



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, June 27, 2024 – 9:30 a.m.

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

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### 1. Roll Call

### 2. Approval of Minutes

- A. Minutes of the Regular Meeting of 4.25.24

### 3. Approval of Claims

- A. Claims Allowance 6.11.24
- B. Claims Allowance 6.18.24

### 4. Old Business

- A. River Glen Bid Opening

### 5. New Business

#### A. Southside Development Area

- 1. Resolution No.#3602 (466 Works)
- 2. Development Agreement (466 Works)

#### B. River West Development Area

- 1. Resolution No.# 3603 (Affordable HomeMatters Indiana/Intend Indiana)
- 2. Development Agreement (Affordable HomeMatters Indiana/Intend Indiana)
- 3. Second Amendment to License Agreement (Hibberd Parking Lot)
- 4. Budget Request (Portage Prairie Water Main Extension Design)
- 5. Budget Request (Lincolnway East and Miami Intersection Design)
- 6. Request for Proposals (410 West Wayne St.)
- 7. Request for Proposals (River Glen)

#### C. River East Development Area

- 1. Budget Request (Potawatomi Park Phase 1 Design)

**6. Progress Reports**

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

**7. Next Commission Meeting: Thursday, July 11, 2024, 9:30 am**



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

**SOUTH BEND REDEVELOPMENT COMMISSION  
 SCHEDULED REGULAR MEETING**

April 25, 2024 – 9:30 am

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

Presiding: Marcia Jones, President

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

**1. ROLL CALL**

Members Present:	Marcia Jones, President – IP Troy Warner, Vice-President - IP Vivian Sallie, Secretary – IP David Relos, Commissioner – IP Leslie Wesley, Commissioner - IP	IP = In Person V = Virtual
Members Absent:	Eli Wax, Commissioner	
Legal Counsel:	Sandra Kennedy, Esq. Danielle Campbell, Asst. City Attorney	
Redevelopment Staff:	Mary Sears, Board Secretary - Absent Joseph Molnar, Property Manager	
Others Present:	Caleb Bauer Erik Glavich Rosa Tomas Tim Corcoran Charlotte Brach Zach Hurst Gemma Stanton Leslie Biek Matt Barrett KM Mark Weber	DCI DCI DCI DCI DCI Engineering Engineering Engineering Resident Resident YMCA

## 2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, April 11, 2024**

Upon a motion by Vice-President Warner, seconded by Commissioner Relos, the motion carried, with Vivian Sallie abstaining, and the Commission approved the minutes of the regular meeting of Thursday, April 11, 2024.

## 3. Approval of Claims

### A. Claims Allowance 4.9.24

Upon a motion by Commissioner Relos, seconded by Vice-President Warner, the motion carried unanimously, and the Commission approved the claims allowances of April 9, 2024.

### B. Claims Allowance 4.23.24

Upon a motion by Commissioner Relos, seconded by Vice-President Warner, the motion carried unanimously, and the Commission approved the claims allowances of April 23, 2024.

## 4. Old Business

President Jones noted there was no old business.

## 5. New Business

### A. River West Development Area

#### 1. Lease Agreement (YMCA Leighton Plaza)

Joseph Molnar Presented a Donation Agreement (YMCA Northside Site). The RDC approved a buyout of former ground lease associated with Leighton Healthplex Building where this new gym for YMCA would be located. At that time, RDC established a new lease with Beacon for the space. Beacon later alerted RDC staff that they would be vacating the health and fitness portion, which are floors 3-5 currently of that building, pretty quickly after the lease went into effect. Also, concurrently with that, the YMCA and the City had been in discussions over expanding the Y's presence in South Bend beyond the O'Brien Center. Mr. Molar reported the City has a good partnership with the Y there and the Y has been looking to have a larger presence in South Bend. So, after hearing from Beacon and learning about their plans to vacate the space, the City began negotiations with the Y on leasing that current space on floors 3-5. Just for reference, this is the building in question and the current lease would allow the Y to occupy floors 3, 4 and 5 as well as 2,000 sq foot of the second floor for a proposed child watch section that that is currently not provided onsite.

Mr. Molar explained there are two primary agreements for consideration. The first is a donation agreement. The YMCA would be donating the former Northside Y



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property to the Redevelopment Commission and then RDC staff believe this would be a prime property for redevelopment. The assessed value of the eight parcels in total is \$718,500 and it's approximately 7.3 acres.

The lease agreement extends through December 31, 2032, and that is rent free, however the Y does agree to pay 1/3 of the utilities in the building through that portion through 2032, so while it is officially rent free they would be helping to contribute to the utilities and they would pay annually to the City 1/3 of the utilities that were accumulated in the building. They would also occupy a portion of the second floor for the child watch program where they would watch parents' children while they were allowed to go work out. The City staff would operate under the current MOU with the YMCA for O'Brien which allows for discounted membership for City employees. The YMCA would receive fifteen to twenty-five spaces in the garage for employee parking to make sure that their employees can get there on time. Mr. Molar stated City staff is excited about this because it keeps a quality downtown fitness option open. We know that's very important to the quality of life, not just people who live downtown, but also to people who work downtown, and the surrounding neighborhoods having a good fitness option downtown is very important.

Mr. Molar explained some transition items. Beacon will currently occupy the space until May 31, 2024, which is when they notified the City that they would be ending their lease. Current Beacon members who wish to maintain access to the facility will receive invitations to join the YMCA. The YMCA aims for operations to begin in June 2024. Mr. Molar noted members from the YMCA are here to speak as well.

Mark Weber, CEO of the YMCA of Greater Michiana began to present thanking the Commission for having him to present. Mr. Weber also thanked Caleb, Joe and this committee for considering this. Mr. Weber said he thought Caleb and him met about a year and a half ago when the Y realized it needed to shut down the old Northside facility due to age and condition. Mr. Weber explained the Y started a partnership with the City through Aaron Perri and the VPA and were operating out of the O'Brien Center. Mr. Weber said that was a good transitional period but the YMCA knew it needed to grow. In its initial conversations with Caleb the YMCA was really talking about what do we do with this property because the Y board made it very clear it needed to take care of the Y but it also need to take care of community, so that's where the discussions came. From the Y's perspective, Mr. Weber explained having a facility downtown is very critically strategic for the YMCA. Mr. Weber explained it is a community association, and not just a membership-faced organization, and to be in the heart of the community really allows it to expand its impact. Mr. Weber stated working with VPA has been wonderful because now YMCA has access to programming in the various parks and facilities run by the City, which gives YMCA another occasion to feed out into the community. A lot of our work is done in buildings, but probably more is being done in the community with youth programs, out of school activities, health and fitness, and sports activities with the kids so this really opens the doors for the YMCA. Mr. Weber stated what's really interesting is the YMCA has been in the community for 142 years. In 1906, so it was 26 years after YMCA started, YMCA

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finally got its first building in South Bend. Ironically, it was literally one street away at the corner of Wayne and Main Streets. Mr. Weber stated coming back downtown is kind of like coming home again, so the YMCA appreciates the opportunity and the Commission's consideration.

Vice-President Warner: I have a question about the Y property. If I'm remembering right, the property to the north of that on Mishawaka Avenue is also a property that's kind of in flux. Is there a plan there? Or potentially for both of those properties for development?

Caleb Bauer, Executive Director of Community Investment: I think anytime we see properties that are in disrepair, that is something that's on our radar and our staff is aware of the Qualex facility. It was recently purchased through a tax sale by a private buyer. We have not been in communication with that individual. I know some of the members of the community have so yes, it's on our radar.

Vice-President Warner: And I know this is something that is fairly recent, but now that the City would be taking control of the Northside Boulevard property, what's the timeline and the plan there?

Caleb Bauer, Executive Director of Community Investment: We'll make sure the property remains secured for the short term. We will look to issue an RFP through the Commission later this Summer and that would seek redevelopment proposals for the site. We do anticipate a future purchase agreement may involve some City participation in the demolition of the building but we want to see proposals before we move forward. That still would be here in the next few months so neighbors can expect there will be activity there this calendar year, but it may be later Summer or Fall.

Vice-President Warner: And then the question is, when would the building be coming down? I think that makes sense to kind of explore interest in the property before we take the step of declaring it a problem. Thank you.

Secretary Sallie: I did a little research on the history of the Y here in this area and it was full circle because it's coming back downtown which will make you accessible to a lot more people as well. I'm not sure how many will initially be comfortable going to the upper levels of the building but once they get used to it, at least at one time, it was a very nice facility and I'm sure the Y would make it so again. So it's a good thing, and you'd be in the right place at the right time with all the development downtown.

Caleb Bauer, Executive Director of Community Investment: And just a note, the Y will continue their presence at the O'Brien community center as well so it's not moving the Y services in the community, but adding to them.

President Jones: Questions?

Vice-President Warner: I have a comment but it can wait until after the public.

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President Jones opened the floor up to the public. There were no comments or questions from the public.

Vice-President Warner: I want to give kudos to Caleb and the staff and the team. Monday night's council got a presentation of projects just under \$1 billion. There's a whole lot growing in the City and to be able to pick it up and work with our partners is really exciting. The City can't be doing those types of things but we can support our partners who are doing those types of things. I am a member of Beacon but am excited to sign up and join the Y and return the Y to our downtown South Bend community.

Caleb Bauer also expressed thanks to Mark Weber.

Upon a motion by Secretary Sallie, seconded by Vice-President Waner, the motion carried unanimously, and the Commission approved Lease Agreement (YMCA Leighton Plaza) presented on Thursday, April 25, 2024.

### 6. Progress Reports

#### A. Tax Abatement

Erik Glavich, Director of Growth and Opportunity, Community Investment: At the most recent Common Council meeting the Common Council approved confirming a resolution for Steel Warehouse. Steel Warehouse is investing \$14 million to install a new production line and build a new building to house that line, so they've been granted those personal property and real property tax abatements. The Common Council also passed a reconfirming resolution for Aanalytics. Aanalytics is an internet service company that has a data server complex in Ignition Park. Back in 2012 and 2013, Common Council approved a provision of Indiana Code providing a tax exemption for the data server equipment. Indiana Code is structured in such a way that for any equipment that is considered additional or replacement of that type of equipment, a tax exemption would apply. So, the Common Council passed a resolution that reconfirmed that finding and through that process Aanalytics confirmed that they continue to be an eligible business under state code and that the equipment they purchased would be considered qualified property for which that tax exemption would apply. That's the single action that Council needed to take place to ensure that they were going to be receiving the exemption. Part of that project is \$30-36 million for the purpose of providing AI services to their customers. Aanalytics, at the time known as Data Realty, was the first company to embrace the idea of Ignition Park. Ignition Park is a Certified Technology Park. If the President Rich Carlson were here, he'd talk about how it was 10-15 people and now they're at 240 based out of the South Bend location. Very exciting project coming forward.

Caleb Bauer, Executive Director of Community Investment: There will be an forthcoming development commission likely related to the development of Aanalytics.

Erik Glavich, Director of Growth and Opportunity, Community Investment: Of the

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roughly 300 employees of the company, more than 2/3 of them do live here in South Bend.

Caleb Bauer, Executive Director of Community Investment: So the 25, that's a conservative estimate.

Commissioner Relos: asked whether the warehouse expansion is on Walnut St.

Erik Glavich, Director of Growth and Opportunity, Community Investment: So it's on Olive, so if you go South on Sample, Tucker Dr is the side street that you pull into and there is the warehouse.

No other questions.

Erik Glavich, Director of Growth and Opportunity, Community Investment: One other item before I start, not City jurisdiction, but you might have seen an announcement from our partners in St. Joseph County, the announcement of multiple AWS facilities at \$11 billion.

### B. TIF Management Report

Caleb Bauer, Executive Director of Community Investment: I will run through briefly our TIF Management report. This is an annual report prepared and submitted to Indiana Gateway, Department of Local Government Finance, just an overview of each of the Economic Development Areas, then I will briefly run you through the project update I gave to council on Monday night. I think it's good to take stock of all the good projects moving forward or coming in the near future that are secured.

You're familiar with the Redevelopment Commission as you're members of it, but generally duties include investigating unit areas, the unit being the City of South Bend, studying areas that need redevelopment, and selecting and acquiring areas to be redeveloped.

Tax Increment Financing, you're also familiar with this, but this is the tool we use to capture tax increments in the economic development areas. The establishment of a TIF area and an economic development area sets a base value, and from the date of that base value, any new assessed value growth is adjusted for inflation. It's then utilized by Indiana Code for improvements in that area for additional economic growth. [Shows and explains graph] The base tax revenue actually does increase on an annual basis. That incremental tax revenue is what's being captured in the district and then reinvested into that geography.

You're familiar with these districts, but I'll run through them here. There are 6 economic development areas in South Bend, River West development area is the largest, Douglas Rd is very small, the West Washington Development area which is the oldest development area in the City, and is nearing its sunset age, is shown here in the areas around MLK Jr Center, River East and River East Residential development area, and then the Southside Development Area. In total there are

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13,502 parcels in these areas. In the five areas other than the River East Residential areas are what we call commercial TIF, kind of your traditional types of development, financing area, and those are capturing all commercial increment, so they do not capture increment from homeowner occupied property. They do capture increment from a larger commercial apartment complex. In the residential area, that's where you do see a capture from residential as well as commercial. The State of Indiana has established new provisions for other types of areas that do capture that residential growth, something we may explore later this year.

Mr. Bauer then showed the Douglas Road Development area where Holiday properties is currently located and a healthcare office space.

Mr. Bauer then went through fund balances at the year end of 2023.

Caleb Bauer, Director of Community Investment: You can see that River West Development has the largest fund balance, it is the largest development area, River East and Southside making up the remaining majority of those fund balances. Then River East Residential, West Washington and Douglas are smaller. You can see over time we have built up some reserves in the districts, so generally we are shooting to spend the revenue that's brought in on an annual basis, making sure that's out in the community.

