I. Jones, President

ATTEST:

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Vivian Sallie, Secretary

**EXHIBIT A**

**City of South Bend Riverfront Liquor License District  
Criteria, Requirements, and Procedures**

# City of South Bend Riverfront Liquor License District Requirements, Eligibility Criteria, and Procedures

*Adopted by the South Bend Redevelopment Commission  
September 28, 2023*

## District Requirements

In addition to complying with all building, health, and zoning ordinances and statutes, and all rules and regulations of the Indiana State Alcohol and Tobacco Commission (ATC) and local, state, and federal governments, all applicants must also meet, and remain in compliance with, the following local requirements annually to be eligible to apply or renew:

1. The District has been geographically defined to conform to the requirements of Ind. Code § 7.1-3-2 *et. seq.* and as shown in Attachments A, B, C, and D. An applicant's establishment must be located within these District boundaries.
2. The primary focus of the applicant's operation must be a dining or cultural experience rather than solely an alcohol consumption experience. Riverfront liquor licenses shall be granted to applicants that substantially contribute to the cultural fabric and quality of life in the City of South Bend:
  - a. Dining Experience: A friendly, personalized service that continually provides distinctively great food, a memorable atmosphere, and exceptional customer service.
  - b. Cultural Experience Venue: Designed for performance to a live audience; must include food service.
3. Establishments must serve beverages in glass containers. Reusable acrylic cups may be acceptable for patio use upon special written request and approval by the Riverfront License Application Committee.
4. Applicants receiving three-way licenses within the District will be required to comply with ATC's requirements regarding the sale of food. An establishment whose primary focus of operation is a dining experience must qualify as a restaurant under the ATC's definition as established by Ind. Code § 7.1-3-20-9<sup>1</sup> and 905 IAC 1-20-1.<sup>2</sup> In addition, patrons must be required by the establishment to consume food at either a counter or table with seating. For an initial application, the establishment must also provide sales projections through the following 12 months reflecting a minimum of 51 percent of total sales in food and non-alcoholic beverages.

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<sup>1</sup> <https://iga.in.gov/laws/2023/ic/titles/7.1#7.1-3-20-9>

<sup>2</sup> [http://iac.iga.in.gov/iac/iac\\_title?iact=905](http://iac.iga.in.gov/iac/iac_title?iact=905)

5. The applicant must demonstrate, through their business plan, how they differentiate themselves from others already in the market so not to oversaturate the market for a similar concept.
6. The establishment cannot be a private club, nightclub, or adult entertainment venue.
7. The establishment must be a non-smoking facility (exception made for upscale cigar lounge).
8. Temporary exterior signage is not permitted for the establishment; permanent, attached signage is required.
9. An establishment in the District with an existing three-way license may not sell its existing license to apply for a 221-3 Riverfront license. There will be a minimum of a one-year wait between the time a business with an existing license sells its alcoholic beverage license and when that business will be able to apply for a new license.
10. The applicant will comply with local application procedures and those required by the State of Indiana and the ATC.
11. Fees are required to be paid as follows:
  - a. Applicants must pay an initial application fee of \$1,000.00 to the program administrator, "Downtown South Bend, Inc."
  - b. Riverfront permit holders must pay an annual renewal fee of \$1,000.00 made payable to the program administrator, "Downtown South Bend, Inc."
  - c. Initial permit and annual renewal fees required by the ATC also must be paid separately and directly to the State at the time of such application (\$1,000.00 each at the time these guidelines were approved).
12. Permits are not transferable and not portable within or outside of the District. Any renewal is subject to compliance with the terms of these local rules. Any riverfront permit establishment that receives a violation from Excise Police or from any State or local law enforcement or other government agency or has been found to be noncompliant with the Riverfront District guidelines will be subject to non-renewal of its riverfront permit.
13. For all parcels on which the establishment physically resides, including, but not limited to, parking lots, outdoor dining areas, and any other feature considered part of or an element of the establishment:
  - a. Property taxes must not be delinquent. All past-due taxes, penalties, fines, fees, delinquencies, and other charges must be paid in full at the time of initial application or renewal to be approved;

- b. There must be no outstanding violations of state or local laws associated with the establishment and/or the parcel(s) on which the establishment physically resides (including, but not limited to, building code, zoning code, fire code, health department standards, etc.); and
- c. The establishment and/or the owner of the parcel(s) on which the establishment physically resides, for the establishment's parcel(s), must not owe any unpaid fines, and there must not be any current charges levied by the City of South Bend or St. Joseph County.

If at any point there becomes a violation as set forth in Subsection (b) above or unpaid fines or charges accrue as set forth in Subsection (c) above, the applicant or the riverfront permit holder will be deemed noncompliant with the requirements set forth in this document.

### **Eligibility Criteria and Factors**

The program administrator, Downtown South Bend, Inc. (DTSB), will review applications with the Riverfront License Review Committee and make recommendations to the Mayor for liquor licenses they believe will strengthen the economic vitality of the Riverfront District and the entire community. The Committee will then approve or deny the application.

The Committee—through the implementation of the Ind. Code § 7.1-3-20 *et. seq.*, the requirements set forth in this document, and the Riverfront Development District—seeks to benefit the District and achieve the following:

- Enhance South Bend's regional appeal by encouraging a diverse mix of restaurants and cultural experiences in the Riverfront District;
- Encourage the opening or upgrade of a variety of distinctive and unique year-round restaurants in South Bend to a degree that will improve the vitality of the Riverfront District;
- Assure that issuance of a riverfront license and business activity will not be detrimental to the property values and business interests of others in the District; and
- Support growth in the Riverfront District by collaborating with other businesses in marketing, promotions, and other cultural growth efforts, as well as encouraging a healthy, safe, and enjoyable atmosphere.

The recommendation of the Riverfront License Review Committee to the Mayor will be based on the strength of the Review Committee's determination of the following factors:

- The extent to which the establishment is to be primarily a restaurant and/or cultural experience rather than a location whose patrons mainly consume alcohol;

- The number and nature of the jobs added or retained;
- Financial and ownership strength as demonstrated by a business plan and related documentation;
- If an existing business, the history of successful operation and reason for the need for a license; and
- The owner’s participation in the cultural vibrancy of South Bend, and the ongoing continued participation while demonstrating a collaborative approach to supporting the Riverfront District.

The above will be evaluated based on the strength of the physical location of the establishment, the operation itself, the economic impact of the establishment on the surrounding neighborhood, and the reputation and experience of ownership.

### **Initial Application Procedure**

The initial application process is as follows:

1. The applicant will complete a Riverfront License application and submit it to DTSSB along with a copy of their completed ATC Initial Application or Transfer permit.
2. The Riverfront License Review Committee will schedule a public meeting with the applicant to consider the application.
3. The Riverfront License Review Committee will make a recommendation to either approve or deny the application.
4. An approved applicant will be required to enter into a written contract (the “Agreement”) with the City agreeing to comply with the requirements set forth in this document and any and all local rules and conditions that the City places on the operation.
5. The Mayor will then review the recommendations of the Riverfront License Review Committee. If the Mayor also approves, then the applicant will be provided with the approval letter from the Mayor needed for the ATC application.

### **Renewal Application Procedure**

The renewal application process is as follows:

1. The riverfront permit holder seeking renewal will submit to DTSSB their completed ATC Application for Renewal.
2. If the Riverfront License Review Committee, the Mayor, City staff, or DTSSB and its staff have questions about the riverfront permit holder’s previous or current compliance with the Agreement and with requirements set forth in this document,

the Review Committee will schedule a public meeting with the renewal applicant to consider the application.

3. After the public meeting, the Riverfront License Review Committee will make a recommendation to the Mayor to either approve or deny the renewal application. For denied applications, the City will send notice to the ATC of the riverfront permit holder's noncompliance with the Agreement with a request for non-renewal of the riverfront permit holder's permit.

### **Participants in the Application and Renewal Process**

In addition to the applicant, participants in the riverfront liquor license initial and renewal application process include, but are not exclusive to, the following:

- DTSB as the program administrator;
- The five-person Riverfront License Application Review Committee consisting of:
  - The Executive Director of Community Investment or designee;
  - A City Council designee;
  - A Member of the Redevelopment Commission;
  - A DTSB representative; and
  - A Mayoral designee;
- A City Legal Department representative; and
- The Mayor

### **Reporting Obligations of Riverfront Permit Holder**

1. After an Applicant's riverfront permit is approved by the ATC, and no later than 90 days prior to the State's annual renewal date of the establishment's permit, the riverfront permit holder shall submit an annual compliance report to DTSB for review by the Riverfront License Application Committee. Applicant's compliance report shall include all of the following documentation:
  - a. A revenue report indicating the total annual food, non-alcoholic beverage, and alcohol/liquor sales for the previous year;
  - b. A report indicating the total number of days open during the previous year, along with a schedule of current operating hours; and
  - c. Proof of payment of the annual renewal fee of \$1,000.00 to the program administrator, "Downtown South Bend, Inc."



