



South Bend

# Redevelopment Commission

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

## Agenda

Regular Meeting, August 22, 2024 – 9:30 a.m.

<https://tinyurl.com/RDC08222024> or BPW Conference Room 13<sup>th</sup> Floor

---

### 1. Roll Call

### 2. Approval of Minutes

- A. Minutes of the Regular Meeting of July 25, 2024
- B. Minutes of the Regular Meeting of August 8, 2024

### 3. Approval of Claims

- A. Claims Allowance 8.13.204

### 4. Old Business

- A. None

### 5. New Business

- A. Redevelopment Fund (a.k.a. Pokagon Fund)
  - 1. Budget Request (Financial Empowerment Center)
  
- B. River West Development Area
  - 1. First Amendment to Development Agreement (Great Lakes Capital)
  - 2. Opening Bids (410 W. Wayne Street Redevelopment RFP)
  - 3. Opening Bids (River Glen Office Park Redevelopment RFP)
  
- C. River East Development Area
  - 1. Development Agreement (River Walk L.L.C.)
  - 2. Budget Request (ND to DTSB Trail)

### 6. Progress Reports

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

### 7. Next Commission Meeting

Thursday, September 12, 2024, 9:30 a.m.



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

---

SOUTH BEND REDEVELOPMENT COMMISSION  
July 25, 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 9:36 a.m.

President Troy Warner presiding.

### 1. ROLL CALL

Members Present: Troy Warner, President  
David Relos, Vice President  
Vivian Sallie, Secretary  
Eli Wax, Commissioner  
Leslie Wesley, Commissioner

Members Virtually: None

Members Absent: Marica Jones, Commissioner

Legal Staff: Danielle Campbell Weiss, Asst. City Attorney

Redevelopment Staff: Caleb Bauer, Exec. Director, DCI  
Erik Glavich, Director of Growth and Opportunity, DCI  
Joseph Molnar, Asst. Dir. of Growth and Opp., DCI  
Elizabeth Mayorga, Board Secretary Backup

Others Present: Chana Roschyk, Project Engineer  
Sue Kesim, 4022 Kennedy Drive  
Brian Farkas, Allen Edwin Homes  
Kevin Smith, Union Station Properties Holding LLC  
Matt Barrett, 110 S. Niles Ave.  
Michael Tirman, Ice Miller LLP

## 2. Approval of Minutes

### A. Approval of Minutes of the Regular Meeting of Thursday, May 9, 2024

Upon a motion by Commissioner Eli Wax, second by Vice President David Relos, the motion carried unanimously; the Commission approved the minutes of the regular meeting of Thursday, May 9, 2024.

### B. Approval of Minutes of the Regular Meeting of Thursday, May 23, 2024

Upon a motion by Commissioner Eli Wax, second by Vice President David Relos, the motion carried unanimously; the Commission approved the minutes of the regular meeting of Thursday, May 23, 2024.

### C. Approval of Minutes of the Regular Meeting of Thursday, July 11, 2024

Upon a motion by Commissioner Eli Wax, second by Vice President David Relos, the motion carried unanimously; the Commission approved the minutes of the regular meeting of Thursday, July 11, 2024.

## 3. Approval of Claims

### A. Claims Allowances 7.11.2024

Upon a motion by Commissioner Eli Wax, second by Vice President David Relos, the motion carried unanimously; the Commission approved the claims allowances of July 11, 2024.

## 4. Old Business

### A. None

## 5. New Business

### A. South Side Development Area

#### 1. Resolution No. 3604 (466 Works)

Erik Glavich, Director of Growth and Opportunity, presented item 5A1 Resolution No. 3604 (466 Works).

The resolution would finalize the EDA Statute loan process for the 466 Works scattered site infill project. 466 Works will build 30 new single-family homes over 3 years. The total funding provided by the Commission will not exceed \$3.5 million and the private investment by the Developer will not be less than \$5,283,000. The Developer agrees

to complete the project by December 31, 2027. The funding provided as a loan will be forgiven if the project is completed as committed.

The resolution appropriates up to \$1.25 million for the first phase of the project, draws at \$116,000 per draw.

Upon a motion by Secretary Vivian Sallie to approve 5A1, seconded by Vice President David Relos, the motion carried unanimously; the Commission approved the Resolution No. 3604 (466 Works) on July 25, 2024.

## B. River West Development Area

### 1. Resolution No. 3605 (Affordable HomeMatters Indiana LLC/Intend Indiana)

Erik Glavich, Director of Growth and Opportunity, presented item 5B1 Resolution No. 3605 (Affordable HomeMatters Indiana LLC/Intend Indiana).

The resolution would finalize the EDA Statute loan process for the Affordable HomeMatters Indiana LLC/Intend Indiana scattered site infill project. The scattered site infill housing project. The project includes the construction of 92 new single-family homes over a five-year period. The total project funding includes up to \$5,000,000 from the Commission and at least \$20,000,000 from private investment from the Developer. The developer is permitted to draw up to \$1.125 million annually. The developer commits to complete the project by December 31, 2029.

Upon a motion by Secretary Vivian Sallie to approve item 5B1, seconded by Vice President David Relos, the motion carried unanimously; the Commission approved the Resolution No. 3605 (Affordable HomeMatters Indiana LLC/Intend Indiana) on July 25, 2024.

### 2. First Amendment to Donation Agreement (YMCA Northside Site)

Joseph Molnar, Assistant Director of Growth and Opportunity, presented item 5B2 First Amendment to Donation Agreement (YMCA Northside Site) and 5B3 First Amendment to Lease Agreement (YMCA Leighton) together and requested separate approvals for each item. No commissioners objected.

On April 25, 2024, the Commission approved two separate agreements with the YMCA of Greater Michiana. These agreements involved the lease of the 3rd, 4th, and 5th floors of the Leighton

Healthplex Building and the donation of the former YMCA property on Northside Blvd. The Donation Agreement covered eight parcels and, in return, the YMCA would lease space rent-free and pay a third of the total utility costs for the Leighton Building through December 31, 2032. During due diligence, a title issue with one of the eight parcels was discovered, leading to a proposed amendment that removes this parcel and reduces the lease term by a corresponding amount to December 31, 2031. No other changes were made to the original agreements besides the extension of the closing date for the Northside property.

Upon a motion by Vice President David Relos to approve item 5B2, seconded by Commissioner Eli Wax, the motion carried unanimously; the Commission approved the First Amendment to Donation Agreement (YMCA Northside Site) as presented on July 25, 2024.

3. First Amendment to Lease Agreement (YMCA Leighton)

Upon a motion by Commissioner Eli Wax to approve item 5B3, seconded by Vice President David Relos, the motion carried unanimously; the Commission approved the First Amendment to Lease Agreement (YMCA Leighton) on July 25, 2024.

4. Purchase Agreement (SCI South Bend LLC/Allen Edwin)

Joseph Molnar, Assistant Director of Growth and Opportunity, presented item 5B4 Purchase Agreement (SCI South Bend LLC/Allen Edwin).

In 2023, the Redevelopment Commission received bids for various properties through a Request for Proposals. Allen Edwin expressed interest in the Marion/Leland intersection properties, leading to staff negotiations. The resulting Purchase Agreement commits Allen Edwin to a reduced sales price of \$1,000, with a requirement to invest no less than \$2,400,000 in the construction of 17 housing units within 36 months after closing. Construction is to begin within 12 months of closing.

Upon a motion by Secretary Vivian Sallie to approve item 5B4, seconded by Commissioner Wax, the motion carried unanimously; the Commission approved the Purchase Agreement (SCI South Bend LLC/Allen Edwin) on July 25, 2024.

5. Third Amendment to Purchase Agreement (Lafayette Building)

Joseph Molnar, Assistant Director of Growth and Opportunity, presented item 5B5 Third Amendment to Purchase Agreement (Lafayette Building).

Since the initial Purchase Agreement on September 28, 2023, Lafayette OpCo LLC has requested a third extension of the due diligence period to December 31, 2024. This extension allows for ongoing structural and environmental reviews critical to future renovations. No other changes were made to the original purchase agreement.

Upon a motion by Secretary Vivian Sallie to approve item 5B5, seconded by Vice President David Relos, the motion carried unanimously; the Commission approved Third Amendment to Purchase Agreement (Lafayette Building) on July 25, 2024.

6. Purchase Agreement (Union Station Properties Holding/Union Station)

Caleb Bauer, Executive Director of the Department of Community Investment, presented item 5B6 Purchase Agreement (Union Station Properties Holding/Union Station), item 5B7 Purchase Agreement (Union Station Properties Holding/Claeys), and item 5B8 Development Agreement (Studebaker Admin QOZB) together and requested separate approvals for each item. No commissioners objected.

Under the agreement, Redevelopment Commission would purchase the Grand Hall and Parking Lot of Union Station for \$2.43 million. This price reflects the average of two independent appraisals. The acquisition of this historic property is seen as a strategic long-term investment that could facilitate future passenger rail connections in partnership with Amtrak.