Let's look at revenues and expenses. All districts' revenues end of 2023 were \$40 million, expenses were 37.9 so we did bring in a little more. You can see here in River West, we actually spent down some reserves, as well as the Southside.

Expenditures in all Districts primarily go to capital outlay, which is project funding. That could be street paving, that could be local improvements that are part of a development agreement. The other primary use of these funds is services and charges, so that engineering design, any consulting work, and then debt service is obviously a very important part of the process, funding bond issuances.

Assessed Values. Looking at the 5-year cumulative growth in all the districts. At the bottom you're seeing the base assessed values. As I mentioned, this does go up after time, accounting for inflation and market assessed value growth. The incremental assessed value increases at a much higher rate, showing the assessments being made in the economic development areas are working.

Secretary Sallie asks the reason for the notable increase in 2023.

Caleb Bauer: We've had a number of large projects come online, but I don't believe that was attributed to one project specifically.

You can see River West was relatively stable through the Covid era, then 2023 was when it really picked back up. Southside Development Area we've seen very good growth and I expect that we will continue to see that. River East Development Area, no surprise, real estate values have significantly increased in the Economic Development Area. Looking at a 75 million dollar increase in

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assessed value. I expect you'll see a very significant jump this year from the Toll Brothers project new investment in that project. River East Residential has seen significant growth, as you know, TIF does encompass the Eddy St Commons area, so that base assessed value being so low, we're really capturing everything that's happened around Eddy St. West Washington Development has also seen good growth.

No comments or questions.

- C. Major Projects Updates. Caleb Bauer states that this was presented to Common Council along with Jordan Gathers, Director of Venues, Parks and Arts, however Jordan is not present for this meeting so Mr. Bauer will not be presenting on VPA projects. However many of the parks projects have been part of the neighborhood improvements bond. Mr. Bauer noted that those aren't included in his presentation, not because they're not important projects, but because that was Jordan's presentation.

Advantix Development. 50-unit affordable housing development that was awarded low-income tax credit from the State of Indiana. Expect to see ground breaking this year with units completed by the end of next year. The City's role in supporting this project includes the provision of land and tax abatement. Total investment of \$13 million with the vast majority of that being private investment.

Angela Blvd Improvements. This is a project that's actually already started, with improvements from Michigan to Leahy St. It will include restriping, bringing it down the three lanes, improving the dead-end sidewalk to connect all the way down to Lincolnway West. This project is underway, completion anticipated later this Summer, with total investment of \$3.3 million with \$2.3 million of that coming from Notre Dame. So, City investment in this project is really in that multi-use path program, and that's about a million dollars.

Cultivate Culinary. This is an agreement that came before you a couple of years ago, but here is how the facility looks today [shows image]. Construction is underway, and they are nearing completion. It should be done later this Summer. Total investment here is \$10 million.

Drewry's Cleanup. EPA was mobilized on this site last year, as of November 2023 they have completed remediation of asbestos and other known contaminants. This is how the site generally looks today [shows image]. It is environmentally cleaned up, but it does have a lot of debris remaining including existing foundation and collapsed outbuildings, so that's what left of the remaining cleanup. This is managed by the City team, and that will move forward this Summer, cleaning up remaining debris and outbuildings. Total investment so far has been \$3 million dollars from the EPA as part of their cleanup.

Secretary Sallie: How long will it take before we can start using that property?

Caleb Bauer, Executive Director of Community Investment: This is a big property, there is a lot of significant basement foundation to remove here so I'd expect we'd

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be cleaning up through this year and likely next year. In the next two years we'd hope to see this in a place where it's ready to go.

Vice-President Warner: Do you have an idea what the cost would be to get to green field?

Caleb Bauer, Executive Director of Community Investment: We do have some estimates, but I don't feel well equipped to give an accurate number today. I would guess multiple millions, but we are exploring grant opportunities out there. We hope to make use of the City's partnership with the EPA to continue to help.

A question was asked whether EPA tested the soil?

Caleb Bauer, Executive Director of Community Investment: Both the City and EPA tested the soil, and will continue to monitor as we continue to remove foundation.

Joe Molnar, Property Development Manager: The EPA was actually impressed how little soil contamination there was. It was collapsed rubble.

Diamond View and Stadium Flats. We expect ground to be broken on the 60-unit Diamond View building, which was a low-income housing unit awarded this summer. That's the building you see here [shows image]. Separately there are the two 45-unit market rate buildings. I don't have a ground breaking date on the market rate buildings, but it could push out into next construction season. City support here was through the provision of the land and a development agreement and tax abatement as approved by the Common Council. Total investment here is \$37.3 million.

Downtown Notre Dame Trail. This is a new multi-use path that will link downtown to the University. Construction is planned to be completed this year, and total investment is \$11.5 million. That's shared between the City, Notre Dame and the Hotel Motel Tax Board. You can see here, a lot of exciting projects with significant contribution from the University. It's always exciting when we can allocate other sources for funding public infrastructure projects. This trail will connect to the South Street scape, so we've got a direct connection on LaSalle to Hill St, Hill St north, then Notre Dame Ave to campus.

Five Corners. This project just broke ground last week. It's a 108-unit apartment building with completion planned for 2026. The City provided limited support here in the form of a tax abatement, and then total investment on this project is \$31.5 million.

Four Winds Field Expansion. This has come before you multiple times in the form of addition of a second deck, new seating, and new clubhouse. The design is being finalized and we expect construction to begin this fall of 2024. Total investment is \$45 million, all of that coming from the professional sports development area. The foresight shown in preparing our stadium for building a second deck, building it with the original intention to add a second deck, if we

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didn't have that this would be north of \$150 million project.

Indiana Dinosaur Museum. Construction is wrapping up on the site on the shared site between the Dinosaur Museum and the Chocolate Company, expected to open this summer. The City provided tax abatement and direct funding support. Total investment here is \$14 million.

LaSalle Avenue Streetscape. Hopefully you've had an opportunity to drive down here, this has been completed. There are a couple pieces left to finalize expected to happen this month then the project will be fully completed. Total investment here \$7 million, thank you to the Commission for your support.

Liberty Tower Phase IV. If you recall, this came before you in 2022. 90 new apartments being constructed on floors 18-26, a new rooftop lounge and bar planned for the 7<sup>th</sup> floor, that will be able to be patronized by the public, so you don't have to be a resident or hotel guest to go to that bar. Construction is expected to be completed this year. The City provided direct funding support and tax abatement and this \$14.7 million investment.

Linden Ave Streetscape. This is paired with the MLK Dream Center, which was presented to the Common Council by VPA. But an important streetscape that supports the MLK Dream Center is the Linden Avenue Streetscape. It's underway and June completion is the goal on Linden Ave, obviously the King Center will take longer.

Mishawaka Avenue Streetscape. This is one that you might recall from the neighborhood improvement bond that we have not yet begun but we're still working through improvement designs along Mishawaka Ave. This shows the traffic calming and pedestrian and street parking improvements. I just want to note that it's subject to change as we work through improvements and design. Total investment on this is \$3 million from the neighborhood.

MarMain Renovations. Renovations are substantially completed, I think there are a handful of units left to remodel but the vast majority of the 120 units in the building have been renovated with 48 set aside for voucher holders per an MOU with the South Bend Housing Authority. This was part of a development agreement that came before you all, total investment \$4.95 million.

Secretary Salle: When do we expect to see some occupancy?

Caleb Bauer, Executive Director of Community Investment: There is active occupancy now, they've been remodeling the units on a rolling basis. If they have vacant units they'll remodel them, then move existing occupants into the renovated units, then remodel their units.

Secretary Sallie: Then they mentioned that they were going to have an open house and we were going to be invited.

Madison Lifestyle District and Beacon Patient Tower. We had this project in front



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of you last month. Beacon's patient tower is under construction as we speak, the largest project in the history of the hospital, growing the number of acute care beds and replacing all of the acute care beds as well, and then the Madison Lifestyle District. Between both projects we're looking at more than \$330 million in investment.

Mayor Stephen J. Luecke Coal Line Phases 2&3. We just completed Phase 2 of the Coal Line trail, we're now looking at designs for Phase 3 of the Coal Line Trail which would connect the trail from College St. all the way down Lincolnway W to Orange past the MLK Center. Construction right now planned for kicking off in 2026.

Momentum. This is an entrepreneurial hub and commissary kitchen as well as renovation of the SoMa Apartments. Multi-year construction timeline here, but the total investment would amount to more than \$6 million, City provided the land and building abatement. We may look at some development agreements on this.

Commissioner Relos: Where is this located?

Caleb Bauer, Executive Director of Community Investment: This is in the old Salvation Army.

Monreaux. You're familiar with this project, construction expected to begin this year with 46 affordable housing units and 14 market rate units, total investment of \$16.9 million.

Olive & Western Redevelopment. This is the former PNA site. Ground broke earlier this month on a new grocery store, restaurant and two tenant spaces on the northwest corner of the Olive and Western intersection. The owner expects construction to be completed by the end of 2024. The City provided land to unlock this project, total investment \$2.5 million.

South Bend Thrive. This is another low-income housing tax credit project, this is South Bend Heritage's project, co-located with the YSB Center for Youth Success off of McKinley. The City provided direct funding for the South Bend Thrive Project as well as construction of the supporting infrastructure. Total investment from South Bend Heritage, \$14.5 million. Construction will begin later this summer, there's already active construction.

Vice-President Warner: Is this also one of the READI projects?

Caleb Bauer, Executive Director of Community Investment: This was not. This was LIHTC.

The 87 (Toll Brothers). This one is just east of the University of Notre Dame's campus. Construction is underway and really starting to wrap up on the 335 rental units and 26 townhomes that will be located on this site. A number of the townhomes already have occupancy permits, none of the apartments do at this point. Completion would be planned for the start of the next school year, August

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of this year. More than \$100 million dollars in investment on this project, I've noted here that this did not require any incentives from the City of South Bend. I think that's a good indication of how things are in the real estate market in the immediate vicinity of campus. On the plus side, from an increment tax standpoint, that means that once this is all aligned and occupancy is in place, we can expect to see some significant growth. Increment tax should increase in this development area.

Commissioner Relos: Is this the old Turtle Creek?

Caleb Bauer, Executive Director of Community Investment Yes. It's kind of tucked away but the townhome site has some open street access now.

The Hill. This is the redevelopment of the former St. Joseph Hospital office tower being turned into a 69-unit apartment building. This came before you I believe a year and a half, two years ago. Construction is complete, they do have full occupancy in this building, leasing up as we speak. Direct funding support and tax abatement were provided by the City, total investment here \$14 million.

United Way One Roof SE and Future FNW Site. This was a project that was completed in 2022. More recently, El Campito moved their pre-k facility into this space. The City is working with United Way to find a new center for the far northwest corner. Site location has been a challenge on that one but we're working with United Way to find a new location for the center. Total investment \$6 million and you can expect roughly the same on the far northwest corner.

Secretary Sallie: With the brewery being torn down on the northwest side, would that be a possible location for [inaudible] or the Meussel Park that's there? I've lived in that neighborhood for years and they've only used half of that land at Elwood and Wilbur, it's not utilized at all. Is that possible?

Caleb Bauer, Executive Director of Community Investment: We've looked at that site, Meussel Grove Park does have a restrictive covenant that would preclude any non-park activity there so we would have to get in touch with the family in order to have that amended and removed, so that could prove difficult. We haven't actively pursued that, but yes we've talked about that area.

Verbio Biorefinery. Phase one is planned to break ground this summer which would add a portion of the new digester tanks which would provide for the processing of the renewal of natural gas as a byproduct from the ethanol plant. It's a multi-year construction project, for the project to be completed the City did provide support from the Common Council via tax abatement, total investment here \$230 million. This will be the first biorefinery in Indiana and one of the largest in the Midwest. One of the other largest in the Midwest in Iowa is also owned by Verbio.

Commissioner Relos: Any additional jobs?

Caleb Bauer, Executive Director of Community Investment I think it will be

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modest, they have already added new engineering positions at the plant.

Erik Glavich, Director of Growth and Opportunity, Community Investment: They committed to ensuring when they brought the ethanol plant that the people who were employed at the time, many who were employed through contract, were brought onto Verbio and provided benefits.

Walker Field/Ewing Avenue Improvements. This is a shared-use path to be constructed on the south side of Ewing Avenue, adding a new pedestrian entry into Rum Village Park, as well as some traffic calming and pedestrian improvements. Under engineering design, construction to begin late 24 or early 25. This is a neighborhood improvement bond-funded project at \$2.5 million.

Youth Service Bureau. Like I mentioned, YSB is co-located with the South Bend Thrive project on the same parcel. Construction has been underway since last year. This is a photo from a few weeks back. The new center will expand the safe haven shelter for more programming and really just consolidate YSB's services. As you know they have a lot of different locations around the City, this will give them one focus point in the center. The City did provide direct funding to YSB as well as infrastructure support.

That's it for the presentation.

Vice President Warner: I think it makes sense for Mr. Gathers to come through and present, I know a lot of those park improvements have come through RDC through the neighborhood TIF bond and other things.

President Jones: Anything else for the good of the order?

Nothing else noted.

Upon a motion by Secretary Sallie, seconded by Vice-President Waner, the motion carried unanimously, the Commission adjourned the meeting.

**Next Commission Meeting:**

Thursday, May 9, 2024 at 9:30 am

**Adjournment**

Thursday, April 25, 2024, 10:42 a.m.