2. After reviewing the information submitted by riverfront permit holder, the City or DTSB may request in writing supplemental and/or clarifying information. The riverfront permit holder shall provide the requested information within fifteen (15) calendar days following such request.

The riverfront permit holder shall certify under oath the accuracy of all information submitted to the City or DTSB.

### **Noncompliance of Riverfront Permit Holder**

If the City determines, in its sole discretion, that a riverfront permit holder is not in compliance with the requirements set forth in this document in any material respect, the City will notify the riverfront permit holder in writing of such noncompliance, after which the riverfront permit holder shall have:

- a. Thirty (30) calendar days from the date of the City's notification to explain in writing the reasons for the noncompliance; and
- b. Sixty (60) calendar days from the date of the City's notification to cure the noncompliance.

If the City determines that the reasons for noncompliance are inadequate or that the noncompliance has not been cured, the City, as it deems appropriate, may take remedial action, including, but not limited to, the following steps:

1. Terminate the Agreement;
2. Send notice to the ATC of the riverfront permit holder's noncompliance with the Agreement, including a request for non-renewal of the riverfront permit holder's permit; and
3. Send a copy of the notice above, provided to the local ATC Board and Excise Office, requesting a recommendation to the state ATC office for non-renewal of the riverfront permit holder's permit.

As part of its Agreement, Applicant shall agree to release the City and DTSB, their directors, officers, employees, agents, representatives, departments and divisions, from any and all claims, demands, liabilities, or causes of action of every kind and nature, whether now existing or hereafter arising, both known and unknown, which Applicant has or may have against the City or DTSB which is in any manner related to the termination of the Agreement by the City or the Applicant for any reason.

**Attachment A**

Map of the “Expanded West Riverfront District”

*Adopted by the South Bend Common Council on September 11, 2023*



**Attachment B**

Map of the “Expanded East Riverfront District”

*Adopted by the South Bend Common Council on September 11, 2023*



## **Attachment C**

Ordinance No. 10965-23: Authorizing and Establishing the Boundaries of the  
“Expanded West Riverfront District”

*Adopted by the South Bend Common Council on September 11, 2023*

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**ORDINANCE No. 10965-23**

*Passed by the Common Council of the City of South Bend, Indiana*

**September 11,** 20 **23**

Attest: *Dawn M. Jones* City Clerk  
*Dawn M. Jones*

Attest: *Sharon L. McBride* President of Common Council

*Presented by me to the Mayor of the City of South Bend, Indiana*

**September 12,** 20 **23**

*Dawn M. Jones* City Clerk  
*Dawn M. Jones*

Approved and signed by me *September 18,* 20 *23*

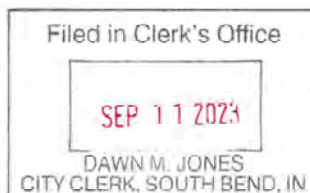
*J. Mu* Mayor

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**SUBSTITUTE BILL NO. 51-23**

**ORDINANCE NO. 10965-23**



**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING AND ESTABLISHING THE BOUNDARIES OF A NEW MUNICIPAL RIVERFRONT DEVELOPMENT PROJECT "THE EXPANDED WEST RIVERFRONT DISTRICT"**

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**STATEMENT OF PURPOSE AND INTENT**

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To complement economic development efforts of cities and towns, the Indiana General Assembly enacted Ind. Code § 7.1-3-20-16.1 (the "Act"). The Act allows the Indiana Alcohol and Tobacco Commission ("ATC") to issue one-way, two-way, and three-way nontransferable permits without regard to the ATC quota restrictions to restaurants located within an authorized Municipal Riverfront Development Project, funded in part with State and City money.

The St. Joseph River is among the City of South Bend's most beautiful and treasured assets, and the optimum utilization of this valuable resource has been emphasized repeatedly and prioritized in City planning. The South Bend Common Council recognized this by its adoption on June 25, 2012, of a Downtown Riverfront Development Project (also known as the "Downtown Riverfront District") in Ordinance No. 10165-12 that was amended in its legal description by Ordinance No.10178-12 (August 27, 2012), and expanded by Ordinance Nos. 10281-13 (December 9, 2013), and 10501-17 (March 13, 2017).

The Downtown Riverfront District has resulted in the growth and success of many innovative restaurants and culture-enhancing businesses which serve alcoholic beverages, most of which are locally owned, operated, and inspired. The Downtown Riverfront District has also brought economic growth, strength, and development to the entire area within and bordering on its boundaries.

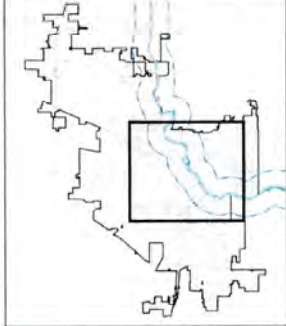
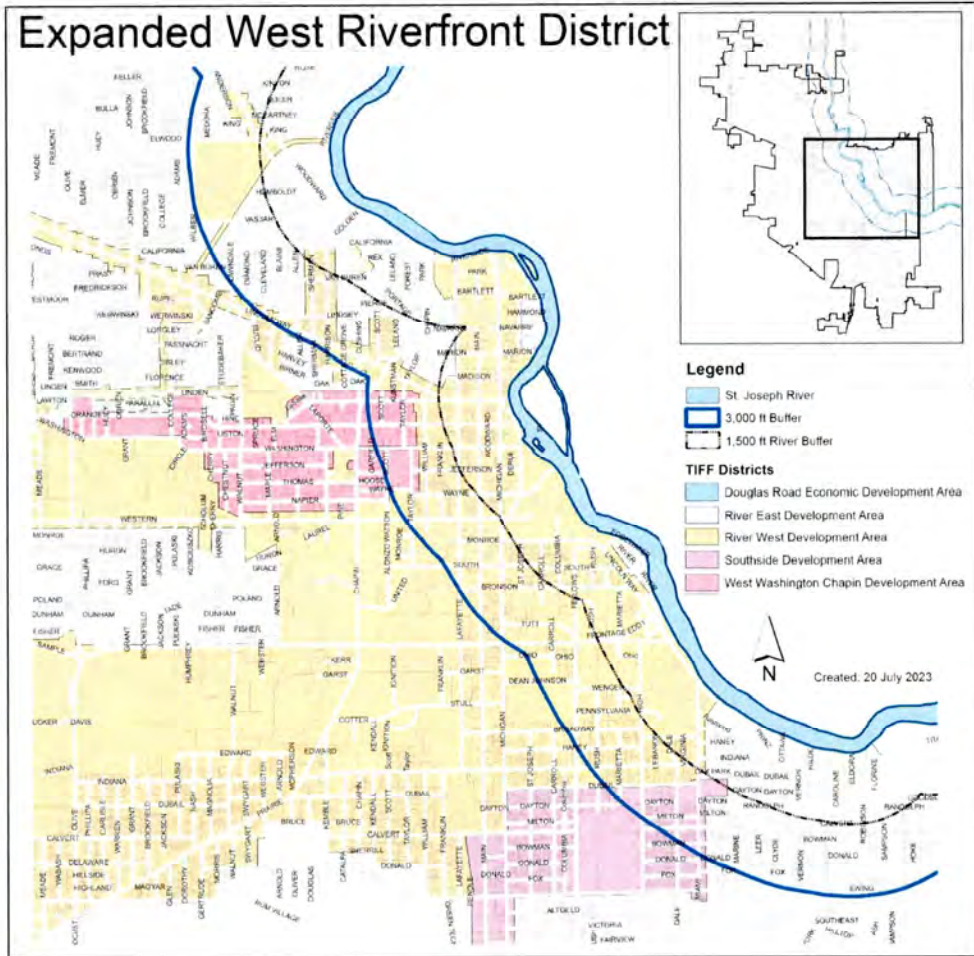
To encourage new restaurant proprietors to invest in the part of South Bend contiguous to the west side of the St. Joseph River, the South Bend Common Council determines that it is in South Bend's best interest to authorize and establish boundaries for a new Municipal Riverfront Development Project to be known as "the Expanded West Riverfront District." Those persons desiring riverfront permits in this District will work with the City Administration and will follow the City Administration's established rules and procedures and, as amended, to obtain executive approval for a Riverfront 221-3 Riverfront License. The City Department of Community Investment has developed these rules, policies, and procedures to assure that applicants and holders of these special alcoholic beverage permits maintain these enterprises for a cuisine or culture-focused experience, and not for the main purpose of liquor consumption.

