



South Bend

# Redevelopment Commission

215 S. Dr. Martin Luther King, Jr. Blvd., Room 301, South Bend, Indiana

## Agenda

Regular Meeting

November 13, 2025 – 9:30 a.m.

City Hall Council Chambers 3<sup>rd</sup> Floor or via:

<https://tinyurl.com/RDC2025-2026-Meetings>

Meeting Recording Link: <https://tinyurl.com/RDC-Meeting-Recordings>

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### 1. Roll Call

- Troy Warner, President – (Council) Jan. 2025 to Dec. 2025
- Dave Relos, Vice President – (Mayor) Jan. 2025 to Dec. 2025
- Eli Wax, Secretary – (Mayor) Feb. 2025 to Dec. 2025
- Gillian Shaw, Commissioner – (Mayor) Jan. 2025 to Dec. 2025
- Ophelia Gooden-Rodgers, Commissioner – (Council) Feb. 2025 to Dec. 2025
- Marcus Ellison, Non-Voting Advisor – (School Board) Feb. 2025 to Dec. 2026

### 2. Approval of Minutes

- A. Minutes of the Regular Meeting of October 23, 2025

### 3. Approval of Claims

- A. Claims Allowance October 14, 2025
- B. Claims Allowance October 21, 2025

### 4. Old Business

- A. None

### 5. New Business

- A. River West Development Area
  - 1. Certificate of Completion (Panaderia Y Supermercado)
  - 2. Opening of Bids (212 & 216 S. Michigan St.)
  - 3. Opening of Bids (502-524 Carroll St. & 316 E. Monroe)
  - 4. Opening of Bids (534 Laporte Ave.)
  - 5. Purchase Agreement (4124 Old Cleveland)
- B. River East Development Area
  - 1. Budget Request (Veteran's Memorial Park at Twyckenham Dr.)
  - 2. Recommendation on RFP Proposal (Former YMCA Northside)
- C. Redevelopment General Fund (a.k.a. Pokagon Fund)
  - 1. Resolution No. 3656 (Approving Purchase Agreement for Old Marquette School)



South Bend

# Redevelopment Commission

215 S. Dr. Martin Luther King, Jr. Blvd., Room 301, South Bend, Indiana

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## 6. Progress Reports

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

## 7. Next Commission Meeting

Monday, November 24, 2025, 9:30 a.m. at Council Chambers, Room 301, Weekday  
Changed due to Thanksgiving Holiday

## 8. Adjournment



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

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### SOUTH BEND REDEVELOPMENT COMMISSION MINUTES

October 23, 2025, at 9:30 a.m.

Council Chambers 4<sup>th</sup> Floor County-City Building

<https://tinyurl.com/RDC-2025-4T>

Meeting Recording Link: <https://tinyurl.com/RDC-Meeting-Recordings>

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

President Troy Warner presiding. He also explained the procedures for meetings at the New City Hall.

### 1. ROLL CALL

- Troy Warner, President – (Council) January 2025 to December 2025
- Dave Relos, Vice President – (Mayor) January 2025 to December 2025
- Eli Wax, Secretary – (Mayor) February 2025 to December 2025
- Gillian Shaw, Commissioner – (Mayor) January 2025 to December 2025
- Ophelia Gooden-Rodgers, Commissioner – (Council) February 2025 to December 2025
- Marcus Ellison, Non-Voting Advisor – (School Board) February 2025 to December 2026

Legal Staff: Danielle Campbell Weiss, Senior Asst. City Attorney

Redevelopment Staff: Caleb Bauer, Exec. Director, DCI  
Joseph Molnar, Asst. Dir. of Growth and Opp., DCI  
Erin Michaels, Property Development Manager, DCI  
Laura Hensley, Board Secretary, DCI  
Leslie Biek, Assistant City Engineer, Engineering  
Charlotte Brach, Senior Engineer, Engineering - Virtual

Others Present: Joshua Morgan, President of the FOP#36  
Officer Brian Meador, South Bend Police Dept.  
Murray Miller, 23698 SR 2 South Bend

### 2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, October 9, 2025

Upon a motion by Ophelia Gooden-Rodgers for approval, second by Gillian Shaw, the motion carried unanimously; the Commission approved the minutes of the regular meeting of October 9, 2025.

