



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, December 14, 2023 – 9:30 a.m.

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

### 1. Roll Call

### 2. Approval of Minutes

- A. Minutes of the Regular Meeting of Monday, November 20, 2023

### 3. Approval of Claims

- A. Claims Allowance 11.21.23
- B. Claims Allowance 11.28.23
- C. Claims Allowance 12.05.23

### 4. Old Business

- A. None

### 5. New Business

#### A. River West Development Area

- 1. Budget Request (Downtown Planning)
- 2. Resolution No. 3585 (SB TIF EDC Forgivable Loan Monreaux Additional Appropriations RDC).
- 3. Resolution No. 3586 (Approving the loan agreement Delta Ventures (Monreaux Project))
- 4. Fourth Amendment to Real Estate Purchase Agreement (Diamond View/Real America)
- 5. Second Amendment (PNA)

#### B. Administrative

- 1. Resolution No. 3582 (2024 Meeting Schedule)
- 2. Resolution No. 3583 (Authorizing DCI Staff for Administrative Acts)
- 3. Resolution No. 3584 (Staff Authority for Property Contracts Related Services)

#### C. Other

- 1. Mortgage Release (Lewis Dorris)

**6. Progress Reports**

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

**7. Next Commission Meeting:**

Thursday, January 11, 2023, 9:30 am



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

**SOUTH BEND REDEVELOPMENT COMMISSION  
 SCHEDULED REGULAR MEETING**

November 20, 2023 – 9:32 am

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

Presiding: Marcia Jones, President

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

**1. ROLL CALL**

Members Present:	Marcia Jones, President – IP Troy Warner, Vice-President – IP Vivian Sallie, Secretary - IP David Relos, Commissioner – IP Leslie Wesley, Commissioner - V	IP = In Person V = Virtual
Members Absent:	Eli Wax, Commissioner	
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell, Asst. City Attorney	
Redevelopment Staff:	Mary Brazinsky Sears, Board Secretary Joseph Molnar, Property Manager	
Others Present:	Caleb Bauer Erik Glavich Rosa Tomas Sarah Schaefer Jitin Kain Zach Hurst Leslie Biek Charlotte Brach Gemma Stanton Patrick Sherman Lisa Lee Devereaux Peters Mark Peterson Frank Perri Sue Kesim Matt Barrett Katrina Marquardt	DCI DCI DCI DCI Engineering Engineering Engineering Engineering Engineering VPA Ice Miller WNDU Monreaux Resident Resident Resident Resident

## **2. Approval of Minutes**

### **A. Approval of Minutes of the Regular Meeting of Thursday, November 9, 2023**

Upon a motion by Secretary Sallie, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, November 9, 2023.

### **B. Approval of Minutes of the Executive Session on Thursday, November 9, 2023**

Upon a motion by Vice-President Warner, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved the minutes of the Executive Session of Thursday, November 9, 2023.

## **3. Approval of Claims**

### **A. Claims Allowance 11.14.23**

Upon a motion by Secretary Sallie, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved the claims allowances of November 14, 2023.

## **4. Old Business**

## **5. New Business**

### **A. River West Development Area**

#### **1. Budget Request (LaSalle Park Improvements)**

Patrick Sherman Presented a Budget Request (LaSalle Park Improvements). LaSalle Park is located on an EPA superfund site and went through a project earlier this year to remediate the site. The city engaged with a consultant and legal to work with the EPA on the required soil management plan for improvements. The requirement of the disturbed soil was to have it removed from the site and replaced with clean soil. This required additional funding for hazmat certification and soil requirements in the amount of \$160k. Commission approval is requested.

Upon a motion by Secretary Sallie, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved Budget Request (LaSalle Park Improvements) submitted on Monday, November 20, 2023.

#### **2. Real Estate Purchase Agreement (Mary Coyne 214 W Wayne)**

Joseph Molnar Presented a Real Estate Purchase Agreement (Mary Coyne 214 W Wayne). This is a purchase agreement for 214 W Wayne Street. This is where the vast majority of city employees park. The space has been leased for years for \$1,400 a month. The city does not believe the space will be used for parking in the future as the mayor announced a new downtown plan. Staff believes this property will can be redeveloped in the future under the downtown plan and would ask for Commission approval to purchase this property.

Upon a motion by Commissioner Relos, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved a Real Estate Purchase Agreement (Mary Coyne 214 W Wayne) submitted on Monday, November 20, 2023.

**3. Budget Request (Safe Routes to School)**

Gemma Stanton Presented a Budget Request (Safe Routes to School). The request before you is for \$155,250 for a professional service agreement for safe routes to school project at Muessel primary, Holy Cross and Our Lady of Hungry neighborhoods. The amount is for survey work on sidewalks, curbs, and ramps. INDOT will cover 80% of the amount, however, the city will need to pay the full amount up front.

Vice-President Warner if the reimbursement comes back to the commission.

Caleb Bauer responded yes.

Sue Kesim, 422 Kennedy Drive, resident, pointed out the sidewalks going to John Marshall are rubble along Springbrook Drive and along Byron. Since a lot of people walk there including the Jewish community walking to synagogue, she would like to see these included in this project.

Gemma Stanton replied that those areas cannot be included in this project funded by INDOT as they have to stay within the specific boundaries. Those areas can be looked at with a future project.

Upon a motion by Vice-President Warner, seconded by Secretary Sallie, the motion carried unanimously, the Commission approved Budget Request (Safe Routes to School) submitted on Monday, November 20, 2023.

**4. Resolution No. 3581 (Accepting Transfer of Property from BPW Carrol St)**

Joseph Molnar Presented Resolution No. 3581 (Accepting Transfer of Property from BPW Carrol Street). BPW acquired the property in 2022 near the downtown post office. By transferring the property, the city can put this property through the disposition process in the future. Commission approval is requested.

Upon a motion by Commissioner Relos, seconded by Vice-President Warner, the motion carried unanimously, the Commission approved Resolution No. 3581 (Accepting Transfer of Property from BPW Carrol Street) submitted on Monday, November 20, 2023.

**5. Development Agreement (Monreaux)**

Erik Glavich Presented a Development Agreement (Monreaux). The Monreaux project at 505 S Michigan Street is a LIHTC project. Deveraux Peters is the developer. This will be a four-story building of 65k square feet. This will be a minimum of sixty apartments at low income. Twenty-three units are in the 50% AMI and twenty-three will be at 80%AMI. The agreement is for \$2.3M in RDC funding. Total project cost is \$16M. Project is to be completed within 3 years of

## South Bend Redevelopment Commission Regular Meeting – November 20, 2023

the closing date. In July of 2022 RDC entered into a real estate purchase agreement for The Monreaux. August 2022 Common Council confirmed an 8-year tax abatement. February 2023 IHEDA award was announced and July 2023 a First Amendment to the purchase agreement was presented and approved.

Next steps; November 2023 approval of both Development agreement and Resolution No. 3580 for the forgivable loan. Common Council will introduce the forgivable loan note ordinance. On December 11, 2023, EDC will be asked to adopt resolutions approving documents giving recommendations to Common Council for adoption; Common Council will vote on the ordinance. December 14, 2023, we will bring a resolution to RDC for TIF funding.

Caleb Bauer stated that we have used the EDC statute in the past with the SB Chocolate Dinosaur Museum. The reason we are using this on The Monreaux project is due to the state mandated timelines. The forgivable loan format allows for contracting in a timelier manner. We would like to use this format in the future for all LIHTC projects.

Deveraux Peters stated that she is excited to start this project and believes it will be a great project for downtown. The first floor will have work units as opposed to retail spaces, which adds flexibility to the community.

Mr. Bauer stated that there is a request for two amendments proposed. One is changing the reference in 3.2 from section 4.7 to section 3.5. Two is striking the language of common ownership in the fifth whereas clause of the agreement.

Upon a motion by Vice President Warner, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved Development Agreement (Monreaux) amending the scrivener's error in section 3.2b to section 3.5 and amend the fifth whereas clause in common ownership to common entities and submitted on Monday, November 20, 2023.

Upon a motion by Vice President Warner, seconded by Secretary Sallie, the motion carried unanimously, the Commission approved Development Agreement (Monreaux) as amended submitted on Monday, November 20, 2023.

### **6. Resolution No. 3580 (Monreaux)**

Erik Glavich Presented a Budget Request (Monreaux). This resolution would authorize the funding to be distributed to the Monreaux in the form of a forgivable loan. This provides flexibility for the development and ensures that there are no delays in the project.

Lisa Lee noted that this is the same process that we used with the SB Chocolate Dinosaur Museum. The meeting of the EDC on December 11, 2023, will be a public notice meeting. Notice will be posted ten days prior to the meeting to then be recommended to the Common Council. In section II the agreement should read that the payment of funds shall be up front upon execution of the agreement and then be forgiven upon the closing date. Ms. Lee stated that she will provide Ms. Campbell Weiss a revised document for execution. This is to get the public

South Bend Redevelopment Commission Regular Meeting – November 20, 2023

improvements started.

Commissioner Relos asked if they are to be used for designated project work.

Mr. Bauer replied they are for LPI (local public improvement).

Commissioner Relos asked about the pictures one shows a deck on the back with a garden space.

Ms. Peters stated it will be a community space with a walking path, grills, and patio seating for tenants with a garden area to congregate and have guests.

Secretary Sallie asked about the retail space on the first floor as part of the plan. Ms. Sallie asked if the building would have on-site management.

Ms. Peters stated that yes, there will be on-site management.

Sue Kesim, 422 Kennedy, resident asked for the total expected expenditure of the project.

Mr. Bauer stated \$16M.

Sue Kesim asked since it is a mixed-use space on the first floor, will there be a grocery store. Will there be space on the first floor that they will be held accountable for.

Mr. Bauer stated that there is no requirement on use of the retail space. In the past when the commission has made a recommendation of space, there was a consideration of TIF funds that was commensurate to asking for an additional commitment for type of use in the retail space. There is no requirement on type of use in this project, but we certainly would want to see viable retail in the downtown area. This plays into that strategy.

Sue Kesim stated that Barnes and Thornburg still has no retail on the first floor.

Mr. Bauer stated that there is a coffee shop on the first floor.

Sue Kesim stated that it does not fill up the majority of the space. She is asking about the requirements because for her it has not worked out in the past.

Ms. Peters stated that a market study was performed of downtown area to negate what Ms. Kesim is stating. These units are not simply retail space. The units are residential as well and will be filled. There is a small retail area where residents or entrepreneurs can work out of those, but they are still residential units. There will not be the issue of vacancy as people will be living there.