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Vivian G. Sallie, Secretary

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Marcia I. 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, June 11, 2024

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-0081523	\$497,100.00
GBLN-0081637	\$636,866.38
GBLN-0000000	\$0.00
Total:	<u>\$1,133,966.38</u>

-----  
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:

**Expenditure approval**

RDC Payments-Feb Wire-Rcvd 6/4/24  
GBLN-0081523

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**Payment method:** Wire-Total  
**Voucher:** RDCP-00027615  
**Payment date:** 3/1/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	2470520	2018 TIF Park Bonds	3/1/2024	\$375,000.00	324-10-102-121-438100- DS0169-	
V-00001743	US BANK	2470520	2018 TIF Park Bonds	3/1/2024	\$122,100.00	324-10-102-121-438200- DS0169-	

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**Expenditure approval**RDC Payments-6/11/24 Pymt Run  
GBLN-0081637**Payment method:** CHK-Total  
**Voucher:** RDCP-00027815  
**Payment date:** 6/11/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000027	ACM ENGINEERING & ENVIRONMENT AL SER	A2404280	Kelly's Pub Asbestos Testing	5/30/2024	\$708.00	429-10-102-121-439018-- PROJ00000547	PO-0031651

**Payment method:** CHK-Total  
**Voucher:** RDCP-00027816  
**Payment date:** 6/11/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001012	LOCHMUELLER GROUP INC	314489	PE Services for Coal Line Trail Phase III	6/21/2024	\$6,489.84	324-10-102-121-444000-- PROJ00000314	PO-0027674
V-00001012	LOCHMUELLER GROUP INC	314489	PE Services for Coal Line Trail Phase III	6/21/2024	\$16,271.78	324-10-102-121-431002-- PROJ00000314	PO-0027674

**Payment method:** CHK-Total  
**Voucher:** RDCP-00027817  
**Payment date:** 6/11/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00010845	H&H Renovation, Inc.	12589	Miami Hills Development RTA - Exterior Renovation	6/15/2024	\$447,550.00	430-10-102-121-443001-- PROJ00000327	PO-0022202

**Payment method:** CHK-Total  
**Voucher:** RDCP-00027818  
**Payment date:** 6/11/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00013114	RAM Construction Services of Michigan, Inc.	APP #2	Liberty Tower Parking Garage- Concrete Repair, Traffic Coating	5/30/2024	\$152,395.76	324-10-102-121-444000-- PROJ00000467	PO-0029080

**Payment method:** CHK-Total  
**Voucher:** RDCP-00027819  
**Payment date:** 6/11/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00013716	Richard Custom Concrete LLC	257	614 Sherman TIF - Foundation - Property Bros Development	6/20/2024	\$13,451.00	324-10-102-121-431000-- PROJ00000491	PO-0030822



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

To: South Bend Redevelopment Commission  
From: Kyle Willis, City Controller  
Date: Tuesday, June 18, 2024

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-0082115	\$251,666.20
GBLN-0082093	\$243,418.16
GBLN-0000000	\$0.00
Total:	<u>\$495,084.36</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:



**Expenditure approval**

RDC Payments-Mar 2024 Wire-Rcvd 6/17/24  
GBLN-0082115

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**Payment method:** Wire-Total  
**Voucher:** RDCP-00028021  
**Payment date:** 3/19/2024

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Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001077	MERIDIAN TITLE CORP	243567	Lot Purchase - SBCSC Bendix Dr.	3/19/2024	(\$26,083.80)	324-10-102-121-441000--	PO-0029433
V-00001077	MERIDIAN TITLE CORP	243567	Lot Purchase - SBCSC Bendix Dr.	3/19/2024	\$277,750.00	324-10-102-121-441000--	PO-0029433

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**Expenditure approval**

RDC Payments-6/18/24 Pymt Run

GBLN-0082093

**Payment method:** ACH-Total  
**Voucher:** RDCP-00028015  
**Payment date:** 6/18/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-0000019	ABONMARCHE CONSULTANTS OF IN	152128	Property Bros Development - Duplex Survey	6/23/2024	\$750.00	324-10-102-121-431000-- PROJ00000491	PO-0028841

**Payment method:** CHK-Total  
**Voucher:** RDCP-00028016  
**Payment date:** 6/18/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000472	DLZ INDIANA LLC	601265	Byer's Softball Complex 2024 Renovation - Design Services	6/27/2024	\$31,804.00	324-10-102-121-431000-- PROJ00000498	PO-0029730

**Payment method:** CHK-Total  
**Voucher:** RDCP-00028017  
**Payment date:** 6/18/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000775	HRP CONSTRUCTIO N INC	APP #6	LaSalle Park Improvements - Park Construction	4/27/2024	\$130,578.51	324-10-102-121-444000-- PROJ00000241	PO-0024048
V-00000775	HRP CONSTRUCTIO N INC	APP #6	LaSalle Park Improvements - Park Construction	4/27/2024	\$74,785.65	324-10-102-121-444000-- PROJ00000241	PO-0024048

**Payment method:** ACH-Total  
**Voucher:** RDCP-00028018  
**Payment date:** 6/18/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001023	M/E DESIGN SERVICES	6021-1	Studebaker Museum HVAC Replacement Engineering Services	6/27/2024	\$2,000.00	324-10-102-121-443001-- PROJ00000524	PO-0030281

**Payment method:** CHK-Total  
**Voucher:** RDCP-00028019  
**Payment date:** 6/18/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001550	SOUTH BEND PUBLIC TRANSPORTATI ON	25761	Commuters Trust INV #25761 - RIDE GUARANTEE - BUS PASSES	6/27/2024	\$3,500.00	433-10-102-123-439300-- PROJ00000383	PO-0031684



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 6/25/24  
FROM: Erik Glavich, Director, Growth & Opportunity  
SUBJECT: Resolution No. 3602 & 466 Works Development Agreement

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

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

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

Approved  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

PURPOSE OF REQUEST: Development Agreement and Resolution Authorizing Use of TIF Revenues for 466 Works scattered site infill housing project

SPECIFICS: The Commission will consider two separate items: (1) a Development Agreement with 466 Works Community Development Corporation (the “Developer”) to provide funding in support of a scattered site infill housing project, which includes 30 new single-family homes; and (2) a Resolution authorizing the use of TIF funds for the project. Funding will be provided via a loan that would be forgiven if the Developer completes the project as committed.

The Commission will first consider the Resolution and then the Development Agreement.

The Development Agreement specifies that (1) the Funding Amount provided by Redevelopment Commission will not exceed \$3,500,000 and (2) the Private Investment by the Developer will be no less than \$5,283,000. The Developer agrees to complete the project by December 31, 2027. Through a real estate transfer agreement approved by the Board of Public Works on June 25, the Developer is acquiring 17 City-owned lots as well for the project.

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

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

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

## **RESOLUTION NO. 3602**

### **A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION AUTHORIZING THE USE OF SOUTH SIDE TIF REVENUES FOR A HOUSING DEVELOPMENT PROJECT AND APPROVING A FORM OF A DEVELOPMENT AGREEMENT FOR SUCH HOUSING DEVELOPMENT PROJECT AND OTHER RELATED MATTERS**

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

**WHEREAS**, the Commission is committed to improving the City by administering and funding projects that support economic development, public infrastructure, and neighborhood revitalization; and

**WHEREAS**, the Commission desires to enter into a development agreement (the “Development Agreement”) with 466 Works Community Development Corporation, an Indiana nonprofit corporation (the “Developer”), pursuant to which the Developer proposes to undertake the construction of up to thirty (30) single-family detached homes containing two (2) to four (4) bedrooms of which at least forty percent (40%) of the homes will be sold to households earning one hundred twenty percent (120%) or less of the Area Median Income, with an approximate total development cost of \$8,873,000, on certain parcels of real property generally located in the Southeast neighborhood in the City (collectively, the “Project”); and

**WHEREAS**, the Commission has previously adopted a declaratory resolution, as subsequently confirmed and amended, which (i) declared the South Side Development Area (the “South Side Development Area”) as redevelopment area pursuant to Section 15 of the Act, (ii) designated the South Side Development Area as an allocation area pursuant to Section 39 of the Act (the “South Side Allocation Area”), for the purpose of capturing property tax proceeds derived from incremental assessed valuation of real property in such allocation area which is in excess of the “base assessed value” (such property tax proceeds, hereinafter referred to as “South Side TIF Revenues”), (iii) created the South Side Allocation Area Fund (the “South Side Allocation Fund”) into which all South Side TIF Revenues are deposited, all pursuant to and as described Section 39 of the Act, and (iv) approved a development plan for the South Side Development Area (the “Plan”); and

**WHEREAS**, under the terms of the proposed Development Agreement, the Commission would agree to contribute South Side TIF Revenues in an annual amount equal to the sum of approximately \$116,000 per home the Borrower expects to construct each year as part of the Project (the “Annual Amount”), subject to annual appropriation, over a three (3) year period (the “Term”) for a total amount of not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) toward the cost of the Project, subject to the completion of all procedures required by law; and

**WHEREAS**, the Commission has determined that it anticipates having sufficient South Side TIF Revenues on deposit in the South Side Allocation Fund over the Term to contribute South Side TIF Revenues toward costs of the Project as provided in the Development Agreement, which will directly serve and benefit, or be physically located in or connected to, the South Side Allocation Area; and

**WHEREAS**, the Commission now desires to approve the form of the Development Agreement and agree to contribute a total amount of not to exceed \$3,500,000 of South Side TIF Revenues subject to annual appropriations of not more than the Annual Amount each year during the Term toward the cost of the Project all as described in the Development Agreement and subject to the completion of all procedures required by law, and authorize and approve other actions related thereto, subject to the terms and conditions set forth below;

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

**SECTION 1.** The Commission hereby finds and determines that the Project, and the use of South Side TIF Revenues to contribute to the Project as described herein, directly serves and benefits the South Side Allocation Area, furthers the purposes for which the South Side Economic Development Area was created, and helps accomplish the Plan.

**SECTION 2.** The Commission hereby authorizes the contribution of not to exceed \$3,500,000 of South Side TIF Revenues subject to annual appropriations of not more than the Annual Amount each year during the Term toward the cost of the Project, subject to the completion of all procedures required by law. The use of South Side TIF Revenues as described herein shall be junior and subordinate to any currently outstanding or future bonds or lease obligations, if any, of the Commission payable from South Side TIF Revenues.

**SECTION 3.** The Commission hereby authorizes the President or Vice President to execute and deliver and the Secretary or other officer to attest and deliver the Development Agreement in the form submitted to the Commission at this meeting, together with such changes in the form and substance thereof as may be approved by the President or Vice-President of the Commission upon the advice and recommendation of the Commission's legal counsel, provided, however, no changes to the Development Agreement shall commit the Commission to contribute more than \$3,500,000 subject to annual appropriations of not more than the Annual Amount each year toward the Project, with any such changes to be conclusively evidenced by the execution, attestation and delivery of the Development Agreement.

**SECTION 4.** The Commission hereby authorizes a public hearing to be held on the appropriation of an amount of South Side TIF Revenues in an amount not to exceed the first year's Annual Amount to provide funding to reimburse the City for the first draw on the loan between the City and the Developer as described in the Development Agreement and further authorizes the staff of the Department of Community Investment, with assistance from counsel, to determine the actual amount of the first year's Annual Amount and then to cause the notice of such hearing to be published and posted as required by law.

**SECTION 5.** This resolution shall take effect immediately upon adoption by the Commission.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on June 27, 2024, in Room 1308, County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

By: \_\_\_\_\_  
Troy Warner, President

ATTEST:

\_\_\_\_\_  
Vivian G. Sallie, Secretary



## DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of June 27, 2024 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and 466 Works Community Development Corporation, an Indiana Nonprofit Corporation, with offices at 2043 South Bend Avenue, PMB 352, South Bend, Indiana 46637 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

### RECITALS

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

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

WHEREAS, the Developer is a registered Community Development Corporation based in the City with a mission to improve the quality of life of City residents by providing quality affordable housing; and

WHEREAS, the Developer owns certain vacant and inactive real property in the City of South Bend, Indiana (the “City”), described in Exhibit A, together with all fixtures, easements, appurtenances, hereditaments, rights, powers, privileges, and other improvements thereon and/or appurtenant thereto; and

WHEREAS, the Developer and the City, acting by and through its Board of Public Works, entered into a Real Estate Purchase Agreement on June 25, 2024 (the “Purchase Agreement”), for certain vacant and inactive real property described in Exhibit B, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto; and

WHEREAS, in exchange for the discounted price for the real property described in Exhibit B, the Purchase Agreement contains certain post-closing development obligations the Developer must meet; and

WHEREAS, the Developer is in the process of acquiring certain other real property described in Exhibit C, together with all fixtures, easements, appurtenances, hereditaments, rights, powers, privileges, and other improvements thereon and/or appurtenant thereto; and

WHEREAS, the real property described in Exhibit A, Exhibit B, and Exhibit C together and collectively are henceforth known as the “Developer Property” for the purposes of this Agreement; and

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

WHEREAS, the Developer Property is located within the corporate boundaries of the City, within the South Side Development Area or areas serving the Development Area (the “Area”); and

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

WHEREAS, the City is committed to support the development of affordable housing in South Bend; and

WHEREAS, the Project will create 30 single-family homes and at least twelve (12) of the homes will be sold at a price that is affordable to households earning 120 percent (120%) or less of the Area Median Income (“AMI”); and

WHEREAS, the Project will contribute to the revitalization of the surrounding area and add vibrancy to the neighborhood; and

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

WHEREAS, the Commission desires to facilitate and assist the Project by undertaking to simultaneously reimburse the City for its costs incurred or to be incurred in providing draws on a loan pursuant to a certain loan agreement (the “Loan Agreement”) that the Parties anticipate the Developer and the City executing pursuant to Indiana Code 36-7-12 to fund in part certain local public improvements stated in Exhibit E (the “Local Public Improvements”) in accordance with the Act, subject to the terms and conditions of this Agreement and the certain Loan Agreement.