### **3. Approval of Claims**

#### **A. Claims Allowances October 7, 2025**

Upon a motion by Ophelia Gooden-Rodgers for approval second by David Relos, the motion carried unanimously; the Commission approved the claims allowances of October 7, 2025.

### **4. Old Business**

#### **A. None**

### **5. New Business**

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

##### **1. Budget Request (South Bend Chocolate Dino Museum Traffic Study)**

Leslie Biek, Assistant City Engineer with the Engineering Department, presented a \$30,000 budget request to fund additional analysis by both the City and INDOT. She explained that a signal warrants analysis for the US 20 and Olive Rd. intersection concluded that a signal is warranted. However, INDOT opposes installing a signal and has requested more extensive analysis than originally anticipated. The City is also seeking further analysis to strengthen the case for a signal and to explore ways to mitigate potential impacts to the interchange. This funding request will cover the cost of that expanded analysis.

Secretary Wax asked if INDOT does not want the signal and Ms. Biek stated that they are concerned about traffic flow, however, we are concerned with safety. President Warner asked if they have considered the future developments and Ms. Biek said that they had.

Commissioner Shaw asked about what had been requested in the past and what is the current request and timeline of the analysis. Ms. Biek stated "The current contract price is set at \$53,000, and the analysis conducted so far has focused specifically on the intersection of Olive Road and US 20, including the dinosaur museum entrance, as these locations are directly opposite each other. In coordination with INDOT, we reviewed that area and made modifications to the initial results based on their input, which reflected a more accurate assessment.

Following the museum's opening, we conducted an additional traffic count to observe actual conditions. The scope of the analysis was then expanded to include the ramp areas, to evaluate how a traffic signal might impact vehicles exiting the ramps. This effectively widened the study area.

As for the timeline, we're aiming to wrap up the analysis soon. However, we still need to meet with INDOT to obtain their review and concurrence on whether a signal is warranted. We're hopeful they won't request further analysis, and we do not anticipate needing additional funding beyond the current allocation."

Upon a motion by David Relos for approval, seconded by Troy Warner, the motion carried unanimously; the Commission approved the Budget Request as presented on October 23, 2025.

2. Opening of Disposition Bids for 1408 Elwood Ave (Drewrys)

Joseph Molnar, Assistant Director of Growth and Opportunity, presented agenda items 5A2-4 together and we received no bids prior to the deadline for the three bids for Drewrys, Portage Sunoco, and Elwood Shopping Center. Mr. Molnar stated that There has been strong interest from businesses in partnering on the development, but no entity is willing to take on the full project as it currently stands. As a result, no bids were received for any of the three properties, and no action is required from the Redevelopment Commission at this time.

Looking ahead:

- The goal is to issue an RFP (Request for Proposals) early next year.
- Work is ongoing to finalize site layouts and long-term demolition plans.
- The Portage Elwood Shopping Center is expected to be demolished this winter.
- The RFP will likely reflect a unified vision for the full site, though it may be phased (e.g., Phase 1, Phase 2).
- Additional work is still needed on the Drury site, including removal of remaining foundations. Bid documents for this are in progress.
- Updated aerials will be needed once demolition is complete.

3. Opening of Disposition Bids for 1335 Portage Ave (Portage Sunoco)

4. Opening of Disposition Bids for 1302 Elwood Ave (Elwood Shopping Center)

5. 534 Laporte Ave. Disposition (Resolution No. 3653, Bid Specification, Notice of Intended Disposition)

Erin Michaels, Property Development Manager, presented the parcel outlined in red and is located at the corner of N. Walnut and LaPorte Ave., just north of the city cemetery. It measures approximately 0.11 acres and contains a 250 sq. ft. former gas station structure. The Board of Public Works acquired it in 2017, removed all underground gas tanks, and transferred it to the Redevelopment Commission (RDC) in 2023.

For the disposition process:

- Minimum bid is set at \$5,000, based on two appraisals completed this year.
- Bidders must commit to a minimum investment of \$20,000 and complete construction within 24 months of closing.
- This ensures serious redevelopment interest given the low bid threshold.
- Emphasis will be placed on compatibility with the surrounding neighborhood, urban neighborhood flex zoning, and the River West Development Plan.
- Bids are due at 9:00 AM on November 13th and will be opened publicly at 9:30 AM that same day.