Matt Barrett, 110 S Niles asked when the documents were first drafted as he has asked for revision to documents, but he does not want to change documents that are already in process.

Mr. Bauer stated they started in the summer of 2023.

Mr. Barrett states that he has suggested changes, and they are not reflected in the documents but since the documents were drawn up during the summer, he will withdraw the comment.

Mr. Barrett states that the not for profit and the for profit are under common ownership. He asks how that is possible. There is also a cross reference in section 4.7 on page 50 of the packet. He stated there is no section 4.7 as referenced this is in section 3.2 on page 3 of the document.

Mr. Glavich stated that should have read section 3.5 and will be updated. He asked for the Commission to vocally allow us to change the development agreement to reflect the change.

Mr. Barrett asked to address the fifth whereas about common ownership and control Delta Ventures, described as a not for profit.

Mr. Glavich stated that as they were working on the project with Ms. Peters, they established Delta Ventures Ltd.

Mr. Bauer stated that staff is asking about the structure of Delta Ventures limited vs The Monreaux, LLC.

Ms. Peters states The Monreaux, LLC is the ownership entity of the project. Delta Ventures is loaning the money to the ownership entity.

Mr. Barrett asked how can a not for profit and a profit be under the same ownership.

Mr. Bauer stated that this may have been common language that we have in a development agreement that may have inaccurately reflected the ownership.

Ms. Peters states that The Monreaux is the ownership entity that includes the general partner, which is Ms. Peter's organization as well as her syndicator who will be part owner and sell the tax credits to investors. Ms. Peters states that the non-profit is an entity that she is a part of but not solely and an entity used to funnel the funds.

Mr. Bauer states for clarity of the agreement that under common ownership clause be stricken.

Mr. Barrett asked how the interest on the loan will work in terms of the funding obligation; is it treated as a private fund, a public fund or just disregarded.



## South Bend Redevelopment Commission Regular Meeting – November 20, 2023

Mr. Bauer stated that the resolution establishes the ability for the EDC and the Common Council to enter into the loan agreement document which will be contemplated and stipulated in the actual loan agreement. In the previous agreement mentioned, there was interest levied. If the loan is forgiven, then there is no interest payable. This will go through the EDC then the Common Council and return to the RDC for final authorization. This resolution commits the funding but not committing the RDC to the loan yet, we will come back for that agreement.

Mr. Barrett asked, in theory, there is no interest on the loan, and it is coming from RDC money. There is no bond issuance. And the city is not paying any interest.

Vice-President Warner stated is the building fails to be built, the loan will be paid back with interest accrued on that.

Mr. Bauer stated that there is a request for an amendment proposed. Amending section two language stating that the funding would be provided up front to the developer with the forgiveness still stipulated on successful completion of the project. IHEDA has a tighter timeline than 36 months that is a holdover from the language in the real estate purchase agreement. IHEDA compliance will begin on January 1, 2024, which gives the project 2 full calendar years to complete the project. The city is giving 3 years.

Sue Kesim asked if there are ADA compliant apartments and how many.

Ms. Peters noted that there are ten fully accessible. But the other six can be converted into ADA units.

Vice-President Warner stated we have been working with Ms. Peters for 18 months and it is an exciting project. The project is very transformative for the neighborhood. Mr. Warner stated he was at Notre Dame talking to another developer with HUD housing and the difficulties municipalities are having to get creative on market rate apartments with the funding gap using different tools such as tax abatements. He was very complementary of South Bend and the use of creativity. He was familiar with the housing tax credits and that we are including the announcement for one this year. We are going to have to continue to be creative to solve the housing crisis.

Commissioner Wesley thanked Deveraux and is excited with the innovative vision and excited with the vision in coming back investing in South Bend.

Upon a motion by Vice President Warner, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved Resolution No. 3580 (Monreaux) with the amendment of section 2 to strike payment at final completion and add payment upon the execution of the agreement by the parties and approval by all necessary entities submitted on Monday, November 20, 2023.

Upon a motion by Vice President Warner, seconded by Secretary Sallie, the motion carried unanimously, the Commission approved Resolution No. 3580 (Monreaux) as amended submitted on Monday, November 20, 2023.

Secretary Sallie stated she had a question about the Dream Center; it is a wonderful project that has been a long time coming; in spring 2023 we talked about the surrounding properties many of which are an eyesore. A conversation was to be had with those owners/absentee owners to improve those properties. Have those conversations happened yet?

Mr. Bauer states there have been some conversations with some of the property owners but not all of them. We are planning on that in the near future.

Commissioner Wesley stated she agrees with Secretary Sallie and would like to look into further examination of that area as that is a lot of money to spend on that beautiful property when the surrounding area is an eyesore. Is there any homeownership efforts? Is there a developer for the homes in the area yet?

Mr. Bauer states he is not at liberty to discuss things that are in process but yes, that is something on our radar that we want to work towards. Blighted buildings are not good for the neighborhood.

Ms. Sallie noted that many of the homes, but many are absentee ownership.

## **B. Redevelopment East Development Area**

### **1. Budget Request (Market District Planning Contract)**

Jitin Kain Presented a Budget Request (Market District Planning Contract). This budget request is for \$600k out of REDA TIF to serve as the local match for the Raise federal grant. The city received a raise grant last year in the amount of \$2.4M which had a match of \$600k. The total amount of the grant is \$3M. This grant will fund environmental analysis and preliminary engineering for the market district area. This is preliminary to study the removal of the clover leaves and will last approximately 3 years; the bulk is environmental work which takes a long time. The consultant has been selected and we expect to contract with them once the local match is received.

Commissioner Relos asked if the environmental analysis is expected to take 3 years.

Mr. Kain noted yes this is a federal project which requires environmental analysis with impact, cultural impact, socioeconomic, social justice impact, wetland analysis and natural resources. That is an extensive federal process. We will be studying the clover leaf areas and producing suggested solutions. There was a concept already developed as the federal grant requires an alternate analysis.

Sue Kesim asked why it is so important to undo something. She uses it every day for work. Why are we getting rid of it?

Mr. Kain the study is not looking at removing or dismantling the Eddy Street bridge. It is looking at the removal of the clover leaves which do not have the amount of traffic that is required of a freeway ramp. The ramp system and the highway was created in 1960s when Studebaker Corporation was running, and

## South Bend Redevelopment Commission Regular Meeting – November 20, 2023

we had a population of 132,000 people which is 30,000 more than we have today. Current traffic counts do not warrant the cloverleaves as they exist today. This is the process to study their model of removal of the cloverleaf and put in a system of street networks. You will still have access as the street network will not go away.

Ms. Kesim stated that Steel Warehouse and Lippert are two major employers that are expanding. It may not be Studebaker, but it helps people from the South Side get to the West side, Beacon, and city employees as well.

Vice-President Warner stated that he has seen drawings and residents will still be able to use the streets efficiently. The massive clover leaves taking up space will just be removed, and the area utilized.

Ms. Kesim stated it seems like there is just more gridlock while driving to work in South Bend.

Upon a motion by Vice-President Warner, seconded by Commissioner Relos, the motion carried unanimously, the Commission approved Budget Request (Market District Planning Contract) submitted on Monday, November 20, 2023.

### **C. Administrative**

#### **1. RDC General Report**

Caleb Bauer Presented the Commission with a General Report. Mr. Bauer re-introduced the TIF Districts to the Commission. The city has seen continued growth projections of TIF for 2023. We are seeing continued growth in revenues above our conservative projections. Baker Tilly will prepare new projections the will be more reflective of the current environment.

Mr. Bauer outlined a few major upcoming and ongoing projects including rebuilding our streets, the downtown plan process, central fire station roof replacement with solar installation, south side neighborhood park, SBCSC career center, acquisition of low-barrier intake center, land bank startup costs in partnership with St. Joseph County and continued implementation of Neighborhood Improvement bonds.

Mr. Bauer stated in the Department of Community investment we are committed to opportunities. READI 2.0 is a program in which we will be applying in April 2024 for up to \$75M in awards for the state. The 2.0 program will only be able to fund infrastructure projects or brick and mortar buildings. We are working on federal opportunities such as the reconnecting communities grant re-application, RAISE grant design, EV charging infrastructure grant and choice neighborhoods initiative plan. The department is also working on both neighborhood and downtown plan implementations.

Mr. Bauer noted the departmental goals for 2024 which included continued focus on new neighborhood housing initiatives to minimize the appraisal gap and move more vacant lots to constructive uses. The adoption and implementation of Monroe, Edgewater, LaSalle, and River Park neighborhood plans. Ongoing focus

and cleanup and potential redevelopment of Drewry's site and expansion of brownfield remediation. Improving residential engagement with city services and direct neighborhood association support. Increase city services including better accessibility of information online. Exploring software solutions for the neighborhood inspectors. Expand the workforce development programming and build connections with other organizations to understand holistic workforce development. Improve access to financing for small businesses. Promote greater density within the urban core and surrounding neighborhoods. Maximize impact of READI, state and federal grant opportunities.

Sue Kesim mentioned that she received her Artificial Intelligence certification and there was a focus on how fast driverless cars are coming, which is great for our senior population. It would help to put sensors on buildings to help these cars to navigate our streets.

Sue also mentioned that we need to look into creative funding ideas instead of debt. Other cities are fining owners that leave their buildings vacant. The city should look into that as they have a huge vacant rate.

Mr. Bauer mentioned the city is on the same page and will be bringing programs like this forward in the future.

## 6. Progress Reports

### A. Tax Abatement

1. Erik Glavich stated that at the Common Council meeting the Council approved the following:
  - Waiver of non-compliance was approved by the Common Council for Nilkanth properties LLC which owns the Dairy Queen on west Western Avenue. They have been filing their tax paperwork with the Department of Community Investment but not with the auditor's office as they did not receive the benefits of their tax abatement. The Council approved a waiver of non-compliance so they would be refunded the taxes.

### B. Common Council

1. Next week we will be bringing forth a new abatement on Scott Street.
2. Mr. Bauer stated that a map of developments laid out will be brought forth to commission at a future meeting.

### C. Other

Mr. Bauer noted that Advantix was awarded a tax project for the 50-unit project primarily in the NNN. Homes will also be built in Kennedy, Muessel Grove and LaSalle parks. They have agreed to the city pre-approved plans except for townhomes which we do not have a plan for at this time. This is our fourth award.

Barehands did bring forth documents, but many are not admissible. We will be collaborating with them and schedule a walk-through of the property and then bring a recommendation to the Commission.