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

**SECTION 1. DEFINITIONS.**

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

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

1.2 Funding Amount. “Funding Amount” means an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000.00) consisting of tax increment finance revenues to be provided to the City by the Commission subject to annual appropriation by the Commission to simultaneously reimburse the City for its costs incurred, or to be incurred through the Loan Agreement that will be subsequently executed by the Parties, to make the Loan on a draw basis pursuant to the terms of the Loan Agreement which will be used for paying a portion of the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.3 Private Investment. “Private Investment” means an amount no less than Five Million Two Hundred Eighty-Three Thousand Dollars (\$5,283,000.00) to be expended by the

Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

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

### **2.1 Interpretation.**

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

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

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

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

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

## **SECTION 3. DEVELOPER’S OBLIGATIONS.**

3.1 Generally. The Parties acknowledge and agree that the Commission’s agreements to perform and abide by the covenants and obligations set forth in this Agreement are material consideration for the Developer’s commitment to perform and abide by the covenants and obligations of the Developer contained in this Agreement. The Parties further acknowledge and agree that the Developer’s obligations under this Agreement are hereby conditioned upon the execution and closing of the Loan Agreement. In the event that subsequent negotiations by the Parties do not result in an executed Loan Agreement by January 31, 2025, this Agreement shall become null and void.

### **3.2 The Project.**

(a) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as **Exhibit D** and the plans and specifications to be approved by the City Planner, or his designee, pursuant to Section 3.5 (“Submission of Plans and Specifications for Project”) of this Agreement, which improvements shall comply with all zoning and land use laws and ordinances.

(b) The Developer will expend the Private Investment to complete the Project in accordance with the Project Plan attached hereto as **Exhibit D** and the plans and specifications to be approved by the Commission pursuant to **Section 3.5** (“Submission of Plans and Specifications for Project”) of this Agreement.

3.3 **Timeframe for Completion.** The Developer hereby agrees to complete the Project as set forth in the Project Plan and any other obligations the Developer may have under this Agreement by December 31, 2027, or otherwise agreed between the Developer and the Commission, as may be modified due to unforeseen circumstances and delays (the “Mandatory Project Completion Date”). The Developer further agrees the total Project will be completed in accordance with the Project Plan attached hereto as **Exhibit D**.

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

3.4 **Reporting Obligations.**

(a) Upon the letting of contracts for substantial portions of the Project and again upon substantial completion of the Project, the Developer hereby agrees to report to the Commission the number of local contractors and local laborers involved in the Project, the amount of bid awards for each contract related to the Project, and information regarding which contractor is awarded each contract with respect to the Project.

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

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

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

3.7 **Insurance.** The Developer shall purchase and maintain comprehensive insurance coverage as is appropriate for the work being performed with respect to the Project. The Developer

shall provide proof of such adequate insurance to the Commission and shall notify the Commission and the City of any change in or termination of such insurance. During the period of construction or provision of services regarding any Local Public Improvements, the Developer shall maintain insurance in the kinds and for at least the minimum amounts as described in **Exhibit G** attached hereto and the Commission and the City shall be named as additional insureds on such policies (but not on any worker's compensation policies).

3.8 **Information.** The Developer agrees to provide any and all due diligence items with respect to the Project reasonably requested by the Commission.

#### **SECTION 4. COMMISSION'S OBLIGATIONS.**

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

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

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

#### **SECTION 5. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.**

5.1 **Cooperation.** In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel; however, Developer shall reimburse the Commission for its reasonable attorneys' fees associated with the Commission's defense of this Agreement against a third-party lawsuit. In no event shall the Commission be required to bear the fees and costs of the Developer's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this **Section 5.1**, which shall survive such invalidation, nullification, or setting aside.

#### **SECTION 6. DEFAULT.**

6.1 **Default.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. Upon the occurrence of a default under this Agreement, the non-defaulting Party may (a) terminate this Agreement, or (b) institute legal proceedings at law or in equity (including any action to compel

specific performance) seeking remedies for such default. If the default is cured within thirty (30) days after the notice described in this Section 6.1, then no default shall exist and the noticing Party shall take no further action. In the event that the Developer fails (a) to complete the Project by the Mandatory Project Completion Date, or (b) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, Developer will be considered in default, and the Developer will be required to repay all Funding Amounts received in accordance with the terms of the Loan Agreement.

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

**SECTION 7. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP; CONFLICT OF INTEREST; INDEMNITY.**

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

(a) The Project is a private development;

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

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

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

or agent of the Developer or successors of them shall be personally liable to the Commission under this Agreement.

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

## **SECTION 8. MISCELLANEOUS.**

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

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

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

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

8.5 Attorneys' Fees. In the event the Commission pursues any legal action (including arbitration) to enforce or interpret this Agreement, Developer shall pay Commission's reasonable attorneys' fees and other costs and expenses (including expert witness fees).

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

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

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

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

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

Developer: 466 Works Community Development Corporation  
2043 South Bend Avenue, PMB 352  
South Bend, Indiana 46637

Attn: Sy Barker

With a copy to:

James M. Lewis  
THK Law, LLP  
212 E. LaSalle #100  
South Bend, IN 46617  
Attn: James M. Lewis



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

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

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

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

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

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

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

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

8.15 Entire Agreement. No representation, promise, or inducement not included in this Agreement will be binding upon the Parties hereto. This Agreement cannot be modified except

by mutual agreement of the Parties set forth in a written instrument signed by the Parties' authorized representatives.

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

**Signature Page Follows**

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

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
Troy Warner, President

ATTEST:

\_\_\_\_\_  
Vivian G. Sallie, Secretary

466 WORKS COMMUNITY DEVELOPMENT CORPORATION

Seymour H. Barker, Vice President  
Seymour Barker, Vice President

**EXHIBIT A**

**Description of Property Owned by the Developer at the Time of This Agreement**

**Key Number:** 71-08-13-181-021.000-026  
**Local Parcel Number:** 018-7024-0962  
**Legal Description:** Lot B Haney's Addition 1st Lot Line adj 21/22 LLA #1988 10/13/2020  
**Commonly Known As:** 213 E. Indiana Avenue

**Key Number:** 71-08-13-330-026.000-026  
**Local Parcel Number:** 018-7042-1658  
**Legal Description:** 2 3/4 Ft W Side Lot 17 & 34.5 Ft E Side Lot 16 Dubails 1st Add  
**Commonly Known As:** 221 E. Dayton Street

**Key Number:** 71-08-13-330-021.000-026  
**Local Parcel Number:** 018-7042-1663  
**Legal Description:** 22 Ft E Side Lot 12 18 Ft W Side Lot 13 Dubails 1st Add  
**Commonly Known As:** 211 E. Dayton Street

**Key Number:** 71-08-13-333-007.000-026  
**Local Parcel Number:** 018-7044-1709  
**Legal Description:** Lot 41 Dubails 3rd Add  
**Commonly Known As:** 222 E. Dayton Street

**Key Number:** 71-08-13-333-008.000-026  
**Local Parcel Number:** 018-7044-1710  
**Legal Description:** Lot 40 Dubails 3rd Add  
**Commonly Known As:** 228 E. Dayton Street

**Key Number:** 71-08-13-334-008.000-026  
**Local Parcel Number:** 018-7045-1735  
**Legal Description:** Lot 29 Dubails 3rd Add  
**Commonly Known As:** 410 E. Dayton Street

**Key Number:** 71-08-13-330-018.000-026  
**Local Parcel Number:** 018-7042-1667  
**Legal Description:** S 1/2 Lot 10 Dubails First Add  
**Commonly Known As:** Vacant Lot West of and Adjacent to 207 E. Dayton Street

**Key Number:** 71-08-13-330-017.000-026  
**Local Parcel Number:** 018-7042-1666  
**Legal Description:** N 1/2 Lot 10 Dubails 1st Addn  
**Commonly Known As:** 1714 S. Saint Joseph Street

**EXHIBIT B**

**Description of Property Acquired or to be Acquired by the Developer from the City**

**Key Number:** 71-08-13-253-012.000-026

**Local Parcel Number:** 018-7014-0556

**Legal Description:** Lots 254 255 35 Ft N End Ea Wenger & Krieghbaums 3rd

**Commonly Known As:** 1414 Fellows Street

**Key Number:** 71-08-13-253-013.000-026

**Local Parcel Number:** 018-7014-0557

**Legal Description:** 38 Ft Mid Pt Lot 255 & 38 Ft Mid Pt Lot 254 Wenger & Krieghbaums 3rd

**Commonly Known As:** 1418 Fellows Street

**Key Number:** 71-08-13-253-014.000-026

**Local Parcel Number:** 018-7014-0558

**Legal Description:** S 80 Ft Lot 255 Wenger & Krieghbaums 3rd

**Commonly Known As:** 501 Haney Avenue

**Key Number:** 71-08-13-253-015.000-026

**Local Parcel Number:** 018-7014-0559

**Legal Description:** 80 Ft S End Lot 254 Wenger & Krieghbaum 3rd

**Commonly Known As:** 505 Haney Avenue

**Key Number:** 71-08-13-252-020.000-026

**Local Parcel Number:** 018-7015-0589

**Legal Description:** Lot 178 Wenger & Krieghbaums Replat Of Wengers 6th

**Commonly Known As:** 615 E. Broadway Street

**Key Number:** 71-08-13-252-036.000-026

**Local Parcel Number:** 018-7016-0643

**Legal Description:** 48' N End Lot 218 & 48 X 30 Ft Ne Pt Lot 219 & So Pt Vac Alley No & Adj Wenger & Krieghbaum Replat Of Wenger 6th Add

**Commonly Known As:** 1313 High Street

**Key Number:** 71-08-13-252-037.000-026

**Local Parcel Number:** 018-7016-0644

**Legal Description:** Ex 30 X 48 Ft Ne Pt Lot 219 Wenger & Krieghbaum Replat Of Wengers 6th

**Commonly Known As:** Vacant Lot West of and Adjacent to 735 E. Broadway Street

**Key Number:** 71-08-13-255-006.000-026

**Local Parcel Number:** 018-7016-0651

**Legal Description:** Lot 192 Wenger & Krieghbaum Replat Of Wenger 6th

**Commonly Known As:** Vacant Lot West of and Adjacent to 718 E. Broadway Street

**Key Number:** 71-08-13-256-008.000-026  
**Local Parcel Number:** 018-7027-1074  
**Legal Description:** Lot 91 Indiana Ave Add  
**Commonly Known As:** 522 Haney Avenue

**Key Number:** 71-08-13-257-021.000-026  
**Local Parcel Number:** 018-7030-1172  
**Legal Description:** Lot 36 Indiana Ave Add  
**Commonly Known As:** 623 E. Indiana Avenue

**Key Number:** 71-08-13-326-011.000-026  
**Local Parcel Number:** 018-7031-1185  
**Legal Description:** Lot 62 Bowmans Pl Addition  
**Commonly Known As:** 126 E. Indiana Avenue

**Key Number:** 71-08-13-330-020.000-026  
**Local Parcel Number:** 018-7042-1664  
**Legal Description:** 28 Ft W Side Lot 12 & 5 Ft E Side Lot 11 Dubails 1st Add  
**Commonly Known As:** 209 E. Dayton Street

**Key Number:** 71-08-13-334-023.000-026  
**Local Parcel Number:** 018-7045-1752  
**Legal Description:** Lot 86 Dubails 4th Add  
**Commonly Known As:** 317 Milton Street

**Key Number:** 71-08-13-405-004.000-026  
**Local Parcel Number:** 018-7046-1804  
**Legal Description:** Lot 66 Studebakers 1st Add  
**Commonly Known As:** 610 E. Dubail Avenue

**Key Number:** 71-08-13-405-005.000-026  
**Local Parcel Number:** 018-7046-1805  
**Legal Description:** Lot 67 H Studebaker 1st Add  
**Commonly Known As:** 614 E. Dubail Avenue

**Key Number:** 71-08-13-403-008.000-026  
**Local Parcel Number:** 018-7047-1819  
**Legal Description:** Lot 25 H Studebakers 1st  
**Commonly Known As:** 722 E. Indiana Avenue

**Key Number:** 71-08-13-405-019.000-026  
**Local Parcel Number:** 018-7048-1846  
**Legal Description:** Lot 93 Henry Studebakers 2nd  
**Commonly Known As:** 625 E. Dayton Street

**EXHIBIT C**

**Description of Other Property to be Acquired by the Developer**

**Key Number:** 71-08-13-176-023.000-026  
**Local Parcel Number:** 018-7013-049701  
**Legal Description:** Lot 327 Wenger & Kreighbaum 1st Broadway Add  
**Commonly Known As:** 305 E. Broadway Street

**Key Number:** 71-08-13-251-016.000-026  
**Local Parcel Number:** 018-7014-0537  
**Legal Description:** 16 1/2 Ft E Side Lot 167 & 16 1/2 Ft W Side Lot 168 Wengers & Kriegbaum Replat Wengers  
**Commonly Known As:** 511 E. Broadway Street

**Key Number:** 71-08-13-180-016.000-026  
**Local Parcel Number:** 018-7024-0971  
**Legal Description:** Lot 46 Haneys Add  
**Commonly Known As:** 125 E. Indiana Avenue

**Key Number:** 71-08-13-326-009.000-026  
**Local Parcel Number:** 018-7031-1187  
**Legal Description:** W 1/2 Lot 61 Bowmans Pl Add  
**Commonly Known As:** 118 E. Indiana Avenue

**Key Number:** 71-08-13-277-016.000-026  
**Local Parcel Number:** 018-7012-0479  
**Legal Description:** Lot 94 Wenger & Kriegbaum 2nd Add  
**Commonly Known As:** 1525 Lebanon Street

**Key Number:** 71-08-13-277-017.000-026  
**Local Parcel Number:** 018-7012-0480  
**Legal Description:** Lot 93 Wenger & Kriegbaum 2nd Add  
**Commonly Known As:** 1529 Lebanon Street

**Key Number:** 71-08-13-277-018.000-026  
**Local Parcel Number:** 018-7012-0481  
**Legal Description:** Lot 92 Wenger & Kriegbaum 2nd Add  
**Commonly Known As:** 1533 Lebanon Street

## **EXHIBIT D**

### **Project Plan**

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

The Developer will complete the development and construction of thirty (30) single-family homes. Homes will be between two (2) and four (4) bedrooms each depending on the needs of prospective buyers. Construction will be considered to be complete for a single home upon the issuance of a Certificate of Occupancy pertaining to that home.