Ms. Michaels also thanked Danielle Campbell Weiss, Senior Asst. City Attorney, for streamlining this process by creating a resolution that approves the Offering Price, Bid Specifications, and Notice of Intended Disposition with one action from the Commissioners.

Vice President Relos asked why we are only asking \$20,000. Ms. Michaels stated “The proposed \$20,000 minimum investment was set to ensure sufficient funding for basic improvements, such as replacing the roof and making exterior upgrades to the small structure on the parcel. The building itself is minimal, containing just one window, one bathroom, and a water heater, so the investment requirement was kept modest but meaningful. To ensure serious redevelopment interest, bidders will be expected to submit a clear plan for use that complies with zoning regulations, and this will be a required part of the bid submission.”

Upon a motion by Ophelia Gooden-Rodgers for approval, seconded by David Relos, the motion carried unanimously; the Commission approved Resolution No. 3653, Bid Specification, and Notice of Intended Disposition of Property as presented on October 23, 2025.

6. 212 & 216 S. Michigan St. – State Theatre Disposition (Resolution No. 3654, Bid Specification, Notice of Intended Disposition)

Joseph Molnar, Assistant Director of Growth and Opportunity, presented the State Theater disposition, a historic 1920s building located on South Michigan Street downtown, which was acquired by the Redevelopment Commission (RDC) in spring 2025. Since then, the RDC has funded and completed several stabilization efforts, including:

- Roof rehabilitation to stop water intrusion (not a full replacement).
- Debris removal, including leftover demolition materials and century-old items with no value.
- Graffiti abatement inside and outside the building.
- Securing entrances and windows, especially in high-traffic areas.

Additional work is underway to electrify the marquee, with plans to use it for event advertising in partnership with Downtown South Bend (DTSB) expected to be operational within the next couple of months.

Disposition Process:

- The RDC is initiating the formal disposition of the property.
- Resolution No. 3654, if approved, will set the offering price at \$830,000, based on the average of two appraisals.
- All bids must include a project plan and proposed use—a more detailed requirement than in past dispositions to ensure bidders have a clear redevelopment vision.
- Bid deadline: November 13th, 2025
- If no bids are received, RDC staff will begin a more open RFP process to solicit redevelopment ideas from the community.

Vice President Relos asked about the terracotta repair and if the city has a plan for restoring the façade. Mr. Molnar explained that the first priority is to stabilize the building, and the City will focus on the exterior features later, but they are in the plan. Secretary Wax asked whether the easement had been extinguished. Mr. Molnar responded that the legal department is currently handling the matter and confirmed it will be resolved prior to the property's sale.

Sue Kesim asked if mold remediation is needed and Mr. Molnar stated it is not needed.

Upon a motion by Eli Wax for approval, seconded by Ophelia Gooden-Rodgers, the motion carried unanimously; the Commission approved Resolution No. 3654, Bid Specification, and Notice of Intended Disposition of Property as presented on October 23, 2025.

7. 502-524 Carroll St. & 316 E Monroe Disposition (Resolution No. 3655, Bid Specification, Notice of Intended Disposition)

Erin Michaels, Property Development Manager, presented the disposition of the city-owned property located at 502 to 524 Carroll Street and 316 East Monroe Street.

This includes seven parcels situated just south of the downtown post office, totaling approximately 0.75 acres.

The parcels are outlined in red on the aerial map. Zoning details show:

- The southern three parcels are zoned Urban Neighborhood 2.

- The northern four parcels are zoned Neighborhood Center.

These zoning classifications will be considered when evaluating submitted proposals.

The properties were acquired by the Board of Public Works in 2023 from an adjacent owner and transferred to the Redevelopment Commission (RDC) the same year to support redevelopment in the Monroe Park–Edgewater neighborhood.

For this disposition:

- The minimum bid is \$29,951.00, based on the average of two appraisals.
- Emphasis will be placed on compatibility with the surrounding neighborhood, including zoning, the Monroe Park–Edgewater Neighborhood Plan, and the River West Development Plan.
- Bid deadline: 9:00 AM on November 13<sup>th</sup>, 2025, with public opening at 9:30 AM the same day.

Approval needed today: Resolution No. 3655.

