



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, August 8, 2024 – 9:30 a.m.

<https://tinyurl.com/RDC08082024> 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 June 13, 2024
- B. Minutes of the Regular Meeting of June 27, 2024

### 3. Approval of Claims

- A. Claims Allowance 07.24.2024
- B. Claims Allowance 07.31.2024

### 4. Old Business

- A. None

### 5. New Business

- A. Redevelopment Fund (a.k.a. Pokagon Fund)
  - 1. Budget Request (NNRO/Habitat for Humanity Turnock Street Donation Agreement)
- B. River West Development Area
  - 1. Development Agreement (St. Joseph County Airport Authority)
  - 2. First Amendment to Temporary Access Agreement (Momentum Development Group)
  - 3. First Amendment to Real Estate Option Agreement (Momentum Development Group)
  - 4. Development Agreement (Momentum Development Group/SoMa Capital)
  - 5. Budget Request (Coal Line Trail Phase III Design)
  - 6. Budget Request (On-Call Structural Engineering Services)
  - 7. Budget Request (Drewrys Demolition)
  - 8. Donation Agreement (Studebaker Museum)
- C. River East Development Area
  - 1. Budget Request (Former YMCA Building – 1201 Northside Blvd.)
- D. River East Residential Development Area
  - 1. Budget Request (Angela Blvd. Improvements)



South Bend

# Redevelopment Commission

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

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## 6. Progress Reports

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

## 7. Next Commission Meeting

Thursday, August 22, 2024, 9:30 a.m.



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

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SOUTH BEND REDEVELOPMENT COMMISSION  
June 13, 2024, at 9:30 a.m.  
BPW Conference Room, 13<sup>th</sup> Floor, County-City Building  
<https://tinyurl.com/RedevelopmentCommission>

The South Bend Redevelopment Commission was called to order at 9:31 a.m.

President Troy Warner presiding.

### 1. ROLL CALL

Members Present: Troy Warner, President  
David Relos, Vice President  
Vivian Sallie, Secretary  
Marcia Jones, Commissioner

Members Virtually: None

Members Absent: Eli Wax, Commissioner  
Leslie Wesley, Commissioner

Legal Staff: Sandra Kennedy, Corporation Council (virtual)  
Danielle Campbell Weiss, Asst. City Attorney

Redevelopment Staff: Erik Glavich, Director of Growth and Opportunity, DCI  
Rosa Tomas, Director of Finance, DCI  
Joseph Molnar, Property Manager, DCI  
Elizabeth Mayorga, Board Secretary Backup (virtual)

Others Present: Rebecca Plantz, Asst. City Engineer  
Matt Barrett, Resident  
David Matthews, Resident  
Jordan Richardson, Property Bros LLC

## 2. Approval of Minutes

- A. Approval of Minutes of the Regular Meeting of Thursday, April 25, 2024
- B. Approval of Minutes of the Regular Meeting of Thursday, May 23, 2024

President Troy Warner tabled both minutes due to transcription errors in the documents provided to the Commission for their review.

## 3. Approval of Claims

- A. Claims Allowances 05.28.2024
- B. Claims Allowances 06.04.2024

Upon a motion by Commissioner Marcia Jones, second by Secretary Vivian Sallie, the motion carried unanimously, the Commission approved the claims allowances of May 28, 2024, and June 4, 2024.

## 4. Old Business

- A. None

## 5. New Business

- A. River West Development Area

- 1. Purchase Agreement (Property Bros, LLC.)
- 2. Development Agreement (Property Bros, LLC.)

Erik Glavich, Director of Growth and Opportunity, Department of Community Investment, presented items 5A1 Purchase Agreement and 5A2 Development Agreement for Property Bros, LLC. Under the purchase agreement, Property Bros LLC will purchase 3 additional parcels near 2 existing parcels Property Bros, LLC. already owns. The company has started constructing a duplex that is receiving support from the RDC from September 2023 development agreement. Property Bros, LLC. commits to have 5 duplexes using the City pre-approved plans. The investment will be \$1.575 million, and the complete construction will be within 36 months of closing. The staff propose a new development agreement with the developer to provide \$25k per duplex for the three parcels. The development agreement is separate from the purchase agreement, and it would only impact on the three new parcels. The estimated investment is \$925k for the development agreement. The completion date aligns with the purchase agreement.

Jordan Richardson (Property Bros LLC) presented on the project.

Upon a motion by Secretary Vivian Sallie to approve item number 1, second by Commissioner Marcia Jones, the motion carried unanimously, the Commission approved item 5A1 Purchase Agreement (Property Bros, LLC.) presented on June 13, 2024.

Upon a motion by Secretary Vivian Sallie to approve item number 2, second by Commissioner Marcia Jones, the motion carried unanimously, the Commission approved item 5A2 Development Agreement (Property Bros, LLC.) presented on June 13, 2024.

**B. Douglas Road Development Area**

**1. Utility Relocation (Douglas Road)**

Rebecca Plantz, Assistant City Engineer in the Department of Engineering, presented item B1 Utility Relocation (Douglas Road), which would allocate \$349k for additional work on Douglas Road. This would include a new 12-inch ductile iron water main, additional replacement of water services in conflict, an additional sanitary drop manhole, and a sanitary pipelining material change.

Upon a motion by Vice President David Relos to approve the request, second by Secretary Vivian Sallie, the motion carried unanimously, the Commission approved item B1 Utility Relocation (Douglas Road) presented on June 13, 2024.

**6. Progress Reports**

**A. Tax Abatement**

Erik Glavich noted no new tax abatements have been approved. Council did begin conversations on a resolution that would extend the designation period retroactivity for 300 E LaSalle, however the item was tabled until next Council meeting.

David Matthews asked about whether there would be an opportunity to make a public comment. President Troy Warner responded that the Commission would not permit public comment on the tax abatement progress report. Mr. Matthews inquired whether an executive session with the Commission was possible. Danielle Campbell Weiss, Asst. City Attorney, asserted that an executive session following the meeting was not possible because a 48-hour notice is required.

**B. Common Council**

None

C. Other

None

**7. Next Commission Meeting**

Thursday, June 27, 2024, 9:30 a.m.

**8. Adjournment**

Thursday, June 13, 2024, 10:00 a.m.

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Vivian G. Sallie, Secretary

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Troy Warner, President



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

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SOUTH BEND REDEVELOPMENT COMMISSION  
June 27, 2024, at 9:30 a.m.  
BPW Conference Room, 13<sup>th</sup> Floor, County-City Building  
<https://tinyurl.com/RedevelopmentCommission>

The South Bend Redevelopment Commission was called to order at 9:30 a.m.

President Troy Warner presiding.

### 1. ROLL CALL

Members Present: Troy Warner, President  
David Relos, Vice President  
Vivian Sallie, Secretary  
Marcia Jones, Commissioner

Members Virtually: Leslie Wesley, Commissioner

Members Absent: Eli Wax, Commissioner

Legal Staff: Sandra Kennedy, Corporation Council (virtual)  
Danielle Campbell Weiss, Asst. City Attorney

Redevelopment Staff: Caleb Bauer, Exec. Director, DCI  
Sarah Schaefer, Deputy Director, DCI  
Erik Glavich, Director of Growth and Opportunity, DCI  
Rosa Tomas, Director of Finance, DCI  
Joseph Molnar, Property Manager, DCI  
Elizabeth Mayorga, Board Secretary Backup (virtual)

Others Present: Council Member Rachel Tomas Morgan, At-Large  
Tim Corcoran, Director of Planning, DCI  
Chana Roschyk, Project Engineer, Dept. of Public Works  
Matt Barrett, 110 S. Niles Ave.  
Charlotte Pfeiffer, 466 Works

Anne Mannix, consultant for 466 Works  
Steven Meyer, CEO, Intend Indiana  
Jeb Reece, Assoc. Director for Land Banking and  
Strategic Planning, Intend Indiana  
Mark Neal, Hibberd Group  
David Matthews, Resident

## **2. Approval of Minutes**

### **A. Approval of Minutes of the Regular Meeting of Thursday, April 25, 2024**

Upon a motion by Secretary Vivian Sallie to approve the minutes, second by Vice President David Relos, the motion carried unanimously; the Commission approved the minutes of the regular meeting of April 25, 2024.

## **3. Approval of Claims**

### **A. Claims Allowances 06.11.2024**

Upon a motion by Secretary Vivian Sallie to move to approve item 3A, second by Vice President David Relos, the motion carried unanimously; the Commission approved the claims allowances of June 11, 2024

### **B. Claims Allowances 06.18.2024**

Upon a motion by Commissioner Marcia Jones to approve item 3B, second by Secretary Vivian Sallie, the motion carried unanimously; the Commission approved the claims allowances of June 18, 2024.

## **4. Old Business**

### **A. River Glen Bid Opening**

Joseph Molnar, Property Manager of Department of Community Investment, noted item 4A on River Glen Bid Opening. The deadline for the disposition was today. The staff did not receive bids.

## **5. New Business**

### **A. South Side Development Area**

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



Erik Glavich, Director of Growth and Opportunity, presented both items A1 Resolution No. 3602 (466 Works) and A2 Development Agreement (466 Works) to the Commission, which allow the staff to move forward with an EDC Statute loan for 466 Works Community Development Corporation.

The loan would support a project that 466 Works will be undertaking for the next three years to build 30 single-family houses on the southeast side near Riley High School. The total cost is an upward of \$8.8 million. The City support for this project would be through a \$3.5 million forgivable loan through the South Side Development Area TIF. The private investment commitment from 466 Works is \$5.283 million and the target completion date would be the end of 2027. At least 12 of the homes would be sold to households at 120% or less of the local area median income (AMI) as defined by HUD.

The Development Agreement establishes the developer's commitments, and the resolution that would authorize the use of the TIF funds to be used in the form of a forgivable loan.

Charlotte Pfeifer, a founding member and present Secretary of 466 Works, presented to the commission a deck of slides and introduced Anne Mannix who is one of their consultants.

A question-and-answer session followed.

Upon a motion by Vice President David Relos to approve Resolution No. 3602, second by Secretary Vivian Sallie, the motion carried unanimously, the Commission approved the Resolution No. 3602 (466 Works) presented on July 27, 2024.

President Troy Warner made motion to approve the development agreement for 466 Works contingent upon taxes being current.

Upon a motion by Vice President David Relos to approve item the development agreement on contingent upon taxes being current, seconded by Secretary Vivian Sallie, the motion carried unanimously, the Commission approved the Development Agreement (466 Works) presented on July 27, 2024.