South Bend Redevelopment Commission Regular Meeting – November 20, 2023

7. **Next Commission Meeting:**  
Thursday, December 14, 2023
8. **Adjournment**  
Monday, November 20, 2023, 11:00 am

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Vivian Sallie, Vice-President

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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, November 21, 2023

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

GBLN-0067691	\$316,415.50
GBLN-0000000	\$0.00

Total:	<u>\$316,415.50</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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\$ 316,415.50

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**Expenditure approval**

RDC Payments-11/21/23 Pymt Run

GBLN-0067691

**Payment method:** ACH-Total  
**Voucher:** RDCP-00021615  
**Payment date:** 11/21/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000019	ABONMARCHE CONSULTANTS OF IN	148995	Change Order	11/29/2023	\$3,500.00	324-10-102-121-444000-- PROJ00000440	PO-0024349

**Payment method:** ACH-Total  
**Voucher:** RDCP-00021616  
**Payment date:** 11/21/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000243	BOWEN ENGINEERING CORP	APP #12	North WTP Imp	10/6/2023	\$6,676.60	324-10-102-121-443001-- PROJ00000056	PO-0016353

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021617  
**Payment date:** 11/21/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000618	FORUM ARCHITECTS LLC	2212810	MarMain Roof PSA	11/30/2023	\$797.50	324-10-102-121-443001-- PROJ00000372	PO-0020013

**Payment method:** ACH-Total  
**Voucher:** RDCP-00021618  
**Payment date:** 11/21/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00000821	INDIANA DEPT OF TRANSPORTATI ON	72485	Concrete - CO #1	9/3/2023	\$19.80	324-10-102-121-443001-- PROJ00000018	PO-0025244
V-00000821	INDIANA DEPT OF TRANSPORTATI ON	72485	CLT 2B - CO #2 (railing post)	9/3/2023	\$11,224.20	324-10-102-121-444000-- PROJ00000018	PO-0025244

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021619  
**Payment date:** 11/21/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000982	LAWSON- FISHER ASSOCIATES	202206002230941	Coal Line Trail - Construction Inspection Services	10/30/2023	\$32,990.53	324-10-102-121-444000-- PROJ00000018	PO-0014118
V-00000982	LAWSON- FISHER ASSOCIATES	202206002231032	Coal Line Trail - Construction Inspection Services	11/30/2023	\$26,066.20	324-10-102-121-444000-- PROJ00000018	PO-0014118

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021620  
**Payment date:** 11/21/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001012	LOCHMUELLER GROUP INC	514658	Change Order #1	11/26/2023	\$32,100.75	436-10-102-121-444000-- PROJ00000079	PO-0007779

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021621  
**Payment date:** 11/21/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001038	MAJORITY BUILDERS INC	Application 4	The Hill TIF Project	11/29/2023	\$151,623.33	429-10-102-121-444000-- PROJ00000412	PO-0024347

**Payment method:** ACH-Total

**Voucher:** RDCP-00021622  
**Payment date:** 11/21/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001496	SHIVE HATTERY INC	217220187010	Fire Station 8 Final Design	11/25/2023	\$2,260.85	430-10-102-121-431002-- PROJ00000355	PO-0021515

**Payment method:** ACH-Total  
**Voucher:** RDCP-00021623  
**Payment date:** 11/21/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001933	LYNN WETZEL	101	Commuter's Trust Prof Svs	11/24/2023	\$3,403.39	433-10-102-123-439300-- PROJ00000383	PO-0021586

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021624  
**Payment date:** 11/21/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	11012023	SBCC Grant Indiana Dinosaur Museum	12/1/2023	\$1,252.35	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	171172	SBCC Grant Indiana Dinosaur Museum	12/1/2023	\$9,500.00	324-10-102-121-441000-- PROJ00000403	PO-0022186

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021625  
**Payment date:** 11/21/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00012266	Human Delta Inc.	1005	Digital Storefront	11/15/2023	\$35,000.00	433-10-102-121-439300--	PO-0026286



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

To: South Bend Redevelopment Commission  
From: Kyle Willis, City Controller  
Date: Tuesday, November 28, 2023

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

GBLN-0067953	\$899,570.88
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$899,570.88</u>

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Kyle Willis

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

South Bend Redevelopment Commission

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

Date:

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

Name:

ance

l claims and

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\$ 899,570.88

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**Expenditure approval**

RDC Payments-11/28/23 Pymt Run

GBLN-0067953

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021815  
**Payment date:** 11/28/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000280	C&E EXCAVATING INC	APP #2	Pure Green Farms Site Improvements	12/8/2023	\$63,455.04	324-10-102-121-444000-- PROJ00000211	PO-0025184

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021816  
**Payment date:** 11/28/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000472	DLZ INDIANA LLC	706314	Design	11/24/2023	\$11,425.00	429-10-102-121-431002-- PROJ00000371	PO-0019975
V-00000472	DLZ INDIANA LLC	706314	Change Order #1	11/24/2023	\$23,070.00	429-10-102-121-431002-- PROJ00000371	PO-0019975
V-00000472	DLZ INDIANA LLC	705865	Change Order #1	7/30/2023	\$6,980.00	429-10-102-121-431002-- PROJ00000371	PO-0019975

**Payment method:** ACH-Total  
**Voucher:** RDCP-00021817  
**Payment date:** 11/28/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000526	ENFOCUS INC	1201804191	Immigration/employment services	12/2/2023	\$4,166.67	433-10-102-123-439300-- PROJ00000417	PO-0024644

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021818  
**Payment date:** 11/28/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000698	GREEN DEMOLITION CONTRACTORS INC	APP #4	Change Order	12/7/2023	\$97,535.00	324-10-102-121-444000-- PROJ00000440	PO-0024348
V-00000698	GREEN DEMOLITION CONTRACTORS INC	APP #4	Change Order #2	12/7/2023	\$108,330.00	324-10-102-121-444000-- PROJ00000440	PO-0024348

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021819  
**Payment date:** 11/28/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #5	Change Order #2	9/29/2023	\$3,200.34	324-10-102-121-442001-- PROJ00000352	PO-0020444
V-00001411	RIETH RILEY CONSTRUCTIO N	APP #5	Change Order #3	9/29/2023	\$117,773.68	324-10-102-121-442001-- PROJ00000352	PO-0020444

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021820  
**Payment date:** 11/28/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001789	Milestone Contractors North, Inc	APP #4	Construction- RWTIF	11/28/2023	\$380,770.65	324-10-102-121-442001-- PROJ00000324	PO-0018944

**Payment method:** CHK-Total  
**Voucher:** RDCP-00021821  
**Payment date:** 11/28/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00008672	USI Consultants, Inc	18660	Inspection Svcs for Coal Line Phase IIB	8/14/2023	\$54,152.96	324-10-102-121-444000-- PROJ00000018	PO-0019649
V-00008672	USI Consultants, Inc	19355	Inspection Svcs for Coal Line Phase IIB	11/14/2023	\$18,520.57	324-10-102-121-444000-- PROJ00000018	PO-0019649



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**Payment method:** CHK-Total  
**Voucher:** RDCP-00021822  
**Payment date:** 11/28/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	232484	SBCC Grant Indiana Dinosaur Museum	12/1/2023	\$400.00	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	3539	SBCC Grant Indiana Dinosaur Museum	11/26/2023	\$9,790.97	324-10-102-121-441000-- PROJ00000403	PO-0022186

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

To: South Bend Redevelopment Commission  
From: Kyle Willis, City Controller  
Date: Tuesday, December 5, 2023

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

GBLN-0068659	\$28,279.31
GBLN-0000000	\$0.00
GBLN-0000000	\$0.00
Total:	<u>\$28,279.31</u>

-----  
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

---

\$ 28,279.31

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**Expenditure approval**

RDC Payments-12/5/23 Pymt Run

GBLN-0068659

**Payment method:** ACH-Total  
**Voucher:** RDCP-00022015  
**Payment date:** 12/5/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000665	GIBSON LEWIS LLC	APP #9	Change Order #1	8/2/2023	\$7,337.52	324-10-102-121-443001-- PROJ00000051	PO-0019070
V-00000665	GIBSON LEWIS LLC	APP #9	Change Order #3	8/2/2023	\$5,015.00	324-10-102-121-443001-- PROJ00000051	PO-0019070
V-00000665	GIBSON LEWIS LLC	APP #9	Change Order #4	8/2/2023	\$405.05	324-10-102-121-443001-- PROJ00000051	PO-0019070

**Payment method:** ACH-Total  
**Voucher:** RDCP-00022016  
**Payment date:** 12/5/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001933	LYNN WETZEL	102	Commuter's Trust Prof Svs	12/8/2023	\$3,384.61	433-10-102-123-439300-- PROJ00000383	PO-0021586

**Payment method:** CHK-Total  
**Voucher:** RDCP-00022017  
**Payment date:** 12/5/2023

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010644	Indiana Dinosaur Museum Inc	11132023	SBCC Grant Indiana Dinosaur Museum	12/13/2023	\$6,167.13	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	6714	SBCC Grant Indiana Dinosaur Museum	10/18/2023	\$995.00	324-10-102-121-441000-- PROJ00000403	PO-0022186
V-00010644	Indiana Dinosaur Museum Inc	5941	SBCC Grant Indiana Dinosaur Museum	11/30/2023	\$4,975.00	324-10-102-121-441000-- PROJ00000403	PO-0022186



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: Dec. 12, 2023

FROM: Caleb Bauer, Executive Director of DCI

SUBJECT: Budget Request for Downtown Planning Process

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:** \$500,000 budget request for development of the first Downtown Master Plan

**Specifics:** The Department of Community Investment requests \$500,000 from the River West Development Area to fund professional services in support of the development of a Downtown Master Plan.

Staff plans to engage with a number of consultants, including urban design firms Urban Design Associates and Torti Gallas + Partners, as well as others to conduct analysis on retail, parking, and housing needs in the downtown area.

The City has not conducted a Downtown Master planning process in decades, and the unprecedented growth we have seen in the downtown area merits a planning process that can help to ensure growth is coordinated and additive.