Vice President Relos asked about the neighboring property and Ms. Michaels stated that it is a radio station. Secretary Wax inquired about if the property doesn't sell through the bid process. The City team is considering two paths:

1. Formal RFP – Possibly in 2026 or later, depending on interest and neighborhood activity.
2. Developer-Initiated Proposal – A developer may approach the city based on increased activity in the area and inquire about available parcels for a larger project.

Key Points from Joe Molnar (Assistant Director of Growth Opportunity):

- The goal is to move the property through disposition now due to rising interest in the area north of the site.
- Long-term objective is activation of the site, not just transferring ownership.



- The property is seen as attractive for development, especially with nearby underutilized parcels.
- RDC or BPW may own one or two small parcels on the south side of Monroe, but nothing large-scale.

Additional Context from Caleb Bauer:

- The site was discussed during the 2023 scattered-site RFP, though it wasn't included.
- Developers have shown interest before, which supports the decision to pursue disposition and remain ready for future proposals.

Commissioner Gooden-Rodgers asked to clarify whether the parcels will continue to be sold as a single unit, or if there's a possibility they could be divided—allowing someone to purchase just two or three of them. Ms. Michaels stated that for this disposition process, any submissions must include all seven parcels as a single package. After the disposition is complete, there is a 30-day period during which negotiations are prohibited under state law. Following that period, the City would be open to splitting up the parcels if a buyer is interested in only part of the site.

Upon a motion by Ophelia Gooden-Rodgers for approval, seconded by Troy Warner, the motion carried unanimously; the Commission approved Resolution No. 3655, Bid Specification, and Notice of Intended Disposition of Property as presented on October 23, 2025.

#### B. Redevelopment General Fund (a.k.a Pokagon Fund)

##### 1. Budget Request (Grant Supporting FOP #36 Santa's Elficers Building Acquisition)

Caleb Bauer, Executive Director of Community Investment, presented the budget request for \$50,000 in Matching Funds to Support Property Acquisition. The South Bend Fraternal Order of Police has established a nonprofit organization, FOP #36 Santa's Elficers, dedicated to providing free toys, clothing, and other essential items to hundreds of children each Christmas season. As the program continues to grow, the need for dedicated storage space has become critical. To meet this need, the organization has raised funds toward the purchase of a 8,400 square-foot building located at 707 S. Scott Street, with a total acquisition cost of \$300,000. Approval of this request would provide \$50,000 in matching funds to assist with the purchase and ensure the program's continued success and expansion.

Joshua Morgan, President of the FOP#36 and Officer Brian Meador, South Bend Police Dept. explained the fundraising is progressing—slowly but steadily. We believe this opportunity would be a major boost. Also, when you compare market rent to the cost of purchasing and financing a building, buying is significantly more affordable. That affordability could really help support our fundraising efforts.

Commissioner Gooden-Rodgers asked about the building's type, use, and who would cover expenses. Officer Morgan explained it's the former South Bend Woodworking building—a toy shop—now operated by the FOP Santa's Officers Program, which will handle the bills. The structure is brick and steel.

Regarding its use, Officer Morgan said the building will support year-round programming, not just Christmas. In the past, they lacked space for initiatives like Thanksgiving food drives. With this building, they can add storage like a freezer and expand holiday efforts including Easter, Thanksgiving, and Christmas.

President Warner and Secretary Wax expressed thanks to the SB Police for their dedication and service to the community—not only in your official duties, but also through meaningful programs like this. Your commitment is truly appreciated.

Officer Morgan expressed gratitude for the City's support—from Mr. Molnar and Mr. Bauer to the Mayor's Office, City Council, local businesses, and residents. Their collective efforts have helped to grow the program far beyond expectations.

Upon a motion by David Relos for approval, seconded by Ophelia Gooden-Rodgers, the motion carried unanimously; the Commission approved the Budget Request as presented on October 23, 2025.

#### C. Administrative

1. Resolution No. 3652 (Approving Revised 2025 RDC Schedule to provide amended location for November and December meetings)

Danielle Campbell Weiss, Senior Asst. City Attorney offered to provide context or answer questions regarding the Resolution but acknowledged that it is self-explanatory.

Upon a motion by Ophelia Gooden-Rodgers for approval, seconded by Eli Wax, the motion carried unanimously; the Commission approved Resolution No. 3652 as presented on October 23, 2025.