The staff also requests approval to sell the former Claeys Candy building for \$1,000. The sale is part of an effort to activate the property as part of a new data center development. This would facilitate removal of the data center office space over time from the Grand Hall building.

Caleb Bauer further presented a Development Agreement with Studebaker Admin QOZB LLC to support work stabilizing the Studebaker Administration building. The agreement involves a commitment of up to \$825,000 by the Commission for lead and asbestos identification and abatement. This would be paired with a

private investment of \$3.3 million. Although this phase does not fully activate the building, it aims to stabilize and preserve the structure for future redevelopment.

Kevin Smith provided additional context to the Development Agreement (Studebaker Admin QOZB).

Upon a motion by Commissioner Eli Wax to approve item 5B6, seconded by Vice President David Relos, the motion carried unanimously; the Commission approved the Purchase Agreement (Union Station Properties Holding/Union Station) on July 25,2024.

7. Purchase Agreement (Union Station Properties Holding/Claeys)

Upon a motion by Commissioner Eli Wax to approve item 5B7, seconded by Vice President David Relos, the motion carried unanimously; the Commission approved the Purchase Agreement (Union Station Properties Holding/Claeys) on July 25,2024.

8. Development Agreement (Studebaker Admin QOZB)

Upon a motion by Vice President David Relos to approve item 5B8, seconded by Secretary Vivian Sallie, the motion carried unanimously; the Commission approved the Development Agreement (Studebaker Admin QOZB) on July 25,2024.

C. River East Development Area

1. Budget Request (Leeper Street Bridge)

Chana Roschyk, Project Engineer, presented item 5C1 Budget Request (Leeper Street Bridge). Caleb Bauer, Executive Director of the Department of Community Investment, added additional context. The East Bank Trail's section over the Leeper St. Bridge is closed due to safety concerns. Bids for the repair work exceeded the consultant's estimate, necessitating an additional \$120,000 to commence construction. Total project cost will be \$540,000.

Upon a motion by Secretary Vivan Sallie to approve item 5C1, seconded by Vice President David Relos, the motion carried unanimously; the Commission approved the Budget Request (Leeper Street Bridge) on July 25,2024.

**6. Progress Reports**

A. Tax Abatement

Erik Glavich, Director of Growth and Opportunity, reported that the Common Council approved a Declaratory Resolution for a 6-year mixed-use development real property tax abatement for 711 Leland Ave.

B. Common Council

None

C. Other

President Troy Warner discussed the inability of the Commission to have an executive session with David Matthews of Commerce Center Development LLC if all Commissioners are present because the Commission is in litigation with Commerce Center Development LLC.

President Warner proposed that a meeting with David Matthews be added to the current meeting's agenda. However, no further action was taken.

**7. Next Commission Meeting**

Thursday, August 8, 2024, 9:30 a.m.

**8. Adjournment**

Thursday, July 25, 2024, 11:15 a.m.

---

Vivan G. Sallie, Secretary

---

Troy Warner, President





# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

---

SOUTH BEND REDEVELOPMENT COMMISSION  
August 8, 2024, at 9:30 a.m.  
BPW Conference Room, 13<sup>th</sup> Floor, County-City Building  
<https://tinyurl.com/RDC08082024>

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  
Eli Wax, Commissioner

Members Virtually: Leslie Wesley, Commissioner

Members Absent: Marcia Jones, Commissioner

Legal Staff: Danielle Campbell Weiss, Asst. City Attorney

Redevelopment Staff: Caleb Bauer, Exec. Director, DCI  
Erik Glavich, Director of Growth and Opportunity, DCI  
Joseph Molnar, Asst. Dir. of Growth and Opp., DCI  
Elizabeth Mayorga, Board Secretary Backup

Others Present: Zach Hurst, Senior Engineer  
Chris Dressel, Senior Planner  
Leslie Biek, Assistant City Engineer  
Alan Tio, St. Joseph County Airport Authority  
Renata Matousova, St. Joseph County Airport Authority  
Patrick MacCarthaigh, Chief Operating Officer  
Mark Neal, Momentum Development Group  
Sue Kesim, Resident

Matt Barrett, 110 S. Niles Ave.  
Velvet Canada, Commerce Center Development LLC

## **2. Approval of Minutes**

### A. Approval of Minutes of the Regular Meeting of Thursday, June 13, 2024

Erik Glavich, Director of Growth and Opportunity, commented that minor typos were corrected, and Commissioners were provided a hard copy for review.

Upon a motion by Vice President David Relos, second by Secretary Vivian Sallie, the motion carried unanimously; the Commission approved the minutes of the regular meeting of June 13, 2024.

### B. Approval of Minutes of the Regular Meeting of Thursday, June 27, 2024

Upon a motion by Vice President David Relos, second by Secretary Vivian Sallie, the motion carried unanimously; the Commission approved the minutes of the regular meeting of June 27, 2024.

## **3. Approval of Claims**

### A. Claims Allowances 07.24.2024

### B. Claims Allowances 07.31.2024

Upon a motion by Secretary Vivian Sallie to jointly approve Claims Allowances 07.24.2024 and Claims Allowances 07.31.2024, seconded by Vice President David Relos, the motion carried unanimously; the Commission approved the claims allowances of July 27, 2024 and of July 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)

Joseph Molnar, Assistant Director of Growth and Opportunity, presented item 5A1 Budget Request (NNRO/Habitat for Humanity Turnock Street Donation Agreement).

The Northeast Neighborhood Revitalization Organization (NNRO) and Habitat for Humanity are collaborating to build five affordable homes on Turnock Street in the Northeast Neighborhood. Four of these homes will be built by the NNRO, and one by Habitat for Humanity. A shared access drive behind the properties is needed for efficient use of the lots. The funding request of \$65,000 will cover approximately 75% of the construction costs for the drive, which will be built to South Bend alley standards. If approved, the Redevelopment Commission staff will execute a donation agreement with the involved parties.

Upon a motion by Vice President David Relos to approve item 5A1, seconded by Secretary Vivian Sallie, the motion carried unanimously; the Commission approved the Budget Request (NNRO/Habitat for Humanity Turnock Street Donation Agreement) as presented on August 8, 2024.

## B. River West Development Area

### 1. Development Agreement (St. Joseph County Airport Authority)

Erik Glavich, Director of Growth and Opportunity, presented item 5B1 Development Agreement (St. Joseph County Airport Authority).

The Development Agreement would provide \$500,000 to the St. Joseph County Airport Authority. This funding will be used for airport improvements, including a new service counter, passenger processing equipment, an updated baggage belt system, remodeled office space, and expanded bathrooms. The completion date is set for December 31, 2027. The funds will only be disbursed if the Airport Authority secures a new airline service agreement within 12 months. The Airport Authority had recently announced an agreement with Breeze Airways, which satisfies this requirement of the Development Agreement.

Alan Tio, Vice President of Business Development for the airport, discussed the project in more detail. Renata Matousova, Vice President of Finance for the airport, and Patrick MacCarthaigh, Chief Operating Officer, provided additional context.

Upon a motion by Secretary Vivian Sallie to approve item 5B1, seconded by Commissioner Eli Wax, the motion carried unanimously; the Commission approved the Development Agreement (St. Joseph County Airport Authority) on August 8, 2024.

2. First Amendment to Temporary Access Agreement (Momentum Development Group)

Joseph Molnar, Assistant Director of Growth and Opportunity, requested that items 5B2, 5B3, and 5B4 be heard together. No commissioners objected.

Joseph Molnar presented item 5B2 First Amendment to Temporary Access Agreement (Momentum Development Group) and item 5B3 First Amendment to Real Estate Option Agreement (Momentum Development Group).

Momentum Development Group, which acquired the former Salvation Army building at 510 S Main Street from the Redevelopment Commission in 2023, requested a one-year extension of both the Option and Access Agreements. This extension is needed to finalize the design and use of the parking lots associated with the property. No other substantive changes were made to the agreements.

Erik Glavich, Director of Growth and Opportunity, presented item 5B4 Development Agreement (Momentum Development Group/SoMa Capital).

Both organizations are under common ownership. The owners are rehabilitating the old Salvation Army building at 510 S. Main Street into an entrepreneurship hub and the adjacent apartment building at 536 S. Main Street. The Agreement specifies a Redevelopment Commission funding amount not to exceed \$475,000 thousand and a private investment by the Developer of at least \$5,825,000 million. The project is to be completed by July 21, 2026, in line with the purchase agreement.

Mark Neal of Momentum Development Group provided additional information on the project.

Upon a motion by Commissioner Eli Wax to approve item 5B2, seconded by President Troy Warner, the motion carried unanimously; the Commission approved the First Amendment to Temporary Access Agreement (Momentum Development Group) on August 8, 2024.

3. First Amendment to Real Estate Option Agreement (Momentum Development Group)

Upon a motion by Commissioner Eli Wax to approve item 5B3, seconded by Secretary Vivian Sallie, the motion carried unanimously;

the Commission approved the First Amendment to Real Estate Option Agreement (Momentum Development Group) as presented on August 8, 2024.