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

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

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

APPROVED

Not Approved

## RESOLUTION NO. 3585 \_\_\_\_\_

SOUTH BEND REDEVELOPMENT COMMISSION  
ADDITIONAL APPROPRIATION RESOLUTION

WHEREAS, the South Bend ("City") Redevelopment Commission ("Commission") has established the River West Development Allocation Area No. 1 ("Allocation Area") in the River West Development Area and in order to undertake certain local public improvements, including the construction of site work and infrastructure improvements needed to serve the development, construction and equipping of a four-story building containing at least sixty-five thousand (65,000) square feet which will include the incorporation of the historic masonry features preserved by the Commission; and (ii) a minimum of sixty (60) total apartment units of which no fewer than twenty-three (23) apartment units will be exclusively available for tenants at fifty percent (50%) or lower of the AMI and no fewer than an additional twenty-three (23) apartment units will be exclusively available for tenants at eighty percent (80%) or lower of AMI ("Delta Project"), on certain real estate acquired by Delta Ventures Ltd., an Indiana Nonprofit Corporation ("Delta") and Monreaux LLC each in or physically connected to the Allocation Area;

WHEREAS, the Common Council of the City adopted its loan ordinance ("Delta Loan Ordinance") on December 11, 2023, which Delta Loan Ordinance authorizes the issuance and funding of its Taxable Economic Development Revenue Note, Series 2023 (Monreaux Project) to be issued in one or more series ("Series 2023 Note") from the City to Delta, in an amount not to exceed \$2,300,000, as evidence of a loan to Delta ("Delta Loan"), to finance a portion of the Delta Project;

WHEREAS, the Commission has pledged TIF Revenues (as defined in the Delta Loan Ordinance) on hand or to be on hand to the funding of the Series 2023 Note; and

WHEREAS, the Commission has published notice in accordance with IC 5-3-1 and IC 6-1.1-18-5, and on December 14, 2023, held a public hearing regarding the appropriation of the proceeds of the TIF Revenues to the funding of the Series 2023 Note;

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

1. An appropriation in an amount not to exceed Two Million Three Hundred Thousand Dollars (\$2,300,000), and interest earned thereon, is hereby made to be applied to the funding of the Series 2023 Note, as evidence of the Delta Loan, and the funds to meet this appropriation will be provided out of TIF Revenues collected in the Allocation Area. This appropriation is in addition to all other appropriations provided for in the existing budget and tax levy of the South Bend Redevelopment District for the current year.

2. The fiscal officer of the Commission is hereby authorized and directed to provide information to the Department of Local Government Finance concerning this appropriation.

3. This resolution shall be in full force and effect immediately upon its adoption.

Adopted at a meeting of the Commission held on December 14, 2023, in South Bend, Indiana.

SOUTH BEND REDEVELOPMENT  
COMMISSION

---

Marcia Jones, President

ATTEST:

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Vivian Sallie, Secretary



SOUTH BEND REDEVELOPMENT COMMISSION

RESOLUTION NO. 3586\_\_\_\_\_

RESOLUTION APPROVING THE SUBSTANTIALLY FINAL  
FORM OF LOAN AGREEMENT AND ACKNOWLEDGMENT BY  
THE SOUTH BEND REDEVELOPMENT COMMISSION FOR THE  
DELTA VENTURES LTD (MONREAUX) PROJECT

WHEREAS, the City of South Bend, Indiana ("City") has determined to enter into a Loan Agreement with Delta Ventures LTD., an Indiana Nonprofit Corporation duly organized and existing and authorized to do business under the laws of the State of Indiana ("Borrower"), under common control with Monreaux LLC, dated as of December 1, 2023 ("Loan Agreement") for a direct loan, to be secured by the Series 2023 Note to be funded with TIF Revenues (each as defined in the Loan Agreement) on a forgivable basis, to the Borrower for the acquisition, construction, or installation of economic development projects, including the construction of site work and infrastructure improvements needed to serve the redevelopment and development of: (i) a four-story building containing at least sixty-five thousand (65,000) square feet which will include the incorporation of the historic masonry features preserved by the Commission; and (ii) a minimum of sixty (60) total apartment units of which no fewer than twenty-three (23) apartment units will be exclusively available for tenants at fifty percent (50%) or lower of the area median income ("AMI") and no fewer than an additional twenty-three (23) apartment units will be exclusively available for tenants at eighty percent (80%) or lower of AMI on certain real estate acquired by the Borrower with an overall investment of approximately \$13,700,000, on certain real estate acquired by the Borrower as set forth on Exhibit B of the Loan Agreement, together with all necessary appurtenances, related improvements and equipment;

WHEREAS, on November 20, 2023, the Commission adopted Resolution No. 3580 authorizing the use of TIF Revenues on hand or to be on hand to fund the Series 2023 Note; and

WHEREAS, the Commission has agreed to execute the Acknowledgment of the Loan Agreement to be entered into by and between the City and the Borrower;

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

1. The Commission hereby approves the substantially final form of the Loan Agreement presented to this meeting and attached hereto and incorporated herein as Exhibit A.
2. The President or Vice President of the Commission is hereby authorized to execute the Acknowledgement of the Loan Agreement and the Secretary is hereby authorized to attest and execute the Acknowledgment of the Loan Agreement.
3. The Secretary is hereby authorized and directed to initial and date a copy of the proposed Loan Agreement submitted to this meeting and place the same in the minutes of this meeting, and the Loan Agreement is made a part of this resolution as fully as if same were set forth herein.

4. This resolution shall be effective upon passage.

Adopted December 14, 2023.

SOUTH BEND REDEVELOPMENT COMMISSION

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest:

\_\_\_\_\_  
Secretary

EXHIBIT A

Substantially Final Form of Loan Agreement

(Attached)

LOAN AGREEMENT

BETWEEN

DELTA VENTURES LTD.

AND

CITY OF SOUTH BEND, INDIANA

Dated as of December 1, 2023

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## LOAN AGREEMENT

This is a LOAN AGREEMENT dated as of December 1, 2023 ("Loan Agreement") between DELTA VENTURES LTD., an Indiana Nonprofit Corporation duly organized and existing and authorized to do business under the laws of the State of Indiana, under common control with Monreaux LLC ("Borrower"), and the CITY OF SOUTH BEND, INDIANA ("City"), a municipal corporation duly organized and validly existing under the laws of the State of Indiana.

### PRELIMINARY STATEMENT

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, "Act"), has been enacted by the General Assembly of Indiana.

WHEREAS, the Act provides that a municipal corporation may, pursuant to the Act, make direct loans to users or developers for the cost of acquisition, construction, or installation of economic development projects, including the construction of site work and infrastructure improvements ("Local Public Improvements") needed to serve the redevelopment and development of: (i) a four-story building containing at least sixty-five thousand (65,000) square feet which will include the incorporation of the historic masonry features preserved by the Commission; and (ii) a minimum of sixty (60) total apartment units of which no fewer than twenty-three (23) apartment units will be exclusively available for tenants at fifty percent (50%) or lower of the area median income ("AMI") and no fewer than an additional twenty-three (23) apartment units will be exclusively available for tenants at eighty percent (80%) or lower of AMI on certain real estate acquired by the Borrower with an overall investment of approximately \$13,700,000 ("Development"), on certain real estate acquired by the Borrower as set forth on Exhibit B attached hereto, together with all necessary appurtenances, related improvements and equipment, with such loans to be secured by the pledge of secured or unsecured debt obligations of the Borrower to enhance revitalization efforts, increase the level of diversification of the tax base, promote economic development and job opportunities, and enhance the City's efforts to create a vibrant and active residential and business community; and

WHEREAS, the South Bend Redevelopment Commission ("Commission") has established the River West Development Area ("Area") and the River West Development Allocation Area No. 1 ("Allocation Area") and adopted an economic development plan, as amended (collectively, as amended, "Plan") for the Area pursuant to a declaratory resolution, as amended to date, and as confirmed by a confirmatory resolution, as amended to date (collectively, "Area Resolution").

The Plan contained specific recommendations for economic development in the Area, and the Area Resolution established the Allocation Area in accordance with IC 36-7-14-39 for the purpose of capturing the TIF Revenues (as hereinafter defined).

The City, upon finding that the Local Public Improvements needed to serve the Development (hereinafter, collectively, "Project") and the proposed financing of the construction thereof will create additional employment opportunities in the City; will benefit the health, safety, morals, and general welfare of the citizens of the City and the State of Indiana; will enhance revitalization efforts; will increase the level and diversity of the tax base; will enhance efforts to

create a vibrant and active residential and business community; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing.

In order to induce the Borrower to complete the Project, the City intends to issue and fund the forgivable Taxable Economic Development Revenue Note, Series 2023 ("Series 2023 Note") in an amount not to exceed \$2,300,000 pursuant to the provisions of this Loan Agreement, and loan the proceeds of the Series 2023 Note, on a forgivable basis, to the Borrower to finance a portion of the cost of the Project in or physically connected to the Area.

This Loan Agreement provides for the payment of the Series 2023 Note by the Borrower and further provides for the Borrower's repayment obligation to be evidenced by the Series 2023 Note, substantially in the form attached hereto as Exhibit A.

Subject to the further provisions of this Loan Agreement, the loan will be payable solely out of the payments to be made by the Borrower (if any) on the Series 2023 Note.

In consideration of the premises, the forgivable loan, the acceptance of the Series 2023 Note by the City, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, the Borrower has executed and delivered this Loan Agreement.

This Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder (unless the 2023 Note is forgiven pursuant to Section 3.1 hereof) and shall keep, perform and observe all and singular the covenants and promises expressed in the Series 2023 Note, and this Loan Agreement to be kept, performed and observed by the Borrower, then the Series 2023 Note shall be forgiven by the holder of the Series 2023 Note.

The Borrower and the City hereby covenant and agree as follows:

## ARTICLE I.

### DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means, collectively, Indiana Code 36-7-11.9 and -12, and any successor provisions of the Indiana Code or successor codes.

"Affidavit of Completion" means a written certificate of the Borrower stating that the Project has been completed and is ready for use.

"Allocation Area" means the River West Development Area Allocation Area No. 1.

"Area" means the River West Development Area.

"Authorized Representative" means any officer of the Borrower or any other person certified by an officer of the Borrower to be the Borrower's Authorized Representative and with



respect to the City means the Executive Director of the Department of Community Investment or any other person certified by the Mayor.

"Authorizing Resolution" means Resolution No. 3580 adopted by the South Bend Redevelopment Commission on November 20, 2023, authorizing the use of TIF Revenues on hand or to be on hand to fund the Series 2023 Note.

"Bond Counsel" means a nationally recognized firm of municipal bond attorneys acceptable to the City and the Borrower.

"Borrower" means Delta Ventures Ltd., an Indiana Nonprofit Corporation duly organized and existing and authorized to do business under the laws of the State of Indiana, or any successors and/or assigns thereto permitted under Section 3.3 hereof and under common control with Monreaux LLC.

"Business Day" means any day other than a Saturday, Sunday or holiday, on which commercial banks in the City are open for conducting substantially all of their banking activities.

"City" means South Bend, Indiana, or any successor thereto or assign thereof.

"Commission" means the South Bend Economic Development Commission.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state, and, without limitation, may include legal counsel for either the City or the Borrower.

"Development" shall have the meaning set forth in the Project definition below.