The Developer will sell at least twelve (12) of the newly constructed homes to households earning one hundred twenty percent (120%) or less of AMI.

The Developer will collect a developer fee that does not exceed eight (8) percent (8%).

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



**EXHIBIT E**

**Description of Local Public Improvements**

Local Public Improvements will include site work and improvements in support of the construction of the Project as agreed upon between the Parties, in compliance with all applicable laws and regulations.

The Developer shall have the sole responsibility to fund any and all costs associated with Local Public Improvements that exceeds the Funding Amount.

**EXHIBIT F**

**Form of Report to Commission**

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

**Development Agreement Review**

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

**Project Information**

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

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

**Construction Completed to Date:**

**Project Schedule Update:**

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

**Number of Jobs Created:**

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

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

\_\_\_\_\_

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

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

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

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

**EXHIBIT G**

**Minimum Insurance Amounts**

- |    |                                    |  |
|----|------------------------------------|--|
| A. | Worker's Compensation              |  |
| 1. | State                              | Statutory  |
| 2. | Applicable Federal                 | Statutory  |
| 3. | Employer's Liability               | \$100,000.00   |
| B. | Comprehensive General Liability    |  |
| 1. | Bodily Injury                      |  |
| a. | \$5,000,000.00                     | Each Occurrence                                      |
| b. | \$5,000,000.00                     | Annual Aggregate Products<br>and Completed Operation |
| 2. | Property Damage                    |  |
| a. | \$5,000,000.00                     | Each Occurrence                                      |
| b. | \$5,000,000.00                     | Annual Aggregate                                     |
| C. | Comprehensive Automobile Liability |  |
| 1. | Bodily Injury                      |  |
| a. | \$500,000.00                       | Each Person  |
| b. | \$500,000.00                       | Each Accident  |
| 2. | Property Damage                    |  |
| a. | \$500,000.00                       | Each Occurrence                                      |



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 6/25/24  
FROM: Erik Glavich, Director, Growth & Opportunity  
SUBJECT: Resolution No. 3603 & Affordable HomeMatters Indiana/Intend Indiana Development Agreement

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

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

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

Approved  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

PURPOSE OF REQUEST: Development Agreement and Resolution Authorizing Use of TIF Revenues for Affordable HomeMatters Indiana/Intend Indiana scattered site infill housing project

SPECIFICS: The Commission will consider two separate items: (1) a Development Agreement with Affordable HomeMatters Indiana LLC (the "Developer") to provide funding in support of a scattered site infill housing project, which includes up to 92 new single-family homes; and (2) a Resolution authorizing the use of TIF funds for the project. The Developer is an entity owned and operated by Intend Indiana, a non-profit based in Indianapolis. Funding will be provided via a loan that would be forgiven if the Developer completes the project as committed. The Commission will first consider the Resolution and then the Development Agreement.

The Development Agreement specifies that (1) the Funding Amount provided by Redevelopment Commission will not exceed \$5,000,000 and (2) the Private Investment by the Developer will be no less than \$20,000,000. The Developer agrees to complete the project by December 31, 2029. Through a real estate transfer agreement approved by the Board of Public Works on June 25, the Developer is acquiring 43 City-owned lots as well for the project.

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. 3603**

### **A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION AUTHORIZING THE USE OF RIVER WEST TIF REVENUES FOR A HOUSING DEVELOPMENT PROJECT AND APPROVING A FORM OF A DEVELOPMENT AGREEMENT FOR SUCH HOUSING DEVELOPMENT PROJECT AND OTHER RELATED MATTERS**

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

**WHEREAS**, the Commission is committed to improving the City by administering and funding projects that support economic development, public infrastructure, and neighborhood revitalization; and

**WHEREAS**, the Commission desires to enter into a development agreement (the “Development Agreement”) with Affordable HomeMatters Indiana LLC, a single member limited liability company owned and operated by Intend Indiana Inc., an Indiana nonprofit corporation (the “Developer”), pursuant to which the Developer proposes to undertake the construction of up to ninety-two (92) single-family detached homes containing two (2) to four (4) bedrooms of which pursuant to the terms of the Development Agreement (i) at least thirty-nine (39) homes will be sold to households earning less than eighty percent (80%) of the Area Median Income (“AMI”), and (ii) at least seventeen (17) homes will be sold to households earning between eighty percent (80%) of AMI and one hundred twenty percent (120%) of AMI, with an approximate total development cost of \$25,000,000, on certain parcels of real property generally located in the Lincoln Park neighborhood in the City (collectively, the “Project”); and

**WHEREAS**, the Commission has previously adopted a declaratory resolution, as subsequently confirmed and amended, which (i) declared the River West Economic Development Area (the “River West Economic Development Area”) as an economic development area pursuant to Section 41 of the Act, (ii) designated the River West Economic Development Area as an allocation area pursuant to Section 39 of the Act (the “River West Allocation Area”), for the purpose of capturing property tax proceeds derived from incremental assessed valuation of real property in such allocation area which is in excess of the “base assessed value” (such property tax proceeds, hereinafter referred to as “River West TIF Revenues”), (iii) created the River West Allocation Area Fund (the “River West Allocation Fund”) into which all River West TIF Revenues are deposited, all pursuant to and as described Section 39 of the Act, and (iv) approved an economic development plan for the River West Economic Development Area (the “Plan”); and

**WHEREAS**, under the terms of the proposed Development Agreement, the Commission would agree to contribute River West TIF Revenues in an annual amount of up to One Million One Hundred Twenty-five Thousand Dollars (\$1,125,000), subject to annual appropriation, over a five (5) year period (the “Term”) for a total amount of not to exceed Five Million Dollars (\$5,000,000) toward the cost of the Project, subject to the completion of all procedures required by law; and

**WHEREAS**, the Commission has determined that it anticipates having sufficient River West TIF Revenues on deposit in the River West Allocation Fund over the Term to contribute River West TIF Revenues toward costs of the Project as provided in the Development Agreement, which will directly serve and benefit, or be physically located in or connected to, the River West Allocation Area; and

**WHEREAS**, the Commission now desires to approve the form of the Development Agreement and agree to contribute a total amount of not to exceed \$5,000,000 of River West TIF Revenues subject to annual appropriations of not more than \$1,125,000 each year during the Term toward the cost of the Project all as described in the Development Agreement and subject to the completion of all procedures required by law, and authorize and approve other actions related thereto, subject to the terms and conditions set forth below;

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

**SECTION 1.** The Commission hereby finds and determines that the Project, and the use of River West TIF Revenues to contribute to the Project as described herein, directly serves and benefits the River West Allocation Area, furthers the purposes for which the River West Economic Development Area was created, and helps accomplish the Plan.

**SECTION 2.** The Commission hereby authorizes the contribution of not to exceed \$5,000,000 of River West TIF Revenues subject to annual appropriations of not more than \$1,125,000 each year during the Term toward the cost of the Project, subject to the completion of all procedures required by law. The use of River West TIF Revenues as described herein shall be junior and subordinate to any currently outstanding or future bonds or lease obligations of the Commission payable from River West TIF Revenues.

**SECTION 3.** The Commission hereby authorizes the President or Vice President to execute and deliver and the Secretary or other officer to attest and deliver the Development Agreement in the form submitted to the Commission at this meeting, together with such changes in the form and substance thereof as may be approved by the President or Vice-President of the Commission upon the advice and recommendation of the Commission's legal counsel, provided, however, no changes to the Development Agreement shall commit the Commission to contribute more than \$5,000,000 subject to annual appropriations of not more than \$1,125,000 each year toward the Project, with any such changes to be conclusively evidenced by the execution, attestation and delivery of the Development Agreement.

**SECTION 4.** The Commission hereby authorizes a public hearing to be held on the appropriation of an amount of River West TIF Revenues in an amount not to exceed \$1,125,000 to provide funding to reimburse the City for the first draw on the loan between the City and the Developer as described in the Development Agreement and further authorizes the staff of the Department of Community Investment, with assistance from counsel, to cause the notice of such hearing to be published and posted as required by law.

**SECTION 5.** This resolution shall take effect immediately upon adoption by the Commission.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on June 27, 2024, in Room 1308, County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601.

SOUTH BEND REDEVELOPMENT  
COMMISSION

By: \_\_\_\_\_  
Troy Warner, President

ATTEST:

\_\_\_\_\_  
Vivian G. Sallie, Secretary



## DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of June 27, 2024 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Affordable HomeMatters Indiana LLC, a single member limited liability company owned and operated by Intend Indiana, Inc., an Indiana Nonprofit Corporation, with offices at 1704 Bellefontaine Street, Indianapolis, Indiana 46202 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

### RECITALS

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

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

WHEREAS, the Developer is focused on developing quality homes, assisting buyers who earn low to moderate incomes obtain homeownership, establishing and preserving affordable housing stock in communities, and partnering with local community partners; and

WHEREAS, the Developer and the City of South Bend, Indiana (“City”), acting by and through its Board of Public Works, entered into a Real Estate Purchase Agreement on June 25, 2024 (the “Purchase Agreement”), for certain vacant and inactive real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (collectively, the “Developer Property”); and

WHEREAS, in exchange for a discounted price for the Developer Property, the Purchase Agreement contains certain post-closing development obligations the Developer must meet; and

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

WHEREAS, the Developer Property is located within the corporate boundaries of the City, within the River West Development Area or areas serving the Development Area (the “Area”); and

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

WHEREAS, the City is committed to support the development of affordable housing in South Bend; and

WHEREAS, the Project will create up to 92 single-family homes, of which (i) at least 40 homes will be sold to households earning less than 80 percent (80%) of the Area Median Income

(“AMI”) and (ii) at least 17 homes will be sold to households earning between 80 percent (80%) of AMI and 120 percent (120%) of AMI or the market rate; and

WHEREAS, the Project will contribute to the revitalization of the surrounding area and add vibrancy to the neighborhood; and

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

WHEREAS, the Commission desires to facilitate and assist the Project by undertaking to simultaneously reimburse the City for its costs incurred or to be incurred in providing draws on a loan pursuant to a certain loan agreement (the “Loan Agreement”) that the parties anticipate the Developer and the City executing pursuant to Indiana Code 36-7-12 to fund in part certain local public improvements stated in **Exhibit C** (the “Local Public Improvements”) in accordance with the Act, subject to the terms and conditions of this Agreement and the Loan Agreement.

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

**SECTION 1. DEFINITIONS.**

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

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

1.2 Funding Amount. “Funding Amount” means an amount not to exceed Five Million Dollars (\$5,000,000.00) consisting of tax increment finance revenues to be provided to the City by the Commission subject to annual appropriation by the Commission to simultaneously reimburse the City for its costs incurred, or to be incurred through the Loan Agreement that will be subsequently executed by the Parties, to make the Loan on a draw basis pursuant to the terms of the Loan Agreement which will be used for paying a portion of the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.3 Private Investment. “Private Investment” means an amount no less than Twenty Million Dollars (\$20,000,000.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

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

2.1 Interpretation.

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

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

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

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

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

### **SECTION 3. DEVELOPER’S OBLIGATIONS.**

3.1 Generally. The Parties acknowledge and agree that the Commission’s agreements to perform and abide by the covenants and obligations set forth in this Agreement are material consideration for the Developer’s commitment to perform and abide by the covenants and obligations of the Developer contained in this Agreement. The Parties further acknowledge and agree that the Developer’s obligations under this Agreement are hereby conditioned upon the execution and closing of the Loan Agreement. In the event that subsequent negotiations by the Parties do not result in an executed Loan Agreement by January 31, 2025, this Agreement shall become null and void.

#### 3.2 The Project.

(a) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as **Exhibit B** and the plans and specifications to be approved by the City Planner, or his designee, pursuant to Section 3.5 (“Submission of Plans and Specifications for Project”) of this Agreement, which improvements shall comply with all zoning and land use laws and ordinances.

(b) The Developer will expend the Private Investment to complete the Project in accordance with the Project Plan attached hereto as **Exhibit B** and the plans and specifications to be approved by the Commission pursuant to Section 3.5 (“Submission of Plans and Specifications for Project”) of this Agreement.

3.3 Timeframe for Completion. The Developer hereby agrees to complete the Project as set forth in the Project Plan and any other obligations the Developer may have under this Agreement by December 31, 2029, or otherwise agreed between the Developer and the Commission, as may be modified due to unforeseen circumstances and delays (the “Mandatory Project Completion Date”). The Developer further agrees the total Project will be completed in accordance with the Project Plan attached hereto as **Exhibit B**.

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

3.4 Reporting Obligations.

(a) Upon the letting of contracts for substantial portions of the Project and again upon substantial completion of the Project, the Developer hereby agrees to report to the Commission the number of local contractors and local laborers involved in the Project, the amount of bid awards for each contract related to the Project, and information regarding which contractor is awarded each contract with respect to the Project.

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

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

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

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

3.8 Information. The Developer agrees to provide any and all due diligence items with respect to the Project reasonably requested by the Commission.

#### **SECTION 4. COMMISSION'S OBLIGATIONS.**

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

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

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

#### **SECTION 5. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.**

5.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel; however, Developer shall reimburse the Commission for its reasonable attorneys' fees associated with the Commission's defense of this Agreement against a third-party lawsuit. In no event shall the Commission be required to bear the fees and costs of the Developer's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section 5.1, which shall survive such invalidation, nullification, or setting aside.