## **6. Progress Reports**

### **A. Tax Abatement**

None

### **B. Common Council**

Ophelia Gooden-Rodgers stated that the Council finished the budget season.

### **C. Other**

Caleb Bauer, Executive Director of Community Investment, stated that there will be an Executive Session meeting held in early November.

## **7. Next Commission Meeting**

Thursday, November 13, 2025, 9:30 a.m. at Council Chambers on the 3<sup>rd</sup> Floor of New City Hall at 215 S. Dr. Martin Luther King, Jr. Blvd., South Bend, IN 46601

## **8. Adjournment**

Thursday, October 23, 2025, 10:19 a.m.

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Eli Wax, Secretary

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Troy Warner, President



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

To: South Bend Redevelopment Commission  
From: Kyle Willis, City Controller  
Date: Tuesday, October 14, 2025

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-0119840	\$95,855.09
GBLN-0120599	\$1,334,904.92
GBLN-0000000	\$0.00
Total:	<u>\$1,430,760.01</u>

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Kyle Willis

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

South Bend Redevelopment Commission

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

Date:

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

**Expenditure approval**  
RDC Payments-Sep 2025 Wires/ACHdirect  
GBLN-0119840

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**Payment method:** Wire-Total  
**Voucher:** RDCP-00042422  
**Payment date:** 9/22/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001077	MERIDIAN TITLE CORP	2518965	PORTAGE SUNOCO	9/22/2025	\$95,855.09	324-10-102-121-443000--	PO-0039921

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Expenditure approval

RDC Payments-10/14/25 Pymt Run  
GBLN-0120599

Payment method: **CHK-Total**  
Voucher: **RDCP-00042629**  
Payment date: **10/14/2025**

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000107	AMERICAN STRUCTUREPOI NT INC	195327	Market District Preliminary Engineering	10/16/2025	\$129,830.00	324-10-102-121-431002-- PROJ00000526	PO-0029308
V-00000107	AMERICAN STRUCTUREPOI NT INC	195199	Leighton Renovation PSA 2	10/12/2025	\$2,942.25	324-10-102-121-443001-- PROJ00000579	PO-0040200

Payment method: **CHK-Total**  
Voucher: **RDCP-00042630**  
Payment date: **10/14/2025**

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000472	DLZ INDIANA LLC	606425	Design	8/27/2025	\$7,830.00	324-10-102-121-431002-- PROJ00000411	PO-0023413

Payment method: **CHK-Total**  
Voucher: **RDCP-00042631**  
Payment date: **10/14/2025**

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000476	DONOHUE & ASSOCIATES	1469646	South Well Field Improvements - Amendment #4	10/19/2025	\$14,913.00	430-10-102-121-431002-- PROJ00000082	PO-0000038

Payment method: **ACH-Total**  
Voucher: **RDCP-00042632**  
Payment date: **10/14/2025**

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
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V-00000526	ENFOCUS INC	1201806087	2025 Commuters Trust Agreement - Fellows Project Placement	10/5/2025	\$5,166.67	433-10-102-123-439300-- PROJ00000383	PO-0035492
Payment method:	CHK-Total						
Voucher:	RDCP-00042633						
Payment date:	10/14/2025						
Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000830	INDIANA MICHIGAN POWER	170215286346	ND to Downtown Trail - AEP Service Point	11/23/2024	\$1,712.98	429-10-102-121-442001-- PROJ00000451	PO-0034930
Payment method:	CHK-Total						
Voucher:	RDCP-00042634						
Payment date:	10/14/2025						
Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001012	LOCHMUELLER GROUP INC	820382	Riverfront West Improvement	10/19/2025	\$10,769.31	324-10-102-121-431002-- PROJ00000605	PO-0036167
Payment method:	ACH-Total						
Voucher:	RDCP-00042635						
Payment date:	10/14/2025						
Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001188	NEAR NORTHWEST NEIGHBORHOO D	22	Financial Empowerment Center Model	10/24/2025	\$8,771.39	433-10-102-123-439300-- PROJ00000565	PO-0033403
Payment method:	CHK-Total						
Voucher:	RDCP-00042636						
Payment date:	10/14/2025						
Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order