This Ordinance identifies the boundaries of a new Municipal Riverfront Development Project, "The Expanded West Riverfront District," as shown in the map attached as Exhibit A, and the Council finds that these boundaries comply in all respects with the Act in that the designated area borders on at least one side of the St. Joseph River. The Council further finds that Exhibit B is a true, complete legal description of the area depicted on the Map (Exhibit A), and that the entire



EXHIBIT A

# Expanded West Riverfront District



**Legend**

- St Joseph River
- 3,000 ft Buffer
- 1,500 ft River Buffer

**TIFF Districts**

- Douglas Road Economic Development Area
- River East Development Area
- River West Development Area
- Southside Development Area
- West Washington Chapin Development Area

## EXHIBIT B

### Legal Description for the Expanded West Riverfront District

Beginning at the intersection of the Centerline of the St. Joseph River with the East line of Lot "I" of the Plat of "Leer's Survey" as recorded in the records of the St. Joseph County, Indiana Recorder's Office extended Northeasterly to said intersection; thence Southwesterly along said extended Easterly line to the Northeasterly corner of said Lot; thence continuing Southwesterly along said Easterly line to the Northerly right-of-way line of Lincolnway East (A.K.A. S.R. 933); thence crossing said Lincolnway East to a point of intersection with the Northwesterly corner of Lot "BB" in said Plat; thence Southwesterly along the Westerly line of said Lot "BB" to the Southwesterly corner of said Lot; thence continuing Southwesterly and crossing a 16 foot wide Public Alley and crossing the 100 foot wide right-of-way of the Conrail Railroad to a point on the Southerly line of said right-of-way; thence Southerly to a point of intersection with the East right-of-way line of a 14 foot wide North-South Public Alley; thence South along the East line of said Public Alley, crossing the Public rights-of-ways of Broadway Street, Haney Avenue and Indiana Avenue to a point of Intersection with the South right-of-way line of Oak Park Court; thence West along said South line and crossing Miami Street right-of-way to a point of intersection with the West line of Miami Street; thence North along said West line to the Southeast corner of Lot # 2 of the Plat of "Oak Park Addition" as recorded in the records of said County; thence West along the South line of said Lot and its Westerly extension to a point on the West line of a 14 foot North-South Public Alley; thence North along said West line to a point of intersection with the South right-of-way line of Indiana Avenue; thence West along said South line to the Northwest corner of Lot # 11 in said Plat; thence North 60 feet to the North right-of-way line of said Indiana Avenue; thence West along said North line and crossing Virginia Street to the Southeast corner of a Parcel of ground having a Tax Key Number of 018-7012-0459 in the records of the St. Joseph County, Indiana Auditor's Office; thence North along said East line to the Northeast corner of said Parcel, said corner also being on the South line of a 14 foot wide East-West Public Alley; thence West along said South line and its Westerly extension to point on the Westerly right-of-way line of Dale Avenue; thence Northerly along said Westerly line to a point of intersection with the South right-of-way line of Broadway Street; thence West along said South line to a point of intersection with the East right-of-way line of Lebanon Street; thence North 50 feet to a point on the North right-of-way line of said Broadway Street; thence West along said North line to a point of intersection with the East right-of-way line of High Street; thence North along said East a distance of 405 feet more or less; thence West 50 feet to a point of intersection with the Southeast corner of Lot # 27 in the Plat of "Southeast Neighborhood Redevelopment Phase One, Section Three" as recorded in the records of said County; thence Northwesterly along the Southerly line of said Lot to the Southwest corner of said Lot; thence in a Northerly and Northwesterly direction along the Easterly right-of-way line of Pennsylvania Court to the Southwest corner of Lot # 25 in said Plat; thence North along the West line of said Lot to the Northwest corner of said Lot; thence East along the North line of said Lot and its Easterly extension to the Southwest corner of a Parcel of ground having a Tax Key Number of 018-7020-0806 in the records of said Auditor's Office; thence North along the West line of said Parcel to the Northwest corner of said Lot; thence Westerly along the Southerly right-of-way line of Roland Court a distance of 70 feet more or less to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-7020-0804 in the records of said Auditor's Office; thence North 50 feet to the Southwest corner of a parcel of ground having a Tax Key Number of 018-7020-0793 in the records of said Auditor's Office; thence North along the West line of said Parcel to the Northwest corner of said Parcel, said point being on the South right-of-way line of vacated Wenger Street; thence East along said South line to a point of intersection with the West right-of-way line of High Street; thence North along said West line to a point of intersection with the Southerly right-of-way line of the Grand Trunk Western Railroad; thence Northwesterly

along said Southerly line to a point of intersection with the South right-of-way line of Sample Street; thence in a northerly direction crossing the Sample Street right-of-way to a point of intersection of the North line of Sample Street with the West right-of-way line of Rush Street; thence North along said West line to the Northeast corner of Lot "T" in the Plat of "Monroe-Sample Replat" as recorded in the records of said County; thence West along the North line of said Lot and its Westerly extension to a point on the West right-of-way line of Fellows Street; thence North along said West line to a point of intersection with the South right-of-way line of Bronson Street; thence West along said South line a distance of 500 feet more or less; thence North 60 feet more or less to the Southeast corner of a Parcel of ground having a Tax Key Number of 018-3026-0955 in the records of said Auditor's Office; thence North along the East line of said Parcel to the Northeast corner of said Parcel; thence West along the North line of said Parcel and its Westerly extension to a point on the West right-of-way line of Carroll Street; thence North on said West line to the Southeast corner of Lot # 67 in the Plat of "Field Addition" as recorded in the records of said County; thence West along the South line of said Lot and its Westerly extension to a point on the West right-of-way line of the first 14 foot wide North-South Public Alley, West of said Lot; thence North along said West line to the South right-of-way line of South Street; thence West along said South line and crossing St. Joseph Street to a point of intersection of the South line of said South Street and the West right-of-way line of St. Joseph Street; thence North crossing South Street and continuing along said West line of St. Joseph Street to the Southeast corner of a parcel of ground having a Tax Key Number of 018-3020-0716 in the records of said Auditor's Office; thence West along the South line of said Parcel to a point on the East line of a Parcel of ground having a Tax Key Number of 018-3020-0714 in the records of said Auditor's Office; thence South along said East line to the Southeast corner of said Parcel; thence West along the South line of said Parcel to the Southwest corner of said parcel; thence North along the West line of said parcel and its Northerly extension to a point on the North right-of-way line of Monroe Street; thence West along said North line and its Westerly extension to a point of intersection with the West right-of-way line of Michigan Street; thence North along said West line and crossing Western Avenue to a point on the North right-of-way line of said Western Avenue; thence West along said North line to the Southeast corner of a Parcel of ground having a Tax Key Number of 018-3008-0272 in the records of said Auditor's Office; thence North along the East line of said Parcel to the Northeast corner of said Parcel; thence West along the North line of said Parcel and its Westerly extension to a point on the West right-of-way line of Main Street; thence North along said West line to a point on the North right-of-way line of Wayne Street; thence West along said North line to a point on the West right-of-way line of the first 14 foot wide North-South Public Alley West of Main Street; thence North along said West line to the Northeast corner of a Parcel of ground having a Tax Key Number of 018-3007-0220 in the records of said Auditor's Office; thence West along the North line of said Parcel and its Westerly extension to a point on the West right-of-way line of Lafayette Boulevard; thence North along said West line and crossing Jefferson Boulevard to the Southeast corner of a Parcel of ground having a Tax Key Number of 018-3009-0288 in the records of said Auditor's Office; thence West along the South line of said Parcel to the Southwest corner of said Parcel; thence North along the West line of said Parcel and its Northerly extension to a point on the North right-of-way line of Washington Street; thence West on said North line to a point on the West right-of-way line of the first 14 foot wide North-South Public Alley West of Lafayette Boulevard; thence North on said West line and its Northerly extension to a point on the North right-of-way line of Colfax Avenue; thence West along said North line to the Southwest corner of a Parcel of ground having a Tax Key Number of 018-1023-0980 in the records of said Auditor's Office; thence North along the West line of said Parcel and its Northerly extension to the North right-of-way line of a 14 foot wide East-West Public Alley; thence East along said North line to the Southwest corner of Lot # 4 in the Plat of "Miller's Subdivision of Bank Outlot # 10 and Part of Outlot # 11" as recorded in the records of said County; thence North along the West line of said Lot to the Northwest corner of said Lot; thence Northeasterly to a point on the Northerly right-of-way line of Lincolnway West; thence Northwesterly along said Northerly line to the Southeast corner of a Parcel of ground having a Tax Key Number of 018-1019-078801 in the records of said Auditor's Office; thence Northeasterly along the East line of said Parcel