Statement

Upon a motion by Vice President David Relos to approve item 5A2 (development agreement) contingent upon taxes being current, second by Secretary Vivian Sallie, the motion carried unanimously; the Commission approved the Development Agreement (466 Works) contingent up on presented on July 27, 2024.

B. River West Development Area

1. Resolution No. 3603 (Affordable HomeMatters Indiana/Intend Indiana)
2. Development Agreement (Affordable HomeMatters Indiana/Intend Indiana)

Erik Glavich presented item B1 Resolution No. 3603 (Affordable HomeMatters Indiana/Intend Indiana) and item B2 the Development Agreement (Affordable HomeMatters Indiana/Intend Indiana). The Lincolnway Park Scattered Site Infill Housing Project would see the construction of 92 new single-family homes. The total project cost is estimated to be \$25 million. The EDC Statute forgivable loan is for \$5 million in TIF. The private investment for the development agreement is \$20 million, and it is a five-year project. The anticipate completion date is by the end of 2029. At least 40 homes will be sold to households below 80% AMI, at least 17 homes will be sold to households between 80% and 120% AMI, and the remainder will be sold at the market rate.

Jeb Reece and Steven Meyer presented background of Intend Indiana and Affordable HomeMatters.

Matt Barrett inquired as to whether there was an inaccuracy between the resolution and the development agreement, primarily with the number of homes to be sold to households below 80% AMI. Caleb Bauer, Exec. Director of DCI, asked if the Commissioners would make a motion to correct the resolution so that (1) the number on the resolution—showing that the commitment is to sell at least 40 houses to households earning less than 40% AMI—is correct and (2) to correct Appendix B of the development agreement to accurately reflect that at least 40 homes will be sold to households below 80% AMI, at least 17 homes will be sold to households between 80% and 120% AMI, and the remainder will be sold at the market rate.

Council Member Rachel Tomas Morgan expressed her support for the project.

Upon a motion by Secretary Vivian Sallie to approve the resolution agreement contingent upon staff correcting the first page of the resolution (third “whereas” clause) to reflect that the developer is to sell at least 40 houses to households earning less than 40% AMI, second by Commissioner Marcia Jones, the motion carried unanimously; the Commission approved the Resolution No. 3603 (Affordable HomeMatters Indiana/Intend Indiana) with the contingency as presented on July 27, 2024.

Upon a motion by Vice President David Relos to approve the development agreement with staff changes to Appendix B, second by Secretary Vivian Sallie, the motion carried unanimously; the Commission approved the Development Agreement (Affordable HomeMatters Indiana/Intend Indiana) with the required changes to Appendix B as presented on July 27, 2024.

3. Second Amendment to License Agreement (Hibberd Parking Lot)

Joseph Molnar, Property Manager, Department of Community Investment, presented on B3 for a parking lot at 322 S. Lafayette. The Hibberd Group and the RDC entered into a License Agreement for Hibberd Building use of the parking lot.

This second amount would allow Hibberd Group to repair and resurface the parking lot, and the RDC would accept the costs in lieu of rent payment until the forgiven rent is equal to the costs incurred.

Upon a motion by Vice President David Relos to approve the Second Amendment to License Agreement (Hibberd Parking Lot), seconded by Commissioner Marcia, the motion carried unanimously, the Commission approved the Second Amendment to License Agreement (Hibberd Parking Lot) presented on July 27, 2024.

President Troy Warner noted Vice President David Relos has left, the Commission is still with Quorum with three members.

4. Budget Request (Portage Prairie Water Main Extension Design)

Vice President David Relos left the meeting. President Troy Warner asserted for the record that the Commission was still with quorum with three members present.

Chana Roschyk, Project Engineer, presented on item B4 the Budget Request for the Portage Prairie Water Main Extension Design. Caleb Baur provided existed context.

Upon a motion by Secretary Vivian Secretary Vivian Sallie, to approve item B4 the Budget Request (Portage Prairie Water Main Extension Design), seconded by Commissioner Marcia Jones, the motion carried unanimously; the Commission approved the Budget Request (Portage Prairie Water Main Extension Design) presented on July 27, 2024.

5. Budget Request (Lincoln Way East and Miami Intersection Design)

Tim Corcran, Director of Planning, and Chana Roschyk presented item B5 Budget Request for Lincoln Way East and Miami Intersection design. Caleb Bauer added additional information on the scope of the request.

Upon a motion by Secretary Vivian Sallie to approve item B5 the Budget Request (Lincoln Way East and Miami Intersection Design), seconded by Commissioner Marcia Jones, the motion carried unanimously; the Commission approved the Budget Request (Lincoln Way East and Miami Intersection Design) presented on July 27, 2024.

6. Request for Proposals (410 West Wayne St.)

Joseph Molnar and Caleb Bauer presented item B6 the Request for Proposals for 410 West Wayne Street.

Upon a motion by Secretary Vivian Sallie, to approve item B6 Request for Proposals (410 West Wayne St.), seconded by Commissioner Marcia Jones, the motion carried unanimously; the Commission approved the Request for Proposals (410 West Wayne St.) presented on July 27, 2024.

7. Request for Proposals (River Glen)

Joseph Molnar and Caleb Bauer presented item B7 the Request for Proposals for River Glen.

Upon a motion by Secretary Vivian Sallie, to approve item B7 the Request for Proposals (River Glen), seconded by Commissioner Marcia Jones, the motion carried unanimously; the Commission approved the Request for Proposals (River Glen) presented on July 27, 2024.

C. River East Development Area

1. Budget Request (Potawatomi Park Phase 1 Design)

Chana Roschyk and Caleb Bauer presented item C1 Budget Request (Potawatomi Park Phase 1 Design).

David Matthews commented that he had a letter for the Commission and inquired about an executive session. President Troy Warner commented that the Commission is looking at dates for when an

executive session can be held, likely after a regular meeting of the Commission.

Upon a motion by Secretary Vivian Sallie, to approve item C1 Budget Request (Potawatomi Park Phase 1 Design), second by Commissioner Marcia Jones, the motion carried unanimously; the Commission approved the Budget Request (Potawatomi Park Phase 1 Design) presented on July 27, 2024

**6. Progress Reports**

A. Tax Abatement

None

B. Common Council

None

C. Other

Joseph Molnar noted that Cultivate is officially up and running and reminded Commissioners that the Commission approved the purchase agreement with Cultivate and transferred the land for expansion of their cold storage facility. Then the staff will bring to the Commission a certificate of completion for the purchase agreement after reviewing building data.

Joseph Molnar also stated that Real America has officially broke ground.

**7. Next Commission Meeting**

Thursday, July 11, 2024, 9:30 a.m.

**8. Adjournment**

Thursday, June 27, 2024, 10:45 a.m.

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Vivian G. Sallie, Secretary

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Troy Warner, President



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

To: South Bend Redevelopment Commission  
From: Kyle Willis, City Controller  
Date: Wednesday, July 24, 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-0084169	\$251,868.66
GBLN-0084764	\$1,326,535.69
GBLN-0000000	\$0.00
Total:	<u>\$1,578,404.35</u>

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Kyle Willis

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

South Bend Redevelopment Commission

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

Date:

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

Name:

**Expenditure approval**

RDC Payments-7/16/24 Pymt Run

GBLN-0084169

**Payment method:** CHK-Total  
**Voucher:** RDCP-00028815  
**Payment date:** 7/16/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000107	AMERICAN STRUCTUREPOI NT INC	177101	Beacon District Project - SBMF Demo PSA - Design	7/19/2024	\$95,157.22	324-10-102-121-431000-- PROJ00000528	PO-0029313

**Payment method:** CHK-Total  
**Voucher:** RDCP-00028816  
**Payment date:** 7/16/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000472	DLZ INDIANA LLC	600870	Safe Routes to School (SRTS) Kennedy Academy - Design	5/26/2024	\$19,910.00	324-10-102-121-431002-- PROJ00000411	PO-0023413

**Payment method:** CHK-Total  
**Voucher:** RDCP-00028817  
**Payment date:** 7/16/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001012	LOCHMUELLER GROUP INC	314710	PE Services for Coal Line Trail Phase III	7/25/2024	\$5,316.17	324-10-102-121-444000-- PROJ00000314	PO-0027674
V-00001012	LOCHMUELLER GROUP INC	314710	PE Services for Coal Line Trail Phase III	7/25/2024	\$13,329.07	324-10-102-121-431002-- PROJ00000314	PO-0027674
V-00001012	LOCHMUELLER GROUP INC	515495	Seitz Park Project - Change order #2	7/26/2024	\$8,432.90	436-10-102-121-444000-- PROJ00000079	PO-0007779
V-00001012	LOCHMUELLER GROUP INC	515495	Seitz Park Project - Change order #3	7/26/2024	\$24,131.15	436-10-102-121-444000-- PROJ00000079	PO-0007779
V-00001012	LOCHMUELLER GROUP INC	515459	Seitz Park Project - Change order #3	6/30/2024	\$8,427.15	436-10-102-121-444000-- PROJ00000079	PO-0007779

**Payment method:** ACH-Total



**Voucher:** RDCP-00028818  
**Payment date:** 7/16/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001496	SHIVE HATTERY INC	217220187018	Fire Station 8 Final Design	7/26/2024	\$4,521.70	430-10-102-121-431002-- PROJ00000355	PO-0021515

**Payment method:** CHK-Total  
**Voucher:** RDCP-00028819  
**Payment date:** 7/16/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001550	SOUTH BEND PUBLIC TRANSPORTATI ON	25775	Commuters Trust - Adult Day Bus Passes	7/24/2024	\$4,200.00	433-10-102-123-439300-- PROJ00000383	PO-0032408

**Payment method:** CHK-Total  
**Voucher:** RDCP-00028820  
**Payment date:** 7/16/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00013479	Borkholder Buildings & Supply LLC	2406997398	Property Bros Development Project - 614 Sherman - lumber	7/24/2024	\$2,583.19	324-10-102-121-431000-- PROJ00000491	PO-0031490
V-00013479	Borkholder Buildings & Supply LLC	2406996931	Property Bros Development Project - 614 Sherman - lumber	7/18/2024	\$1,864.87	324-10-102-121-431000-- PROJ00000491	PO-0031490
V-00013479	Borkholder Buildings & Supply LLC	2406997228	Property Bros Development Project - 614 Sherman - lumber	7/20/2024	\$432.78	324-10-102-121-431000-- PROJ00000491	PO-0031490
V-00013479	Borkholder Buildings & Supply LLC	2406996930	Property Bros Development Project - 614 Sherman - lumber	7/18/2024	\$1,769.52	324-10-102-121-431000-- PROJ00000491	PO-0031490
V-00013479	Borkholder Buildings & Supply LLC	2406996577	Property Bros Development Project - 614 Sherman - lumber	7/12/2024	\$3,547.06	324-10-102-121-431000-- PROJ00000491	PO-0031490
V-00013479	Borkholder Buildings & Supply LLC	2406996691	Property Bros Development Project - 614 Sherman - lumber	7/13/2024	\$579.12	324-10-102-121-431000-- PROJ00000491	PO-0031490
V-00013479	Borkholder Buildings & Supply LLC	2406996430	Property Bros Development Project - 614 Sherman - lumber	7/11/2024	\$2,100.72	324-10-102-121-431000-- PROJ00000491	PO-0032359