4. Development Agreement (Momentum Development Group/SoMa Capital)

Upon a motion by Commissioner Eli Wax to approve item 5B4, seconded by President Troy Warner, the motion carried unanimously; the Commission approved the Development Agreement (Momentum Development Group/SoMa Capital) on August 8, 2024.

5. Budget Request (Coal Line Trail Phase III Design)

Chris Dressel, Senior Planner, presented item 5B5 Budget Request (Coal Line Trail Phase III Design).

A budget request of \$12,000 was made to cover additional survey and design costs for Phase III of the Coal Line Trail, which will run between Lincoln Way West and Linden Avenue along College Street. This project aligns with the Kennedy Park Neighborhood Plan and aims to connect to the future Dr. Martin Luther King Jr. Dream Center. Leslie Biek, Assistant City Engineer, provided additional context.

Following a question by Matt Barrett on the status of construction of the Dr. Martin Luther King Jr. Dream Center, Secretary Vivian Sallie asked RDC staff to provide commissioners an updated report on the status of the Dream Center project.

Upon a motion by Secretary Vivian Sallie to approve item 5B5, seconded by Vice President David Relos, the motion carried unanimously; the Commission approved the Budget Request (Coal Line Trail Phase III Design) on August 8, 2024.

6. Budget Request (On-Call Structural Engineering Services)

Caleb Bauer, Executive Director of the Department of Community Investment, presented item 5B6 Budget Request (On-Call Structural Engineering Services).

A budget request of \$25,000 was made for on-call structural engineering services by American Structurepoint. These services are necessary for evaluating the structural integrity of city-owned buildings that may be sold and redeveloped. The current focus is the City Center Place building, with \$7,000 of the request allocated for its evaluation.

Upon a motion by Vice President David Relos to approve item 5B6, seconded by Commissioner Eli Wax, the motion carried unanimously; the Commission approved the Budget Request (On-Call Structural Engineering Services) as presented on August 8, 2024.

7. Budget Request (Drewrys Demolition)

Zach Hurst, Senior Engineer, presented item 5B7 Budget Request (Drewrys Demolition)

A budget request of \$1,000,000 was made to cover demolition costs for Phase II of the Drewry's Brewery cleanup. This phase includes demolishing the Bottling House, loading dock, and siloes. This budget request would augment \$250,000 in American Rescue Plan dollars. A contract price of \$963,600 would ensure that remaining funds cover any unforeseen issues. Any remaining funds will be rolled over for Phase III, which involves removing slabs and foundations to prepare the site for redevelopment. Caleb Bauer, Executive Director of the Director of Community Investment, provided additional information.

Upon a motion by Secretary Vivian Sallie to approve item 5B7, seconded by Vice President David Relos, the motion carried unanimously; the Commission approved the Budget Request (Drewrys Demolition) on August 8, 2024.

8. Donation Agreement (Studebaker Museum)

Joseph Molnar, Assistant Director of Growth and Opportunity, presented item 5B8 Donation Agreement (Studebaker Museum).

The Studebaker National Museum requested to donate two vacant single-family lots at 2117 S. Lafayette and 2113 S. Lafayette to the City. The Museum believes the City has a better chance of redeveloping these lots for residential housing.

Upon a motion by Secretary Vivian Sallie to approve item 5B8, seconded by Commissioner Eli Wax, the motion carried unanimously; the Commission approved the Donation Agreement (Studebaker Museum) on August 8, 2024.

C. River East Development Area

1. Budget Request (Former YMCA Building – 1201 Northside Blvd.)

Zach Hurst, Senior Engineer, presented item 5C1 Budget Request (Former YMCA Building – 1201 Northside Blvd.)

A budget request of \$1,250,000 was made for the demolition of the former YMCA building on Northside Boulevard. The request includes funds for asbestos and environmental hazard mitigation, site backfilling, grading, and re-seeding. The goal is to complete the demolition and site restoration by the end of 2024.

Caleb Bauer, Executive Director of the Department of Community Investment, commented that after demolition, the City would seek redevelopment proposals through a Request for Proposals process. Joseph Molnar, Assistant Director of Growth and Opportunity, provided additional information as well.

Following a motion for approval, Velvet Canada of Commerce Center Development LLC, asked the Commission if she could speak and provide an update on 300 E. LaSalle. President Troy Warner commented the Commission's desire to get through the other agenda items.

Upon a motion by Vice President David Relos to approve item 5C1, seconded by President Troy Warner, the motion carried unanimously; the Commission approved Budget Request (Former YMCA Building – 1201 Northside Blvd.) on August 8, 2024.

D. River East Residential Development Area

1. Budget Request (Angela Blvd. Improvements)

Leslie Biek, Assistant City Engineer, presented item 5D1 Budget Request (Angela Blvd. Improvements).

A budget request of \$200,000 was made to cover change orders for the Angela Blvd Improvements project. Caleb Bauer, Executive Director of the Department of Community Investment, provided additional information.

The change orders include sidewalk color adjustments, crosswalk signal installations, fencing replacement, signal upgrades, and drainage and signage adjustments. These changes were driven by

unforeseen conditions, resident concerns, and requests from Notre Dame.

Upon a motion by Vice President David Relos to approve item 5D1, seconded by President Troy Warner, the motion carried via voice vote with Commissioner Eli Wax voting NAY and all others voting YEA; the Commission approved Budget Request (Angela Blvd. Improvements) on August 8, 2024.

## 6. Progress Reports

### A. Tax Abatement

None

### B. Common Council

None

### C. Other

Secretary Vivian Sallie commented on the request by Velvet Canada of Commerce Center Development LLC to address the Commission and advised that a formal request be made to be placed on the agenda. A discussion on communicating with the Commission took place between President Troy Warner, Caleb Bauer, Executive Director of the Department of Community Investment, and Velvet Canada. Caleb Bauer advised that he and Sandra Kennedy, Corporation Counsel for the City of South Bend, serve as representatives in litigation as it relates to the development.

## 7. Next Commission Meeting

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

## 8. Adjournment

Thursday, August 8, 2024, 10:52 a.m.

---

Vivan G. Sallie, Secretary

---

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: Tuesday, August 13, 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-0085697	\$796,401.34
GBLN-0086263	\$647,205.40
GBLN-0000000	\$0.00
Total:	<u>\$1,443,606.74</u>

-----  
Kyle Willis

---

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

South Bend Redevelopment Commission

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

Date:

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

**Expenditure approval**

RDC Payments-8/6/24 Pymt Run

GBLN-0085697

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029615  
**Payment date:** 8/6/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000107	AMERICAN STRUCTUREPOI NT INC	178167	Beacon District Project - SBMF Demo PSA	8/16/2024	\$17,185.00	324-10-102-121-431000-- PROJ00000528	PO-0029313
V-00000107	AMERICAN STRUCTUREPOI NT INC	178174	Beacon District Project - SBMF Demo PSA	8/16/2024	\$5,685.00	324-10-102-121-431000-- PROJ00000528	PO-0029313
V-00000107	AMERICAN STRUCTUREPOI NT INC	177929	Market District Preliminary Engineering	8/10/2024	\$11,711.25	324-10-102-121-431002-- PROJ00000526	PO-0029308

**Payment method:** ACH-Total  
**Voucher:** RDCP-00029616  
**Payment date:** 8/6/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000526	ENFOCUS INC	1201804914	Commuters Trust - Service EnFocus Fellow	8/11/2024	\$1,000.00	433-10-102-123-439300-- PROJ00000383	PO-0029761
V-00000526	ENFOCUS INC	1201804914	Commuters Trust - EnFocus Project Manager	8/11/2024	\$4,166.67	433-10-102-123-439300-- PROJ00000383	PO-0029761
V-00000526	ENFOCUS INC	1201804914	TCommuters Trust - ransportation Costs	8/11/2024	\$7,200.71	433-10-102-123-439300-- PROJ00000383	PO-0029761

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029617  
**Payment date:** 8/6/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000918	JONES PETRIE RAFINSKI	49458	Four Winds Field Renovation and Expansion - Change order Design/Construction/Bidding/Procurement phases	7/30/2024	\$724,977.08	324-10-102-121-444000-- PROJ00000454	PO-0024886

**Payment method:** ACH-Total  
**Voucher:** RDCP-00029618  
**Payment date:** 8/6/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001518	SMITHGROUP INC	179931	Seitz Park - Design - EJCDC Amendment #7	8/11/2024	\$4,767.50	436-10-102-121-444000-- PROJ00000079	PO-0006606

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029619  
**Payment date:** 8/6/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00008672	USI Consultants, Inc	20216	Inspection Svcs for Coal Line Phase IIB	3/16/2024	\$15,678.13	324-10-102-121-444000-- PROJ00000018	PO-0019649

**Payment method:** CHK-Total  
**Voucher:** RDCP-00029620  
**Payment date:** 8/6/2024

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00013560	CVR Associates, Inc	SB#03	PSA Asset Repositioning Services - HUD Choice Neighborhood	8/15/2024	\$4,030.00	324-10-102-121-431000-- PROJ00000440	PO-0030570