V-00001471	SELGE CONSTRUCTIO N CO INC	APP #1	Potawatomi Park Improvements Phase 1 - Wall St at Greenlawn CN 124-023B	10/18/2025	\$898,418.18	429-10-102-121-431002-- PROJ000000554	PO-0038191
Payment method:		CHK-Total					
Voucher:		RDCP-00042637					
Payment date:		10/14/2025					
Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001513	SLATILE ROOFING & SHEET METAL	APP #1	Center City Place Rehabilitation	10/17/2025	\$230,174.74	324-10-102-121-443001-- PROJ000000637	PO-0039101
Payment method:		ACH-Total					
Voucher:		RDCP-00042638					
Payment date:		10/14/2025					
Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001670	THOMAS GENERAL CONSTRUCTIO N	250904	DCI - Main/ Wayne Interior Door	10/23/2025	\$275.00	324-10-102-121-443001-- PROJ000000609	PO-0039896
Payment method:		CHK-Total					
Voucher:		RDCP-00042639					
Payment date:		10/14/2025					
Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001886	A&Z ENGINEERING LLC	252432	Mishawaka Streetscape Improvement - Amendment #1	10/16/2025	\$893.40	429-10-102-121-431002-- PROJ000000308	PO-0027426
V-00001886	A&Z ENGINEERING LLC	252193	Mishawaka Streetscape Improvement - Amendment #1	7/11/2025	\$2,606.60	429-10-102-121-431002-- PROJ000000308	PO-0027426
Payment method:		CHK-Total					
Voucher:		RDCP-00042640					
Payment date:		10/14/2025					



Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00008094	LYFT, Inc	1001207005	Lyft Pass - ND/Senior1Care 2025	9/30/2025	\$964.55	433-10-102-123-439300-- PROJ000000383	PO-0040225

**Payment method:** CHK-Total  
**Voucher:** RDCP-00042641  
**Payment date:** 10/14/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00013925	Cressy Commercial Real Estate LLC	45528	Leighton - Property Maintenance CO #3	10/9/2025	\$19,636.85	324-10-102-121-443001--	PO-0035841



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

To: South Bend Redevelopment Commission  
From: Kyle Willis, City Controller  
Date: Tuesday, October 21, 2025

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-0121111	\$205,599.67
GBLN-0121446	\$187,815.75
GBLN-0000000	\$0.00
Total:	<u>\$393,415.42</u>

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Kyle Willis

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

South Bend Redevelopment Commission

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

Date:

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

Expenditure approval

RDC Payments-10/21/25 Pymt Run  
GBLN-0121111

Payment method: ACH-Total  
Voucher: RDCP-00042815  
Payment date: 10/21/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000019	ABONMARCHE CONSULTANTS OF IN	160587	Abonmarche Design Services	10/30/2025	\$25,450.00	430-10-102-121-431002-- PROJ00000623	PO-0039235
V-00000019	ABONMARCHE CONSULTANTS OF IN	160574	Change order #1	10/30/2025	\$175.00	324-10-102-121-444000-- PROJ00000440	PO-0037945

Payment method: CHK-Total  
Voucher: RDCP-00042816  
Payment date: 10/21/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000698	GREEN DEMOLITION CONTRACTORS INC	APP #1	State Theater Cleanout	10/26/2025	\$25,188.00	324-10-102-121-443001-- PROJ00000628	PO-0039318

Payment method: CHK-Total  
Voucher: RDCP-00042817  
Payment date: 10/21/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001012	LOCHMUELLER GROUP INC	517568	PE Services for Coal Line Trail Phase III	10/26/2025	\$2,121.21	324-10-102-121-444000-- PROJ00000314	PO-0027674
V-00001012	LOCHMUELLER GROUP INC	517568	PE Services for Coal Line Trail Phase III	10/26/2025	\$5,318.44	324-10-102-121-431002-- PROJ00000314	PO-0027674

Payment method: ACH-Total  
Voucher: RDCP-00042818

Payment date: 10/21/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001188	NEAR NORTHWEST NEIGHBORHOOD	23	Financial Empowerment Center Model	10/31/2025	\$9,316.59	433-10-102-123-439300-- PROJ00000565	PO-0033403

Payment method: ACH-Total  
Voucher: RDCP-00042819  
Payment date: 10/21/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001712	UBER TECHNOLOGIES INC	6CD9655FD0	Commuters Trust - 2025 Uber Agreement	10/31/2025	\$7,905.71	433-10-102-123-439300-- PROJ00000383	PO-0035484