V-00013479	Borkholder Buildings & Supply LLC	2406996430	Property Bros Development Project - Sherman Ave TIF - Shingles	7/11/2024	\$2,583.19	324-10-102-121-431000-- PROJ00000491	PO-0032359
V-00013479	Borkholder Buildings & Supply LLC	2406996319	Property Bros Development Project - 614 Sherman - lumber	7/10/2024	\$4,113.66	324-10-102-121-431000-- PROJ00000491	PO-0031490

**Payment method:** ACH-Total  
**Voucher:** RDCP-00028821  
**Payment date:** 7/16/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00013741	Legacy25, Inc.	DRAW #5	Diamond View Apartments LIHTC - 60-Unit Affordable	7/16/2024	\$48,869.19	324-10-102-121-444000-- PROJ00000537	PO-0032443

**Expenditure approval**

RDC Payments-7/23/24 Pymt Run

GBLN-0084764

**Payment method:** ACH-Total  
**Voucher:** RDCP-00029015  
**Payment date:** 7/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000019	ABONMARCHE CONSULTANTS OF IN	152766	Monroe Circle Demo PSA - Change Order-Construction Admin	7/27/2024	\$2,283.20	324-10-102-121-444000-- PROJ00000440	PO-0024349

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029016  
**Payment date:** 7/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000472	DLZ INDIANA LLC	601448	Byer's Softball Complex 2024 Renovation - Design Services	7/27/2024	\$33,478.75	324-10-102-121-431000-- PROJ00000498	PO-0029730
V-00000472	DLZ INDIANA LLC	601667	Safe Routes to School (SRTS) Kennedy Academy - Design	7/28/2024	\$62,005.00	324-10-102-121-431002-- PROJ00000411	PO-0023413

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029017  
**Payment date:** 7/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000476	DONOHUE & ASSOCIATES	1329838	South Well Field Improvements - Amendment #3	7/20/2024	\$4,672.50	430-10-102-121-431002-- PROJ00000082	PO-0000038

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029018  
**Payment date:** 7/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00000918	JONES PETRIE RAFINSKI	49379	Four Winds Field Renovation and Expansion - Change order Design Development	7/30/2024	\$167,673.92	324-10-102-121-444000-- PROJ00000454	PO-0024886
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**Payment method:** CHK-Total  
**Voucher:** RDCP-00029019  
**Payment date:** 7/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001411	RIETH RILEY CONSTRUCTIO N	PA/5-123-024	2023 Contractor Paving - Change Order #1A Rebuilding our Streets	7/28/2024	\$58,400.45	324-10-102-121-442001-- PROJ00000420	PO-0025433
V-00001411	RIETH RILEY CONSTRUCTIO N	PA/6-123-024	2023 Contractor Paving - Change Order #1A Rebuilding our Streets	7/28/2024	\$93,900.39	324-10-102-121-442001-- PROJ00000420	PO-0025433
V-00001411	RIETH RILEY CONSTRUCTIO N	PA/6-123-024	2023 Contractor Paving - Change Order #1B Rebuilding our Streets	7/28/2024	\$23,303.02	430-10-102-121-442001-- PROJ00000420	PO-0025433

**Payment method:** ACH-Total  
**Voucher:** RDCP-00029020  
**Payment date:** 7/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001685	TORTI GALLAS AND PARTNERS INC	74053	PSA - Downtown Planning Charrette	7/30/2024	\$38,750.00	324-10-102-121-431000-- PROJ00000440	PO-0030569

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029021  
**Payment date:** 7/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001712	UBER TECHNOLOGIES INC	1AA932	Commuters Trust - Ride Guarantee Program	7/31/2024	\$492.43	433-10-102-123-439300-- PROJ00000383	PO-0032361

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029022

**Payment date:** 7/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001875	ZIOLKOWSKI CONSTRUCTIO N	APP #33	Seit zPark Project Reconstruction -Change order #10	7/30/2024	\$346,585.16	436-10-102-121-444000-- PROJ00000079	PO-0006342

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029023  
**Payment date:** 7/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00003121	THK Law, LLP	18	Legal Services - 300 E. Lasalle / CCD	7/31/2024	\$5,132.50	429-10-102-121-431001--	PO-0029493

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029024  
**Payment date:** 7/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00012241	Garmong Construction Services	APP #8	MLK Dream Center	7/30/2024	\$449,298.82	324-10-102-121-443001-- PROJ00000298	PO-0027136

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029025  
**Payment date:** 7/23/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00013544	RCLCO	9043329	Downtown Master Plan - Comprehensive Market Analysis for Downtown SB	7/30/2024	\$14,670.00	324-10-102-121-431000-- PROJ00000531	PO-0030571

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029026  
**Payment date:** 7/23/2024

<b>Vendor #</b>	<b>Name</b>	<b>Invoice #</b>	<b>Line description</b>	<b>Due date</b>	<b>Invoice amount</b>	<b>Financial dimensions</b>	<b>Purchase order</b>
V-00013835	Walker Consultants, Inc.	130042370002	Monroe Circle Demo & HUD -Downtown Parking Study / Reimbursable Expenses	7/27/2024	\$25,889.55	324-10-102-121-431000-- PROJ00000440	PO-0031405

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

To: South Bend Redevelopment Commission  
From: Kyle Willis, City Controller  
Date: Wednesday, July 31, 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-0085138	\$142,268.39
GBLN-0085595	\$1,919,687.11
GBLN-0000000	\$0.00
Total:	<u>\$2,061,955.50</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:

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

Name:



**Expenditure approval**

RDC Payments-7/30/24 Pymt Run

GBLN-0085138

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029215  
**Payment date:** 7/30/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000107	AMERICAN STRUCTUREPOI NT INC	177384	Leeper Ave Bridge Repairs Project - Leeper Ave Bridge Decking	7/24/2024	\$15,435.28	429-10-102-121-442001-- PROJ00000521	PO-0031598

**Payment method:** ACH-Total  
**Voucher:** RDCP-00029216  
**Payment date:** 7/30/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000526	ENFOCUS INC	1201804906	High Skill Immigration - enFocus partnership	8/4/2024	\$25,000.00	433-10-102-123-439300-- PROJ00000417	PO-0023112
V-00000526	ENFOCUS INC	1201804904	High Skill Immigration - Immigration/employment services	8/4/2024	\$4,166.67	433-10-102-123-439300-- PROJ00000417	PO-0024644

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029217  
**Payment date:** 7/30/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00004725	Hanson Professional Services Inc	ARIV1007296	SBCC Traffic Impact Study - Professional Services	8/4/2024	\$2,497.00	324-10-102-121-431000-- PROJ00000462	PO-0027207

**Payment method:** ACH-Total  
**Voucher:** RDCP-00029218  
**Payment date:** 7/30/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00012256	Urban Design Associates, Ltd	62439	Downtown Master Plan - Economic development consultant	8/8/2024	\$86,795.10	324-10-102-121-431000-- PROJ00000531	PO-0030142
V-00012256	Urban Design Associates, Ltd	62440	UDA 2023 Profession Fee +Expenses	8/8/2024	\$7,494.34	324-10-102-121-431000-- PROJ00000440	PO-0026778

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**Payment method:** CHK-Total  
**Voucher:** RDCP-00029219  
**Payment date:** 7/30/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00013716	Richard Custom Concrete LLC	274	614 Sherman TIF - Foundation - Property Bros Development	8/7/2024	\$880.00	324-10-102-121-431000-- PROJ00000491	PO-0030822

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**Expenditure approval**

RDC Payments-July 2024 Wires

GBLN-0085595

**Payment method:** Wire-Total  
**Voucher:** RDCP-00029415  
**Payment date:** 7/26/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001077	MERIDIAN TITLE CORP	2413641	Lot 11 Purchase - 226 North Main St. - Hoffman Hotel Apartments	7/26/2024	\$754.61	324-10-102-121-431000--	PO-0032772

**Payment method:** Wire-Total  
**Voucher:** RDCP-00029416  
**Payment date:** 7/12/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	34638	2019 South Shore Bonds Lease Rental Payment - Transfer to Fund 352	7/12/2024	\$520,000.00	324-10-102-121-452000- DS0200-	
V-00001743	US BANK	34644	2022 Morris Performing Arts Center Revenue Bonds - Transfer to Fund 752	7/12/2024	\$190,500.00	433-10-102-121-452000- DS0221-	
V-00001743	US BANK	34639	2022 Economic Develop Revenue Bonds (Zoo Project) - Transfer to Fund 755	7/12/2024	\$191,500.00	433-10-102-121-452000- DS0222-	

**Payment method:** Wire-Total  
**Voucher:** RDCP-00029417  
**Payment date:** 7/15/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	34640	2015 SB RDA Lease Rental Revenue Bond	7/15/2024	\$856,500.00	324-10-102-121-452000- DS0135-	

**Payment method:** Wire-Total  
**Voucher:** RDCP-00029418  
**Payment date:** 7/29/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00001743

US BANK

2599649

2020 TIF Library Bonds

7/29/2024

\$160,432.50

324-00-000-000-102042-  
DS0210-

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# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 8/5/2024  
FROM: Joseph Molnar  
SUBJECT: Northeast Neighborhood Revitalization Org.  
& Habitat for Humanity Turnock Street Housing

\_\_\_\_\_ 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; **RDC Pokagon**

#### PURPOSE OF REQUEST:

Requesting funding in the amount of \$65,000 for use in constructing the shared access drive for five (5) affordable income houses in Turnock Street

#### Specifics:

The Northeast Neighborhood Revitalization Org. and Habitat for Humanity are together building five (5) new houses on Turnock Street in the Northeast Neighborhood. The NNRO is building four (4) while Habitat is building one (1). In order to most efficiently use the vacant lots, a shared access drive behind the properties will be built and shared by all five houses. This budget request provides the funding for approximately 75% of the drive which will be built to SB alley standards. If approved, Redevelopment Commission Staff will execute a donation agreement with the parties.