**Expenditure approval**

RDC Payments-8/13/24 Pymt Run

GBLN-0086263

**Payment method:** **CHK-Total**  
**Voucher:** **RDCP-00029815**  
**Payment date:** **8/13/2024**

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000918	JONES PETRIE RAFINSKI	49514	Design - LaSalle / Colfax Streetscape Improvements	7/30/2024	\$36,925.00	429-10-102-121-431002-- PROJ00000317	PO-0013624

**Payment method:** **CHK-Total**  
**Voucher:** **RDCP-00029816**  
**Payment date:** **8/13/2024**

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001012	LOCHMUELLER GROUP INC	314817	PE Services for Coal Line Trail Phase III	8/23/2024	\$2,579.98	324-10-102-121-444000-- PROJ00000314	PO-0027674
V-00001012	LOCHMUELLER GROUP INC	314817	PE Services for Coal Line Trail Phase III	8/23/2024	\$6,468.70	324-10-102-121-431002-- PROJ00000314	PO-0027674

**Payment method:** **CHK-Total**  
**Voucher:** **RDCP-00029817**  
**Payment date:** **8/13/2024**

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001789	Milestone Contractors North, Inc	APP #3	Ameritech & Cleveland Intersection - Roadway Reconstruction	8/21/2024	\$448,835.96	324-10-102-121-442001-- PROJ00000461	PO-0026602

**Payment method:** **CHK-Total**  
**Voucher:** **RDCP-00029818**  
**Payment date:** **8/13/2024**

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

V-00013114	RAM Construction Services of Michigan, Inc.	APP #2	Liberty Tower Parking Garage	5/30/2024	\$152,395.76	324-10-102-121-444000-- PROJ00000467	PO-0029080
------------	--	--------	------------------------------	-----------	--------------	---	------------

---



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 08/20/2024  
FROM: Joseph Molnar  
SUBJECT: First Amendment  
Development Agreement

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

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

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

APPROVED  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

PURPOSE OF REQUEST: First Amendment to Development Agreement  
Great Lakes Capital

Specifics: On March 28, 2024, the Redevelopment Commission approved a Development Agreement with Great Lakes Capital for a large redevelopment project on the north end of downtown South Bend immediately south of Memorial Hospital. Due to a scrivener's error, it was discovered one small parcel (018-1003-0101) was inadvertently excluded from references to the Project Property in certain portions of the Development Agreement. The attached First Amendment modifies the Development Agreement to add the excluded parcel. No other substantive changes are being proposed to the Development Agreement.

Staff recommends approval of the First Amendment.

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

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

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

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

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

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

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

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (“First Amendment”) is made effective as of August \_\_, 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 Great Lakes Capital Development, LLC, an Indiana Limited Liability Company, with offices at 7410 Aspect Drive, Suite 100, Granger, IN 46530 (the "Developer") (each, a "Party," and collectively, the "Parties").

### **Recitals**

- A. The Parties entered into a certain Development Agreement, dated March 28, 2024 (the “Development Agreement”) pertaining to certain local public improvements to renovate, rehabilitate, and activate the Project Property.
- B. The Parties have since discovered that one parcel, namely Key No. 018-1003-0101 was inadvertently excluded from references to the Project Property in certain portions of the Development Agreement.
- C. The Parties now desire to modify certain terms of the Development Agreement to add the excluded parcel.

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

- 1. **Exhibit D** “Form of Temporary Easement” and shall be deleted in its entirety and replaced with the **Exhibit D** attached to this First Amendment.
- 2. **Exhibit G** (“Option to Purchase Agreement”) and **Exhibit H** (“Memorandum of Option Agreement”) shall be deleted in their entirety and replaced with the respective **Exhibit G** and **Exhibit H** attached to this First Amendment.
- 3. Unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.
- 4. Capitalized terms used in this First Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.

*Signature Page Follows*

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

SOUTH BEND REDEVELOPMENT  
COMMISSION

---


Troy Warner, President

ATTEST:

---

Vivian G. Sallie, Secretary

Great Lakes Capital Development LLC



---

Bradley J. Toothaker, Manager



**EXHIBIT D**

**Form of Temporary Easement**

## GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the 7<sup>th</sup> of August, 2024 (the “Effective Date”), by and between Great Lakes Capital LLC, with offices at 7410 Aspect Drive, Suite 100, Granger, IN 46530 (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 Land Exchange and Development Agreement by and between Grantor and Grantee, dated March 28, 2024, as amended (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:

Great Lakes Capital LLC

[Signature]

Printed: Bradley J. Toothaker  
Its: Managing Member

STATE OF Indiana )  
 ) SS:  
COUNTY OF St. Joseph )

Before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley J. Toothaker, to me known to be the Managing Member 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.

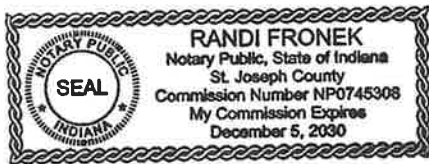
WITNESS my hand and Notarial Seal this 7<sup>th</sup> day of August, 2024.

Randi Fronek

Randi Fronek, Notary Public

Residing in St. Joseph County, Indiana

My Commission Expires: 12/05/30



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**

For APN/Parcel ID(s): 71-08-12-103-002.000-026, 71-08-01-358-008.000-026, 71-08-01-358-007.000-026,  
71-08-01-358-003.000-026, 71-08-01-358-002.000-026, 71-08-01-358-001.000-026,  
71-08-01-355-006.000-026, 71-08-01-355-005.000-026, 71-08-01-355-004.000-026,  
71-08-01-355-003.000-026, 71-08-01-355-002.000-026, 71-08-01-359-001.000-026,  
71-08-01-359-005.000-026 and 71-08-01-358-005.000-026

---

PARCEL 1:

LOTS NUMBERED SEVENTY-TWO (72) AND SEVENTY THREE (73) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, AS RECORDED IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 2 AND 3:

LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171), ONE HUNDRED SEVENTY-TWO (172) AND THE SOUTH FORTY-ONE (41) FEET OF LOT NUMBERED ONE HUNDRED SEVENTY (170), TOGETHER WITH THE VACATED ALLEY LYING BETWEEN LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171) AND ONE HUNDRED SEVENTY-TWO (172) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA.

PARCEL 4, 5, 6 AND 14:

LOTS NUMBERED ONE HUNDRED SEVENTY-FIVE (175) AND ONE HUNDRED SEVENTY-SIX (176) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 7:

LOT NUMBERED ONE HUNDRED SIXTY-TWO (162) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, OF SOUTH BEND IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE EAST HALF OF THE VACATED ALLEY ADJOINING SAID LOT ON THE WEST.

PARCEL 8:

LOT NUMBERED 161 AS SHOWN ON THE RECORDED ORIGINAL PLAT OF TOWN, NOW CITY OF SOUTH BEND, IN ST. JOSEPH COUNTY, INDIANA.

PARCEL 9:

LOT NUMBERED ONE HUNDRED SIXTY (160) AS SHOWN ON THE RECORDED PLAT OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED

MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE SOUTH 1/2 OF A VACATED ALLEY ADJOINING THE NORTH SIDE OF SAID LOT AND THE EAST 1/2 OF A VACATED ALLEY ADJOINING THE WEST SIDE OF SAID LOT.

PARCEL 10:

TRACT 1:

LOT NUMBERED ONE HUNDRED FIFTY-NINE (159) AND THE SOUTH HALF OF LOT NUMBERED ONE

HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND.

TRACT 2:

LOT NUMBERED ONE HUNDRED SIXTY-FIVE (165) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, EXCEPTING THEREFROM: A TRACT OF LAND TAKEN OFF OF AND FROM THE WEST END OF LOT NUMBERED 165 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BE INNING AT THE NORTHWEST CORNER OF SAID LOT 165; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 165 A DISTANCE OF 34.95 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 328.10 FEET A DISTANCE OF 71.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 165 AND 8.52 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 155; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 165 A DISTANCE OF 8.52 FEET TO THE WEST LINE OF SAID LOT 165; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 165. A DISTANCE OF 66.00 FEET TO THE PLACE OF BEGINNING. ALL IN THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.

TRACT 3:

A TRACT OF LAND LOCATED WITHIN LOT NUMBERED ONE HUNDRED SIXTY-SIX (166) AND ONE HUNDRED SIXTY-SEVEN (167) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 166; THENCE WEST ALONG THE SOUTH LINE OF LOT 166 A DISTANCE OF 122 FEET; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 166 AND 69 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 166, A DISTANCE OF 84.5 FEET MORE OR LESS; THENCE FURTHER NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 167 AND 58 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 167, A DISTANCE OF 90 FEET MORE OR LESS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 167 A DISTANCE OF 58 FEET TO THE SOUTHEAST CORNER OF LOT 167; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF LOT 166, A DISTANCE OF 66 FEET TO THE SOUTHEAST CORNER OF LOT 166 AND THE POINT OF BEGINNING.