and its Northeasterly extension to a point on the Northerly right-of-way line of a 14 foot wide Northwesterly-Southeasterly Public Alley; thence Northwesterly along said Northerly line to the Southwesterly corner of a Parcel of ground having a Tax Key Number of 018-1019-0787 in the records of said Auditor's Office; thence Northeasterly along said Westerly line to the Northwest corner of said parcel; thence Northerly crossing Madison Street to the Southeast corner of a Parcel of ground having a Tax Key Number of 018-1020-0831 in the records of said Auditor's Office; thence North along the East line of said Parcel to the Northwest corner of said parcel; thence West along the North line of said Parcel to the Northwest corner of said Parcel and the East right-of-way line of William Street; thence North along said East line to the Southwest corner of a Parcel of ground having a Tax Key Number of 018-1020-0839 in the records of said Auditor's Office said Point also being on the North right-of-way line of a 14 foot wide East-West Public Alley; thence East along said North line to the Southeast corner of Lot # 49 in the Plat of "Henrick's and Grants Addition" as recorded in the records of said County; thence North along the East line of said Lot and its Northerly extension to the Southeast corner of Lot # 52 in said Plat, said corner also being on the North right-of-way line of Marion Street; thence East along said North line to a point of intersection with the East right-of-way line of the first 14 foot wide North-South Public Alley East of said Lot; thence North along said East line to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-1014-053301 in the records of said Auditor's Office; thence East along the North line of said Parcel to the Northeast corner of said Parcel, said corner also being on the West right-of-way line of Lafayette Boulevard; thence North along said West line to a point on the North right-of-way line of Navarre Street; thence West along said North line and crossing Park Avenue to the Southeast corner of a Parcel of ground having a Tax Key Number of 018-1054-2300 in the records of said Auditor's Office, said corner also being on the West right-of-way line of a 14 foot wide North-South Public Alley; thence North along said West line to the Northeast corner of said Parcel; thence West along said North line to the Easterly line of a Parcel of ground having a Tax Key Number of 018-1054-2299 in the records of said Auditor's Office; thence Northwesterly along the Easterly line of said Parcel and a Parcel of ground having a Tax Key Number of 018-1054-2298 in the records of said Auditor's Office to the Northeast corner of said Parcel; thence Southwesterly along the Northerly line of said Parcel and its Southwesterly extension to a point on the Westerly right-of-way line of Portage Avenue; thence Northwesterly along said Westerly line to a point of intersection with the North right-of-way line of Linsey Street; thence West along said North line to a point of intersection with the West right-of-way line of Leland Avenue; thence North along said West line to the Northeast corner of a Parcel of ground having a Tax Key Number of 018-1057-2419 in the records of said Auditor's Office; thence West along the North line of said Parcel to the Northwest corner of said Parcel; thence North to the Northeast corner of a Parcel of ground having a Tax Key Number of 018-1057-2421 in the records of said Auditor's Office; thence West along the North line of said Parcel and a Parcel of ground having a Tax Key Number of 018-1057-2422 in the records of Auditor's and its Westerly extension to a point on the West right-of-way line of the first 14 foot wide North-South Public Alley West of said Parcel; thence North along said West line to the Northeast corner of a Parcel of ground having a Tax Key Number of 018-1057-2430 in the records of said Auditor's Office; thence West along the North line of said Parcel and its Westerly extension to a point on the West right-of-way line of Scott Street; thence North along said West line to the Southeast corner of Lot # 25 in the Plat of "St. Joseph County Agricultural Society Addition" as recorded in the records of said County; thence West along the South line of said Lot and its Westerly extension to the West right-of-way line of the first 14 foot wide North-South Public Alley, West of said Lot; thence North along said West line to the Northeast corner of Lot # 12 in the Plat of "Studebaker Brothers Subdivision" as recorded in the records of said County; thence West along the North line of said Lot and its Westerly extension to a point on the West right-of-way line of Cushing Street; thence North along said West line to a point on the North right-of-way line of Van Buren Street; thence West along said North line to the Southeast corner of a Parcel of ground Parcel of ground having a Tax Key Number of 018-1072-3065 in the records of said Auditor's Office; said point also being on the West right-of-way line of a 14 foot wide North-South Public Alley; thence North along said West line to the Northeast corner of said

Parcel, said point also on the South line of Lot # 164 in the Plat of "Cushing & Lindsey's Subdivision" as recorded in the records of said County; thence West along the South line of said Lot and its Westerly extension to a point on the West right-of-way line of Harrison Avenue; thence North along said West line to the Southeast corner of Lot # 169 in said Plat; thence West along the South line of said Lot and its Westerly extension to the West right-of-way line of the first 14 foot wide North-South Public Alley, West of said Lot; thence North along said West line to the Southeast corner of Lot # 17 in the Plat of "Mussel 1st Addition" as recorded in the records of said County; thence West along the South line of said Lot and its Westerly extension to the West right-of-way line of Sherman Avenue; thence North along said West line to the Southeast corner of Lot # 22 in said Plat; thence West along the South line of said Lot and its Westerly extension to the West right-of-way line of the first 14 foot wide North-South Public Alley, West of said Lot; thence North along said West line to the Southeast corner of a Parcel of ground having a Tax Key Number of 018-1085-3575 in the records of said Auditor's Office; thence West along the South line of said Parcel and its Westerly extension to the West right-of-way line of Allen Street; thence North along said West line to a point on the North right-of-way line of California Avenue; thence West along said North line to the Southeast corner of Lot # 105 in the Plat of "Mussel 3rd Addition" as recorded in the records of said County, said corner also being on the West right-of-way line of a 14 foot wide North-South Public Alley; thence North along said West line to a point on the North right-of-way line of Vassar Avenue; thence West along said North line to a point of intersection with the West right-of-way line of the first 14 foot wide North-South Public Alley West of Blaine Avenue; thence North along said West line to the Southeast corner of Lot # 345 in the Plat of "Vassar Park" as recorded in the records of said County; thence West along the South line of said Lot and its Westerly extension crossing Cleveland Avenue to the Southeast corner of Lot # 334 in said Plat, said corner also being on the West right-of-way line of said Cleveland Avenue; thence North along said West line and its Northerly extension to the Southeast corner of Lot # 360 in said Plat, said corner also being on the West right-of-way line of Diamond Avenue; thence Northeasterly along said Westerly line to the Southeast corner of Lot # 361 in said Plat; thence Northwesterly along the Southerly line of said Lot to the Southwesterly corner of said Lot; thence Northerly to a point of intersection with the Northwesterly right-of-way line of the Old Conrail Railroad right-of-way; thence Northeasterly along said line to a point of intersection with the Westerly right-of-way line of Portage Avenue; thence Northwesterly along said line to the Northeasterly corner of a Parcel of ground having a Tax Key Number of 018-1094-394101 in the records of said Auditor's Office; thence along the perimeter of said Parcel for the next three (3) courses: Southwesterly a distance of 103.60 feet more or less and Northwesterly a distance of 178.65 feet more or less and Northeasterly a distance of 100 feet more or less to a point on the Westerly right-of-way line of Portage Avenue; thence Northwesterly along said Westerly line to a point of intersection with the South right-of-way line of Elwood Avenue; thence Northeasterly to the Southwest corner of Lot # 1 of the Plat of "Northwest Addition 2nd Plat" as recorded in the records of said County, said corner also being on the Easterly right-of-way line of Portage Avenue; thence Northwesterly along said Easterly line to a point of intersection with the South right-of-way line of King Street; thence East along said South line a distance of 90 feet more or less; thence North crossing said King Street to a point of intersection with the West right-of-way line of the first North-South 14 foot wide Public Alley West of Portage Avenue; thence North along said West line and its Northerly extension to the Southwest corner of Lot # 67 in said Plat; thence North along the West line of said Lot to the Northwest corner of said Lot, said corner also being on the South right-of-way line of Mc Cartney Street; thence East along said South line to the Northeast corner of said Lot; thence North crossing said Mc Cartney Street to the Southwest corner of Lot # 73 in said Plat, said corner also being on the North right-of-way line of said Mc Cartney Street; thence North along the West line of said Lot to the Northwest corner of said Lot, said corner also being on the South right-of-way line of a 14 foot wide East-West Public Alley; thence East along said South line to a point of intersection with the West right-of-way line of a 14 foot wide North-South Public Alley, said point also being the Northeast corner of Lot # 73 in said Plat; thence North crossing said 14 foot wide East-West Alley and continuing along the West right-of-way line of said North-South Alley to a point of intersection with the

South right-of-way line of Queen Street; thence East along said South line to the Northeast corner of Lot # 105 in said Plat; thence North crossing said Queen Street to the Southwest corner of Lot # 131 in said Plat, said corner also being on the North right-of-way line of said Queen Street; thence North along the West line of said Lot to the Northwest corner of said Lot, said corner also being on the South right-of-way line of a 14 foot wide East-West Public Alley; thence East along said South line to the Northeast corner of said Lot; thence North crossing said East-West Public Alley to the Southwest corner of Lot # 173 in the Plat of "Northwest Addition 3rd Plat" as recorded in the records of said County; thence North along the West line of said Lot to the Northwest corner of said Lot, said corner also being on the South right-of-way line of Kinyon Street; thence North crossing said Kinyon Street to a point on the North right-of-way of said Kinyon Street; thence East along said North line, crossing Kessler Boulevard and Sherman Avenue to a point of intersection with the East right-of-way line of Sherman Avenue; thence North along said East line to a point of intersection with the South right-of-way line of the first East and West 7 foot wide Public Alley located South of Rose Street; thence East along the South line of said Public Alley and its Easterly extension crossing Riverside Drive to a point of intersection with the Centerline of the St. Joseph River; thence meandering Southeasterly and Easterly along the Centerline of the St. Joseph River, a distance of 18,281 feet more or less to the point of beginning.