"Development Agreement" means the agreement dated November 20, 2023 by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission and The Monreaux LLC, an Indiana Limited Liability Company, with offices at 1335 Pyle Avenue, South Bend, Indiana 46615, and Delta Ventures Ltd., an Indiana Nonprofit Corporation with offices at 1335 Pyle Avenue, South Bend, Indiana 46615.

"Guaranty Agreement" means the agreement of Monreaux LLC to guarantee the payment of the Series 2023 Note, to the extent the Series 2023 Note is not forgiven pursuant to the Loan Agreement.

"Loan" means the loan by the City to the Borrower.

"Mandatory Project Completion Date" means within thirty (30) months of the construction commencement date which construction commencement date shall commence within six (6) months of March 31, 2024 or such earlier or later closing date as may be agreed to in writing by the parties.

"Note" or "Notes" means the Series 2023 Note, and any other note executed by the Borrower in connection with the Series 2023 Note, and any notes issued in exchange therefor pursuant (and subject) to Section 3.7 hereof.

"Note Counsel" means Ice Miller LLP or another a nationally recognized firm of municipal bond attorneys acceptable to the City and the Borrower.

"Project" means the construction of site work and infrastructure improvements needed to serve the redevelopment and development of: (i) a four-story building containing at least sixty-five thousand (65,000) square feet which will include the incorporation of the historic masonry features preserved by the Commission; and (ii) a minimum of sixty (60) total apartment units of which no fewer than twenty-three (23) apartment units will be exclusively available for tenants at fifty percent (50%) or lower of the area median income ("AMI") and no fewer than an additional twenty-three (23) apartment units will be exclusively available for tenants at eighty percent (80%) or lower of AMI on certain real estate acquired by the Borrower with an overall investment of approximately \$13,700,000 ("Development"), on certain real estate acquired by the Borrower as set forth on Exhibit B attached hereto, together with all necessary appurtenances, related improvements and equipment, all in or physically connected to the Area.

"Project Costs" with respect to the Project shall mean any and all costs permitted by the Act including, but not limited to:

(i) the "Note Issuance Costs," namely the reasonable third-party costs, fees and expenses incurred or to be incurred by the City in connection with the Loan, the reasonable fees of disbursements of the City's municipal advisor, application fees and expenses, publication costs, the filing and recording fees in connection with any necessary filings or recordings or to perfect the lien thereof, the out-of-pocket costs of the City, the reasonable fees and disbursements of Counsel to the City, the reasonable fees and expenses of Note Counsel, the costs of preparing or printing the Series 2023 Note and the documentation supporting the Loan, the costs of reproducing documents and any other costs of a similar nature reasonably incurred;

(ii) design costs and other expenses directly related to the construction and equipping of the Project;

(iii) the cost of insurance of all kinds that may be required or necessary in connection with the construction or equipping of the Project;

(iv) all costs and expenses which Borrower shall be required to pay, under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Project; and

(v) any sums required to reimburse the Borrower for advances made subsequent to the date the Series 2023 Note is funded for any of the above items or for any other costs previously incurred and for work done by Borrower which are properly chargeable to the Project.

"Redevelopment Commission" means the South Bend Redevelopment Commission.

"Series 2023 Note" means the Series 2023 Note of the Borrower in the aggregate maturity amount of \$2,300,000 in substantially the form attached hereto as Exhibit A which will be issued

and delivered by the Borrower to the City to evidence the Loan in the respective amounts due by the Borrower and any Note issued in exchange for the Series 2023 Note pursuant to Section 3.7 hereof.

"State" means the State of Indiana.

"TIF Revenues" means property tax proceeds on hand or to be on hand in the allocation fund for the Allocation Area from the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(b)(1) as reduced by the credit provided for in IC 36-7-14-39.5 as such statutory provisions exist on the date of the issuance of the Series 2023 Note.

"Written Request" means a request in writing from an authorized representative of the party making the request.

Section 1.2. Rules of Interpretation. For all purposes of this Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This Loan Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) The terms defined elsewhere in this Loan Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Loan Agreement.

Exhibit A. Form of Series 2023 Note

Exhibit B. Description of Real Estate Acquired

(End of Article I)

## ARTICLE II.

### REPRESENTATIONS; LOAN OF TIF REVENUES

Section 2.1. Representations by City. The City represents and warrants that:

(a) The City is a municipal corporation duly organized and validly existing under the laws of the State. Under the provisions of the Act, the City has been authorized by action of its governing body to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder.

(b) The City agrees to make the Loan for the purpose of financing a portion of the construction of the Project for the benefit of the Borrower, to benefit the health, safety, morals and general welfare of the citizens of the City, increase economic well-being of the State, promote job opportunities and attract major new businesses.

Section 2.2. Representations by Borrower. Borrower represents and warrants that:

(a) The Borrower is an Indiana Nonprofit Corporation duly organized under the laws of the State of Indiana, validly exists and authorized to do business under the laws of the State of Indiana, is not in violation of any provision of its Articles of Incorporation, has not received notice and has no reasonable grounds to believe that it is in violation of any laws in any manner material to its ability to perform its obligations under this Loan Agreement and the Series 2023 Note, has the power to enter into and to perform its obligations under this Loan Agreement and the Series 2023 Note, and has duly authorized the execution and delivery of this Loan Agreement and the Series 2023 Note by appropriate corporate action.

(b) The Borrower anticipates creating up to approximately 8 full-time job opportunities. The Borrower and its affiliates shall cause a total investment of up to approximately \$13,700,000 in real and depreciable personal property (exclusive of land costs).

(c) All of the proceeds from the Series 2023 Note (including any income earned on the investment of such proceeds) provided to the Borrower will be used solely for Project Costs.

(d) The Borrower intends to develop, construct and operate or cause the Development to be developed, constructed and operated as an economic development facility under the Act until the expiration or earlier termination of this Loan Agreement as provided herein, unless the Borrower has sold or otherwise transferred the Development to a Surviving Corporation (as hereinafter defined) in accordance with Section 3.3 or assigned this Loan Agreement in accordance with Section 3.11 of this Loan Agreement.

(e) Neither the execution and delivery of this Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 2023 Note nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, will contravene the Borrower's Articles of Incorporation or any law or any governmental rule, regulation or order presently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation

or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(f) The execution, delivery and performance by the Borrower of this Loan Agreement and the Series 2023 Note do not require the consent or approval of the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(g) Assuming the due authorization, execution and delivery thereof by the other parties thereto, this Loan Agreement and the Series 2023 Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general.

(h) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this Loan Agreement or the Series 2023 Note.

(i) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Loan Agreement or the Series 2023 Note.

(j) Upon the Mandatory Project Completion Date, as evidenced by a written Certificate of Completion, to be delivered to the Controller, the Series 2023 Note will be forgiven.

Section 2.3. Series 2023 Note. Concurrently with the execution and delivery hereof, the City is authorizing the Loan to the Borrower and will fund the Loan upon execution of the Development Agreement. The Loan is being evidenced by the execution and delivery by the Borrower of the Series 2023 Note substantially in the form attached hereto as Exhibit A.

(End of Article II)

## ARTICLE III.

### PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Forgiveness of Payment of Loan. To the extent the applicable representation and condition in Section 2.2(j) is met, payment on the Series 2023 Note shall be forgiven immediately and the Series 2023 Note shall be considered paid and of no further force or effect. If the representation in Section 2.2(j) is not met, the Loan shall remain in effect and be payable upon the maturity date set forth in each Section 2023 Note.

Section 3.2. RESERVED.

Section 3.3. Continuing Existence and Qualification. The Borrower covenants that so long as any Series 2023 Note is outstanding, it: (a) will maintain in good standing its corporate existence and qualification to do business in the State; and (b) will not (1) dissolve or otherwise dispose of all or substantially all of its assets, and (2) consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided that the Borrower may, without violating its agreement contained in this Section, consolidate with or merge into another corporation or other entity, or permit one or more other corporations or other entities to consolidate with or merge into it, or sell or otherwise transfer to another corporation or entity all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee entity (such corporation being hereinafter called the "Surviving Corporation") (if other than the Borrower) expressly accepts, agrees and assumes in writing to pay and perform all of the obligations of the Borrower herein and be bound by all of the agreements of the Borrower contained in this Loan Agreement to the same extent as if the Surviving Corporation had originally executed this Loan Agreement, and the Surviving Corporation is an Indiana corporation or is a foreign corporation or partnership, trust or other person or entity organized under the laws of one of the states of the United States and is qualified to do business in the State of Indiana as a foreign corporation or partnership, trust or other person or entity.

Section 3.4. Assignment, Sale or Other Disposition of Project. Until the Loan is repaid (or deemed forgiven) in full, any sale, lease or other disposition of the Development or any portion thereof is subject to the conditions of Section 3.11 hereof.

Section 3.5. Indemnity. The Borrower will pay, protect, defend, indemnify and save the City, the Commission and the Redevelopment Commission harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to the Project, provided, that the liability of Borrower under this Section 3.5 shall be limited to the amount of the Loan actually received by Borrower as of the date of the alleged breach of the terms of this Loan Agreement. If any proceeding is instituted for which indemnity may be sought under this Section 3.5, the party that may seek such indemnity shall notify the Borrower and the City in writing in a timely manner to allow the Borrower to defend any action or claim in such proceeding.

Section 3.6. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal already paid

on such Note; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.7. Payment of Expenses of Loan. The Note Issuance Costs (as defined under "Project Costs" in Article I hereof) will be paid by the Borrower on the date the first series of the Loan is funded.

Section 3.8. Reserved.

Section 3.9. Other Amounts Payable by the Redevelopment Commission. The Redevelopment Commission covenants and agrees to pay the following:

(a) All reasonable out-of-pocket costs incurred by the City incident to the payment of the Series 2023 Note as the same become due and payable.

(b) An amount sufficient to reimburse the City and Commission for all expenses reasonably incurred by the City under this Loan Agreement and in connection with the performance of its obligations under this Loan Agreement.

(c) All reasonable expenses incurred in connection with the enforcement of any rights under this Loan Agreement by the City.

Section 3.10. Completion of Project. The Borrower agrees that it will use reasonable efforts to cause to be made, executed, acknowledged and delivered any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Project, to the extent permitted by law, by the Mandatory Project Completion Date.

If the moneys comprising the Loan should not be sufficient to pay in full the costs of the construction of the Project, the Borrower agrees, for the benefit of the City and to fulfill the purposes of the Act, to use commercially reasonable efforts to cause the completion of the construction of the Project and to pay or cause to be paid that portion of the costs therefor as may be in excess of the moneys available therefor. The City does not make any warranty, either express or implied, that the moneys will be available for payment of the costs of the construction of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Borrower shall not be entitled to any reimbursement therefor from the City, nor shall it be entitled to any diminution in or abatement or postponement of the amounts payable hereunder or under the Series 2023 Note.