TRACT 4:

A TRACT OF LAND LOCATED WITHIN LOTS NUMBERED ONE HUNDRED FIFTY-SEVEN (157) AND ONE HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF THE NORTH HALF OF LOT 158 EXCEPT A TRIANGULAR TRACT BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 158; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 158 A DISTANCE OF 33 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 158; THENCE NORTHWESTERLY TO THE NORTH LINE OF SAID LOT 158 AND 28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 158, A DISTANCE OF 43 FEET, MORE OR LESS; THENCE EAST ALONG THE NORTH LINE A DISTANCE OF 28 FEET TO THE POINT OF BEGINNING; ALSO, A CONTIGUOUS PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 157; THENCE NORTHEASTERLY TO A POINT 40.5 FEET EAST AND 30.0 FEET NORTH OF SAID SOUTHWEST CORNER OF LOT 157, A DISTANCE OF 50 FEET MORE OR LESS; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF LOT 157; A DISTANCE OF 50.0 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 157 AND 28 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 157; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 157 A DISTANCE OF 137 FEET TO THE SOUTHWEST CORNER OF SAID LOT 157 AND THE POINT OF BEGINNING.

ALSO THAT PART OF THE VACATED ALLEYS ADJOINING THE ABOVE LOTS AS SET OUT IN DOCUMENT RECORDED NOVEMBER 30, 1982, AS INSTRUMENT NUMBER 8218209, DOCUMENT RECORDED NOVEMBER 9, 2012 RECORDED AS INSTRUMENT NUMBER 1236057 AND DOCUMENT RECORDED

MARCH 28, 2013 AS INSTRUMENT NUMBER 1309138, ALL IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 11:

LOTS NUMBERED ONE HUNDRED SIXTY-THREE (163) AND ONE HUNDRED SIXTY-FOUR (164), AS SHOWN ON THE RECORDED PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA. ALSO THE WEST HALF OF THE VACATED ALLEY ADJOINING ON THE EAST SIDE OF SAID LOTS, ALL IN ST. JOSEPH COUNTY, INDIANA.

PARCEL 12:

PART OF LOT NUMBERED ONE-HUNDRED FIFTEEN (115) OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 115, THENCE SOUTH ON THE WEST LINE OF SAID LOT, 56 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT, 100 FEET, THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT, 56 FEET TO THE NORTH TINE OF SAID LOT THENCE WEST ON THE NORTH

LINE OF SAID LOT, 100 FEET TO THE PLACE OF BEGINNING, ST. JOSEPH COUNTY, INDIANA.

PARCEL 13:

PART OF LOT NUMBERED ONE HUNDRED FIFTEEN (115) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS BEGINNING ON THE NORTH LINE OF SAID LOT, 100 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE RUNNING SOUTH 56 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE RIVER'S EDGE OF THE ST. JOSEPH RIVER; THENCE ANGLING NORTHEASTERLY WITH THE RIVER'S EDGE TO THE SOUTH LINE OF MADISON STREET, WHERE IT JOINS THE RIVER'S EDGE; THENCE WEST ON THE NORTH LINE OF SAID LOT AND SAID SOUTH LINE OF MADISON STREET TO THE PLACE OF BEGINNING, IN ST. JOSEPH COUNTY, INDIANA, TOGETHER WITH THE SOUTH 22.75 FEET OF THE VACATED MADISON STREET LYING NORTH AND ADJACENT TO APPROXIMATELY THE EASTERLY ONE-HALF OF THE PARCEL DESCRIBED ABOVE.

**Exhibit G**

**Option to Purchase Agreement**



## **OPTION TO PURCHASE AGREEMENT**

THIS EXCLUSIVE OPTION TO PURCHASE AGREEMENT (the "Option Agreement") is made and entered into by and between the South Bend Redevelopment Commission, governing body of the South Bend Department of Redevelopment ("Commission"), and Great Lakes Capital Development, LLC, an Indiana Limited Liability Company, with offices at 7410 Aspect Drive, Suite 100, Granger, IN 46530 (the "Developer") (the Commission and the Developer are each sometimes referred to herein as a "Party" or collectively as the "Parties").

### **PRELIMINARY STATEMENT**

Developer is the owner of certain real estate, as more particularly described in **Exhibit 1** to this Option Agreement (the "Property"). The Parties have entered into a certain Development Agreement dated March 28, 2024, as amended (the "Development Agreement"), relating to the Developer's construction of new housing units, a new hotel, and retail and office space in downtown South Bend and the Commission's contribution to the construction of a parking garage on the Property. The Parties acknowledge and agree that the Project Plan set forth in the Development Agreement is one piece of a greater downtown South Bend plan for development of the Madison Lifestyle District, and if the Developer does not proceed with completing the Project as set forth in the Development Agreement, the Commission, the City, and citizens of the South Bend will suffer significant injury. Therefore, if the Project is not completed, in accordance with the Project Plan set forth in the Development Agreement, the Commission shall be entitled to an exclusive option to purchase the Project Property ("Option"), if certain conditions are present, and, in the event of exercise of said Option, Developer agrees to sell the Property to the Commission, upon the terms and conditions hereinafter set forth. Unless otherwise specified herein, all capitalized terms have the meaning set forth in the Development Agreement.

In consideration of the mutual promises contained in this Option Agreement, the Parties agree to the following:

### **AGREEMENT**

1. **Exclusive Option to Purchase.** The Developer hereby grants the Commission the exclusive Option to purchase the Property, subject to the terms and conditions set forth herein. The Option must be exercised by Commission, if at all, no later than one year after the trigger events set forth in the Development Agreement (the "Option Period"), which shall occur if:

- a. The conditions set forth in Section 3.2 of the Development Agreement that must be satisfied or waived in writing prior to execution of the Notice of Commence cannot be fulfilled and the Developer elects to terminate the Development Agreement as a result, or
- b. Developer fails to (1) complete Phase 1 or Phase 2 of the Project by the Mandatory Completion Dates set forth in Section 4.6 of the Development Agreement, or (2) expend the full amount of Private Investment as defined in Section 1.4 of the Development Agreement for the Project by the end of the Mandatory Completion Dates.

As a consideration for this Option, the parties acknowledge that the Commission will pay the Funding Amount and construct the Local Public Improvements as set forth in the Development Agreement (the "Option Payment").

2. Exercise of Option. Commission may exercise the Option by giving notice to the Developer in writing during the Option Period in the manner provided for the giving of notices in Section 10 of this Option Agreement.

3. Purchase Price. In the event of exercise, the Commission shall purchase from Developer and Developer shall sell to the Commission, the Property for the purchase price of One Dollar (\$1.00), as well as any costs typically paid by the seller at closing, including but not limited to taxes, closing costs, and transfer fees (the "Purchase Price").

4. Purchase Agreement and Closing. If the Option is exercised, the Commission and Developer will promptly negotiate the terms of a purchase agreement for the Property, which shall include the Purchase Price and shall specify that the Commission shall accept Property described in Exhibit 1, as-is with all faults. The Commission and its counsel shall be responsible for preparing the initial draft of the purchase agreement, which will be in a form customary for transactions of similar scope and significance to the Parties and, with the exception of the foregoing, will include customary representations, warranties, indemnities, covenants, customary conditions of closing and other customary matters. At closing, Developer shall deliver a warranty deed free and clear of all encumbrances excepting and subject to all legal highways, applicable zoning ordinances, and easements of record and real estate taxes and assessments prorated in accordance with local custom.

5. Recording of Memorandum. The Parties shall concurrently herewith execute, record and place of record a memorandum of this Option Agreement in the office of the County Recorder of St. Joseph County, Indiana.

6. Governing Law and Jurisdiction. This Option Agreement will be governed by Indiana law, without regard to principles of conflicts of law. Any dispute between the Parties shall be heard in any court of competent jurisdiction in St. Joseph County, Indiana.

7. Benefit of the Parties. This Option Agreement is made solely for the benefit of the Parties, and no one else shall acquire or have any right under (or by virtue of) this Option Agreement.

8. Binding Effect and Assignment. This Option Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns. The rights and obligations contained in this Option Agreement shall not be assigned by either Party.

9. Amendment. This Option Agreement may only be amended or modified as may be agreed upon in writing by all Parties.

10. Notices. All notices and other communications hereunder shall be in writing and shall be furnished by hand delivery or by registered or certified mail to the Parties at the addresses set forth below. Any such notice shall be duly given upon the date it is delivered to the addresses shown below, addressed as follows:

If to the Commission, to:

South Bend Redevelopment Commission  
c/o Department of Community Investment  
227 W. Jefferson Blvd., Suite 1400 S.  
South Bend, IN 46601  
Attn: Executive Director

With a copy to:

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

If to Developer, to:

Great Lakes Capital Development LLC  
7410 Aspect Drive, Suite 100  
Granger, IN 46530  
Attn: Audra Sieradzki  
E-mail: [asieradzki@greatlakescapital.com](mailto:asieradzki@greatlakescapital.com)

With a copy to:

Rich Deahl  
E-mail: [rdeahl@greatlakescapital.com](mailto:rdeahl@greatlakescapital.com)

11. Severability. If any term, provision, covenant or restriction contained in this Option Agreement that is intended to be binding and enforceable is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. 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.