Containing 732.52 Acres more or less.

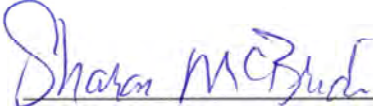
authorized real estate as legally described in Exhibit B is located within an economic development area established under Indiana law.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SOUTH BEND** as follows:

SECTION I. The area shown on the map attached as Exhibit A with its legal description in Exhibit B is hereby designated as a Municipal Riverfront Development Project for the City of South Bend pursuant to the Act and shall be known as the "Expanded West Riverfront District," which meets all qualifications for such a Project under the Act. In the event that any part of such area does not meet the criteria of the Act, that part shall be deemed excluded from the Project Area, and the remaining parts of the Area shall retain its Project designation.

SECTION II. The City Administration shall follow its established rules, policies, and procedures, as amended, for individuals, corporations, and business entities to apply for a Riverfront License pursuant to the Act and consistent with the regulations promulgated as a result of the Act.

SECTION III. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

  
Sharon McBride, President  
South Bend Common Council

Attest:

  
Dawn M. Jones, City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_m.

  
Dawn M. Jones, City Clerk

Approved and signed by me on the 18<sup>th</sup> day of September, 2023, at 11 o'clock, 9 .m.

  
James Mueller, Mayor  
City of South Bend, Indiana

**Attachment D**

Ordinance No. 10966-23: Authorizing and Establishing the Boundaries of the  
“Expanded East Riverfront District”

*Adopted by the South Bend Common Council on September 11, 2023*



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ORDINANCE No. 10966-23

Passed by the Common Council of the City of South Bend, Indiana \_\_\_\_\_

September 11, 2023

Attest: Dawn M. Jones City Clerk  
Dawn M. Jones

Attest: Sharon L. McBride President of Common Council

Presented by me to the Mayor of the City of South Bend, Indiana \_\_\_\_\_

September 12, 2023

Dawn M. Jones City Clerk  
Dawn M. Jones

Approved and signed by me September 18, 2023

J. M. M. Mayor

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**BILL NO. 52-23**

**ORDINANCE NO. 10966-23**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF SOUTH BEND, INDIANA, AUTHORIZING AND ESTABLISHING THE BOUNDARIES OF A NEW MUNICIPAL RIVERFRONT DEVELOPMENT PROJECT "THE EXPANDED EAST RIVERFRONT DISTRICT"**

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**STATEMENT OF PURPOSE AND INTENT**

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To complement economic development efforts of cities and towns, the Indiana General Assembly enacted Ind. Code § 7.1-3-20-16.1 (the "Act"). The Act allows the Indiana Alcohol and Tobacco Commission ("ATC") to issue one-way, two-way, and three-way nontransferable permits without regard to the ATC quota restrictions to restaurants located within an authorized Municipal Riverfront Development Project, funded in part with State and City money.

The St. Joseph River is among the City of South Bend's most beautiful and treasured assets, and the optimum utilization of this valuable resource has been emphasized repeatedly and prioritized in City planning. The South Bend Common Council recognized this by its adoption on June 25, 2012, of a Downtown Riverfront Development Project (also known as the "Downtown Riverfront District") in Ordinance No. 10165-12 that was amended in its legal description by Ordinance No. 10178-12 (August 27, 2012), and expanded by Ordinance Nos. 10281-13 (December 9, 2013), and 10501-17 (March 13, 2017).

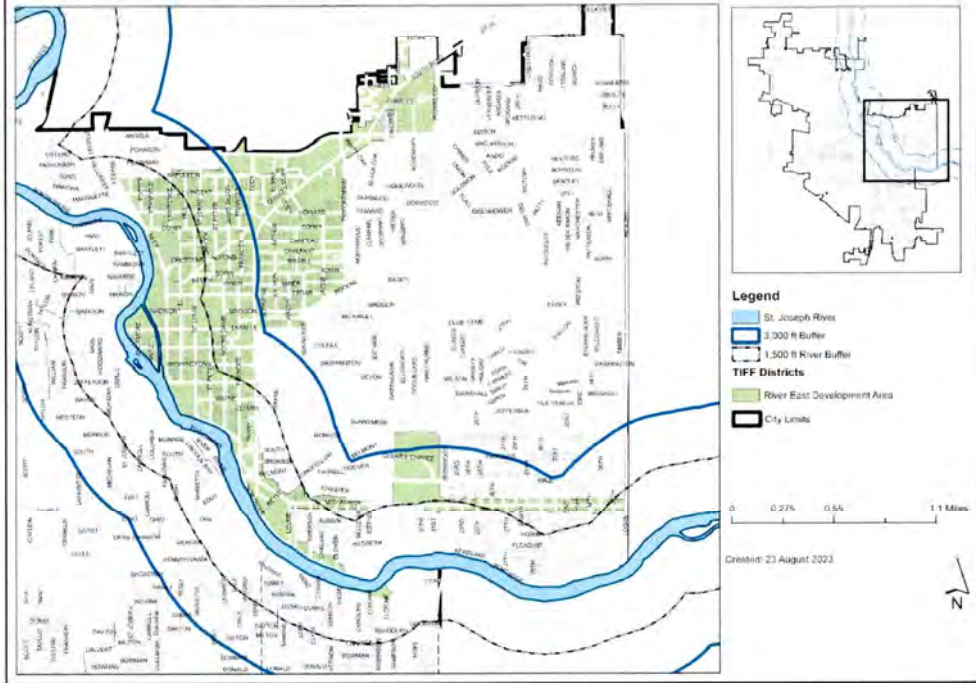
The Downtown Riverfront District has resulted in the growth and success of many innovative restaurants and culture-enhancing businesses which serve alcoholic beverages, most of which are locally owned, operated, and inspired. The Downtown Riverfront District has also brought economic growth, strength, and development to the entire area within and bordering on its boundaries.

To encourage new restaurant proprietors to invest in the part of South Bend contiguous to the east side of the St. Joseph River, the South Bend Common Council determines that it is in South Bend's best interest to authorize and establish boundaries for a new Municipal Riverfront Development Project to be known as "the Expanded East Riverfront District." Those persons desiring riverfront permits in this District will work with the City Administration and will follow the City Administration's established rules and procedures and, as amended, to obtain executive approval for a Riverfront 221-3 Riverfront License. The City Department of Community Investment has developed these rules, policies, and procedures to assure that applicants and holders of these special alcoholic beverage permits maintain these enterprises for a cuisine or culture-focused experience, and not for the main purpose of liquor consumption.

This Ordinance identifies the boundaries of a new Municipal Riverfront Development Project, "The Expanded East Riverfront District," as shown in the map attached as Exhibit A, and the Council finds that these boundaries comply in all respects with the Act in that the designated area borders on at least one side of the St. Joseph River. The Council further finds that Exhibit B is a true, complete legal description of the area depicted on the Map (Exhibit A), and that the entire authorized real estate as legally described in Exhibit B is located within an economic development area established under Indiana law.