Section 3.11. Sale, Substitution, or Lease of the Development; Assignment of Loan Agreement. The Borrower, subject to the written consent of the City (which consent shall not be unreasonably withheld), may sell, lease or transfer or otherwise dispose of the Project or any portion thereof only if the sale, lease or transfer or other disposition shall not relieve the Borrower from liability from all payments due under this Loan Agreement and the performance of all of the other obligations of this Loan Agreement, except as permitted by Section 3.4 hereof, unless the transferee accepts, agrees and assumes in writing to pay and perform all of the obligations of the Borrower herein and be bound by all of the agreements of the Borrower contained in this Loan Agreement to the same extent as if the transferee had originally executed this Loan Agreement.

(End of Article III)



## ARTICLE IV.

### EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 4.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) Failure of the Borrower to achieve and maintain the covenant set forth in Section 2.2(j) hereof; and

(ii) Failure of the Borrower to observe and perform any other covenant, condition or provision of this Agreement for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, given to the Borrower by the City, unless (i) the nature of the default is such that it cannot be remedied within the ninety (90) day period, (ii) the Borrower institutes corrective action within the ninety (90) day period and (iii) the Borrower diligently pursues such action until the default is remedied.

(b) Subject to the further provisions of this Article IV, during the occurrence and continuance of any event of default hereunder, the City or Borrower, as the case may be, shall have the rights and remedies hereinafter set forth in addition to any other remedies herein or by law provided:

(i) Acceleration. Solely if an event of default under Section 5.1(a)(i) of this Loan Agreement has occurred and is continuing, the City shall, by written notice to the Borrower, declare the principal of the Series 2023 Note due and payable, and upon any such declaration, the principal of the Series 2023 Note shall become and be immediately due and payable. The Borrower hereby acknowledges its obligation to repay upon default of Section 2.2(i) as set forth herein. This representation constitutes an agreement between the City and the Borrower that enhances or otherwise further secures the Series 2023 Note pursuant to IC 36-7-25-6 and shall be treated in the same manner as property taxes for real property owned by the Borrower or its affiliates, successors and assigns by merger or acquisition, for purposes of IC 6-1.1-22-13.

(ii) Right to Bring Suit, Etc. The City, with or without entry, personally or by attorney, may proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Series 2021 Note or this Loan Agreement, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the City shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all reasonable costs incurred by the City under this Article shall be paid to the City by the Borrower on demand.

In the event of default by the City, the Borrower may proceed to protect and enforce its rights by a suit for the specific performance or any covenant or agreement contained in this Loan Agreement.

(iii) Waiver of Events of Default. If after any event of default occurs and prior to the City or Borrower exercising any of the remedies provided in this Loan Agreement, the Borrower or City, as the case may be, will have completely cured such default or the City or Borrower has waived such default, then in every case such default will be waived, rescinded and annulled by the City or Borrower by written notice given to the Borrower or City. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

Section 4.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the City or Borrower is intended to be exclusive of any other remedy or remedies provided herein. The remedies set forth in this Section are the sole and exclusive remedies of the City against Borrower under this Loan Agreement.

Section 4.3. Delay or Omission Not a Waiver. No delay or omission of the City or Borrower to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or an acquiescence therein.

Section 4.4. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, neither the Borrower nor the City will during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Loan Agreement; and the Borrower and City hereby expressly waive all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted to the City or Borrower, respectively, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 4.5. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.

Section 4.6. Rights of the City. If there shall be pending proceedings for the bankruptcy or for the reorganization of the Borrower under the United States Bankruptcy Code or any other applicable law, or in case a receiver, trustee, or custodian shall have been appointed for the property of the Borrower, or in the case of any other similar judicial proceedings relative to the Borrower, or to the creditors or property of the Borrower, the City shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to the Loan Agreement and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the City allowed in such judicial proceedings relative to the Borrower, its creditors, or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of its charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby

authorized to make such payments to the City, and to pay to the City any amount due it for compensation and expenses, including reasonable counsel fees and expenses incurred by it to the date of such distribution.

Section 4.7. Waiver of Events of Default. If after any event of default shall have occurred under this Loan Agreement and prior to the City or Borrower exercising any of the remedies provided in this Article, the Borrower or City, as the case may be, shall have completely cured such default, such default may be waived at the discretion of the City or Borrower and, if so waived, shall be rescinded and annulled by the City or Borrower by written notice given to the Borrower or City, respectively.

Section 4.8. Limitation of Liability. The City agrees and acknowledges that Borrower's representations, warranties, covenants, agreements and performance obligations under this Loan Agreement are limited to and apply exclusively to the operations of Borrower at the Project site and any determination as to whether Borrower is in default of this Loan Agreement will be limited to Borrower's operations at the Project site.

Section 4.9. Force Majeure. A party will not be deemed to be in default or otherwise in violation of any term of this Loan Agreement to the extent such party's action, inaction or omission is the result of Force Majeure Event (as defined below). The City and Borrower agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Loan Agreement. A force majeure event pauses a party's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its affiliates and prevents a party from performing its obligations under this Loan Agreement, including without limitation, any act of God; pandemic; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Project or over a party's operations.

(End of Article IV)

ARTICLE V.

IMMUNITY

Section 5.1. Immunity. No covenant or agreement contained in this Loan Agreement shall be deemed to be a covenant or agreement of any member of the City, the Commission or the Redevelopment Commission or of any officer or employee of the City, the Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the City, the Commission, the Redevelopment Commission nor any officer or employee of the City executing the Loan Agreement shall be liable personally on the Loan or be subject to any personal liability or accountability by reason of the Loan.

(End of Article V)

ARTICLE VI.

SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

Section 6.1. Supplements and Amendments to this Loan Agreement. The Borrower and the City may from time to time enter into such supplements and amendments to this Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VI)

ARTICLE VII.

DEFEASANCE

Section 7.1. Defeasance. If the Loan is funded and repayment of the Series 2023 Note is forgiven pursuant to the terms of this Loan Agreement, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the City therein shall thereupon cease, terminate and become void; and this Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the City in such case on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money, then held by the City together with the Series 2023 Note marked paid or cancelled.

(End of Article VII)

## ARTICLE VIII.

### MISCELLANEOUS PROVISIONS

Section 8.1. Termination by Borrower. Borrower has the right to terminate this Loan Agreement for any reason or no reason by delivering notice to the City at least 5 business days prior to the desired termination date.

Section 8.2. Dispute Resolution. The Borrower and the City ("Parties") shall use their best efforts to resolve quickly and informally any disputes that could impede performance of the Parties' obligations under this Loan Agreement. If the Parties are not able to resolve a dispute through such informal efforts, the dispute shall be resolved by mediation in accordance with the Indiana Rules of Dispute Resolution. Such mediation shall be a condition precedent to a Party commencing litigation against the other Party. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, without giving effect to its conflict of law rules. Any litigation commenced by a Party related to or arising out of this Agreement must be filed in the state courts of St. Joseph County, Indiana. The Parties further consent to the personal jurisdiction by said courts over it and hereby expressly waive, in the case of any such action, any defenses thereto based on jurisdictions, venue or forum non conveniens.

Section 8.3. Confidentiality. Borrower acknowledges that portions of this Loan Agreement and the materials, communications, data and information related to this Loan Agreement may constitute public records subject to disclosure under the State's public records laws and agrees that the City may disclose such portions of this Loan Agreement and the materials, communications, data and information related to this Loan Agreement as required by law, provided that the City gives Borrower prior written notice sufficient (in no event less than 7 calendar days) to allow Borrower to review any request for public record and make a recommendation to the City concerning its response to any request for public records related to this Loan Agreement.

Section 8.4. Information Security. The City agrees to use reasonable physical and technical measures to maintain the security of all electronic and tangible records relating to this Loan Agreement.

Section 8.5. Loan Agreement for Benefit of Parties Hereto. Nothing in this Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns and the holder of the Series 2023 Note, any right, remedy or claim under or by reason of this Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns and the holder of the Series 2023 Note.

Section 8.6. Severability. If any one or more of the provisions contained in this Loan Agreement or in the Series 2023 Note shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein, shall not in any way be affected or impaired thereby.

Section 8.7. Limitation on Interest. No provisions of this Loan Agreement or of the Series 2023 Note shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Series 2023 Note provided for, or shall be adjudicated to be so provided for herein or in the Series 2023 Note, neither the Borrower nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this Loan Agreement and the Note inconsistent with this provision.

Section 8.8. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The City and the Borrower may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, demands certificates and communications to each of them shall be addressed as follows:

To the City: City of South Bend, Indiana  
227 W. Jefferson Blvd, Suite 1400  
South Bend, IN 46601  
Attention: Executive Director of Community Investment

With a copy to: City of South Bend, Indiana  
1200S County-City Building  
227 W. Jefferson Blvd  
South Bend, IN 46601  
Attention: South Bend Legal Department

To the Redevelopment Commission: South Bend Redevelopment Commission  
1400S County-City Building  
227 W. Jefferson Blvd, Suite 1400  
South Bend, IN 46601  
Attention: Executive Director  
South Bend Dept. of Community Investment

To the Borrower: Delta Ventures Ltd.  
1335 Pyle Avenue  
South Bend, IN 46615  
Attention: Sophia Porter

With copy to: The Monreaux LLC  
1335 Pyle Avenue  
South Bend, IN 46615  
Attn: Devereaux Peters



Mr. Gareth Kuhl  
429 N. Pennsylvania Street, Suite 210  
Indianapolis, IN 46204

Section 8.9. Successors and Assigns. Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the City, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

Section 8.10. Counterparts. This Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 8.11. Governing Law. It is the intention of the parties hereto that this Loan Agreement and the rights and obligations of the parties hereunder and the Series 2023 Note and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State.

Section 8.12. Third-Party Beneficiary. The parties hereto acknowledge and agree that the terms of this Loan Agreement may be enforced by the Redevelopment Commission. The Redevelopment Commission shall be deemed to be a third-party beneficiary of this Loan Agreement. Except as provided in the foregoing sentence and as specifically set forth herein, nothing in this Loan Agreement is intended to confer any rights or remedies under or by reason of this Loan Agreement on any person or entity other than the parties hereto and their successors and permitted assigns.

(End of Article VIII)

IN WITNESS WHEREOF, the City has caused this Loan Agreement to be executed in its name by its authorized officers and has caused its corporate seal to be hereunto affixed, and the Borrower has caused this Loan Agreement to be executed in their names, all as of the date first above written.