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: 8/6/24  
FROM: Erik Glavich, Director, Growth & Opportunity  
SUBJECT: Development Agreement (St. Joseph County Airport Authority)

\_\_\_\_\_ 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 with the St. Joseph County Airport Authority to provide support for improvements in support of additional air passenger services in and out of the airport

SPECIFICS: The Commission will consider a Development Agreement to provide the Airport with \$500,000 that can be used for a new service counter, passenger processing equipment, an updated baggage belt system, remodeled office space, and expanded bathrooms. This agreement establishes a completion date of December 31, 2027.

The disbursement of funds to the Airport is contingent upon the Airport Authority entering an agreement for passenger air service with a new airline. This development agreement will terminate if the Airport Authority does not secure the services or a new airline within 12 months or if an agreement for new services is terminated during that time.

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

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

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

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

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

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

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

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement"), is effective as of August 8, 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 St. Joseph County Airport Authority ("SBN"), an Indiana municipality organized and duly existing under the laws of Indiana (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, SBN owns and operates the South Bend International Airport (the "Airport") located in St. Joseph County, Indiana, and within the River West Development Area (the "Area") of the City of South Bend (the "City"); and

WHEREAS, in particular, SBN owns the real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (collectively, the "Project Property"); and

WHEREAS, SBN desires to enter into agreements with one or more airlines to provide additional air passenger services in and out of the Airport; and

WHEREAS, SBN desires to make certain improvements to the Project Property (the "Project") in accordance with the project plan (the "Project Plan"), attached hereto as **Exhibit B**, which are necessary to ensure the success of air passenger services provided by one or more airlines in and out of the Airport; and

WHEREAS, improvements to the Project Property will ensure the Airport continues to provide world-class services to South Bend-area residents and travelers using the Airport; and

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

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

WHEREAS, the Commission desires to facilitate and assist the Property by providing certain funding, subject to the terms and conditions of this Agreement and in accordance with the Act.

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

1. Interpretation; Terms; Recitals.

(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.”

(e) The foregoing Recitals are incorporated into the operative provisions of this Agreement as if fully set out herein.

2. Mandatory Completion Date. Subject to the terms of this Agreement, SBN agrees to complete (or cause to be completed) the Project as described in **Exhibit B** by December 31, 2027 (the “Mandatory Project Completion Date”). Notwithstanding any provision of this Agreement to the contrary, SBN’s failure to complete the Project or any other obligations SBN 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. Funding Amount. To complete the Project, the Commission agrees to expend an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) (the “Funding Amount”). The Funding Amount will be disbursed as reimbursement for costs incurred by SBN for the Project. The Parties agree that eligible costs for the Project incurred by SBN prior to the Effective Date can be reimbursed in accordance with the terms of this Agreement. SBN agrees to provide the Commission with any and all information, including, but limited to, contracts, receipts, invoices, and any other items related to the Project, requested by the Commission or staff serving on behalf of the Commission. In no event will the Commission be required to spend more than the Funding Amount in connection with the Project or this Agreement.

4. Plans and Specifications. SBN will select and employ a professional, licensed engineer acceptable to both Parties (the “Engineer”) to generate site plans and bid specifications for the Project (the “Plans and Specifications”), which shall comply with all zoning and land use



laws and ordinances. The costs of preparing said site plans and bid specifications will be paid out of and deducted from the Funding Amount.

5. Project Management Duties; Project Management Fee; Project Reports. SBN will cause the Project to be completed in accordance with the final Plans and Specifications prepared by the Engineer and in accordance with all applicable public procurement, competitive bidding, and construction laws and regulations, including all laws and regulations concerning the disbursement of the Funding Amount. SBN will serve as the project manager for the Project. SBN will be responsible for all aspects of procuring, coordinating, and paying for the services, labor, and materials necessary to complete the Project (collectively, the "Project Management Duties"). Further, as part of SBN's Project Management Duties, SBN agrees to submit to the City's Board of Public Works all documents and reports necessary to evidence its procurement processes and all contracts and expenditures made in connection with the Project. For carrying out the Project Management Duties to the Commission's reasonable satisfaction, SBN will be entitled to a project management fee in an amount up to Eleven Percent (11%) of the Funding Amount (the "Project Management Fee"). The Project Management Fee will be paid out of and deducted from the Funding Amount. Upon the completion of the Project, or any portion thereof, SBN will submit to the Commission invoices for the costs and expenses of SBN's contractors, along with all associated bid documents and other documents evidencing the completion of the work. Upon satisfactory inspection and approval of the same, as determined in the Commission's reasonable discretion, the Commission will apply the Funding Amount to pay such invoices. Further, on or before June 30 and December 31 of each year until substantial completion of the Project, SBN shall submit to the Commission a report, in the format set forth as Exhibit C, demonstrating SBN'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 accounting generally identifying SBN's own expenditures and investment in the Project to date, and (iv) a status report of the number of jobs created for employment as a result of the Project.

6. Project Property Control and Operations. The Project Property will, at all times, remain under the control of and be maintained by SBN. All expenses relating to the control and operation of the Project, and any adjacent portions of any property owned by SBN, including utility charges, shall be borne by SBN. Insuring and securing the Project Property and any personal property located thereon will be the obligation of SBN.

7. Airline Contingency. In addition to any and all other conditions and contingencies in this Agreement, SBN's obligations and the Commission's obligations under this Agreement are hereby conditioned upon SBN entering into a fully executed agreement with an airline not operating at the Airport as of the Effective Date to procure and establish additional passenger air service in and out of the Airport. SBN agrees that the Commission will not disburse any of the Funding Amount until after SBN provides the Commission with a copy of a fully executed agreement with an airline not operating at the Airport as of the Effective Date. If SBN does not enter into a fully executed agreement with an airline not operating at the Airport as of the Effective Date in accordance with the requirements of this Section 7 and within twelve (12) months of the Effective Date, this Agreement shall terminate and the Parties shall be relieved of any further obligations or liabilities under this Agreement, except those obligations that expressly survive termination hereof.

8. Cooperation in the Event of Legal Challenge; Indemnity. 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, SBN 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 SBN's attorneys. Further, SBN 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 Project. 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 8, which shall survive such invalidation, nullification, or setting aside.

9. 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 9, then no default shall exist and the noticing Party shall take no further action.

10. Reimbursement Obligation. In the event that (a) SBN fails to complete the Project by the Mandatory Project Completion Date or (b) an agreement entered into by SBN and an airline in accordance with the requirements of Section 7, is terminated before a date that is twelve (12) months after the Mandatory Completion Date, then the Commission shall be entitled to recover from SBN, as liquidated damages, One Hundred Percent (100%) of the portion of the Funding Amount expended by the Commission in furtherance of the Project ("Liquidated Damages"). The Parties acknowledge and agree that the actual damages to the Commission, the City, and its citizens in the event of a default by SBN would be difficult or impossible to determine, and the Liquidated Damages set forth above represents the best estimate of the Parties as to the amount of such damages at the time of execution and delivery of this Agreement. If SBN fails to perform and complete the work within the timeframe fixed for completion, the Liquidated Damages shall be considered not as a penalty, but as agreed upon monetary damages sustained by the Commission, the City, and citizens of South Bend for the Commission's direct investment into the Project, the negative impact upon the Commission's ability to develop other projects in South Bend, and expenses of City employees supporting the Project, including, but not limited to, redevelopment staff, engineering staff, and legal department staff.

11. Further Assurances. The Parties agree to take such actions, including the execution and delivery of documents and instruments, as may be necessary or appropriate to carry out the terms and intent of this Agreement and to aid and assist each other in carrying out the terms and intent of this Agreement.

12. Severability. If any portion of this Agreement, or its application to any person, entity, or property, is held invalid or unenforceable, the application or validity of any other portion of this Agreement shall not be affected.

13. 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 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.

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

15. 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.

16. Attorneys' Fees. Each Party shall bear its own attorneys' fees and related expenses incurred by or on behalf of said Party in connection with the preparation or enforcement of this Agreement.

17. Equal Employment Opportunity. SBN, for itself and its successors and assigns, agrees that during the construction of the Project:

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

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

18. Counterparts. This Agreement may be executed in more than one counterpart which, when executed, shall together constitute one agreement. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

19. 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.

SBN: St. Joseph County Airport Authority  
4477 Progress Drive  
South Bend, IN 46628  
Attn. CEO / Executive Director

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

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

20. Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that they are the duly authorized officer or representative of such Party, that they have 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.

21. No Third-Party Beneficiaries. Nothing in this Agreement, expressed 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.

22. Assignment. Except as provided herein, SBN may not assign its rights or obligations under this Agreement to any third party without obtaining the Commissions prior

written consent to such assignment, which the Commission may give or withhold in its sole discretion. In the event SBN seeks the Commission's consent to any such assignment, SBN shall provide to the Commission all relevant information concerning the identities of the persons or entities proposed to be involved in an explanation of the purpose for the proposed assignment(s).

23. 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.

24. Exhibits. All exhibits described in and attached to this Agreement are incorporated into this Agreement by reference.

25. 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.

26. 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:

\_\_\_\_\_  
Vivan G. Sallie, Secretary

ST. JOSEPH COUNTY AIRPORT  
AUTHORITY

  
\_\_\_\_\_  
Michael Daigle, Chief Executive Officer  
and Executive Director

ATTEST:

  
\_\_\_\_\_  
Renata Matousova  
VP of Finance and Administration

**EXHIBIT A**

**Description of Project Property**

**Key Number:** 71-03-33-100-001.000-009

**Local Parcel Number:** 025-1023-0666

**Legal Description:** NW 1/4 45 ac Mid Pt W1/2 NE E And Adj Sec 33-38-2E & S 1/2 Vac  
Lathrop St N & Adj

**Commonly Known As:** 4323 Progress Drive

**Key Number:** 71-03-32-200-001.000-009

**Local Parcel Number:** 025-1022-0656

**Legal Description:** Irg Tr Ne Nw Ex Pts Sold Also All Of The Ne And N 1/2 Nw Se Expt To  
State For Us 20 All In Sec 32-38-2e Tot 203.51 Ac & S 1/2 Vac St Lyg N & Adj & E 1/2 Vac St  
Lyg W & Adj cont 203.67 total 12/13 Vac Ord#10087-11

**Commonly Known As:** 5301 Lincoln Way West

**Key Number:** 71-03-32-426-001.000-009

**Local Parcel Number:** 025-1022-0664

**Legal Description:** W Side E Se Ex Sw Pt & Ex Pts Sold 32 38 2e

**Commonly Known As:** 4817 Lincoln Way West

**Key Number:** 71-03-33-301-001.000-009

**Local Parcel Number:** 025-1022-066401

**Legal Description:** E Ne Se Sec 32-38-2e Also W1/2 Nw Sw Sec 33-38-2e

**Commonly Known As:** 4535 Progress Drive

**Key Number:** 71-03-33-301-002.000-009

**Local Parcel Number:** 025-1023-068201

**Legal Description:** 20 Ac E Side 40 Ac W Side N Of Rd 33 38 2e 20 Ac

**Commonly Known As:** 4300 Terminal Drive

## **EXHIBIT B**

### **Project Plan**

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

SBN will complete improvements to accommodate the operations of and by an airline not operating at the Airport as of the Effective Date, specifically:

- Design and construct or rehabilitate a service counter and make other space improvements for passenger processing;
- Procure and install necessary passenger processing equipment, including, but not limited to, computers, monitors, scales, and stanchions;
- Design and construct or rehabilitate an outbound baggage belt system;
- Remodel office space for airline operations; and
- Expand restrooms to accommodate an increased number of SBN patrons.