EXHIBIT A

Expanded Riverfront District



## EXHIBIT B

### Legal Description for the Expanded East Riverfront District

Beginning at the intersection of the West right-of-way line of Laurel Road with the South right-of-way line of Auten Road; thence North 40 feet more or less to the Centerline of said Auten Road; thence East along said Centerline for a distance of 1,420 feet more or less to a point of intersection with the West right-of-way line of Linwood Drive extended North; thence Southerly along said extension and along the West line of said Linwood Drive to the Southeasterly corner of Lot # 54 of the Plat of "Laurel Woods Apartments PUD" as recorded in the records of the St. Joseph County, Indiana Recorder's office; thence along the Easterly line of said Lot # 54 in a Southwesterly and Southerly direction for a distance of 321.48 feet more or less to a point on the Northerly line of Lot # 57 in the Plat of "Laurel Woods (PUD) Section 2" as recorded in the records of said County; thence Northwesterly along said Northerly line a distance of 100 feet more or less to a point on the East line of Lot # 58 in said Plat; thence Southwesterly along said East Lot line a distance of 120.64 feet more or less to the Easterly right-of-way line of Ashwood Court; thence in a Southerly direction along said right-of-way line and its Southerly extension a distance of 220 feet more or less to a point on the South right-of-way line of Linwood Drive; thence West along said South line a distance of 40 feet more or less to the East line of Lot # 27 in said Plat; thence South along said East line a distance of 115 feet more or less to the southeast corner of said Lot, said point also being on the South line of said Plat; thence West along the South line of said Plat and the South line of the Plat of "Laurel Woods (PUD) Section 1" as recorded in the records of said County a distance of 1,018.80 feet more or less to the East right-of-way line of Laurel Road; thence South along said East line, a distance of 4,392 feet more or less to a point of intersection with the South right-of-way line Darden Road; thence East along said South line a distance of 1,421 feet more or less to a point on the East line of a Parcel of ground identified by Tax Key Number 024-1005-0575 in the records of the St. Joseph County, Indiana Auditor's office; thence South along the East line of said Parcel a distance of 2,275 feet more or less to a point of intersection with the North right-of-way line of Cleveland Road; then West on said North line a distance of 2,087 feet more or less to the Centerline of the St. Joseph River; thence North and Northwesterly along said Centerline a distance of 2,601 feet more or less to a point of intersection with the South right-of-way line of Darden Road extended West; thence in an Easterly direction along said extended South line and the South line of Darden Road a distance of 848 feet more or less to a point; thence Northeasterly a distance of 161 feet more or less to a point of intersection of the West right-of-way line of Laurel Road with the North right-of-way line of Darden Road; thence along the West right-of-way line of Laurel Road a distance of 5,107 feet more or less to the point of beginning.

Containing 157.19 Acres more or less.

Also beginning at the point of intersection of the Centerline of the St. Joseph River with the North line of the Southeast Quarter of Section 35, Township 38 North, Range 2 East; thence East along said North line (also being the City Corporate Limit line) a distance of 280 feet more or less to the East line of said Southeast Quarter; thence South along said East line (and said Corp. Limit line) a distance of 135 feet more or less to a point of intersection with the Westerly right-of-way line of the old Penn Central Railroad; thence in a Southwesterly direction along said West line (and said Corp. Limit line) a distance of 2,475 feet more or less; thence East along said Corp. Limit line a distance of 1,590 feet more or less to the Southeast corner of a Parcel of ground having a Tax key Number of 017-1022-0445.01 in the records of the St. Joseph County, Indiana Auditor's office; thence in a Northerly direction along the East line of said parcel (and said Corp. Limit line) a distance 460 feet more or less to the Northeast corner of said Parcel; thence East along said Corp. Limit line a distance of 560 feet more or less to the West right-of-way line of S.R. 933; thence Southwesterly along said West line (and said Corp. Limit line) a distance of 465 feet more or less to a point 160 feet more or less North of the North right-of-way line of Angela Boulevard; thence East on said Corp. Limit line a distance of 1,555 feet more less

to a point which is directly North of the Northwest corner of Lot # 136 of the Plat of "University Heights" as recorded in the records of the St. Joseph County, Indiana Recorder's office; thence South along said Corp. Limit line a distance of 160 feet more or less to said Northwest Lot corner; thence East along the North line of said Lot and Plat, a distance of 685 feet more or less to the Northeast corner of said Lot; thence South along the East line of said Plat (and said Corp. Limit line) a distance of 375 feet more or less; thence East continuing along the North line of said Plat (and Corp. Limit line a distance of 720 feet more or less to the Northeast corner of a Parcel of ground having a Tax Key Number of 018-5124-4425 in the records of said Auditor's office; thence South along the East line of said Parcel to the Southeast corner of said Parcel and a point on the North right-of-way line of Angela Blvd.; thence South crossing said right-of-way to a point on the South right-of-way line of Angela Blvd.; thence East along said South line to the Northeast corner of Lot # 96 in said Plat of University Heights"; thence South along the East line of said Lot to the Southeast corner of said Lot which corner is also the Northwest corner of Lot # 93 in said Plat; thence East along the North line of said Lot and its Easterly extension to a point on the East right-of-way line of Notre Dame Avenue; thence South along said East line to a point of intersection with the North right-of-way line of Napoleon Street; thence East along said North line to a point which is directly North of the Northwest corner of Lot # 47 of the Plat of "Sorin's 2<sup>nd</sup> Addition" as recorded in the records of said County; thence South crossing said Napoleon Street 82.5 feet more or less to said Northwest corner of Lot # 47; thence South along the West line of said Lot to the Southwest corner of said Lot; thence East along the South line of said Lot to the Southeast corner of said Lot, said corner also being on the West right-of-way line of Frances Street; thence South along said West line to a point of intersection with the North right-of-way line of St. Vincent Street; thence East crossing said Frances Street to a point of intersection with the East right-of-way line of Frances Street with the North right-of-way line of said St. Vincent Street; thence South crossing said St. Vincent Street to a point on the South right-of-way line of said St. Vincent Street; thence East along said South line a distance of 115 feet more or less to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-5105-3685 in the records of said Auditor's office; thence South along the West line of said Parcel to the Southwest corner of said Parcel; thence East along the South line of said Parcel and its Easterly extension to a point on the East right-of-way line of a 14 foot wide North and South Public Alley; thence South along said East line to a point of intersection with the North right-of-way line of Howard Street; thence South crossing said Howard Street to a point on the South right-of-way line of said Howard Street, said point also being the Northeast corner of the Plat of "Eddy Commons Phase III 2<sup>nd</sup> Major Subdivision" as recorded in the record of said County; thence South along the East line of said Plat to the Southeast corner of said Plat, said point also being on the North right-of-way line of Corby Boulevard; thence East and Southeasterly along said right-of-way line to a point of intersection with the Northwest corner of Lot # 1 of the Plat of "Five Corners Minor Subdivision" as recorded in the records of said County; thence following along the West line of said Lot to the Southwest corner of said Lot; thence East along the South line of said Lot a distance of 120 feet more or less to a point of intersection with the West right-of-way line of Eddy Street; thence South along said West line and crossing Campeau Street to a point of intersection with said West line and the South right-of-way line of Campeau Street; thence East crossing Eddy Street to the point of intersection of the South right-of-way line of Campeau Street with the East right-of-way line of Eddy Street; thence South along said East line to the point of intersection with the North right-of-way line of Chalfant Street; thence East along said North line a distance of 45 feet more or less; thence South crossing Chalfant Street to the Northeast corner of Lot # 185 of the Plat of Park Place 2<sup>nd</sup> Plat" as recorded in the records of said County; thence South along the East line of said Lot and its Southerly extension to the Northwest corner of Lot # 115 in said Plat; thence East along the North line of said Lot, a distance of 45 feet to the Northeast corner of said Lot; thence South along said East line and its Southerly extension to a point on the South right-of-way line of Bissell Street said point also being the Northeast corner of Lot # 112 in said Plat; thence South along the East of said Lot and the East line of Lot # 43 in said Plat to the Southeast corner of said Lot; thence South crossing Sorin Street to the Northwest corner of Lot # 4 in the Plat of "Park Place" as recorded in the records of said County; thence South along the West line of said lot and the West line of Lot # 18 in said Plat to the Southwest corner of said Lot and the North right-of-way line of Miner Street; thence West along said North line to a point of intersection with the East right-of-way line of said Eddy Street; thence South crossing said Miner Street and continuing along the East line of said Eddy Street