DELTA VENTURES LTD.,  
an Indiana nonprofit corporation

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

Printed: Sophia Porter

Title: Director

THE MONREAUX LLC  
an Indiana limited liability company

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

Printed: Devereaux Peters

Title: Managing Member

CITY OF SOUTH BEND, INDIANA

By: \_\_\_\_\_  
James Mueller, Mayor

By: \_\_\_\_\_  
Kyle Willis, City Controller

ATTEST:

By: \_\_\_\_\_  
Dawn Jones, City Clerk

ACKNOWLEDGED BY THE SOUTH BEND  
REDEVELOPMENT COMMISSION, as Third-  
Party Beneficiary

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

Attest:

By: \_\_\_\_\_  
Vivian Sallie, Secretary

This instrument prepared by Lisa A. Lee, Ice Miller LLP, One American Square, Suite 2900,  
Indianapolis, Indiana 46282.

EXHIBIT A

FORM OF DELTA VENTURES LTD.  
TAXABLE ECONOMIC DEVELOPMENT REVENUE NOTE  
SERIES 2023 NOTE

Issue Date: December \_\_\_\_, 2023  
Original Principal: \$2,300,000  
Maturity Date: \_\_\_\_\_, 203\_\_  
Interest Rate: \_\_\_\_%

FOR VALUE RECEIVED, the undersigned, Delta Ventures Ltd. ("Borrower"), a nonprofit corporation incorporated and existing under the laws of the State of Indiana and authorized to do business under the laws of the State of Indiana, hereby promises to pay to the order of the City of South Bend, Indiana ("City"), in immediately available funds, the interest and principal due under the Loan Agreement, dated as of December 1, 2023, between the City and Borrower ("Loan Agreement"), upon maturity, to the extent all or a portion of the principal and interest payable under this Series 2023 Note is not forgiven pursuant to the Loan Agreement, at such place as the City may direct, in immediately available funds based upon the outstanding principal amount drawn on this Note, which shall not to exceed \$2,300,000. Pursuant to the Guaranty Agreement, Monreaux LLC promises to pay the interest and principal due under the Loan Agreement, upon maturity, to the extent all or a portion of the principal and interest payable under this Series 2023 Note is not forgiven pursuant to the Loan Agreement

In certain events and in the manner set forth in the Loan Agreement, payments due under this Series 2023 Note are entitled to forgiveness.

This Series 2023 Note is issued pursuant to the Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The Borrower's obligations under this Series 2023 Note are subject in all respects to the further provisions of the Loan Agreement.

This Note is the Note referred to in the Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof, including those respecting prepayments.

In any case where the date of payment hereunder shall not be on a Business Day (as defined in the Loan Agreement), then such payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the Loan Agreement shall have the meanings assigned to them in the Loan Agreement.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officers or representatives.

Dated the Issue Date set forth above.

DELTA VENTURES LTD., an Indiana nonprofit corporation

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT B

Description of Real Estate Acquired

**Tax ID No.** 018-3017-0628

**Parcel Key No.** 71-08-12-306-010.000-026

**Legal Description:** 132 Ft E End Lot 19 Martins Add

**Commonly known as:** 505 S. Michigan Street, South Bend, Indiana 46601

**Tax ID No.** 018-3017-0629

**Parcel Key No.** 71-08-12-306-011.000-026

**Legal Description:** N 44' Lot 20 Martins Add

**Commonly known as:** 507 S. Michigan Street, South Bend, Indiana 46601

**Tax ID No.** 018-3017-0631

**Parcel Key No.** 71-08-12-306-012.000-026

**Legal Description:** S 1-3 Lot 20 Martins Add

**Commonly known as:** 511 S. Michigan Street, South Bend, Indiana 46601

**Tax ID No.** 018-3017-0632

**Parcel Key No.** 71-08-12-306-013.000-026

**Legal Description:** Lot 21 & N 1/2 Vac Alley S & Adj Martins Add

**Commonly known as:** 513 S. Michigan Street, South Bend, Indiana 46601



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: 12/11/202  
FROM: Joseph Molnar  
SUBJECT: Fourth Amendment Real America

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

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

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

APPROVED  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

PURPOSE OF REQUEST: Extension of Closing Date

Specifics: In 2021, Real America and the RDC approved an agreement to sell RDC owned real estate for the construction of affordable apartment units. The agreement gave Real America two years to receive Indiana State Tax Credits for the project. The second round of tax credits were initially scheduled to be awarded in November of 2022. However, due to the rise in interest rates, the State desired that applicants resubmit their projects with updated financial considerations in January 2023. Real America was awarded tax credits for the project in late January 2023. Due to the extended nature of the tax credit process and the currently difficult construction bidding market, the closing date deadline of December 31, 2023, may not be met by Real America.

This amendment extends the closing date deadline until February 29, 2024, and ensures the project moving forward.

Staff requests approval.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;

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

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

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

Building Imp Amt \_\_\_\_\_; Sewers Amt \_\_\_\_\_; Other (specify) Amt: \_\_\_\_\_

\_\_\_\_\_. Going to BPW for Contracting? Y/N

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

**FOURTH AMENDMENT TO  
REAL ESTATE PURCHASE AGREEMENT**

This FOURTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into to be effective as of the December 14th, 2023, by and between South Bend Redevelopment Commission (“**Seller**”), as Seller, and RealAmerica Development, LLC, an Indiana limited liability company (“**Purchaser**”), as Purchaser.

**RECITALS**

A. Seller and Purchaser entered into that certain Real Estate Purchase Agreement, dated effective as of July 22, 2021, as amended by the First Amendment to Real Estate Purchase Agreement, dated effective as of May 26, 2022, as further amended by the Second Amendment to the Real Estate Purchase Agreement, dated effective as of November 21, 2022, and as further amended by the Third Amendment to the Real Estate Purchase Agreement, dated effective as of May 25, 2023 (the “**Agreement**”), for the purchase and sale of certain real property located in the in St. Joseph County, City of South Bend, State of Indiana as more particularly described in Exhibit A of the Agreement (the “**Real Estate**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

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

**AGREEMENT**

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

1. **Recitals.** The recitals set forth above, including each and every recital contained therein, are incorporated into and made a part of this Amendment as though fully set forth herein.
2. **Amendments.** The Agreement is hereby amended as follows:
  - a) **Closing.** The last full sentence of Paragraph 7 (a) of the Agreement shall be amended and replaced with the following:

“The "Closing Date" shall be February 29, 2024, or such earlier or later date as may be agreed to in writing by Seller and Buyer.”
3. **Entire Agreement; Conflict.** Except as otherwise stated herein, all other terms, conditions and agreements contained in the Agreement remain unmodified and in full force and effect. To the extent a conflict exists between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.




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

**[Signature Page Follows.]**

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

“PURCHASER”:

RealAmerica Development, LLC

By:  \_\_\_\_\_  
Ronda Shrewsbury, President

“SELLER”:

South Bend Redevelopment Commission

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

Attest: \_\_\_\_\_  
Vivian Sallie, Secretary



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 12/11/2023  
FROM: Joseph Molnar  
SUBJECT: 2nd Amendment 2401 W Western

\_\_\_\_\_ 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: Second Amendment to 2401 W Western Purchase Agreement

Specifics: In July 2021, the RDC approved a purchase agreement with Panaderia Y Supermercado for the sale of 2401 W Western with the following terms: building a grocery store of at least 10,000 square feet, building at least two additional tenant spaces, commencing construction within 12 months, completing construction within 36 months, employing at least 25 employees, and using design elements consistent with the City’s 2014 West Side Main Streets Plan.

The developer has consistently worked with the City over the past two years to refine the design for the grocery store and tenant spaces as well as being upfront with difficulties on securing a construction partner. Staff is requesting an amendment to the agreement to change the commencement of construction to be within 32 months of the Closing Date and complete construction within 44 months of the Closing Date. No other changes to the agreement are requested. Staff requests approvals of the Second Amendment.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;

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

## **SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT**

This Second Amendment to Real Estate Purchase Agreement (“Second Amendment”) is made effective as of December 14, 2023 (the “Effective Date”), by the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Seller”) and Panaderia y Supermercado San Miguel, Inc., an Indiana corporation with its registered office at 2712 W. Western Ave., South Bend, IN 46619 (“Buyer” and collectively with the Seller, the “Parties”). Each of the Parties may be referred to in this Amendment as a “Party.”

### **Recitals**

- A. The Parties entered into a Real Estate Purchase Agreement, dated July 8, 2021, as amended by a First Amendment to Real Estate Purchase Agreement, dated July 28, 2022 (collectively, the “REPA”), in which the Seller agreed to sell and the Buyer agreed to purchase and develop certain real property located at 2401 W. Western Ave., South Bend, Indiana (the “Property”).
- B. The Parties desire to modify certain portions of the REPA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this Second Amendment and the REPA and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. Section 11.B.i of the REPA shall be deleted in its entirety and replaced with the following:
  - (i) Commence construction of the project within 32 months of the Closing Date;
- 2. Section 11.B.ii of the REPA shall be deleted in its entirety and replaced with the following:
  - (ii) Complete construction of the project within 44 months of the Closing Date;
- 3. Unless expressly modified by this Second Amendment, the terms and provisions of the REPA remain in full force and effect.
- 4. Capitalized terms used in this Second Amendment will have the meanings set forth in the REPA unless otherwise stated herein.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date set forth after their signatures.

BUYER:

Panaderia Y Supermercado San Miguel, Inc.,  
an Indiana corporation

By: ERIKA RODRIGUEZ

Printed: ERIKA RODRIGUEZ

Its: TREASURER

Dated: 12/14/2023

SELLER:

South Bend Redevelopment Commission

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

ATTEST:

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

Date: December 14, 2023

**RESOLUTION NO. 3582**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPROVING A SCHEDULE OF  
REGULAR MEETING TIMES FOR CALENDAR YEAR 2024**

WHEREAS, pursuant to Ind. Code § 36-7-14, the South Bend Redevelopment Commission (“Commission”) is the governing body of the City of South Bend Department of Redevelopment; and

WHEREAS, pursuant to Ind. Code § 36-7-14-8(g), the Commissioners may adopt the rules and bylaws it considers necessary for the proper conduct of Commission proceedings and the carrying out of Commission duties; and

WHEREAS, Article IV, Section 1 of the *Second Amended and Restated By-Laws of the South Bend Redevelopment Commission* effective July 9, 2020, provides that the Commission shall adopt a schedule of regular meetings each for each calendar year; and

WHEREAS, the Commission desires to approve and adopt a schedule of regular meeting dates and times for calendar year 2024; and

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

1. The Commission approves and adopts as its regular meeting schedule for calendar year 2024 the meeting dates and times stated in the schedule attached hereto as **Exhibit A**.
2. Unless otherwise announced, regular meetings shall be held without further notice at 9:30 a.m., local time, at the Board of Public Works Meeting Room, 1308 County-City Building, 227 West Jefferson Street, South Bend, Indiana 46601 and/or virtually via <https://tinyurl.com/RedevelopmentCommission>.
3. This Resolution shall be in full force and effect after its adoption by the South Bend Redevelopment Commission.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on December 14, 2023.