13. 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.

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

15. Entire Agreement. The Parties acknowledge that upon final execution of this Option Agreement, all previous statements, proposals, offers and information and any oral statements or understandings are hereby rendered void, null, and of no legal consequence in connection with the subject matter hereof and that this Option Agreement represents an expression of the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements or understandings of any kind between the Parties with respect to the subject matter hereof.

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, Vice President

ATTEST:

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

Great Lakes Capital Development LLC

  
\_\_\_\_\_  
Bradley J. Toothaker, Manager

EXHIBIT 1

**Description of Property**

For APN/Parcel ID(s): 71-08-12-103-002.000-026, 71-08-01-358-008.000-026, 71-08-01-358-007.000-026,

71-08-01-358-003.000-026, 71-08-01-358-002.000-026, 71-08-01-358-001.000-026,  
71-08-01-355-006.000-026, 71-08-01-355-005.000-026, 71-08-01-355-004.000-026,  
71-08-01-355-003.000-026, 71-08-01-355-002.000-026, 71-08-01-359-001.000-026,  
71-08-01-359-005.000-026 and 71-08-01-358-005.000-026

PARCEL 1:

LOTS NUMBERED SEVENTY-TWO (72) AND SEVENTY THREE (73) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, AS RECORDED IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 2 AND 3:

LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171), ONE HUNDRED SEVENTY-TWO (172) AND THE SOUTH FORTY-ONE (41) FEET OF LOT NUMBERED ONE HUNDRED SEVENTY (170), TOGETHER WITH THE VACATED ALLEY LYING BETWEEN LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171) AND ONE HUNDRED SEVENTY-TWO (172) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA.

PARCEL 4, 5, 6 AND 14:

LOTS NUMBERED ONE HUNDRED SEVENTY-FIVE (175) AND ONE HUNDRED SEVENTY-SIX (176) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 7:

LOT NUMBERED ONE HUNDRED SIXTY-TWO (162) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, OF SOUTH BEND IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE EAST HALF OF THE VACATED ALLEY ADJOINING SAID LOT ON THE WEST.

PARCEL 8:

LOT NUMBERED 161 AS SHOWN ON THE RECORDED ORIGINAL PLAT OF TOWN, NOW CITY OF SOUTH BEND, IN ST. JOSEPH COUNTY, INDIANA.

PARCEL 9:

LOT NUMBERED ONE HUNDRED SIXTY (160) AS SHOWN ON THE RECORDED PLAT OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE SOUTH 1/2 OF A VACATED ALLEY ADJOINING THE NORTH SIDE OF SAID LOT AND THE EAST 1/2 OF A VACATED ALLEY ADJOINING THE WEST SIDE OF SAID LOT.

PARCEL 10:

TRACT 1:

LOT NUMBERED ONE HUNDRED FIFTY-NINE (159) AND THE SOUTH HALF OF LOT NUMBERED ONE

HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND.

TRACT 2:

LOT NUMBERED ONE HUNDRED SIXTY-FIVE (165) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, EXCEPTING THEREFROM: A TRACT OF LAND TAKEN OFF OF AND FROM THE WEST END OF LOT NUMBERED 165 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BE INNING AT THE NORTHWEST CORNER OF SAID LOT 165; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 165 A DISTANCE OF 34.95 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 328.10 FEET A DISTANCE OF 71.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 165 AND 8.52 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 155; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 165 A DISTANCE OF 8.52 FEET TO THE WEST LINE OF SAID LOT 165; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 165. A DISTANCE OF 66.00 FEET TO THE PLACE OF BEGINNING. ALL IN THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.

TRACT 3:

A TRACT OF LAND LOCATED WITHIN LOT NUMBERED ONE HUNDRED SIXTY-SIX (166) AND ONE HUNDRED SIXTY-SEVEN (167) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 166; THENCE WEST ALONG THE SOUTH LINE OF LOT 166 A DISTANCE OF 122 FEET; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 166 AND 69 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 166, A DISTANCE OF 84.5 FEET MORE OR LESS; THENCE FURTHER NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 167 AND 58 FEET NORTH OF THE

SOUTHEAST CORNER OF SAID LOT 167, A DISTANCE OF 90 FEET MORE OR LESS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 167 A DISTANCE OF 58 FEET TO THE SOUTHEAST CORNER OF LOT 167; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF LOT 166, A DISTANCE OF 66 FEET TO THE SOUTHEAST CORNER OF LOT 166 AND THE POINT OF BEGINNING.

TRACT 4:

A TRACT OF LAND LOCATED WITHIN LOTS NUMBERED ONE HUNDRED FIFTY-SEVEN (157) AND ONE HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF THE NORTH HALF OF LOT 158 EXCEPT A TRIANGULAR TRACT BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 158; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 158 A DISTANCE OF 33 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 158; THENCE NORTHWESTERLY TO THE NORTH LINE OF SAID LOT 158 AND 28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 158, A DISTANCE OF 43 FEET, MORE OR LESS; THENCE EAST ALONG THE NORTH LINE A DISTANCE OF 28 FEET TO THE POINT OF BEGINNING; ALSO, A CONTIGUOUS PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 157; THENCE NORTHEASTERLY TO A POINT 40.5 FEET EAST AND 30.0 FEET NORTH OF SAID SOUTHWEST CORNER OF LOT 157, A DISTANCE OF 50 FEET MORE OR LESS; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF LOT 157; A DISTANCE OF 50.0 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 157 AND 28 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 157; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 157 A DISTANCE OF 137 FEET TO THE SOUTHWEST CORNER OF SAID LOT 157 AND THE POINT OF BEGINNING.

ALSO THAT PART OF THE VACATED ALLEYS ADJOINING THE ABOVE LOTS AS SET OUT IN DOCUMENT RECORDED NOVEMBER 30, 1982, AS INSTRUMENT NUMBER 8218209, DOCUMENT RECORDED NOVEMBER 9, 2012 RECORDED AS INSTRUMENT NUMBER 1236057 AND DOCUMENT RECORDED

MARCH 28, 2013 AS INSTRUMENT NUMBER 1309138, ALL IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 11:

LOTS NUMBERED ONE HUNDRED SIXTY-THREE (163) AND ONE HUNDRED SIXTY-FOUR (164), AS SHOWN ON THE RECORDED PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA. ALSO THE WEST HALF OF THE VACATED ALLEY ADJOINING ON THE EAST SIDE OF SAID LOTS, ALL IN ST. JOSEPH COUNTY, INDIANA.



PARCEL 12:

PART OF LOT NUMBERED ONE-HUNDRED FIFTEEN (115) OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 115, THENCE SOUTH ON THE WEST LINE OF SAID LOT, 56 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT, 100 FEET, THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT, 56 FEET TO THE NORTH TINE OF SAID LOT THENCE WEST ON THE NORTH LINE OF SAID LOT, 100 FEET TO THE PLACE OF BEGINNING, ST. JOSEPH COUNTY, INDIANA.

PARCEL 13:

PART OF LOT NUMBERED ONE HUNDRED FIFTEEN (115) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS BEGINNING ON THE NORTH LINE OF SAID LOT, 100 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE RUNNING SOUTH 56 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE RIVER'S EDGE OF THE ST. JOSEPH RIVER; THENCE ANGLING NORTHEASTERLY WITH THE RIVER'S EDGE TO THE SOUTH LINE OF MADISON STREET, WHERE IT JOINS THE RIVER'S EDGE; THENCE WEST ON THE NORTH LINE OF SAID LOT AND SAID SOUTH LINE OF MADISON STREET TO THE PLACE OF BEGINNING, IN ST. JOSEPH COUNTY, INDIANA, TOGETHER WITH THE SOUTH 22.75 FEET OF THE VACATED MADISON STREET LYING NORTH AND ADJACENT TO APPROXIMATELY THE EASTERLY ONE-HALF OF THE PARCEL DESCRIBED ABOVE.

**Exhibit H**

**Memorandum of Option Agreement**

## MEMORANDUM OF OPTION AGREEMENT

This Memorandum of Option Agreement (this “Memorandum”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between South Bend Redevelopment Commission, governing body of the Department of Redevelopment of the City of South Bend, Indiana (the “Commission”), and Great Lakes Capital Development, LLC, an Indiana Limited Liability Company, with offices at 7410 Aspect Drive, Suite 100, Granger, IN 46530 (the “Developer”) (the Commission and the Developer are each sometimes referred to herein as a "Party" or collectively as the "Parties").