SBN 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**

**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:**

**Accounting of SBN Investment to Date:**

**Number of Jobs Created:**

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

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

\_\_\_\_\_

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

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

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

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



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 08/2/2024  
FROM: Joseph Molnar  
SUBJECT: First Amendments to Option and  
Access 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: Approval of Two Amendments to Option and Access Agreements

Specifics: On May 11, 2023, the RDC approved a Purchase Agreement with Momentum Development Group for the former Salvation Army Building on at 510 S Main Street in Downtown South Bend. Momentum desired to move as quickly as possible to begin work on redeveloping the building. There were questions remaining about the use and design of any improvements to the parking lot areas of the site. To help the project proceed quickly, Momentum and City Staff felt it was appropriate to have separate agreements for the building and the remaining parking lots. On May 25, 2023, the RDC approved a Real Estate Option Agreement and a separate Access Agreement with Momentum Development Group on the remaining lots.

Momentum took ownership of the building on July 21, 2023, and has begun work renovating the building in line with their commitments in the Purchase Agreement. Momentum Development Group has requested one-year extensions for both the Option Agreement and the Access Agreement to continue the design of the lots and other exterior aspects of the project. There are no other substantive changes to either agreement.

City Staff recommends approval.

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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

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

**FIRST AMENDMENT TO TEMPORARY ACCESS AGREEMENT**

This First Amendment to Temporary Access Agreement (“First Amendment”) is made and entered into as of August 8, 2024, by and between the City of South Bend, Indiana, acting by and through its Redevelopment Commission (collectively, the “City”), and Momentum Development Group with its registered office at P.O. Box 815 South Bend, IN 46624 (“Developer”)(each a “Party” and together the “Parties”).

RECITALS

- A. The Parties entered into an Access Agreement (the “Agreement”) on May 25, 2023 for certain real property located in South Bend, Indiana, and more particularly described in Exhibit A of the Agreement.
- B. The Property is comprised of several parking lots in Downtown South Bend.
- C. The Parties have agreed to amend certain terms of the Agreement.

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

- 1. The phrase “December 31, 2024” in Section 2 of the Agreement shall be deleted and replaced with the phrase “December, 31, 2025”.
- 2. Unless expressly modified by this First Amendment, the terms and provisions of the Agreement remain in full force and effect.
- 3. Capitalized terms used in this First Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have entered into this First Amendment and executed the same on the date set forth next to their signatures.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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

MOMENTUM DEVELOPMENT GROUP

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

Printed: Kristopher Priemer

Title: President

Date: 8/2/24

ATTEST:

\_\_\_\_\_  
Vivian G> Sallie, Secretary

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

**FIRST AMENDMENT TO REAL ESTATE OPTION AGREEMENT**

This First Amendment to Real Estate Option Agreement (this “First Amendment”) is made and entered into as of August 8, 2024, by and between the City of South Bend, Indiana, acting by and through its Redevelopment Commission (collectively, the “City”), and Momentum Development Group with its registered office at P.O. Box 815 South Bend, IN 46624 (“Developer”)(each a “Party” and together the “Parties”).

RECITALS

A. The Parties entered into a Real Estate Option Agreement (the “Agreement”) on May 25, 2023 for certain real property located in South Bend, Indiana, and more particularly described in Exhibit A of the Agreement.

B. The Property is comprised of several parking lots in Downtown South Bend.

C. The Parties have agreed to amend certain terms of the Agreement.

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

1. The Phrase “December 31, 2024” in Section 2 of the Agreement shall be replaced in its entirety and replaced with “December 31, 2025”.
2. Exhibit C “Memorandum of Option Agreement” shall be deleted in its entirety and replaced with the Exhibit C attached to this First Amendment, and the Parties shall record in the Office of the Recorder of St. Joseph County, Indiana the newly executed version.
3. Unless expressly modified by this First Amendment, the terms and provisions of the Agreement remain in full force and effect.
4. Capitalized terms used in this First Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have entered into this First Amendment and executed the same on the date set forth next to their signatures.

SOUTH BEND REDEVELOPMENT  
COMMISSION

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

MOMENTUM DEVELOPMENT GROUP

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

Printed: Kristopher Priemer

Title: President

Date: 8/2/24 \_\_\_\_\_

ATTEST:

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

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



**EXHIBIT C**

**Memorandum of Option Agreement**

**MEMORANDUM OF REAL ESTATE OPTION AGREEMENT**

This Memorandum of Real Estate Option Agreement (this “Memorandum”) is entered into as of August 8, 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 Momentum Development Group, LLC, an Indiana limited liability company with offices at P.O. Box 815, South Bend, Indiana 46624 (the “Company”) (each a “Party” and collectively the “Parties”).

WITNESSETH

A. The Commission owns certain real property located in South Bend, Indiana, and more particularly described as follows (the “Property”):

Tax ID No. 018-3017-0615  
Parcel Key No. 71-08-12-306-008.000-026  
Legal Description: E 37 FT LOT 31 MARTINS ADD  
Commonly known as: 114 MONROE

Tax ID No. 018-3017-0620  
Parcel Key No. 71-08-12-306-002.000-026  
Legal Description: N 1/2 LOT 34 & S 1/2 VAC ALLEY N & ADJ MARTINS  
ADD  
Commonly known as: 520 S MAIN

Tax ID No. 018-3017-0621  
Parcel Key No. 71-08-12-306-003.000-026  
Legal Description: S 1/2 LOT 34 MARTINS ADD  
Commonly known as: 524 S MAIN

Tax ID No. 018-3017-0622  
Parcel Key No. 71-08-12-306-004.000-026  
Legal Description: 32 FT NO SIDE LOT 35 MARTINS ADD  
Commonly known as: 528 S MAIN

Tax ID No. 018-3017-0623  
Parcel Key No. 71-08-12-306-005.000-026  
Legal Description: S 34 FT LOT 35 MARTINS ADD  
Commonly known as: 530 S MAIN

B. As of the Effective Date hereof, the Commission and the Company entered into a First Amendment to Real Estate Option Agreement (the “Option Agreement”) whereby the Commission granted the Company an exclusive option (the “Option”) to purchase the Property upon terms and conditions more particularly stated in the Agreement.

C. The Parties desire to place their interests in the Property as a matter of record.

NOW, THEREFORE, the Parties state as follows:

1. The initial term of the Option will commence on the Effective Date and conclude on December 31, 2025, unless earlier terminated pursuant to the terms of the Agreement.

2. This Memorandum may be executed in any number of counterparts, each of which counterpart, when so executed and delivered, shall be an original, but all such counterparts when taken together shall constitute but one and the same Memorandum.

3. The recitals set forth above are hereby incorporated herein by reference.

SOUTH BEND  
REDEVELOPMENT COMMISSION

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

ATTEST:

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

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Troy Warner and Vivian G. Sallie, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Memorandum of Real Estate Option Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing in St. Joseph County, Indiana

Momentum Development Group, LLC

\_\_\_\_\_  
Kristopher Priemer, President

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Kristopher Priemer, known to me to be President of Momentum Development Group and acknowledged the execution of the foregoing Memorandum of Real Estate Option Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing in St. Joseph County, Indiana

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

This instrument was prepared by Danielle Campbell Weiss, Senior Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 8/6/24  
FROM: Erik Glavich, Director, Growth & Opportunity  
SUBJECT: Development Agreement (Momentum Development Group/SoMa Capital)

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

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

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

Approved  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

**PURPOSE OF REQUEST:** Development Agreement for the old Salvation Army building located at 510 S. Main Street and the parcels south on Main Street.

**SPECIFICS:** The Commission will consider a Development Agreement with Momentum Development Group, LLC, and SoMa Capital LLC (collectively, the “Developer”). The organizations are under common ownership and are rehabilitating the old Salvation Army building located at 510 S. Main Street and the apartment building located at 536 S. Main Street. The Salvation Army building will be converted into an entrepreneurship hub with co-working spaces including private offices, a commercial kitchen, retail space, and retail/commercial space.

Momentum Development Group acquired the Salvation Army building from the Commission through a real estate purchase agreement on May 11, 2023. The organization also has an option to purchase the parking lot south of the building. SoMa Capital owns the apartment building to the south.

This Agreement specifies that (1) the Funding Amount provided by Redevelopment Commission will not exceed \$475,000 and (2) the Private Investment by the Developer will be no less than \$5,825,000. The Funding Amount can be used for Local Public Improvements such as repairing the parking lot, improvements to the exterior of the Salvation Army Building, installing fences, site work, lighting, and signs. The Developer is committed to completing the project by July 21, 2026, in accordance with the purchase agreement.