#### **SECTION 6. DEFAULT.**

6.1 Default. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. Upon the occurrence of a default under this Agreement, the non-defaulting Party may (a) terminate this Agreement, or (b) institute legal proceedings at law or in equity (including any action to compel specific performance) seeking remedies for such default. If the default is cured within thirty (30) days after the notice described in this Section 6.1, then no default shall exist, and the noticing Party shall take no further action. In the event that the Developer fails (a) to complete the Project by the Mandatory Project Completion Date, or (b) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, Developer will be considered in default, and the Developer will be required to repay all Funding Amounts received in accordance with the terms of the Loan Agreement.

6.2 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, none of the Parties shall be deemed to be in default where delays in performance or

failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of terrorism, restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environments regulations, contract defaults by third parties, or similar basis for excused performance which is not within the reasonable control of the Party to be excused (each, an event of “Force Majeure”). Upon the request of any of the Parties, a reasonable extension of any date or deadline set forth in this Agreement due to such cause will be granted in writing for a period necessitated by the event of Force Majeure, or longer as may be mutually agreed upon by all the Parties.

**SECTION 7. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP; CONFLICT OF INTEREST; INDEMNITY.**

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

(a) The Project is a private development;

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

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

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

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

## **SECTION 8. MISCELLANEOUS.**

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

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

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

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

8.5 Attorneys' Fees. In the event the Commission pursues any legal action (including arbitration) to enforce or interpret this Agreement, Developer shall pay Commission's reasonable attorneys' fees and other costs and expenses (including expert witness fees).

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

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

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

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

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

Developer: Affordable HomeMatters Indiana LLC  
1704 Bellefontaine Street  
Indianapolis, Indiana 46202  
Attn: Chief Executive Officer

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

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

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

8.10 Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that he or she is the duly authorized officer or



representative of such Party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

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

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

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

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

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

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

**Signature Page Follows**

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

SOUTH BEND REDEVELOPMENT  
COMMISSION

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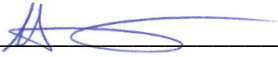
Troy Warner, President

ATTEST:

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Vivian G. Sallie, Secretary

Affordable HomeMatters Indiana LLC  
By its Sole Member, Intend Indiana, Inc.,  
an Indiana non-profit corporation



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Steven Meyer, Chief Executive Officer

**EXHIBIT A**

**Description of Developer Property**

**PARCEL I**

**Address:** 614 BLAINE AVE  
**Parcel ID:** 018-1035-1511  
**Tax ID:** 71-08-02-378-009.000-026  
**Legal Description:** LOT 27 J N LEDERERS ADD

**PARCEL II**

**Address:** V\L ADJ 1132 HARVEY ST  
**Parcel ID:** 018-1032-1393  
**Tax ID:** 71-08-02-380-002.000-026  
**Legal Description:** LOT 22 BIRNER PLACE ADD

**PARCEL III**

**Address:** 521 BLAINE AVE  
**Parcel ID:** 018-1036-1586  
**Tax ID:** 71-08-02-377-033.000-026  
**Legal Description:** LOT 26 KLINGELS SUB OF D & F OF KLINGELS MICH AVE ADD

**PARCEL IV**

**Address:** 507 BLAINE AVE  
**Parcel ID:** 018-1031-1371  
**Tax ID:** 71-08-02-377-038.000-026  
**Legal Description:** LOT 66 BIRNER PLACE ADD

**PARCEL V**

**Address:** 505 BLAINE AVE  
**Parcel ID:** 018-1031-1372  
**Tax ID:** 71-08-02-377-039.000-026  
**Legal Description:** LOT 65 BIRNER PL ADD

**PARCEL VI**

**Address:** 536 BLAINE AVE  
**Parcel ID:** 018-1035-1517  
**Tax ID:** 71-08-02-378-015.000-026  
**Legal Description:** LOT 32 LEDERERS ADD

**PARCEL VII**

**Address:** 1132 HARVEY ST  
**Parcel ID:** 018-1032-1394  
**Tax ID:** 71-08-02-380-003.000-026  
**Legal Description:** LOT 23 BIRNER PLACE ADD

**PARCEL VIII**

**Address:** 511 BLAINE AVE

**Parcel ID:** 018-1031-1370

**Tax ID:** 71-08-02-377-037.000-026

**Legal Description:** LOT 67 BIRNER PLACE ADD

**PARCEL IX**

**Address:** 516 BLAINE AVE

**Parcel ID:** 018-1032-1392

**Tax ID:** 71-08-02-380-001.000-026

**Legal Description:** LOT 21 BIRNER PLACE ADD

**PARCEL X**

**Address:** 513 BLAINE AVE

**Parcel ID:** 018-1036-1589

**Tax ID:** 71-08-02-377-036.000-026

**Legal Description:** Lot 29 Klingels Mich Ave Add Sub Of Outlot F

**PARCEL XI**

**Address:** 517 BLAINE AVE

**Parcel ID:** 018-1036-1588

**Tax ID:** 71-08-02-377-035.000-026

**Legal Description:** LOT 28 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XII**

**Address:** 519 BLAINE AVE

**Parcel ID:** 018-1036-1587

**Tax ID:** 71-08-02-377-034.000-026

**Legal Description:** LOT 27 42' X 101.6' KLINGELS MICH AVE ADD OF SUB OUTLOT F

**PARCEL XIII**

**Address:** 522 BLAINE AVE

**Parcel ID:** 018-1032-1381

**Tax ID:** 71-08-02-378-027.000-026

**Legal Description:** N PTS LOTS 19 & 20 BIRNER PLACE ADDITION

**PARCEL XIV**

**Address:** 1133 HARVEY ST

**Parcel ID:** 018-1032-138201

**Tax ID:** 71-08-02-378-028.000-026

**Legal Description:** S Pts Lots 19 & 20 Ex Strip Of Land N & Adj Birner Place Add

**PARCEL XV**

**Address:** 528 BLAINE AVE

**Parcel ID:** 018-1035-1519

**Tax ID:** 71-08-02-378-017.000-026

**Legal Description:** LOT 34 EX 38.2'E END J N LEDERERS ADD

**PARCEL XVI**

**Address:** 602 BLAINE AVE

**Parcel ID:** 018-1035-1515

**Tax ID:** 71-08-02-378-013.000-026

**Legal Description:** LOT 30 J N LEDERERS ADD

**PARCEL XVII**

**Address:** 607 BLAINE AVE

**Parcel ID:** 018-1036-1571

**Tax ID:** 71-08-02-377-027.000-026

**Legal Description:** LOT 7 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XVIII**

**Address:** 608 BLAINE AVE

**Parcel ID:** 018-1035-1514

**Tax ID:** 71-08-02-378-012.000-026

**Legal Description:** LOT 29 E 1/2 J N LEDERER

**PARCEL XIX**

**Address:** 606 BLAINE AVE

**Parcel ID:** 018-1035-1513

**Tax ID:** 71-08-02-378-011.000-026

**Legal Description:** LOT 29 W 1/2 J N LEDERERS ADDITION

**PARCEL XX**

**Address:** 529 BLAINE AVE

**Parcel ID:** 018-1036-1579

**Tax ID:** 71-08-02-377-031.000-026

**Legal Description:** LOT 11 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXI**

**Address:** 602 N CLEVELAND AVE

**Parcel ID:** 018-1036-1569

**Tax ID:** 71-08-02-377-009.000-026

**Legal Description:** LOT 15 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXII**

**Address:** 612 N CLEVELAND AVE

**Parcel ID:** 018-1036-1566

**Tax ID:** 71-08-02-377-006.000-026

**Legal Description:** LOT 12 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXIII**

**Address:** 549 CLEVELAND AVE

**Parcel ID:** 018-1036-1552

**Tax ID:** 71-08-02-376-041.000-026

**Legal Description:** LOT 16 W A LINTNER ADD

**PARCEL XXIV**

**Address:** 528 N CLEVELAND AVE

**Parcel ID:** 018-1036-1582

**Tax ID:** 71-08-02-377-016.000-026

**Legal Description:** LOT 22 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXV**

**Address:** 508 N CLEVELAND AVE

**Parcel ID:** 018-1031-1366

**Tax ID:** 71-08-02-377-023.000-026

**Legal Description:** LOT 72 BIRNER PL ADD

**PARCEL XXVI**

**Address:** 520 N CLEVELAND AVE

**Parcel ID:** 018-1031-1362

**Tax ID:** 71-08-02-377-019.000-026

**Legal Description:** LOT 68 BIRNER PL ADD

**PARCEL XXVII**

**Address:** 611 N CLEVELAND AVE

**Parcel ID:** 018-1036-1544

**Tax ID:** 71-08-02-376-038.000-026

**Legal Description:** LOT 8 W A LINTNER ADD

**PARCEL XXVIII**

**Address:** 507 CLEVELAND AVE

**Parcel ID:** 018-1031-1359

**Tax ID:** 71-08-02-376-055.000-026

**Legal Description:** LOT 77 BIRNER PL ADD

**PARCEL XXIX**

**Address:** 519 CLEVELAND AVE  
**Parcel ID:** 018-1031-1355  
**Tax ID:** 71-08-02-376-051.000-026  
**Legal Description:** LOT 81 BIRNER PLACE ADD

**PARCEL XXX**

**Address:** 529 CLEVELAND AVE  
**Parcel ID:** 018-1036-1558  
**Tax ID:** 71-08-02-376-048.000-026  
**Legal Description:** LOT 22 W A LINTNER ADD

**PARCEL XXXI**

**Address:** 1136 LINCOLN WAY W  
**Parcel ID:** 018-1036-1563  
**Tax ID:** 71-08-02-377-003.000-026  
**Legal Description:** LOT 3 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXXII**

**Address:** 1118 BIRNER ST  
**Parcel ID:** 018-1033-1436  
**Tax ID:** 71-08-02-381-004.000-026  
**Legal Description:** LOT 46 BIRNER PL ADD

**PARCEL XXXIII**

**Address:** 411 SHERMAN AVE  
**Parcel ID:** 018-1034-1492  
**Tax ID:** 71-08-02-379-038.000-026  
**Legal Description:** SE COR LOT 2 WITHERILLS SUB & EX NW PT LOT 21 WM MILLER SUB

**PARCEL XXXIV**

**Address:** 1110 BIRNER ST  
**Parcel ID:** 018-1033-1438  
**Tax ID:** 71-08-02-381-006.000-026  
**Legal Description:** LOT 48 BIRNER PLACE ADD

**PARCEL XXXV**

**Address:** 424 ALLEN ST  
**Parcel ID:** 018-1032-1419  
**Tax ID:** 71-08-02-379-021.000-026  
**Legal Description:** LOT 4 BIMER PLACE ADD

**PARCEL XXXVI**

**Address:** 502 SHERMAN AVE

**Parcel ID:** 018-1034-1485

**Tax ID:** 71-08-02-382-010.000-026

**Legal Description:** LOT 11 WITHERILLS SUB

**PARCEL XXXVII**

**Address:** 503 SHERMAN AVE

**Parcel ID:** 018-1034-1482

**Tax ID:** 71-08-02-379-031.000-026

**Legal Description:** LOT 12 EX TRI PC 11 FT ON N LINE TRI PC 11 FT ON SHERMAN AVE X 29.67 FT & LOT 14 WITHERILLS SUB

**PARCEL XXXVIII**

**Address:** 520 SHERMAN AVE

**Parcel ID:** 018-1034-1478

**Tax ID:** 71-08-02-382-006.000-026

**Legal Description:** LOT 19 WITHERILLS SUB

**PARCEL XXXIX**

**Address:** LOT 22 J N LEDERERS ADD

**Parcel ID:** 018-1035-1525

**Tax ID:** 71-08-02-378-023.000-026

**Legal Description:** 517 ALLEN ST

**PARCEL XL**

**Address:** 426 LA PORTE AVE

**Parcel ID:** 018-1031-1378

**Tax ID:** 71-08-02-377-045.000-026

**Legal Description:** LOT 59 EX TRI PC SELY END BIRNER PLACE ADD

**PARCEL XLI**

**Address:** 431 ALLEN ST

**Parcel ID:** 018-1032-1401

**Tax ID:** 71-08-02-380-018.000-026

**Legal Description:** LOTS 29 & 30 34.8 FT MID PT BIRNER PLACE ADD

**PARCEL XLII**

**Address:** 525 ALLEN ST

**Parcel ID:** 018-1035-1523

**Tax ID:** 71-08-02-378-021.000-026

**Legal Description:** LOT 24 J N LEDERERS ADD



**PARCEL XLIII**

**Address:** 1117 HARVEY ST

**Parcel ID:** 018-1032-1387

**Tax ID:** 71-08-02-378-032.000-026

**Legal Description:** LOT 15 BIRNER PLACE

## **EXHIBIT B**

### **Project Plan**

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

The Developer will complete the development and construction of up to 92 single-family homes. Homes will be between two (2) and four (4) bedrooms each, depending on the needs of prospective buyers. Construction will be considered to be complete for a single home upon the issuance of a Certificate of Occupancy pertaining to that home.

The Developer will sell at least 40 of the newly constructed homes to households earning less than 80 percent (80%) of AMI.

The Developer will sell the remaining newly constructed homes to households earning between 80 percent (80%) of AMI and 120 percent (120%) of AMI at the market rate.

The Developer will collect a developer fee that does not exceed eight (8) percent (8%).

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

## **EXHIBIT C**

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

Local Public Improvements will include site work and improvements in support of the construction of the Project as agreed upon between the Parties, in compliance with all applicable laws and regulations.

The Developer shall have the sole responsibility to fund any and all costs associated with Local Public Improvements that exceeds the Funding Amount.