### WITNESSETH

WHEREAS, the Developer is the owner of that certain real estate situated in the City of South Bend, County of St. Joseph and State of Indiana, comprising 14 parcels which are more particularly described on Exhibit 1, attached hereto and made a part hereof as if fully rewritten herein (the “Property”); and

WHEREAS, as of the date hereof, the Commission and the Developer entered into an Option Agreement (the “Agreement”) whereby the Developer granted the Commission an exclusive option (the “Option”) to purchase the Property (the “Option Property”) upon terms and conditions more particularly set forth in the Agreement, and pursuant to the terms of a certain Development Agreement between the Parties dated March 28, 2024, as amended (the “Development Agreement”); and

WHEREAS, the parties are desirous of placing their interests therein as a matter of record.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties hereto hereby agree as follows:

1. The term of the Option commenced upon the Effective Date and shall continue until the Developer completes Phase 1 and Phase 2 of the Project by the Mandatory Completion Dates set forth in Section 4.6 of the Development Agreement and expends the full amount of Private Investment as defined in Section 1.4 of the Development Agreement for the Project by the end of the Mandatory Completion Dates, which must be evidenced by a Certificate of Completion, unless earlier terminated pursuant to terms set forth in 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 true and correct and are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

SOUTH BEND REDEVELOPMENT COMMISSION

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

ATTEST:

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

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared Troy Warner and Vivian Sallie, known by me to be President and Secretary, respectively, of the Commission in the foregoing Memorandum, and who, in such capacity, acknowledged the execution of the same, being authorized so to do.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Residing in \_\_\_\_\_ County, IN

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

GREAT LAKES CAPITAL DEVELOPMENT LLC

Bradley J. Toothaker, Managing Member

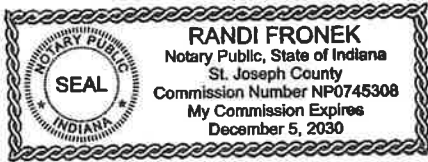
STATE OF INDIANA )  
 ) SS:  
COUNTY OF ST. JOSEPH )

Before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley J. Toothaker, to me known to be the Managing Member of the Developer in the above Memorandum of Option and acknowledged the execution of the same as his free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 7<sup>th</sup> day of August, 2024.

Randi Fronck  
Randi Fronck, Notary Public  
Residing in St. Joseph County, IN

My Commission Expires: 12/05/30



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

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

EXHIBIT 1

**Description of Property**

For APN/Parcel ID(s): 71-08-12-103-002.000-026, 71-08-01-358-008.000-026, 71-08-01-358-007.000-026,

71-08-01-358-003.000-026, 71-08-01-358-002.000-026, 71-08-01-358-001.000-026,  
71-08-01-355-006.000-026, 71-08-01-355-005.000-026, 71-08-01-355-004.000-026,  
71-08-01-355-003.000-026, 71-08-01-355-002.000-026, 71-08-01-359-001.000-026,  
71-08-01-359-005.000-026 and 71-08-01-358-005.000-026

---

PARCEL 1:

LOTS NUMBERED SEVENTY-TWO (72) AND SEVENTY THREE (73) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, AS RECORDED IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 2 AND 3:

LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171), ONE HUNDRED SEVENTY-TWO (172) AND THE SOUTH FORTY-ONE (41) FEET OF LOT NUMBERED ONE HUNDRED SEVENTY (170), TOGETHER WITH THE VACATED ALLEY LYING BETWEEN LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171) AND ONE HUNDRED SEVENTY-TWO (172) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA.

PARCEL 4, 5, 6 AND 14:

LOTS NUMBERED ONE HUNDRED SEVENTY-FIVE (175) AND ONE HUNDRED SEVENTY-SIX (176) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 7:

LOT NUMBERED ONE HUNDRED SIXTY-TWO (162) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, OF SOUTH BEND IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE EAST HALF OF THE VACATED ALLEY ADJOINING SAID LOT ON THE WEST.

PARCEL 8:

LOT NUMBERED 161 AS SHOWN ON THE RECORDED ORIGINAL PLAT OF TOWN, NOW CITY OF SOUTH BEND, IN ST. JOSEPH COUNTY, INDIANA.

PARCEL 9:

LOT NUMBERED ONE HUNDRED SIXTY (160) AS SHOWN ON THE RECORDED PLAT OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE SOUTH 1/2 OF A VACATED ALLEY ADJOINING THE NORTH SIDE OF SAID LOT AND THE EAST 1/2 OF A VACATED ALLEY ADJOINING THE WEST SIDE OF SAID LOT.

PARCEL 10:

TRACT 1:

LOT NUMBERED ONE HUNDRED FIFTY-NINE (159) AND THE SOUTH HALF OF LOT NUMBERED ONE

HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND.

TRACT 2:

LOT NUMBERED ONE HUNDRED SIXTY-FIVE (165) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, EXCEPTING THEREFROM: A TRACT OF LAND TAKEN OFF OF AND FROM THE WEST END OF LOT NUMBERED 165 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BE INNING AT THE NORTHWEST CORNER OF SAID LOT 165; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 165 A DISTANCE OF 34.95 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 328.10 FEET A DISTANCE OF 71.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 165 AND 8.52 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 155; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 165 A DISTANCE OF 8.52 FEET TO THE WEST LINE OF SAID LOT 165; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 165. A DISTANCE OF 66.00 FEET TO THE PLACE OF BEGINNING. ALL IN THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.

TRACT 3:

A TRACT OF LAND LOCATED WITHIN LOT NUMBERED ONE HUNDRED SIXTY-SIX (166) AND ONE HUNDRED SIXTY-SEVEN (167) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 166; THENCE WEST ALONG THE SOUTH LINE OF LOT 166 A DISTANCE OF 122 FEET; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 166 AND 69 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 166, A DISTANCE OF 84.5 FEET MORE OR LESS; THENCE FURTHER NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 167 AND 58 FEET NORTH OF THE

SOUTHEAST CORNER OF SAID LOT 167, A DISTANCE OF 90 FEET MORE OR LESS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 167 A DISTANCE OF 58 FEET TO THE SOUTHEAST CORNER OF LOT 167; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF LOT 166, A DISTANCE OF 66 FEET TO THE SOUTHEAST CORNER OF LOT 166 AND THE POINT OF BEGINNING.

TRACT 4:

A TRACT OF LAND LOCATED WITHIN LOTS NUMBERED ONE HUNDRED FIFTY-SEVEN (157) AND ONE HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF THE NORTH HALF OF LOT 158 EXCEPT A TRIANGULAR TRACT BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 158; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 158 A DISTANCE OF 33 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 158; THENCE NORTHWESTERLY TO THE NORTH LINE OF SAID LOT 158 AND 28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 158, A DISTANCE OF 43 FEET, MORE OR LESS; THENCE EAST ALONG THE NORTH LINE A DISTANCE OF 28 FEET TO THE POINT OF BEGINNING; ALSO, A CONTIGUOUS PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 157; THENCE NORTHEASTERLY TO A POINT 40.5 FEET EAST AND 30.0 FEET NORTH OF SAID SOUTHWEST CORNER OF LOT 157, A DISTANCE OF 50 FEET MORE OR LESS; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF LOT 157; A DISTANCE OF 50.0 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 157 AND 28 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 157; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 157 A DISTANCE OF 137 FEET TO THE SOUTHWEST CORNER OF SAID LOT 157 AND THE POINT OF BEGINNING.

ALSO THAT PART OF THE VACATED ALLEYS ADJOINING THE ABOVE LOTS AS SET OUT IN DOCUMENT RECORDED NOVEMBER 30, 1982, AS INSTRUMENT NUMBER 8218209, DOCUMENT RECORDED NOVEMBER 9, 2012 RECORDED AS INSTRUMENT NUMBER 1236057 AND DOCUMENT RECORDED

MARCH 28, 2013 AS INSTRUMENT NUMBER 1309138, ALL IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 11:

LOTS NUMBERED ONE HUNDRED SIXTY-THREE (163) AND ONE HUNDRED SIXTY-FOUR (164), AS SHOWN ON THE RECORDED PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA. ALSO THE WEST HALF OF THE VACATED ALLEY ADJOINING ON THE EAST SIDE OF SAID LOTS, ALL IN ST. JOSEPH COUNTY, INDIANA.



PARCEL 12:

PART OF LOT NUMBERED ONE-HUNDRED FIFTEEN (115) OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 115, THENCE SOUTH ON THE WEST LINE OF SAID LOT, 56 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT, 100 FEET, THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT, 56 FEET TO THE NORTH TINE OF SAID LOT THENCE WEST ON THE NORTH LINE OF SAID LOT, 100 FEET TO THE PLACE OF BEGINNING, ST. JOSEPH COUNTY, INDIANA.

PARCEL 13:

PART OF LOT NUMBERED ONE HUNDRED FIFTEEN (115) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS BEGINNING ON THE NORTH LINE OF SAID LOT, 100 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE RUNNING SOUTH 56 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE RIVER'S EDGE OF THE ST. JOSEPH RIVER; THENCE ANGLING NORTHEASTERLY WITH THE RIVER'S EDGE TO THE SOUTH LINE OF MADISON STREET, WHERE IT JOINS THE RIVER'S EDGE; THENCE WEST ON THE NORTH LINE OF SAID LOT AND SAID SOUTH LINE OF MADISON STREET TO THE PLACE OF BEGINNING, IN ST. JOSEPH COUNTY, INDIANA, TOGETHER WITH THE SOUTH 22.75 FEET OF THE VACATED MADISON STREET LYING NORTH AND ADJACENT TO APPROXIMATELY THE EASTERLY ONE-HALF OF THE PARCEL DESCRIBED ABOVE.