SOUTH BEND REDEVELOPMENT COMMISSION

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

ATTEST:

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

## 2024 Meeting Schedule

The Redevelopment Commission will hold its regular meetings the  
2<sup>nd</sup> and 4<sup>th</sup> Thursdays at 9:30 a.m. in the  
Board of Public Works Conference Room or via  
<https://tinyurl.com/RedevelopmentCommission>

January 11	9:30 a.m.	
January 25	9:30 a.m.	
February 8	9:30 a.m.	
February 22	9:30 a.m.	
March 14	9:30 a.m.	
March 28	9:30 a.m.	
April 11	9:30 a.m.	
April 25	9:30 a.m.	
May 9	9:30 a.m.	
May 23	9:30 a.m.	
June 13	9:30 a.m.	
June 27	9:30 a.m.	
July 11	9:30 a.m.	
July 25	9:30 a.m.	
August 8	9:30 a.m.	
August 22	9:30 a.m.	
September 12	9:30 a.m.	
September 26	9:30 a.m.	
October 10	9:30 a.m.	
October 24	9:30 a.m.	
November 14	9:30 a.m.	
November 25	9:30 a.m.	**Note this is the Monday prior to Thanksgiving
December 12	9:30 a.m.	
December 23	9:30 a.m.	**Note this is the Monday prior to Christmas

**FOR HEARING AND SIGHT IMPAIRED PERSONS**  
Auxiliary aid or other services are available upon request at no charge.  
Please give reasonable advance request when possible.



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: 12/11/202  
FROM: Joseph Molnar  
SUBJECT: Authorizing Staff to Administrative Acts

\_\_\_\_\_ 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: Authorizing Staff to Conduct Certain Administrative Acts Relating to Property

Specifics: This resolution updates the staff individuals who can act on the RDC’s behalf in regards to administrative acts but not limited to, the approval of plats, the release of obsolete financing documents, the submission of forms to other various entities, and the execution of documents related to the ownership, maintenance, and disposition of property.

Staff requests approval.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;

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

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

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

Building Imp Amt \_\_\_\_\_; Sewers Amt \_\_\_\_\_; Other (specify) Amt: \_\_\_\_\_

\_\_\_\_\_. Going to BPW for Contracting? Y/N

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

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT



**RESOLUTION NO. 3583**

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
APPOINTING AUTHORIZED REPRESENTATIVES TO CONDUCT CERTAIN  
ADMINISTRATIVE ACTS RELATING TO REDEVELOPMENT PROPERTY**

WHEREAS, the South Bend Redevelopment Commission (the “Commission”) is the governing body of the City of South Bend Department of Redevelopment established under the Redevelopment of Cities and Towns Act of 1953, as amended, being I.C. 36-7-14-1 *et seq.* (the “Act”); and

WHEREAS, I.C. 36-7-14-12.2 provides that the Commission may acquire, hold, use, sell, exchange, lease, rent, or otherwise dispose of property for the purposes set forth and described in I.C. 36-7-14; and

WHEREAS, the Commissioners have the authority under I.C. 36-7-14-8(g) to adopt such rules and bylaws as they consider necessary for the proper conduct of their proceedings and the carrying out of their duties and the safeguarding of money and property placed in their custody; and

WHEREAS, the Commission owns, manages, leases, and sells property within the boundaries of the City of South Bend (the “City”); and

WHEREAS, as a result of such owning, managing, leasing, and selling of property, City staff members receive frequent requests to perform administrative functions on behalf of the Commission, including but not limited to, the approval of plats, the release of obsolete financing documents, the submission of forms to other various entities, and the execution of documents related to the ownership, maintenance, and disposition of property; and

WHEREAS, the City’s staff members are familiar with the property owned by the Commission; and

WHEREAS, the Commission desires to expressly authorize certain members of the City’s staff to take such administrative acts and to execute such administrative documents as necessary to provide for the proper maintenance and management of its property interests.

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

1. The following staff members of the City are authorized to perform, on behalf of the Commission, all administrative acts related to the Commission’s owning, managing, leasing, and selling of property, including, but not limited to, acts relating to the disposition of property, the closing of a property transaction, a re-platting process, a tax appeal process, the release of obsolete financing documents, a petition or application regarding land use before an administrative body, or any

other review process, whether such process was initiated by the Commission or another entity:

- a. Caleb Bauer;
- b. Sarah Schaefer;
- c. Joseph Molnar; and
- d. Erik Glavich.

Such authority shall include the authority to execute documents on behalf of the Commission that relate to the completion of such administrative acts, provided, however, that staff members are not authorized to execute any deed of conveyance on behalf of the Commission. For purposes of this Resolution, an administrative act is one in which the authorized staff member determines, upon the advice of legal counsel, that said act occurs within the normal course of owning, managing, leasing, or selling property and does not adversely impact an interest of the Commission in light of the Commission’s overall purpose and goals as set forth under the Act.

- 2. This Resolution supersedes Resolution No. 3554, and the authority granted under this Resolution continues until further action of the Commission.
- 3. This Resolution shall be in full force and effect after its adoption.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on December 14, 2023.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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

ATTEST:

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



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 12/11/202  
FROM: Joseph Molnar  
SUBJECT: Authorizing Staff Initiate Contract Services

\_\_\_\_\_ 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 OF THE SOUTH BEND REDEVELOPMENT COMMISSION SETTING PROCEDURES FOR CONTRACTS FOR PROPERTY RELATED SERVICES

Specifics: This resolution updates the staff individuals who can act on the RDC’s behalf initiate contracts for services on behalf of the RDC. These contracts must be related to property the Commission owns, is interested in acquiring, or intends to sell, use, exchange, lease or otherwise dispose. Each contract must be approved the Executive Director. These contracts include Title Searches, Appraisals, Land Surveys/Replats/Subdivisions, and Environmental Assessments. All Contracts initiated by Staff must be presented to the Commission as part of the Commission's regular claims approval process or separately for ratification by the Commission.

Staff requests approval.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_;

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

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

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

Building Imp Amt \_\_\_\_\_; Sewers Amt \_\_\_\_\_; Other (specify) Amt: \_\_\_\_\_

\_\_\_\_\_ Going to BPW for Contracting? Y/N

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

**RESOLUTION NO. 3584**

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION SETTING PROCEDURES FOR CONTRACTS FOR PROPERTY RELATED SERVICES**

WHEREAS, LC. 36-7-14-12.2 provides that the South Bend Redevelopment Commission (the "Commission") may acquire, hold, use, sell, exchange, lease, rent or otherwise dispose of property for the purposes set forth and described in I.C. 36-7-14 (the "Act"); and

WHEREAS, the Commissioners have the authority under I.C. 36-7-14-5(g) to adopt such rules and bylaws as they consider necessary for the proper conduct of their proceedings and the carrying out of their duties and the safeguarding of money and property placed in their custody; and

WHEREAS, the Commission enters into contracts, from time to time, with title companies, appraisers, surveyors, and environmental contractors so as to better understand the status of title and the condition of real estate in which the Commission has a current or prospective interest; and

WHEREAS, the Commission wishes to delegate to certain staff members of the City of South Bend (the "City") the authority to initiate certain contracts with title companies, appraisers, surveyors, and environmental contractors subject to the limitations stated in this Resolution.

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

- I. The following staff members or their successors ("Staff") are authorized to initiate contracts for services (the "Contracts") on behalf of the Commission:
  - a. Caleb Bauer;
  - b. Sarah Schaefer;
  - c. Joseph Molnar; and
  - d. Erik Glavich
- II. All Contracts initiated by Staff must be related to property the Commission owns, is interested in acquiring, or intends to sell, use, exchange, lease or otherwise dispose in furtherance of its purposes under the Act. The Contracts shall be strictly limited to the services identified in paragraph 5 of this Resolution.
- III. Each Contract must be approved by the Executive Director or any properly appointed Acting Executive Director of the City's Department of Community Investment (the "Director").
- IV. Each Contract shall be entered into with a service provider duly licensed and/or authorized to do business in the State of Indiana.
- V. Staff's authority to initiate the Contracts is limited to the following maximum amount for each respective service:

Title Searches and Policies:	\$1,000.00 per parcel
Appraisals (Commercial/Industrial):	\$7,500.00 per appraisal
Appraisals (Residential):	\$4,000.00 per appraisal
Land Surveys/Replats/Subdivisions:	\$10,000.00 per survey/replat/subdivision
Environmental Assessments:	\$10,000.00 per assessment

- VI. All Contracts initiated by Staff must be presented to the Commission as part of the Commission's regular claims approval process or separately for ratification by the Commission.
- VII. The authority granted under this Resolution shall continue until superseded or rescinded by a separate written resolution of the Commission.
- VIII. This Resolution shall be in full force and effect after its adoption.

ADOPTED at a meeting of the Commission held on December 14, 2023, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

**MORTGAGE RELEASE**

THIS CERTIFIES that a Mortgage (the "Mortgage") by Dorris A. Lewis as Mortgagor and in favor of City of South Bend for the use and benefit of its Department of Redevelopment (the "Holder") as Mortgagee, dated June 29, 2005 and recorded July 26, 2005 as **Instrument No. 0533188** in the Office of the Recorder of St. Joseph County, Indiana, together with any amendments, renewals, extensions, or modifications thereto, has been fully satisfied and such Mortgage is hereby FULLY RELEASED.

The South Bend Redevelopment Commission is the governing body of the City of South Bend Department of Redevelopment. The undersigned President and Secretary of the South Bend Redevelopment Commission executing this Mortgage Release on behalf of the Holder certify that they have full power and authority to execute and deliver this Mortgage Release and that all necessary action for making this Mortgage Release has been taken.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**SOUTH BEND REDEVELOPMENT COMMISSION**

By: \_\_\_\_\_  
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 their voluntary execution of the foregoing Mortgage Release being authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_, Notary Public  
Residing in \_\_\_\_\_, Indiana  
Commission Expires: \_\_\_\_\_

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Thomas E. Panowicz. This instrument was prepared by Thomas E. Panowicz, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.