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CITY OF SOUTH BEND | REDEVELOPMENT COMMISSION

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

## DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), is effective as of August 8, 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 Momentum Development Group, LLC, an Indiana Limited Liability Company, with offices at 510 S. Main Street, South Bend, Indiana 46601, and SoMa Capital LLC, an Indiana Limited Liability Company, with a principal mailing address of P.O. Box 1236, South Bend, Indiana 46624 (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, Momentum Development Group, LLC, is the owner of certain real property described in **Exhibit A**, which it acquired from the Commission through a certain Real Estate Purchase Agreement dated May 11, 2023 (the “Purchase Agreement”); and

WHEREAS, SoMa Capital LLC is the owner of certain real property described in **Exhibit B**; and

WHEREAS, Momentum Development Group, LLC, entered into a certain Real Estate Option Agreement with the Commission on May 25, 2023, as amended on August 8, 2024 (collectively, the “Option Agreement”), which provides Momentum Development Group, LLC, with the exclusive option to purchase certain other property owned by the Commission as of the Effective Date and described in **Exhibit C**; and

WHEREAS, Momentum Development Group, LLC, and SoMa Capital LLC (collectively, the “Developer”) are common entities and desire to share the rights and obligations under this Agreement; and

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

WHEREAS, the Developer Property is located within the corporate boundaries of the City within the River West Development Area (the “Area”); 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 has represented to the Commission it intends to acquire ownership of the real property described in Exhibit C upon completion of the Project; and

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

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

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

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

## **SECTION 1. DEFINITIONS.**

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

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

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

1.3 Funding Amount. “Funding Amount” means an amount not to exceed Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.4 Private Investment. “Private Investment” means an amount no less than Five Million Eight Hundred Twenty-Five Thousand Dollars (\$5,825,000.00) 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. ACCESS.**

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

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

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

#### 4.2 The Project.

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

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

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

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

4.5 Timeframe for Completion. The Developer hereby agrees to complete the Project as set forth in the Project Plan and any other obligations the Developer may have under this Agreement by the completion date established in the Purchase Agreement (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.

4.6 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 H,** demonstrating the Developer's good-faith compliance with the terms of this Agreement. The report shall include the following information and documents: (i) a status report of the construction completed to date, (ii) an update on the project schedule, (iii) an itemized accounting generally identifying the Private Investment to date, and (iv) a status report of the number of jobs created for employment at the Developer Property.

4.7 Submission of Plans and Specifications for Project. Promptly upon completion of all plans and specifications for the Project, or changes thereto, and prior to the Commission's expenditure of the Funding Amount, the Developer shall deliver a complete set thereof to the City's Executive Director 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 discretion and may request revisions or amendments to be made to the same.

4.8 Costs and Expenses of Construction of Project. The Developer hereby agrees to pay, or cause to be paid, all costs and expenses of planning, construction, management, and all other activities or purposes associated with the Project (including legal, architectural, and

engineering fees), exclusive of the Local Public Improvements, which shall be paid for by the Commission by and through the Funding Amount subject to the terms of this Agreement.

4.9 Specifications for Local Public Improvements. The Developer will be responsible for the preparation of all bid specifications related to the Local Public Improvements, and the Developer will pay all costs and expenses of such preparation, provided, however, that if the Commission pays any costs or expenses of such preparation, then the amount paid by the Commission will be deducted from the Funding Amount. The Developer will submit all bid specifications related to the Local Public Improvements to the City of South Bend Engineering Department (the “Engineering Department”). The Engineering Department may approve or disapprove said bid specifications for the Project in its sole discretion and may request revisions or amendments to be made to the same. The Commission shall not be required to expend the Funding Amount unless the Engineering Department has approved all bid specifications.

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

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

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

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

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

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

(a) The Commission hereby agrees to complete (or cause to be completed) the Local Public Improvements described in **Exhibit E** attached hereto on a schedule to be reasonably determined and agreed to by the Commission and the Developer, as may be modified due to unforeseen circumstances and delays. In the event that the option contemplated in the Option Agreement is not exercised by the end of the Option Period (as defined in the Option Agreement), and the transfer of property contemplated therein does not occur, Developer will be considered in default of this Agreement without any requirement of notice or an opportunity to cure such failure.

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

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

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

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

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

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

6.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel; 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 6.1, which shall survive such invalidation, nullification, or setting aside.

## **SECTION 7. DEFAULT.**

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

7.2 Reimbursement Obligation. In the event that the Developer fails (a) to complete the Project by the Mandatory Project Completion Date, or (b) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, then the Commission shall be entitled to recover from Developer, as liquidated damages, One Hundred Fifty Percent (150%) of the portion of the Funding Amount expended by the Commission in furtherance of the Local Public Improvements (“Liquidated Damages”). The Parties acknowledge and agree that the actual damages to the Commission, the City, and its citizens in the event of a default by Developer would be difficult or impossible to determine, and the Liquidated Damages set forth above represents the best estimate of the Parties as to the amount of such damages at the time of execution and delivery of this Agreement. If the Developer fails to perform and complete the work within the timeframe fixed for completion, the Liquidated Damages shall be considered not as a penalty, but as agreed upon monetary damages sustained by the Commission, the City, and citizens of South Bend for the Commission’s direct investment into the Project, the negative impact upon the Commission’s ability to develop other projects in South Bend, and expenses of City employees supporting the Project, including, redevelopment staff, engineering staff, legal department staff, and a construction manager on site.

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

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

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

(a) The Project is a private development;

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

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

8.2 Conflict of Interest; Commission Representatives Not Individually Liable. No member, official, or employee of the Commission or the City may have any personal interest, direct or indirect, in 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.

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

## **SECTION 9. MISCELLANEOUS.**

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

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

9.3 Other Necessary Acts. Each Party shall execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to accomplish the Project and the Local Public Improvements contemplated by this Agreement and to provide and

secure to the other Parties the full and complete enjoyment of its rights and privileges hereunder. Notwithstanding the foregoing, the Parties understand and agree that certain actions contemplated by this Agreement may be required to be undertaken by persons, agencies, or entities that are not a party to this Agreement, including, but not limited to certain permits, consents, and/or approvals (to the extent they have not yet been obtained and completed), and that any action by such third parties shall require independent approval by the respective person, agency, entity, or governing body thereof.

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

9.5 Attorneys' Fees. In the event the Commission 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).

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

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

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

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

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

Developer: Momentum Development Group, LLC  
P.O. Box 815  
South Bend, IN 46601  
Attn: Kristopher Priemer, President

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

Developer: SoMa Capital LLC  
P.O. Box 1236  
South Bend, IN 46624  
Attn: Mark Neal, Co-Manager

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

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

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



Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

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

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

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

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

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

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

**Signature Page Follows**

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

SOUTH BEND REDEVELOPMENT  
COMMISSION

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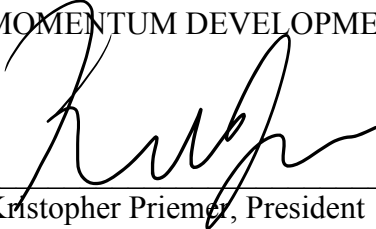
Troy Warner, President

ATTEST:

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Vivan G. Sallie, Secretary


MOMENTUM DEVELOPMENT GROUP, LLC



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Kristopher Priemer, President

SOMA CAPITAL LLC



---

Brad Emberton, Co-Manager

**EXHIBIT A**

**Description of Property Owned by Momentum Development Group, LLC, as of the Effective Date**

**Tax ID No.** 018-3017-0618

**Parcel Key No.** 71-08-12-306-001.000-026

**Legal Description:** W. 128' Lot 31, All Lots 32 & 33 & N. 1/2 Vac. Alley So. & Adj. Martins Addition

**Commonly known as:** 510 S. Main Street

**EXHIBIT B**

**Description of Property Owned by SoMa Capital LLC as of the Effective Date**

**Tax ID No.** 018-3017-0624

**Parcel Key No.** 71-08-12-306-006.000-026

**Legal Description:** Lot 36 Ex 82 1/2 Ft E End Samuel Martins Add

**Commonly known as:** 536 S. Main Street

**Tax ID No.** 018-3017-062601

**Parcel Key No.** 71-08-12-306-007.000-026

**Legal Description:** 82.5' E 1/2 Lot 36 Martins Addition

**Commonly known as:** 117 W. South Street

**EXHIBIT C**

**Description of Property Subject to the Option Agreement**

**Tax ID No.** 018-3017-0620

**Parcel Key No.** 71-08-12-306-002.000-026

**Legal Description:** N 1/2 Lot 34 & S 1/2 Vac Alley N & Adj Martins Add

**Commonly known as:** 520 S. Main Street

**Tax ID No.** 018-3017-0621

**Parcel Key No.** 71-08-12-306-003.000-026

**Legal Description:** S 1/2 Lot 34 Martins Add

**Commonly known as:** 524 S. Main Street

**Tax ID No.** 018-3017-0622

**Parcel Key No.** 71-08-12-306-004.000-026

**Legal Description:** 32 Ft No Side Lot 35 Martins Add

**Commonly known as:** 528 S. Main Street

**Tax ID No.** 018-3017-0623

**Parcel Key No.** 71-08-12-306-005.000-026

**Legal Description:** S 34 Ft Lot 35 Martins Add

**Commonly known as:** 530 S. Main Street

**Tax ID No.** 018-3017-0615

**Parcel Key No.** 71-08-12-306-008.000-026

**Legal Description:** E 37 Ft Lot 31 Martins Add

**Commonly known as:** 114 W. Monroe 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 of certain real property to activate a long-vacant building to promote economic development in the southern portion of downtown South Bend as follows:

- At real property identified by Parcel Key No. 71-08-12-306-001.000-026, the Developer will:
  - Construct approximately 20,000 square feet of co-working and/or office space dedicated primarily to entrepreneurs, small businesses, professional service providers and remote workers;
  - Develop approximately 9,000 square feet of commercial grade private commissary kitchen and storage;
  - Develop retail space(s) in a portion of the building frontage facing the road; and
  - Create a separate retail entertainment and/or hospitality space in the building.
- At real property identified by Parcel Key No. 71-08-12-306-006.000-026, the Developer will complete the rehabilitation of the existing building to create twelve (12) apartment units.

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.

Each structure will be considered complete upon the issuance of a Certificate of Occupancy.

## EXHIBIT E

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

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

- Repair, re-grade, and expand the parking lot, which shall include making improvements to site drainage, paving, curbs, sidewalks, and exterior lighting;
- At real property identified by Parcel Key Nos. 71-08-12-306-001.000-026 and 71-08-12-306-002.000-026, construct a patio area outside the south side of the building;
- Install a perimeter fence around all parcels, which will contain parking;
- Landscape and complete site work; and
- Install exterior lighting and signs.

It is understood between the Parties that the Commission will contribute an amount not to exceed the Funding Amount specified in Section 1.3 of this Agreement for the Local Public Improvements. The Developer shall have the sole responsibility to fund any and all costs associated with Local Public Improvements which exceeds this amount. Any and all costs associated with improvements not explicitly described above and not approved pursuant to Section 4.9 (“Specifications for Local Public Improvements”) or that require funding above the Funding Amount are the sole responsibility of the Developer.

**EXHIBIT F**

**Form of Easement**



## GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the \_\_\_\_\_ of \_\_\_\_\_, 2024 (the “Effective Date”), by and between Momentum Development Group, LLC, an Indiana Limited Liability Company, with offices at 510 S. Main Street, South Bend, Indiana 46601 (the “Grantor”), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400S County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the “Grantee”).

### WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the “Easement”) on, in, over, under and across the real property described in attached Exhibit 1 (the “Property”) for the construction, equipping, and delivery of certain improvements on the Property (the “Local Public Improvements”), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Development Agreement by and between Grantor and Grantee, dated August 8, 2024 (the “Development Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

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

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

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



**EXHIBIT 1**

**Description of Property**

**Tax ID No.** 018-3017-0618

**Parcel Key No.** 71-08-12-306-001.000-026

**Legal Description:** W. 128' Lot 31, All Lots 32 & 33 & N. 1/2 Vac. Alley So. & Adj. Martins  
Addition

**Commonly known as:** 510 S. Main Street

**EXHIBIT G**  
**Form of Easement**

## **GRANT OF TEMPORARY EASEMENT**

THIS INDENTURE, made as of the \_\_\_\_\_ of \_\_\_\_\_, 2024 (the “Effective Date”), by and between SoMa Capital LLC, an Indiana Limited Liability Company, with a principal mailing address of P.O. Box 1236, South Bend, Indiana 46624 (the “Grantor”), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400S County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the “Grantee”).

### WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the “Easement”) on, in, over, under and across the real property described in attached Exhibit 1 (the “Property”) for the construction, equipping, and delivery of certain improvements on the Property (the “Local Public Improvements”), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Development Agreement by and between Grantor and Grantee, dated August 8, 2024 (the “Development Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

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

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

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

IN WITNESS WHEREOF, Grantor has executed this Grant of Temporary Easement on the date shown in the acknowledgment set forth below to be effective as of the Effective Date.

GRANTOR:

SoMa Capital LLC

\_\_\_\_\_

Printed: Brad Emberton

Its: Co-Manager

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for said State, personally appeared Brad Emberton, to me known to be the Co-Manager of the Grantor in the above Grant of Temporary Easement, and acknowledged the execution of the same as the Grantor's free and voluntary act and deed.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_, Notary Public

Residing in \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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

**EXHIBIT 1**

**Description of Property**

**Tax ID No.** 018-3017-0624

**Parcel Key No.** 71-08-12-306-006.000-026

**Legal Description:** Lot 36 Ex 82 1/2 Ft E End Samuel Martins Add

**Commonly known as:** 536 S. Main Street

**Tax ID No.** 018-3017-062601

**Parcel Key No.** 71-08-12-306-007.000-026

**Legal Description:** 82.5' E 1/2 Lot 36 Martins Addition

**Commonly known as:** 117 W. South Street

**EXHIBIT H**

**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 I**

**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 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: August 5, 2024

FROM: Chris Dressel

SUBJECT: Budget Request (Coal Line Multiuse Trail Phase III Design)

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

### PURPOSE OF REQUEST:

Staff requests the Redevelopment Commission's approval of \$12,000 for the design of Coal Line Trail Phase III (between Lincoln Way West and Linden Avenue along College Street).

This cost will cover an additional survey needed to continue the project along with supplemental design needs.

Continuing the trail was identified as a priority within the Kennedy Park Neighborhood Plan and a connection to the future Martin Luther King Dream Center at Linden Avenue and College Street. Construction of Phase III could begin as early as 2027.

If you should have any questions or need more information, please feel free to contact me at either [cdressel@southbendin.gov](mailto:cdressel@southbendin.gov) or 235-5847.

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



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: August 8, 2024  
FROM: Charlotte Brach, P.E.  
SUBJECT: Budget Request: On Call Structural Engineering

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

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

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

APPROVED  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

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

### Purpose of Request:

Budget request of \$25,000 out of River West Development Area TIF for American Structurepoint to perform structural engineering services on an on-call basis. This would be for any existing buildings owned by the City that have the potential to be sold and redeveloped that need to be evaluated for structural integrity to determine any necessary repairs prior to development. The current need is for a structural evaluation of the City Center Place building prior to finalizing the sale, which will use around \$7k of this request. Additional funds are being requested to support future needs that may come up.

INTERNAL USE ONLY: Project ID: PROJ \_\_\_\_\_;

Total Amount – New Project Budget Appropriation \$ \_\_\_\_\_;

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

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

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

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

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: July 30, 2024  
FROM: Zach Hurst, PE  
SUBJECT: Budget Request – Drewry’s Brewery Cleanup

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

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

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

APPROVED       Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

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

### Purpose of Request:

This budget request is for \$1,000,000 to pay for demolition costs for the next phase (Phase II) of the Drewry’s Brewery Cleanup, covering the Bottling House, the loading dock, and the siloes. Phase I, funded with ARP funding, demolished several outbuildings and removed the remaining construction debris leftover from previous demolitions prior to City acquisition of the property.

On July 23, 2024, the Board of Public Works (BPW) opened and read aloud bids for Phase II of the Drewry’s Brewery cleanup. Seven (7) bids were received, with the lowest responsive bid from Green Demolition at a price of \$963,600. With this budget request, a bid award can be made at the August 13<sup>th</sup> BPW meeting, with work beginning shortly after Labor Day.

This allocation would be combined with \$250,000 in ARP funding for a total demolition budget of \$1,250,000, which would cover any unforeseen conditions that arise during the demolition of the Bottling House and loading dock, which totals over 100,000 square feet in area.

Any funds left over from Phase II would be rolled over for use on Phase III, which intends to remove all remaining slabs and foundations, and prepare a shovel-ready site for redevelopment.

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



INTERNAL USE ONLY: Project ID: \_\_\_\_\_;  
Total Amount – New Project Budget Appropriation \$ \_\_\_\_\_;  
Total Amount – Existing Project Budget Change (increase or decrease) \$ \_\_\_\_\_;

Funding Limits: Engineering: \$ \_\_\_\_\_; Other Prof Serv Amt \$ \_\_\_\_\_;  
Acquisition of Land/Bldg (circle one) Amt: \$ \_\_\_\_\_; Street Const Amt \$ \_\_\_\_\_;  
Building Imp Amt \$ \_\_\_\_\_; Sewers Amt \$ \_\_\_\_\_; Other (specify) Amt \$ \_\_\_\_\_





# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 08/05/2024  
FROM: Joseph Molnar  
SUBJECT: Donation Agreement –  
Studebaker Museum

\_\_\_\_\_ 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 Donation Agreement with Studebaker National Museum

The Studebaker National Museum owns two lots in the Rum Village Neighborhood at 2117 S. Lafayette and 2113 S. Lafayette. Both lots are vacant single-family parcels. The Studebaker National Museum desired to transfer the lots to the City as they believed the City would have better luck with redeveloping the lots for residential housing. Staff believes that is true and there is a good opportunity to redevelop both lots.

Staff requests approval of the Donation Agreement.

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

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

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

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

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

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

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

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**REAL ESTATE DONATION AGREEMENT**

This Real Estate Donation Agreement (“Agreement”) is made effective by and between Studebaker National Museum, a Indiana nonprofit corporation (the “MUSUEM”), with offices at 201 Chapin St, South Bend, IN 46601 and the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, with an address of 227 W. Jefferson Boulevard, Suite 1400S, South Bend, Indiana 46601 (“Commission”) (each a “Party” and together the “Parties”).

**RECITALS**

- A. Commission exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, cited as Indiana Code 36-7-14 (the “Act”).
- B. MUSUEM owns certain real property and all improvements thereon located at 2113 S. Lafayette Blvd. and 2117 S. Lafayette Blvd. in South Bend, Indiana (the “City”), and more particularly described in attached **Exhibit A** (the “Property”).
- c. MUSUEM desires to donate the Property to the Commission.
- E. The Property is situated in the River West Development Area.
- F. The Act allows the Commission to accept gifts of property needed for the redevelopment of redevelopment project areas.
- G. MUSUEM desires to donate the Property to the Commission and the Commission desires to accept the donation of the Property from the MUSUEM upon the terms and conditions as set forth in this Agreement, and in accordance with the Act.

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

**1. DONATION OF THE PROPERTY**

A copy of this Agreement, signed by MUSUEM, constitutes MUSUEM’s agreement to donate and convey the Property and once signed by the Commission, constitutes the Commission’s acceptance of the donation and conveyance in accordance with the terms stated in this Agreement. A copy signed by the Commission shall be delivered to MUSUEM, in care of the following representative (“MUSUEM’s Representative”):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



MUSUEM shall return a signed copy of this Agreement to the following representative (“Commission’s Representative”):

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

All the terms and conditions of this Agreement will be effective and binding upon the Parties and their successors and assigns at the time the Agreement is fully signed by Commission and MUSUEM (the “Effective Date”).

## **2. COMMISSION’S DUE DILIGENCE**

A. Investigation. MUSUEM acknowledges that the Commission’s determination to accept the Property requires a process of investigation (Commission’s “Due Diligence”) into various matters. Therefore, the Commission’s obligation to accept the transfer of the Property is conditioned upon the satisfactory completion, in the Commission’s discretion, of the Commission’s Due Diligence, including, without limitation, the Commission’s examination, at the Commission’s sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Authorizations During Due Diligence Period. MUSUEM authorizes the Commission, as of the Effective Date and continuing until the end of the Due Diligence Period (as defined below), to enter upon the Property or to cause agents to enter upon the Property for purposes of examination; provided, however, that the Commission may not take any action upon the Property which reduces the value thereof; and further provided that the Commission shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify, and hold MUSUEM harmless, before and after the Closing Date, whether or not a closing occurs, and regardless of any cancellations or termination of this Agreement, from any liability to any third party, loss or expense incurred by MUSUEM, including without limitation, reasonable attorney fees and costs arising from acts or omissions of the Commission or the Commission’s agents or representatives.

C. Due Diligence Period. The Commission shall have a period of sixty (60) days following the Effective Date to complete its examination of the Property in accordance with this Section 3 (the “Due Diligence Period”).

D. Termination of Agreement. If at any time within the Due Diligence Period, the Commission determines, in its sole discretion, not to proceed with the transfer of the Property, the Commission may terminate this Agreement by written notice to MUSUEM

and with no liability to the Commission, except as set forth herein. However, if such event occurs, the Commission and MUSUEM shall still be bound by the terms set forth in the Lease Agreement.

**3. PRESERVATION OF TITLE AND CONDITION**

A. After the date MUSUEM executes this Agreement and receives a counter-signed copy of this Agreement from the Commission as described in Section 1, MUSUEM shall not take any action or allow any action to be taken by others to cause the Property to become subject to any new interests, liens, restrictions, easements, covenants, reservations or other matters affecting MUSUEM's title (such matters are referred to as "Encumbrances").