**EXHIBIT D**

**Form of Report to Commission**

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

**Development Agreement Review**

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

**Project Information**

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

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

**Construction Completed to Date:**

**Project Schedule Update:**

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

**Number of Jobs Created:**

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

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

\_\_\_\_\_

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

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

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

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

## EXHIBIT E

### Minimum Insurance Amounts

- |    |                                    |                      |  |
|----|------------------------------------|----------------------|--|
| A. | Worker's Compensation              |                      |  |
|    | 1.                                 | State                | Statutory  |
|    | 2.                                 | Applicable Federal   | Statutory  |
|    | 3.                                 | Employer's Liability | \$100,000.00   |
|    |                                    |                      |  |
| B. | Comprehensive General Liability    |                      |  |
|    | 1.                                 | Bodily Injury        |  |
|    |                                    | a. \$5,000,000.00    | Each Occurrence                                      |
|    |                                    | b. \$5,000,000.00    | Annual Aggregate Products<br>and Completed Operation |
|    | 2.                                 | Property Damage      |  |
|    |                                    | a. \$5,000,000.00    | Each Occurrence                                      |
|    |                                    | b. \$5,000,000.00    | Annual Aggregate                                     |
|    |                                    |                      |  |
| C. | Comprehensive Automobile Liability |                      |  |
|    | 1.                                 | Bodily Injury        |  |
|    |                                    | a. \$500,000.00      | Each Person  |
|    |                                    | b. \$500,000.00      | Each Accident  |
|    | 2.                                 | Property Damage      |  |
|    |                                    | a. \$500,000.00      | Each Occurrence                                      |



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 06/25/2024

FROM: Joseph Molnar

SUBJECT: Parking License Agreement 2<sup>nd</sup> Amendment

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

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

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

APPROVED  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

PURPOSE OF REQUEST: Approval of Second Amendment to License Agreement for Temporary Parking

Specifics: In February of 2018, the RDC and Hibberd Development LLC entered into a License Agreement for the use of the RDC owned parking lot at 322 S LAFAYETTE BLVD for the use of the businesses and residents of the Hibberd Building which Hibberd Development LLC renovated as apartments and retail shops. The developer has previously repaired, sealcoating, and re-striped the property, and the Commission in the First Amendment allowed the Company to offset the cost of such work against the License Fee.

The developer again desires to do similar work improving the current condition of the parking lot which is above and beyond the requirements in the License Agreement. In exchange for the repairs performed, this Second Amendment would abate the developer's payment of the License Fee until the cumulative amount is equal to the amount expended by the developer. The developer will provide RDC staff invoices of all work performed before commencement of the abatement of the License Fee.

Staff requests approval 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 LICENSE AGREEMENT FOR TEMPORARY PARKING**

This Second Amendment to License Agreement Temporary Parking (“Second Amendment”) is dated June 27, 2024 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”), and Hibberd Development, LLC (the “Company”) (each a “Party” and collectively the “Parties”).

### RECITALS

A. The Commission and the Company entered into a License Agreement for Temporary Parking dated February 22, 2018, and amended by a First Amendment on October 24, 2019 with regard to the Property; and

B. The Company has previously repaired, sealcoated, and re-stripped the Property, and the Commission agreed to allow the Company to offset the cost of such repair, sealcoat, and re-stripe of the Property against the License Fee.

C. The Property is again in need of repair, sealcoating, and re-striping.

D. The Company again desires to repair, sealcoat, and re-stripe the Property, and the Commission has agreed to allow the Company to offset the cost of such repair, sealcoat, and re-stripe of the Property against the License Fee.

E. The Parties now wish to Amend the Agreement to memorialize the terms of the offset against the License Fee.

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

1. Section 4 of the Agreement shall be deleted in its entirety and replaced with the following:

License Fee. In consideration for the license granted in this Agreement, the Company will pay a monthly fee of Three Hundred Sixty Dollars (\$360.00), calculated as Twenty Dollars (\$20.00) per parking space per month (the “License Fee”). The License Fee shall be due on the first business day of each month during the Term of the Agreement (the “Due Date”). Notwithstanding the foregoing, the Parties agree that the Company has maintained the Property beyond the requirements of Section 5, below, by repairing the asphalt and re-sealing and re-striping the Property. In exchange for the Company performing repairs to the Property in the form of sealcoating, striping, and other parking lot maintenance tasks, the Commission agrees to abate the Company’s payment of the

License Fee until the cumulative amount abated is equal to the amount expended by the Company for the repairs under the terms of this Agreement. The Company will provide the Commission staff verified invoices of all work performed before commencement of the abatement of the License Fee.

2. Unless expressly modified by this Second Amendment, the terms and provisions of the Agreement and First Amendment remain in full force and effect.
3. Capitalized terms used in this Second Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto hereby execute this Second Amendment effective as of the Effective Date.

**HIBBERD DEVELOPMENT LLC**



By: \_\_\_\_\_  
Mark W. Neal, Manager

Date: June 25, 2024

**SOUTH BEND REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Troy Warner, President

ATTEST:

\_\_\_\_\_  
Vivian G. Sallie, Secretary



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: 6/20/2024  
FROM: Chana Roschyk, Project Engineer  
SUBJECT: 124-024 Portage Prairie Water Main Extension

\_\_\_\_\_ 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:

Requesting funding in the amount of \$140,000 for design for installation of Portage Prairie Water main extension.

### Specifics:

Completion of the design, bidding, construction engineering and additional engineering services for the Portage Prairie Water Main Loop project. The project includes approximately 3,700 feet of 12-inch water main to loop the existing water main serving the industrial park area to the City's existing water main at the intersection of Adams Road & Mayflower Road.

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

1400S County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9371 | f 574.235.9021 | www.southbendin.gov



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 6/24/2024  
FROM: Chana Roschyk, Project Engineer  
SUBJECT: 123-078 Lincoln Way E. & Miami Intersection Improvements

\_\_\_\_\_ 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:

Requesting funding in the amount of \$170,000 for design to improve Lincoln Way E. and Miami Intersection.

#### Specifics:

The Request of \$170,000 is to Perform project cost analysis for intersection improvements and a path from the Miami and Lincoln Way Intersection on the Northwest side of Lincoln Way East on St. Joseph Riverbank to be improved and continued to the Railroad bridge. As well as design of Miami Road and Lincoln Way East Intersection Improvements including removal of bypass right turn lane from Lincoln Way East, pedestrian access with signal improvements and configuration of turn lanes from Miami Road to increase pedestrian safety and overall traffic flow.

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

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# PURPOSE + OVERVIEW

The South Bend Redevelopment Commission (the “Commission”) is soliciting proposals for a reimagining of 410 W Wayne Street, with the desire to either rehabilitate the building or redevelop the site. This site just north of Four Winds Field and in the heart of Downtown South Bend is ripe for redevelopment and investment, filling a hole in the urban fabric of the City.

The Commission is open to reuse of the current building on the site but will also entertain proposals for a full redevelopment of the site. The building is a former Auto Service Repair Shop that has been prepared for a complete overhaul. The building is approximately 8,700 square foot while the lot is roughly 0.84 acres.

This RFP does not commit the Commission to award a contract or pay costs incurred in preparation of a proposal responding to this request. Proposals will be due by August 21<sup>st</sup>, 2024 at 5 p.m. For questions or clarifications, please contact Joseph Molnar at: [jrmolnar@southbendin.gov](mailto:jrmolnar@southbendin.gov) prior to July 31<sup>st</sup>, 2024.

## PROJECT REQUIREMENTS

- Meet zoning ordinance requirements;
- Be urban in building design and site layout;
- Properly address the street and public spaces
- Reflect the architectural character of surrounding properties and South Bend’s architectural history; and
- Feature a variety of housing options (size and price points) if housing is included.

## DEVELOPER REQUIREMENTS

- Applicants must be legally incorporated and in good standing or a validly formed not-for profit organization capable of demonstrating proof of tax-exempt status under Section 501(c) (3) of the Internal Revenue Code.
- Preference given to applicants with prior experience managing and completing all phases of construction for a project of this size and scope.
- Applicants must comply with City of South Bend ordinances and all other federal, state, and local laws and regulations.
- Applicants must agree to hold the South Bend Redevelopment Commission harmless and to indemnify it and the City of South Bend for any damages or costs related to any claim, suit, or demand related to any action occurring as a result of the Applicant’s proposal.
- The Commission reserves the right to reject proposals submitted by Applicants who are not current on property taxes or utility payments for any properties currently owned, or for any other reason deemed to be in the best interest of City.







# SUBMISSION REQUIREMENTS

All proposals must be submitted using the legal name of the organization with whom a contract would be executed and must be signed by an authorized representative. An electronic copy of the submittal, in a single PDF document, shall be submitted to [jrmolnar@southbendin.gov](mailto:jrmolnar@southbendin.gov) with subject line of "Bid: 410 W Wayne" and include each of the following:

## COVER LETTER

Provide a brief cover letter including an overview of the Applicant's organization, the proposed development, and proposed purchase price.

## ORGANIZATIONAL INFORMATION

Detail the qualifications, skills, background, and relevant experience of the organization. Nonprofit applicants must provide a copy of its tax-exempt nonprofit status under Section 501(c)(3) of the Internal Revenue Code.

## NARRATIVE DESCRIPTION

- A description of how the proposed project meets the evaluation criteria and guiding principles associated with the project site.
- The purchase price for project site.
- A description of proposed building type(s). This must include the number of units, approximate unit size and number of bedrooms / baths per unit, and planned price point (market rate vs. subsidized).
- Details about the project post-construction, such as proposed occupancy (i.e., rental, for-sale), overview of marketing plan for selling or renting unit(s), and overview of property maintenance and management plan (if maintaining ownership).

## BUDGET

Provide a clear understanding of the overall project budget and funding source(s) and basic project proforma, including the developer fee.

## TIMELINE

Provide a start-to-finish timeline for the implementation of the project, including timeframes for completion of major milestones.

## EVIDENCE OF FINANCIAL RESPONSIBILITY

Must demonstrate ability to execute proposed project (see form: Statement of Qualification and Financial Responsibility included in this document).

## AFFIDAVIT OF NON-COLLUSION

Applicant shall complete the Affidavit of Non-Collusion on the form provided. The Affidavit is affirmation that the Applicant has not colluded, conspired, connived, or agreed with any other Applicant or person, firm, or corporation regarding any submittal to the Commission.

The Commission shall not be responsible for errors and/or omissions on the part of the Applicant, and the Commission will not be responsible for making interpretations or deleting or correcting errors in calculations. The Commission expressly reserves the right to accept or reject any or all proposals, and to waive any informalities, irregularities, or technical defects if such are deemed, in the Commission's sole opinion, to be immaterial.



# EVALUATION CRITERIA

## RFP REQUIREMENTS

Proposal is complete and meets or exceeds the requirements of this request for proposals.

## CONSISTENCY WITH CITY PLANS AND STUDIES

Proposal is consistent with the goals of River West Development Area.

## DESIGN

The size and character of the proposed development fits the general design principles for the site. Specifically, the building type(s), design, site layout, number of units, materials, and similar considerations will be evaluated. Special attention should be given to connecting the site to Downtown South Bend and addressing the public right of way.

## EXPERIENCE

Applicant has sufficient experience in projects of similar type, size, and complexity.

## FINANCIAL RESPONSIBILITY

The Applicant demonstrates the ability to finance and complete the Proposal in the timeframes stated.

## SUSTAINABILITY

The degree to which sustainability features are incorporated beyond building code requirements.

## PURCHASE PRICE

Proposed purchase price for the city-owned lot(s).

Any other factors which will assure the Commission that the proposal will best serve the interest of the community, both from the standpoint of human and economic welfare and public funds expended.



## PROCESS FOR EVALUATION

The staff of the South Bend Redevelopment Commission will review all submittals to determine whether they are complete and responsive to this RFP. Only submittals that are complete, responsive, and meet all requirements of this RFP will be evaluated. Complete and responsive submittals from qualified applicants will be reviewed in detail as they are submitted. If warranted, the Commission reserves the right to request clarification or additional information from individual applicants. If a bid is accepted, the bid will be publicly recommended at a meeting of the South Bend Redevelopment Commission.

## RESOURCES

South Bend Zoning Ordinance  
TIF Districts  
River West Development Plan

## TIMELINE

Issued RFP: June 27<sup>th</sup>, 2024  
Inquiry Deadline: July 31<sup>st</sup>, 2024  
Proposals Due: August 21<sup>st</sup>, 2024 at 5 p.m.