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: 08/19/2024  
FROM: Joseph Molnar  
SUBJECT: Opening of 410 W Wayne  
RFP Bids

\_\_\_\_\_ 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: Public Opening of River Glenn Request for Proposal Bids

Specifics: On June 27<sup>th</sup>, the Redevelopment Commission approved a Request for Proposals for 410 W Wayne. That RFP set 5:00 p.m. on August 21<sup>st</sup> as the due date for all bids. Any and all bids received by that time will be publicly opened at the August 22<sup>nd</sup> RDC meeting.

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: 08/19/2024  
FROM: Joseph Molnar  
SUBJECT: Opening of River Glenn RFP Bids

\_\_\_\_\_ 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: Public Opening of River Glenn Request for Proposal Bids

Specifics: On June 27<sup>th</sup>, the Redevelopment Commission approved a Request for Proposals for the former River Glenn Office Park. That RFP set 5:00 p.m. on August 21<sup>st</sup> as the due date for all bids. Any and all bids received by that time will be publicly opened at the August 22<sup>nd</sup> RDC meeting.

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



South Bend

# Redevelopment Commission

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

## Redevelopment Commission Agenda Item

DATE: 8/19/24

FROM: Erik Glavich, Director, Growth & Opportunity

SUBJECT: River Walk L.L.C. Development Agreement

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

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

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

APPROVED

Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

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

\* 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:** Development Agreement for property located at 703 Northside Blvd., South Bend, Indiana 46601 (River Walk L.L.C.)

**SPECIFICS:** The Commission will consider a Development Agreement with River Walk L.L.C., an entity owned by a local developer, for the redevelopment of long-vacant property on Northside Boulevard. west of St. Peter Street. The developer plans to build 13 individual housing units, which continues the activation of properties near Howard Park and within walking distance of downtown South Bend.

This Agreement specifies that (1) the Funding Amount provided by Redevelopment Commission will not exceed \$500,000 and (2) the Private Investment by the Developer will be no less than \$10 million. The RDC funding will be used in the project through purchases of materials that support local public improvements. The developer commits to completing the project by December 31, 2027.

Staff recommends approval of this Development Agreement.

## **DEVELOPMENT AGREEMENT**

This Development Agreement (this “Agreement”), is effective as of \_\_\_\_\_, 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 River Walk L.L.C., an Indiana Limited Liability Company with a mailing address at 1110 Burns Avenue, South Bend, Indiana 46617 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

### **RECITALS**

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

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

WHEREAS, the Developer owns certain real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (collectively, the “Developer Property”); and

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

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

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

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

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

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

### **SECTION 1. DEFINITIONS.**

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

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

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

1.3 Funding Amount. “Funding Amount” means an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) 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 Ten Million Dollars (\$10,000,000.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

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

### **2.1 Interpretation.**

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

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

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

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

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

## **SECTION 3. ACCESS.**

3.1 Grant of Easement. The Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the Developer Property (the “Easement”) in the form attached hereto as **Exhibit D**, to permit the Commission to fulfill its obligations under this Agreement, including the construction, equipping, inspection, and delivery of the Local Public Improvements. The Easement shall (a) inure to the benefit of the Commission

and the Board of Works or any contractors acting on behalf of the Commission in connection with the construction, equipping, inspection, and delivery of the Local Public Improvements; (b) shall bind the Developer and its grantees, successors, and assigns; and (c) shall terminate no later than upon completion of the Local Public Improvements, as determined by the Board of Works.

**SECTION 4. DEVELOPER'S OBLIGATIONS.**

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

4.2 The Project.

(a) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as **Exhibit B** and the plans and specifications to be approved by the City 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 B** and the plans and specifications to be approved by the Commission pursuant to Section 4.7 ("Submission of Plans and Specifications for Project") of this Agreement.

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

4.4 Obtain Necessary Easements. The Developer agrees to obtain any and all easements from any governmental entity and/or any other third parties that the Developer or the Commission 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 December 31, 2027 (the "Mandatory Project Completion Date"). The Developer further agrees the total Project will be completed in accordance with the Project Plan attached hereto as **Exhibit B**.

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

4.6 Reporting Obligations.

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

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

4.7 Submission of Plans and Specifications for Project. Promptly upon completion of all plans and specifications for the Project, or changes thereto, and prior to the Commission's expenditure of the Funding Amount, the Developer shall deliver a complete set thereof to the City's Executive Director 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 F** attached hereto and the Commission and the City shall be named as additional insureds on such policies (but not on any worker's compensation policies).

4.12 **Information.** 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 C** attached hereto on a schedule to be reasonably determined and agreed to by the Commission and the Developer, as may be modified due to unforeseen circumstances and delays. In the event that the Purchase Agreement is terminated, and the transfer of property contemplated therein does not occur, this Development Agreement shall become null and void, and the Commission shall have no obligation to complete or cause to be completed the Local Public Improvements or expend the Funding Amount.

(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: River Walk L.L.C.  
1110 Burns Avenue  
South Bend, IN 46617  
Attn: James Sieradski

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.

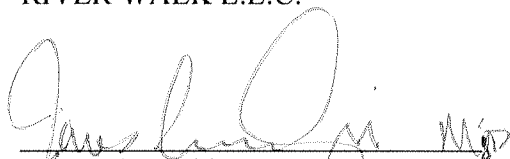
SOUTH BEND REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

RIVER WALK L.L.C.

  
\_\_\_\_\_  
James Sieradski, Manager

**EXHIBIT A**

**Description of Developer Property**

**Tax ID No.** 018-6002-0040

**Parcel Key No.** 71-08-12-282-013.000-026

**Legal Description:** Lot 1 River Walk Sub 18/19 NP # 1377 5/18/2017

**Commonly known as:** 703 Northside Blvd.



## **EXHIBIT B**

### **Project Plan**

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

The Developer will develop the Developer Property described in **Exhibit A**, specifically:

- Constructing thirteen (13) individual housing units, each consisting of either two (2), three (3), or four (4) bedrooms;
- Installing all necessary utilities for the proper functioning of each housing unit; and
- Installing sidewalks, curbs, retaining walls, and all other necessary infrastructure in accordance with 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.

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.

The structures will be considered complete upon the issuance of Certificates of Occupancy.

## EXHIBIT C

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

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

- Purchases of materials that support local public improvements to the Developer Property; and
- Any other local public improvements eligible to be paid from tax increment finance revenues as agreed upon between the Parties.

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 D**

**Form of Easement**

## GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the \_\_\_\_\_ of \_\_\_\_\_, 2024 (the “Effective Date”), by and between River Walk L.L.C., an Indiana Limited Liability Company with a mailing address at 1110 Burns Avenue, South Bend, Indiana 46617 (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 \_\_\_\_\_, 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:

River Walk L.L.C.

James Sieradski  
Printed: James Sieradski

Its: Manager

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared James Sieradski, to me known to be the 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 15<sup>th</sup> day of AUGUST, 2024.



Sherry L Akey  
Sherry L Akey, Notary Public

Residing in Lake County, INDIANA

My Commission Expires: 3-7-27

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.** 018-6002-0040

**Parcel Key No.** 71-08-12-282-013.000-026

**Legal Description:** Lot 1 River Walk Sub 18/19 NP # 1377 5/18/2017

**Commonly known as:** 703 Northside Blvd.

**EXHIBIT E**

**Form of Report to Commission**

City of South Bend  
Department of Community Investment

**Development Agreement Review**

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

**Project Information**

Project Name: "The Point" town homes

Address: 703 North Side BLVD

**Construction Completed to Date:**

**Project Schedule Update:**

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

**Number of Jobs Created:** 1

Name: JAMES SIERADZKI

Address: 1110 BURNS ST

Position: MANAGER

Email: TIM@CENTURYCUSTOMBUILDERS.COM

Signature: [Signature] Date: 8-15-2024



**EXHIBIT F**

**Minimum Insurance Amounts**

- A. Worker's Compensation
  - 1. State Statutory
  - 2. Applicable Federal Statutory
  - 3. Employer's Liability \$100,000.00
  
- B. Comprehensive General Liability
  - 1. Bodily Injury
    - a. \$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 22, 2024  
FROM: Charlotte Brach, P.E.  
SUBJECT: Budget Request – ND to DTSB Trail

\_\_\_\_\_ 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 of \$500,000 from the River East TIF for the Notre Dame to Downtown South Bend Trail Project

Specifics: This funding will contribute to the construction costs for the Notre Dame to Downtown South Bend Trail Project. The project includes water main replacement, storm sewer installation, full depth pavement replacement, a road diet, curb replacement, a shared use path along Notre Dame Avenue, South Bend Avenue, and Hill Street, and sidewalk replacement. Notre Dame and visit South Bend each contributed \$3.5 Million to this project, and the City contributed an additional \$4 Million through a bond.

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