and crossing Cedar Street to a point on the South line of said Cedar Street; thence East along said South line to the West line of a 14 foot wide North and South Public Alley; thence South along said West line and its Southerly extension to a point on the South right-of-way line of Madison Street; thence East along said South line to the Northeast corner of Lot # 5 in the Plat of "Happ & Taggart's Subdivision of Lots 37 & 38 of Sommer's Addition" as recorded in the records of said County; thence South along the East line of said Lot and its Southerly extension to a point on the South right-of-way line of Mc Kinley Highway; thence East along said South line a distance of 143.10 feet more or less to the Northeast corner of Lot # 1 in the Plat of "Bullard's 1<sup>st</sup> Addition"; thence South along the East line of said Lot and its southerly extension to the Centerline of a Vacated East and West 14 foot wide Public Alley; thence West along said Centerline a distance of 50 feet more or less to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-5039-1374 in the records of said Auditor's office; thence South along the West line of said Parcel and its Southerly extension to a point on the South right-of-way line of LaSalle Avenue; thence East along said South line to the West line of the Plat of "Swanson's Sunnyside Heights" as recorded in the records of said County; thence South along the West line of said Plat to the South right-of-way line of an East and West Public Alley; thence East along the South line of said Alley to the Northeast corner of Lot # 5 in said Plat; thence South along the East line of said Lot and its Southerly extension to a point on the South right-of-way line of Colfax Avenue; thence East along said South line to the Northeast corner of a Parcel of ground having a Tax Key Number of 018-5039-1382.01 in the records of said Auditor's office; thence South along the East line of said Parcel to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-5039-1383.02 in the records of said Auditor's office; thence East along the North line of said Parcel to the Northeast corner of said Parcel and the West right-of-way line of Sunnyside Avenue; thence South along said West line a distance of 160 feet more or less; thence East crossing said Sunnyside Avenue to a point of intersection of the East right-of-way line of Sunnyside Avenue with the South right-of-way line of Washington Street; thence East along said South line a distance of 150 feet more or less to the Northeast corner of Lot # 1 of the Plat of Kuhn's & Henderson's 1<sup>st</sup> Subdivision" as recorded in the records of said County; thence South along the east line of said Lot a distance of 131 feet more or less; thence East along the North line of a Parcel of ground having a Tax Key Number of 018-5139-5093 in the records of said Auditor's office a distance of 100 feet more or less to the East line of Lot # 2 in said Plat; thence South along the East line of said Plat and its Southerly extension to a point on the South right-of-way line of Jefferson Boulevard; thence Southeasterly along said South line and crossing Jacob Street to a point of intersection of the South line of said Jefferson Boulevard with the East right-of-way line of said Jacob Street; thence South along said East line to the Northwest corner of Lot # 71 in the Plat of "Whitcomb & Keller's Sunnymede" Subdivision as recorded in the records of said County; thence East along the north line of said Lot and a portion of Lot # 64 in said Plat to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-6105-3753 in the records of said Auditor's office; thence South along the West line of said Parcel to the Northeast corner of a Parcel of ground having a Tax Key Number of 018-6105-3748 in the records of said Auditor's office; thence West along the North line of said Parcel a distance of 46 feet more or less; thence Southerly along the West line of said Parcel, a distance of 226.53 feet more or less to the Southwest corner of said Parcel; thence South crossing Wayne Street right-of-way to the Northwest corner of Lot # 168 in said Plat; thence East along the South right-of-way line of Wayne Street, a distance of 134 feet more or less to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-6109-3897 in the records of said Auditor's office; thence South along the West line of said Parcel a distance of 182 feet more or less to the Southwest corner of said Parcel; thence East along the South line of said Parcel, a distance of 45 feet more or less to the Northeast corner of a Parcel of ground having a Tax Key Number of 018-6109-3922 in the records of said Auditor's office; thence South along the East line of said Parcel a distance of 169 feet more or less to the Southeast corner of said Parcel; thence South crossing the Sunnymede Avenue right-of-way to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-6112-4018.01 in the records of said Auditor's office; thence East along the South right-of-way line of said Sunnymede Avenue a distance of 47 feet more or less to the Northeast corner of said Parcel; thence South along the East line of said Parcel a distance of 188 feet more or less to the Southeast corner of said Parcel; thence East along the North line of two Parcels of ground having a Tax Key Numbers of 018-6124-4485 and 018-6124-4486 in the records of said Auditor's office to the Northeast corner of said Parcel with Tax Key Number 018-

6124-4486; thence South along the East line of said Parcel to the Southeast corner of said Parcel, said corner also being on the North right-of-way line of Monroe Street; thence Southeasterly crossing said Monroe Street right-of-way to the Northeast corner of a Parcel of ground having a Tax Key Number of 018-6124-4495 in the records of said Auditor's office, said corner also being on the South right-of-way line of Monroe Street; thence South along the East line of said Parcel and the East line of a Parcel of ground having a Tax Key Number of 018-6124-4503 in the records of said Auditor's office to the Southeast corner of said Parcel, said corner also being on the North right-of-way line of South Street; thence East along said North line and its Easterly extension a distance of 180 feet more or less to the Centerline of Twyckenham Drive; thence South along said Centerline a distance of 260 feet more or less to a point of intersection with the Southerly right-of-way line of the Grand Trunk Western Railroad; thence Northeasterly along said Southerly line a distance of 46 feet more or less to the Northwest corner of Lot # 790 in the Plat of "Whitcomb & Keller's 4<sup>th</sup> Sunnymede Addition" as recorded in the records of said County, said corner also being on the East right-of-way line of Twyckenham Drive; thence South along said East line to a point of intersection with the North right-of-way line of Southwood Avenue; thence East along said North line and crossing the right-of-way of Belmont Avenue to a point at the Southwesterly corner of Lot # 829B in said Plat; thence continuing along the North right-of-way line of said Southwood Avenue to the Southwest corner of Lot # 829C in said Plat; thence North along the West line of said Lot a distance of 69.9 feet more or less to the Northwest corner of said Lot; thence Northeasterly along the North line of said Lot # 829C and Lots # 830 through Lot # 838 in said Plat to the Northwest corner of Lot # 839 in said Plat; thence North along the West line of said Lot and the West line of Lot # 818 in said Plat to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-6130-4584 in the records of said Auditor's office; thence East along the North line of said Parcel and its Easterly extension to a point of intersection with the East right-of-way line of Greenlawn Avenue; thence North along said East line to a point of intersection with the South right-of-way line of the Grand Trunk Western Railroad; thence East along said South line to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-6126-4514.02 in the records of said Auditor's office; thence South along the West line of said Parcel a distance of 127 feet more or less to the Southwest corner of said Parcel; thence East along the South line of said Parcel a distance 86 feet more or less to the Southeast corner of said Parcel; thence South along the West line of a Parcel of ground having a Tax Key Number of 018-6077-2673 in the records of said Auditor's office a distance of 11 feet more or less to the Southwest corner of said Parcel; thence East along the South line of said Parcel, a distance of 14 feet more or less to the East right-of-way line of a 14 foot wide North and South Public Alley; thence South along said East line to the Southwest corner of a Parcel of ground having a Tax Key Number of 018-6077-2678 in the records of said Auditor's office; thence East along the South line of said Parcel a distance of 133.90 feet more or less to the Southwest corner of said Parcel, said corner also being on the West right-of-way line of Ironwood Drive; thence South along said West line, a distance of 87 feet more or less to the Southwest corner of Lot # 127 in the Plat of "Hastings, Woodward & Gray Addition" as recorded in the records of said County; thence East crossing the Ironwood Drive right-of-way to the Northwest corner of Lot # 113 in said Plat; thence East along the North line of said Lot and Lot # 92 in said Plat to the Northeast corner of said Lot 92; thence East crossing the 23<sup>rd</sup> Street right-of-way to the Northwest corner of Lot # 79 in said Plat; thence East along the North line of said Lot a distance of 128 feet more or less to the Northeast corner of said Lot; thence South a distance of 40 feet more or less along the East line of said Lot and the West line of a 14 foot wide, North and South Public Alley to the Southwest corner of said Lot; Thence East crossing said Public Alley to the Northwest corner of Lot # 57 in said Plat; thence East along the North line of said Plat and its Easterly extension crossing the right-of-way of 24<sup>th</sup> Street to the Northwest corner of Lot # 46 in said Plat; thence East along the North line of said Lot and its Easterly extension crossing a 14 foot wide North and South Public Alley to the Northwest corner of Lot # 23 in said Plat; thence South along the East line of said Alley and the West line of said Lot a distance of 40 feet to the Southwest corner of said Lot; thence East along the South line of said Lot, a distance of 128 feet more or less to the Southeast corner of said Lot and the West right-of-way line of 25<sup>th</sup> Street; thence South along said West line a distance of 40 feet more or less to the Southeast corner of Lot # 22 in said Plat; thence East crossing the right-of-way of 25<sup>th</sup> Street to the Northwest corner of Lot # 14 in said Plat; thence East along the North line of said Lot and its Easterly extension crossing a 14 foot wide North and South Public Alley to the