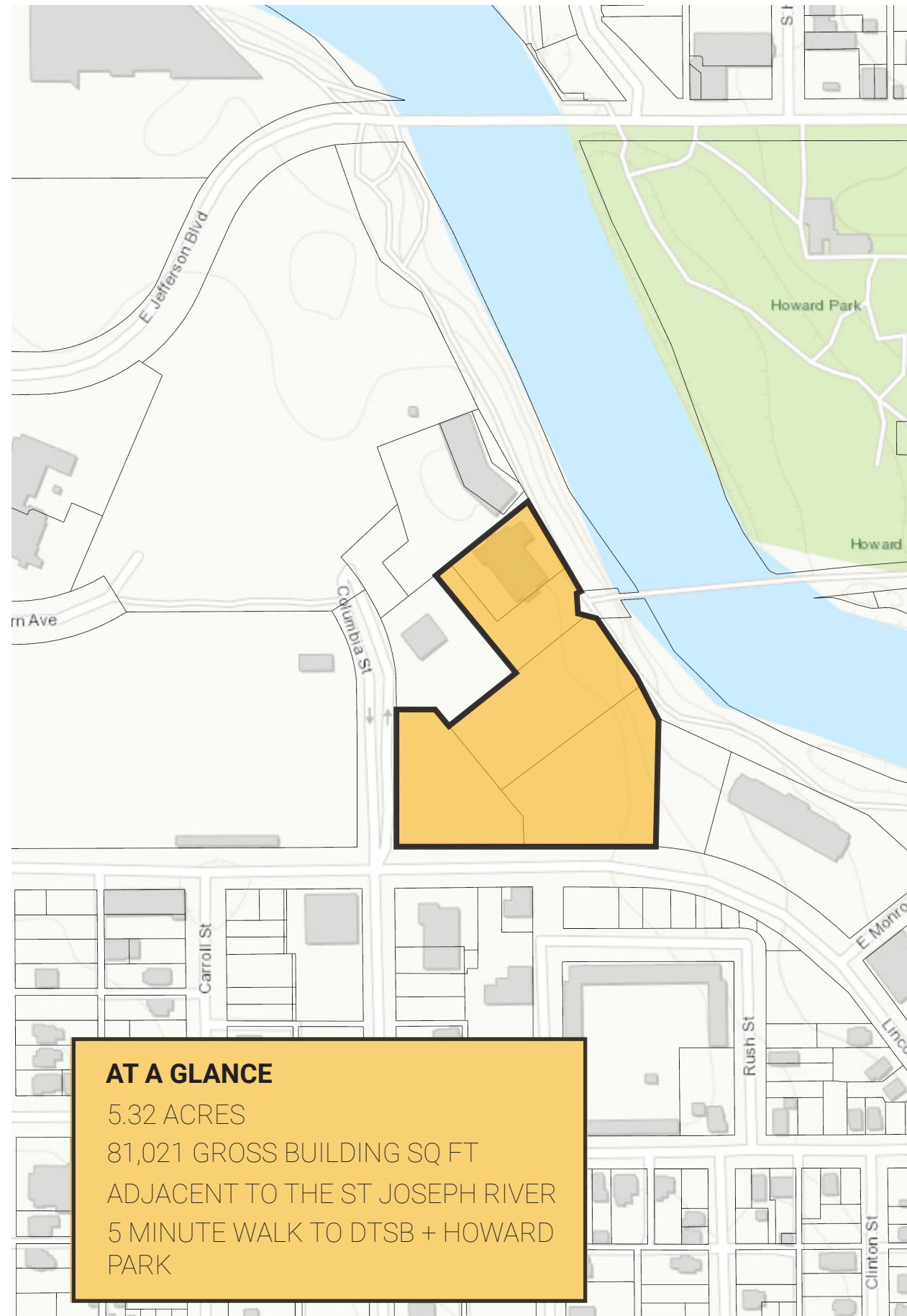
# PURPOSE + OVERVIEW

The South Bend Redevelopment Commission (the “Commission”) is soliciting proposals for a reimagining of the former River Glenn Office Park, with the desire to reconnect the western bank of the St. Joseph River with Downtown South Bend. This 5+ plus acres of land adjacent to the St. Joseph River is ripe for redevelopment and investment, filling a hole in the urban fabric of the city.

The site is on the edge of Downtown South Bend adjacent to the St. Joseph River. The Commission is open to reuse of the current three office buildings on the site but prefers proposals for a full redevelopment of the site. The site is already connected with the recently revamped Howard Park across the St. Joseph River via a pedestrian bridge.

Interested developers should review the Monroe Park Neighborhood Plan to understand the broader vision for the area. The Monroe Park Plan calls for the project site to be transformed into a lively, walkable area with medium to high density residential development with strategically located commercial uses.

This RFP does not commit the Commission to award a contract or pay costs incurred in preparation of a proposal responding to this request. Proposals will be due by August 21<sup>st</sup>, 2024 at 5 p.m. For questions or clarifications, please contact Joseph Molnar at: [jrmolnar@southbendin.gov](mailto:jrmolnar@southbendin.gov) prior to July 31<sup>st</sup>, 2024.



# PROJECT REQUIREMENTS

- Adhere to the general design principles outlined in the Monroe Park Neighborhood Plan;
- Meet zoning ordinance requirements;
- Be urban in building design and site layout;
- Properly address the St. Joseph River and riverwalk;
- Reflect the architectural character of surrounding properties and South Bend’s architectural history; and
- Feature a variety of housing options (size and price points) if housing is included.





## DEVELOPER REQUIREMENTS

- Applicants must be legally incorporated and in good standing or a validly formed not-for profit organization capable of demonstrating proof of tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.
- Preference given to applicants with prior experience managing and completing all phases of construction for a project of this size and scope.
- Applicants must comply with City of South Bend ordinances and all other federal, state, and local laws and regulations.
- Applicants must agree to hold the South Bend Redevelopment Commission harmless and to indemnify it and the City of South Bend for any damages or costs related to any claim, suit, or demand related to any action occurring as a result of the Applicant's proposal.
- The Commission reserves the right to reject proposals submitted by Applicants who are not current on property taxes or utility payments for any properties currently owned, or for any other reason deemed to be in the best interest of City.



## SUBMISSION REQUIREMENTS

All proposals must be submitted using the legal name of the organization with whom a contract would be executed and must be signed by an authorized representative. An electronic copy of the submittal, in a single PDF document, shall be submitted to [jrmolnar@southbendin.gov](mailto:jrmolnar@southbendin.gov) with subject line of "Bid: Former River Glen Redevelopment" and include each of the following:

### COVER LETTER

Provide a brief cover letter including an overview of the Applicant's organization, the proposed development, and proposed purchase price.

### ORGANIZATIONAL INFORMATION

Detail the qualifications, skills, background, and relevant experience of the organization. Nonprofit applicants must provide a copy of its tax-exempt nonprofit status under Section 501(c)(3) of the Internal Revenue Code.

### NARRATIVE DESCRIPTION

- A description of how the proposed project meets the evaluation criteria and guiding principles associated with each individual project site.
- The purchase price for project site.
- A description of proposed building type(s). This must include the number of units, approximate unit size and number of bedrooms / baths per unit, and planned price point (market rate vs. subsidized).
- Details about the project post-construction, such as proposed occupancy (i.e., rental, for-sale), overview of marketing plan for selling or renting unit(s), and overview of property maintenance and management plan (if maintaining ownership).

### BUDGET

Provide a clear understanding of the overall project budget and funding source(s) and basic project proforma, including the developer fee.

### TIMELINE

Provide a start-to-finish timeline for the implementation of the project, including timeframes for completion of major milestones.

### EVIDENCE OF FINANCIAL RESPONSIBILITY

Must demonstrate ability to execute proposed project (see form: Statement of Qualification and Financial Responsibility included in this document).

### AFFIDAVIT OF NON-COLLUSION

Applicant shall complete the Affidavit of Non-Collusion on the form provided. The Affidavit is affirmation that the Applicant has not colluded, conspired, connived, or agreed with any other Applicant or person, firm, or corporation regarding any submittal to the Commission.

The Commission shall not be responsible for errors and/or omissions on the part of the Applicant, and the Commission will not be responsible for making interpretations or deleting or correcting errors in calculations. The Commission expressly reserves the right to accept or reject any or all proposals, and to waive any informalities, irregularities, or technical defects if such are deemed, in the Commission's sole opinion, to be immaterial.



# EVALUATION CRITERIA

## RFP REQUIREMENTS

Proposal is complete and meets or exceeds the requirements of this request for proposals.

## CONSISTENCY WITH CITY PLANS AND STUDIES

Proposal is consistent with the goals of River West Development Area and the Monroe Park Neighborhood plan.

## DESIGN

The size and character of the proposed development fits the general design principles for the site. Specifically, the building type(s), design, site layout, number of units, materials, and similar considerations will be evaluated. Special attention should be given to connecting the site to Downtown South Bend and highlighting the St. Joseph River.

## EXPERIENCE

Applicant has sufficient experience and a successful track record of projects of similar type, size, and complexity.

## FINANCIAL RESPONSIBILITY

The Applicant demonstrates the ability to finance and complete the Proposal in the timeframes stated.

## SUSTAINABILITY

The degree to which sustainability features are incorporated beyond building code requirements.

## PURCHASE PRICE

Proposed purchase price for the city-owned lot(s).

## PROJECT SCOPE

A competitive project, for example, may include demolition of the office building and construction of a 100+ unit multifamily building and 40+ townhomes.

Any other factors which will assure the Commission that the proposal will best serve the interest of the community, both from the standpoint of human and economic welfare and public funds expended.



## PROCESS FOR EVALUATION

The staff of the South Bend Redevelopment Commission will review all submittals to determine whether they are complete and responsive to this RFP. Only submittals that are complete, responsive, and meet all requirements of this RFP will be evaluated. Complete and responsive submittals from qualified applicants will be reviewed in detail as they are submitted. If warranted, the Commission reserves the right to request clarification or additional information from individual applicants. If a bid is accepted, the bid will be publicly recommended at a meeting of the South Bend Redevelopment Commission.

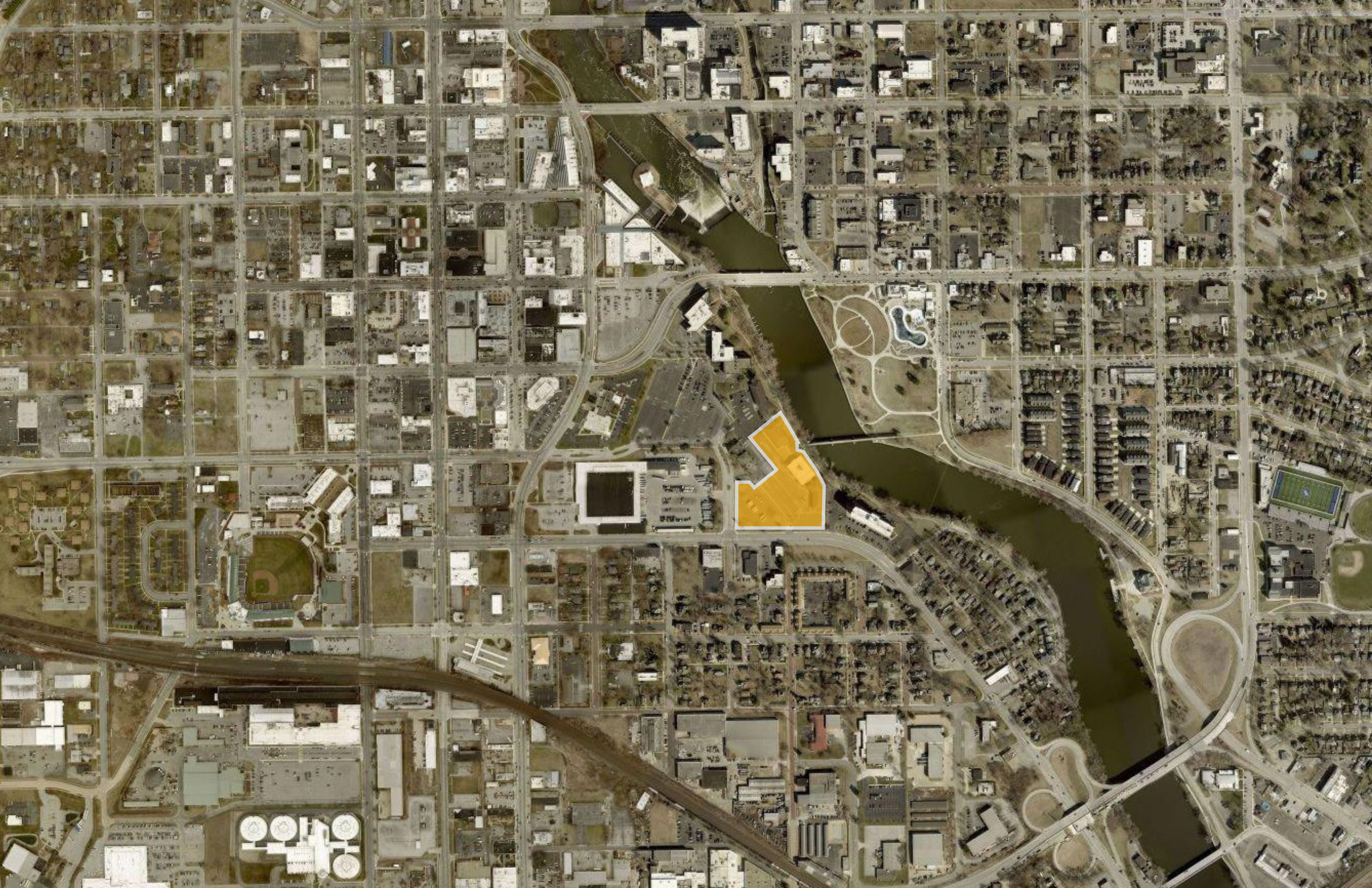
## RESOURCES

Monroe Park Neighborhood Plan  
South Bend Zoning Ordinance  
TIF Districts  
River West Development Plan

## TIMELINE

Issued RFP: June 27<sup>th</sup>, 2024  
Inquiry Deadline: July 31<sup>st</sup>, 2024  
Proposals Due: August 21<sup>st</sup>, 2024 at 5 p.m.









# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 6/20/2024  
FROM: Chana Roschyk, Project Engineer  
SUBJECT: 124-023 Potawatomi Park Improvements

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

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

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

APPROVED  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

#### PURPOSE OF REQUEST:

Request funding of \$300,000 for Design of Potawatomi Park Improvements Phase 1.

#### Specifics:

The Design of Potawatomi Park Improvements Phase 1 includes the following components:

Project Design includes the following necessary elements:

1. Prepare plans to remove all existing features and materials associated with the existing pool.
2. Reconstruct Wall Street while holding the north curb alignment and minimize elevation change of north curb line to minimize impact to trees.
3. Greenlawn Avenue roadway improvement.
4. Traffic Circle at Greenlawn Avenue and Wall Street.
5. Walking Path Through the Park.
6. Evaluate existing water main from Mishawaka Avenue to Wall Street to determine if upgrade replacement is recommended.
7. Review any necessary tree removals with City Forester.

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