Payment method: CHK-Total  
Voucher: RDCP-00042820  
Payment date: 10/21/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00003121	THK Law, LLP	33	Legal Services - 300 E. Lasalle / CCD	10/30/2025	\$8,578.50	429-10-102-121-431001--	PO-0029493

Payment method: ACH-Total  
Voucher: RDCP-00042821  
Payment date: 10/21/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00006617	RATIO Architects, LLC	2105500037338	MPAC Additions Professional Services - CO #4	10/29/2025	\$20,217.00	324-10-102-121-431002-- PROJ00000294	PO-0013835

Payment method: CHK-Total  
Voucher: RDCP-00042822  
Payment date: 10/21/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00012266	Human Delta Inc.	1008	Digital Storefront	9/8/2025	\$100,000.00	433-10-102-121-439300--	PO-0026286

**Payment method:** CHK-Total  
**Voucher:** RDCP-00042823  
**Payment date:** 10/21/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00013925	Cressy Commercial Real Estate LLC	46085	Leighton - Property Maintenance CO #3	10/31/2025	\$1,329.22	324-10-102-121-443001--	PO-0035841

**Expenditure approval**  
RDC Payments-Sep Wire-Rcvd 10/22/25  
GBLN-0121446

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**Payment method:** Wire-Total  
**Voucher:** RDCP-00043015  
**Payment date:** 9/26/2025

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001077	MERIDIAN TITLE CORP	257630	4216 Old Cleveland - Purchase	9/26/2025	\$187,815.75	324-10-102-121-443000--	PO-0037958

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South Bend

# Redevelopment Commission

215 S. Dr. Martin Luther King, Jr. Blvd., Room 301, South Bend, Indiana

## Redevelopment Commission Agenda Item

DATE: 11/4/2025

FROM: Josph Molnar – Assistant Director of Growth & Opportunity

SUBJECT: Certificate of Completion – Panaderia Y Super Mercado

\_\_\_\_ 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:** Issue Certificate of Completion for Panaderia Y Super Mercado

**SPECIFICS:** On July 8, 2021, the RDC and Panaderia Y Supermercado entered into a Real Estate Purchase Agreement (the "Agreement") for property located at 2401 W Western Ave in order to build a new grocery store.

Panaderia Y Supermercado have completed construction of the new grocery store and has performed all of the Buyer's Post-Closing Development Obligations as required under the Purchase Agreement and provided the appropriate documentation.

- Within Fourty-Four (44) Months after Closing expend no less than \$1,000,000 on improvements to the site
  - o Panaderia Y Supermercado expended greater than \$1,000,000 on improvements to the site and have provided documentation demonstrating the expenses.
- Commence Construction within Thirty-Two Months of Closing Date
  - o Panaderia Y Supermercado began and completed construction within Thirty-Two (32) months of Closing Date
- Develop a grocery store of no less than 10,000 SF in area
  - o Panaderia Y Supermercado has completed construction of a new grocery store greater than 10,000 SF in area and has a Certificate of Occupancy from the Building Department
- Develop at least two additional commercial and/or office spaces
  - o Panaderia Y Supermercado has developed two commercial spaces in addition to the grocery store
- Employ a minimum of Twenty-Five (25) full-time employees
  - o Panaderia Y Supermercado employs a minimum of 25 full-time employees

Staff requests approval.

CROSS REFERENCE:

Document No.2021-31859, recorded September 14, 2021

**CERTIFICATE OF COMPLETION**

This Certificate of Completion (this "Certificate") is issued on November 13, 2025, by the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the "Commission"), pursuant to that certain Real Estate Purchase Agreement by and between the Commission and Panaderia Y Supermaercado San Miguel, Inc. (the "Buyer"), dated July 8, 2021 (the "Agreement").

The Commission states as follows:

1. Pursuant to the Agreement, the Commission conveyed to the Buyer the real property described in attached Exhibit A (the "Property") by the special warranty deed recorded on September 14, 2021 as Document No. 2021-31859 in the Office of the Recorder of St. Joseph County, Indiana (the "Deed").