Northwest corner of Lot # 351 in the Plat of "Berner Grove 3<sup>rd</sup> Addition" as recorded in the records of said County; thence South along said East line and the West line of said Lot a distance of 40 feet more or less to the Southwest corner of said Lot; thence East along the South line of said Lot a distance of 129.32 feet more or less to the Southeast corner of said Lot and the West right-of-way line of 26<sup>th</sup> Street; thence South along said West line a distance of 40 feet more or less; thence East crossing the right-of-way of 26<sup>th</sup> Street to the Northwest corner of Lot # 380 in said Plat; thence along the North line of said Lot a distance of 128 feet more or less to the Northeast corner of said Lot; thence South along the East line of said Lot and the West right-of-way line of a 14 foot wide North and South Public Alley a distance of 40 feet more or less to the Southeast corner of said Lot; thence East crossing said Public Alley to the Northwest corner of Lot # 410 in said Plat; thence East along the North line of said Lot a distance of 128 feet more or less to the Northeast corner of said Lot; thence South along the East line of said Lot and the West right-of-way line of 27<sup>th</sup> Street to the Southeast corner of said Lot; thence South crossing the right-of-way of Hastings Street to the Northeast corner of Lot # 409 in said Plat; thence East crossing the right-of-way of 27<sup>th</sup> Street to the Northwest corner of Lot # 444 in said Plat; thence along the North line of said Lot and the North line of Lot # 471 in said Plat to the Northeast corner of said Lot # 471; thence South along the East line of said Lot and the West right-of-way line of 28<sup>th</sup> Street a distance of 43.30 feet more or less to the Southeast corner of said Lot; thence East crossing the right-of-way of 28<sup>th</sup> Street to the Northwest corner of Lot # 507 in said Plat; thence East along the North line of said Lot a distance of 128 feet to the Northeast corner of said Lot; thence South along the East line of said Lot and the West right-of-way line of a 14 foot wide Public North and South Alley a distance of 42 feet more or less to the Southeast corner of said Lot; thence East crossing the 14 foot wide Public Alley to the Northwest corner of Lot # 531 in said Plat; thence East along the North line of said Lot a distance of 128 feet more or less to the Northeast corner of said Lot and the West right-of-way line of 29<sup>th</sup> Street; thence South along said West line a distance of 84 feet more or less to the Southeast corner of Lot # 530 in said Plat; thence East crossing the right-of-way of 29<sup>th</sup> Street to the Northwest corner of Lot # 572 in said Plat, said corner also being on the East right-of-way of said 29<sup>th</sup> Street; thence South along said East line a distance of 84 feet more or less to the Southwest corner of Lot # 573 in said Plat; thence East along the South line of said Lot a distance of 121.79 feet more or less to the Northeast corner of said Lot; thence Easterly crossing a 14 foot wide North and South Public Alley to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-6085-3028 in the records of said Auditor's office; thence East along the North line of said Parcel a distance of 185.85 feet more or less to the Northeast corner of said Parcel, said corner also being on the West right-of-way line of 30<sup>th</sup> Street; thence South along said West line a distance of 142 feet more or less to the Southeast corner of Lot # 21 of the Plat of "Colonial Gardens" as recorded in the records of said County; thence East crossing the right-of-way of 30<sup>th</sup> Street to the Northwest corner of Lot # 73 in said Plat; thence East along the North line of said Lot a distance of 160 feet more or less to the Northeast corner of said Lot and the West right-of-way line of a 14 foot wide North and South Public Alley; thence South along said West line a distance of 80 feet more or less to the Southeast corner of Lot # 74 in said Plat; thence East crossing the Public Alley to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-6085-3048 in the records of said Auditor's office; thence East along the North line of said Parcel a distance of 40 feet more or less to the Northeast corner of said Parcel; thence South along the East line of said Parcel to the North line of Lot # 109 in said Plat; thence East along the North line of said Lot and its Easterly extension crossing the right-of-way of 31<sup>st</sup> Street to the Southwest corner of Lot # 167 in said Plat; thence North along the east right-of-way line of 31<sup>st</sup> Street a distance of 42 feet more or less to the Northwest corner of said Lot; thence East along the North line of said Lot and its Easterly extension crossing a 14 foot wide North and South Public Alley to the Southwest corner of Lot # 201 in said Plat; thence North along the West line of said Lot and the East right-of-way line of said Alley a distance of 42 feet more or less to the Northwest corner of said Lot; thence East along the North line of said Lot and crossing the right-of-way of 32<sup>nd</sup> Street to the Southwest corner of Lot # 255 in said Plat; thence North along the East right-of-way line of 32<sup>nd</sup> Street a distance of 84 feet more or less to the Northwest corner of Lot # 254 in said Plat; thence East along the North line of said Lot and its Easterly extension crossing a 14 foot wide North and South Public Alley to the Southwest corner of Lot # 294 in said Plat; thence North along the West line of said Lot and East right-of-way line of said Public Alley a distance of 42 feet more or less to the Northwest corner of said Lot; thence East along the North line of said Lot and its



easterly extension crossing the right-of-way of 33<sup>rd</sup> Street to the Northwest corner of Lot # 343 in said Plat; thence North along the east right-of-way line of 33<sup>rd</sup> Street a distance of 98 feet more or less to the Northwest corner of Lot # 341 in said Plat; thence East along the North line of said Lot and its easterly extension crossing a 14 foot wide North and South Public Alley to the Southwest corner of Lot # 401 in said Plat; thence North along the East right-of-way line of said Public Alley a distance of 84 feet more or less to the Northwest corner of Lot # 402 in said Plat; thence East along the North line of said Lot and crossing the right-of-way of 34<sup>th</sup> Street to a point on the East line of said 34<sup>th</sup> Street; thence North along said East line to the Northwest corner of Lot # 224 in the Plat of "Riverdale 2nd Addition" as recorded in the records of said County; thence East along the North line of said Lot and crossing a 14 foot wide North and South Public Alley to the Southwest corner of Lot # 192 in said Plat; thence North along the West line of said Lot and East right-of-way line of said Public Alley a distance of 30 feet more or less to the Northwest corner of a Parcel of ground having a Tax Key Number of 018-6101-3595 in the records of said Auditor's office; thence East along the North line of said Parcel and its Easterly extension crossing 35<sup>th</sup> Street to a point on the East right-of-way line of said 35<sup>th</sup> Street; thence North along said East line a distance of 29.70 feet more or less to the Northwest corner of Lot # 160 in said Plat, said corner also being on the South right-of-way line of Hastings Street; thence East along said South line and crossing 36<sup>th</sup> Street and continuing along said South line and its Easterly extension to a point of intersection with the Centerline of Logan Street; thence South along said Centerline a distance of 3,180 feet more or less to a point of intersection with the Centerline of the St. Joseph River; thence meandering along said Centerline in a Westerly, Northwesterly and Northerly direction a distance of 30,800 feet more or less to the point of beginning.

Containing 1,804 acres more or less.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SOUTH BEND** as follows:

SECTION I. The area shown on the map attached as Exhibit A with its legal description in Exhibit B is hereby designated as a Municipal Riverfront Development Project for the City of South Bend pursuant to the Act and shall be known as the "Expanded East Riverfront District," which meets all qualifications for such a Project under the Act. In the event that any part of such area does not meet the criteria of the Act, that part shall be deemed excluded from the Project Area, and the remaining parts of the Area shall retain its Project designation.

SECTION II. The City Administration shall follow its established rules, policies, and procedures, as amended, for individuals, corporations, and business entities to apply for a Riverfront License pursuant to the Act and consistent with the regulations promulgated as a result of the Act.

SECTION III. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

  
Sharon McBride, President  
South Bend Common Council

Attest:

  
Dawn M. Jones, City Clerk

Presented by me to the Mayor of the City of South Bend, Indiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_\_m.

  
Dawn M. Jones, City Clerk

Approved and signed by me on the 18<sup>th</sup> day of September, 2023, at 11 o'clock, 5 .m.

  
James Mueller, Mayor  
City of South Bend, Indiana



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: September 25, 2023  
FROM: Zach Hurst, PE  
SUBJECT: Budget Request – East Race Walkway

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

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

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

APPROVED       Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

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

**Purpose of Request:**

This is a budget request for \$100,000 to cover sidewalk repairs at the East Race walkway underneath Colfax Avenue. The low-lying area floods frequently and does not drain properly, causing inconvenience for pedestrians and bicyclists trying to make use of the East Race facility.

This funding would replace damaged sidewalk panels and lower an existing inlet to help alleviate the flooding issues.

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



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: 9/28/2023  
FROM: Leslie Biek, PE, Assistant City Engineer  
SUBJECT: LaSalle Streetscape Funding Request

\_\_\_\_\_ 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: Funding request for LaSalle Streetscape project

Specifics: Additional \$200,000 is requested for change orders for the LaSalle Streetscape project. Phase 1 has been completed and Phase 2 is now starting. Change order #1 is in process with additional funding requested in anticipation of funding need.

INTERNAL USE ONLY: Project Code: 122-013R; PROJ 317 \_\_\_\_\_;

Total Amount new/change (inc/dec) in budget: \$200,000 \_\_\_\_\_; Break down:

Costs: Engineering Amt: \_\_\_\_\_; Other Prof Serv Amt \_\_\_\_\_;

Acquisition of Land/Bldg (circle one) Amt: \_\_\_\_\_; Street Const Amt \$200,000 \_\_\_\_\_;

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