B. MUSUEM hereby covenants that MUSUEM will not alter the condition of the Property at any time after the date MUSUEM receives a counter-signed copy of this Agreement from the Commission as described in Section 1. Further, MUSUEM will not release or cause to be released any hazardous substances on or near the Property and will not otherwise collect or store hazardous substances or other materials, goods, refuse or debris at the Property in violation of applicable laws.

**4. TITLE COMMITMENT AND SURVEY**

The Commission shall obtain the Title Commitment for an owner's policy of title insurance issued by a title company selected by the Commission and reasonably acceptable to MUSUEM (the "Title Company") within twenty (20) days after the Effective Date. The Commission, at its option, may obtain a survey of the Property, at its sole expense. The Property shall be conveyed to the Commission free of all encumbrances, including but not limited to mortgages, judgments, and taxes, unless otherwise waived in writing by the Commission. The Title Commitment will be issued by a title company selected by the Commission and reasonably acceptable to MUSUEM (the "Title Company"). The Title Commitment shall:

(1) Agree to insure good, marketable and indefeasible fee simple title to the Property in the name of the Commission for the amount of Ten Thousand Dollars (\$10,000.00) upon delivery and recordation of a special warranty deed from MUSUEM to the Commission.

(2) Provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by the Commission, subject only to any encumbrances waived by the Commission.

Regardless of whether this transaction closes, the Commission shall be responsible for the title search charges, the cost of the Title Commitment and owner's policy as well as any endorsements thereto. Within thirty (30) days after the Commission's receipt of the Title Commitment, the Commission shall give MUSUEM written notice of any objections to the Title Commitment. Within thirty (30) days after the Commission's receipt of the Survey, the Commission shall give MUSUEM written notice of any objections to the Survey. Any

exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a "Permitted Encumbrance." If MUSUEM is unable or unwilling to correct the Commission's title and survey objections within the Due Diligence Period, the Commission may terminate this Agreement by written notice to MUSUEM prior to expiration of the Due Diligence Period. If the Commission fails to so terminate this Agreement, then such objections shall constitute "Permitted Encumbrances" as of the expiration of the Due Diligence Period, and the Commission shall acquire the Property without any effect being given to such title and survey objections.

## **5. MUSUEM'S REPRESENTATIONS AND WARRANTIES**

The undersigned MUSUEM Representative represents and warrants to the Commission that MUSUEM is duly organized, validly existing, and in good standing under the laws of the State of Indiana and that MUSUEM owns in fee simple title to the Property and has not granted any option or right of first refusal to any person or entity to acquire the Property or any interest therein. The undersigned MUSUEM Representative further represents and warrants it is fully empowered to donate the Property to the Commission under the terms and conditions stated in this Agreement, and that it has disclosed to the Commission any notifications from any local, state, or federal authority regarding environmental matters pertaining to the Property. MUSUEM shall provide the Commission a copy of all known environmental inspection reports, engineering, title, and survey reports and documents in MUSUEM's possession relating to the Property. In the event the Closing does not occur, the Commission will immediately return all such reports and documents to MUSUEM's Representative.

## **6. CLOSING**

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

B. Closing Procedure.

(1) At Closing, MUSUEM shall deliver the special warranty deed, substantially in the form attached hereto as **Exhibit B**, conveying the Property to the Commission, subject only to Permitted Encumbrances, and the Title Company's delivery of the Title Commitment to the Commission in accordance with Section 5 above.

(2) The possession of the Property shall be delivered to the Commission at Closing, in substantially the same condition as it exists on the Effective Date, ordinary wear and tear and casualty excepted.

C. Closing Costs. The Commission shall pay the Title Company's closing fee and all recordation costs associated with the transaction contemplated in this Agreement.

D. Personal Property. Any personal property remaining at the Property after Closing will be deemed to be abandoned by MUSUEM, and the Commission, in its sole discretion, may choose to exercise possession of and control over any such personal property.

E. MUSUEM's Due Diligence. MUSUEM acknowledges that MUSUEM has conducted its own due diligence and waives any right that MUSUEM may have to an appraisal or to contest or challenge the donation conveyed under this Agreement.

**7. ACCEPTANCE OF PROPERTY "AS-IS"**

Except as otherwise set forth herein, the Commission agrees the Property will be conveyed "as-is, where-is" and without any representations or warranties by MUSUEM as to the condition of the Property or its fitness for any particular use or purpose. MUSUEM offers no such representation or warranty as to condition or fitness, and nothing in this Agreement shall be construed to constitute such a representation or warranty as to condition or fitness.

**8. TAXES**

MUSUEM shall be responsible for all taxes related to the Property accruing through the Closing Date, if any, even if such taxes are not yet due and payable. The Commission, or the Commission's successors and assigns, shall be liable for all real property taxes accruing against the Property after the Closing Date, if any.

**9. COMMISSIONS**

The Parties acknowledge that neither the Commission nor MUSUEM are represented by any broker in connection with the transaction contemplated in this Agreement. The Commission and MUSUEM agree to indemnify and hold one another harmless from any claim for commissions in connection with the transaction contemplated in this Agreement.

**10. INTERPRETATION; APPLICABLE LAW; JURISDICTION**

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

**11. NOTICES**

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to MUSUEM in care of MUSUEM's Representative, or to the Commission in care of the Commission's Representative (with a copy to South Bend Legal Department, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601, Attn:

Corporation Counsel) at the respective addresses stated in Section 1 above. Either Party may, by written notice, modify the address for future notices to such Party.

**12. REMEDIES**

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

**13. 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 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.

**14. INDEMNITY**

The Parties agree to reimburse each other for any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense and settlement), which either party may subsequently incur, become responsible for, or pay out as a result of a breach by the other party in default of this Agreement. In the event of legal action initiated by a third party as a result of a breach of this Agreement, the breaching party shall assume the defense of the non-breaching party, including all costs associated therewith.

**15. 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.

**16. 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.

**17. 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.

**18. TIME**

Time is of the essence of this Agreement.

**19. ENTIRE AGREEMENT**

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

**20. BINDING EFFECT; COUNTERPARTS; SIGNATURES**

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

**21. AUTHORITY TO EXECUTE; EXISTENCE**

The undersigned persons executing and delivering this Agreement on behalf of the Parties each represent and certify that they are the duly authorized representatives of the respective Parties and have been fully empowered to execute and deliver this Agreement and that all necessary action has been taken and done.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the \_\_\_\_\_ day of August 2024.

COMMISSION:

South Bend Redevelopment  
Commission

By:

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

ATTEST:

By:

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

MUSUEM:

Studebaker National Museum

By:

\_\_\_\_\_

**EXHIBIT A**

**Description of Property**

Commonly Known: 2117 S. Lafayette

Parcel ID: 018-8012-0556

State ID: 71-08-13-351-021.000-026

Legal Description: Lot 21 Plat of Southlawn

Commonly Known: 2113 S. Lafayette

Parcel ID: 018-8012-0555

State ID: 71-08-13-351-020.000-026

Legal Description: Lot 20 Plat of Southlawn



**EXHIBIT B**

**Form of Special Warranty Deed**

**AUDITOR'S RECORD**  
TRANSFER NO. \_\_\_\_\_  
TAXING UNIT \_\_\_\_\_  
DATE \_\_\_\_\_  
KEY NO. See Attachment

**SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH, that Studebaker National Museum the “Grantor”)

CONVEYS AND SPECIALLY WARRANTS to the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400S County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601 (the “Grantee”),

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate in St. Joseph County, Indiana (the “Property”):

**See Attached Exhibit 1**

Grantor warrants title to the Property only insofar as it might be affected by any act of the Grantor during its ownership thereof and not otherwise. Further, Grantor hereby conveys the Property to the Grantee free and clear of all liens, leases, or licenses; subject to real property taxes and assessments; subject to all right of ways, easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads; subject to the Permitted Encumbrances set forth in Exhibit 2 attached hereto; and subject to all applicable building codes and zoning ordinances.

The undersigned person executing this deed on behalf of the Grantor represents and certifies that they are a duly authorized representative of the Grantor and has been fully empowered and authorized to execute and deliver this deed, and that all necessary action to complete this conveyance has been taken and done.

*Signature Page Follows*

GRANTOR:

Studebaker National Museum

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

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Studebaker National Museum and acknowledged the execution of the foregoing Special Warranty Deed as their true act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the \_\_\_\_ day of \_\_\_\_\_, 2024.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing in St. Joseph County, Indiana

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

This instrument was prepared by Danielle Campbell Weiss, Senior Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

EXHIBIT 1

Description of Property

Commonly Known: 2117 S. Lafayette  
Parcel ID: 018-8012-0556  
State ID: 71-08-13-351-021.000-026  
Legal Description: Lot 21 Plat of Southlawn

Commonly Known: 2113 S. Lafayette  
Parcel ID: 018-8012-0555  
State ID: 71-08-13-351-020.000-026  
Legal Description: Lot 20 Plat of Southlawn

EXHIBIT 2

Permitted Encumbrances



# CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

## Redevelopment Commission Agenda Item

DATE: August 5, 2024  
FROM: Zach Hurst, PE  
SUBJECT: Budget Request – Demolition of Former YMCA

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

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

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

APPROVED  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

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

### Purpose of Request:

This budget request is for \$1,250,000 to pay for demolition of the former YMCA building located on Northside Boulevard:



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While the demolition specifications are being prepared for public bid, an environmental consultant will survey the building for asbestos and other environmental hazards to be mitigated before demolition.

The goal will be to demolish the building, backfill the basement, grade the disturbed areas to match surrounding, and re-seed the site before the end of 2024.

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

Total Amount – New Project Budget Appropriation \$ \_\_\_\_\_;

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

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

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

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



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: August 8, 2024  
FROM: Charlotte Brach, P.E.  
SUBJECT: Budget Request – Angela Blvd 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: Budget request for change orders for the Angela Blvd Improvements project.

Specifics: This budget request is for \$200,000 out of the River East Residential TIF to cover change orders on the Angela Blvd Improvements project. Change orders include changing the sidewalk color on the north side to match the antiqued sidewalk color on campus, pedestrian activated flashing crosswalk signs at the crossing at Stanfield, replacing fencing along the golf course, adding a five head signal at Notre Dame Ave for protected left turns for northbound traffic, replacing signal pole base covers, paving and casting adjustments to correct a drainage issue, striping adjustments, and signage adjustments. Change orders were driven by unforeseen conditions, resident concerns after construction started, and requests from Notre Dame.

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

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