2. Section 11 of the Agreement established certain obligations of the Buyer following its acceptance of the Deed from the Commission (the "Buyer's Post-Closing Development Obligations"). The Commission hereby acknowledges and affirms that the Buyer has performed all of the Buyer's Post-Closing Development Obligations as required under the Agreement and has provided satisfactory evidence of the same.

3. This Certificate will serve as a conclusive determination of the Buyer's satisfaction of the Buyer's Post-Closing Development Obligations and, upon recordation, will constitute a full release of the Commission's reversionary interest in the Property established under the Deed and Section 11 of the Agreement.

4. This Certificate does not amend or otherwise alter the Agreement, and this Certificate shall be binding upon the Commission and its successors and assigns and shall inure to the benefit of the Buyer and her successors in interest.

[Signature page follows.]



SOUTH BEND  
REDEVELOPMENT COMMISSION

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

ATTEST:

\_\_\_\_\_  
Eli Wax, Secretary

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Troy Warner and Eli Wax, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Certificate of Completion.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

My Commission Expires:

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

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

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

## **EXHIBIT A**

### **Description of Property**

Tax ID No. 018-4096-357902

Parcel Key Number: 71-08-10-180-044.000-026

Legal Description: 101.5 X 444.1' Ex S Part of Singer Tract 3 and ROW Sec 10-37-2E 19/20  
#ROW 558 2/28/2018 11/12 split to City of SB for street 6580WD 9-13-10

Commonly known as: 2401 W WESTERN AVE



South Bend

# Redevelopment Commission

215 S. Dr. Martin Luther King, Jr. Blvd., Room 301, South Bend, Indiana

## Redevelopment Commission Agenda Item

DATE: 11/4/25  
FROM: Erin Michaels – Property Development Manager  
SUBJECT: Opening of Bids for 212 & 216 S Michigan St.

\_\_\_\_ 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: Opening of Bids for 212 & 216 S. Michigan St.

SPECIFICS: The Redevelopment Commission (RDC) issued a Notice of Intended Disposition and requested bids for the property located at 212 & 216 S Michigan St. Bids are due at 9:00 a.m. on November 13, 2025. Any and all bids received by that time will be publicly opened and read aloud at the November 13th RDC meeting.



South Bend

# Redevelopment Commission

215 S. Dr. Martin Luther King, Jr. Blvd., Room 301, South Bend, Indiana

## Redevelopment Commission Agenda Item

DATE: 11/4/25  
FROM: Erin Michaels – Property Development Manager  
SUBJECT: Opening of Bids for Seven Lots on Carroll St

\_\_\_\_ 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: Opening of Bids for Seven Lots on Carroll St

SPECIFICS: The Redevelopment Commission (RDC) issued a Notice of Intended Disposition and requested bids for the seven parcels located at 502-524 Carroll St & 316 E Monroe. Bids are due at 9:00 a.m. on November 13, 2025. Any and all bids received by that time will be publicly opened and read aloud at the November 13th RDC meeting.



South Bend

# Redevelopment Commission

215 S. Dr. Martin Luther King, Jr. Blvd., Room 301, South Bend, Indiana

## Redevelopment Commission Agenda Item

DATE: 11/4/25  
FROM: Erin Michaels – Property Development Manager  
SUBJECT: Opening of Bids for 534 Laporte Ave

\_\_\_\_\_ 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: Opening of Bids for 534 Laporte Ave

SPECIFICS: The Redevelopment Commission (RDC) issued a Notice of Intended Disposition and requested bids for property located at 534 Laporte Ave. Bids are due at 9:00 a.m. on November 13, 2025. Any and all bids received by that time will be publicly opened and read aloud at the November 13th RDC meeting.



South Bend

# Redevelopment Commission

215 S. Dr. Martin Luther King, Jr. Blvd., Room 301, South Bend, Indiana

## Redevelopment Commission Agenda Item

DATE: 11/4/2025

FROM: Joseph Molnar – Assistant Director of Growth & Opportunity

SUBJECT: Purchase Agreement for 4124 Old Cleveland Road Acquisition

\_\_\_\_\_  
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:** Staff requests consideration of a Purchase Agreement for the property located at 4124 Old Cleveland Road

**SPECIFICS:** On January 23<sup>rd</sup>, 2025 the Redevelopment Commission (RDC) approved an Option to Purchase Agreement for the property located at 4124 Old Cleveland Road. In Section 2 of the Option Agreement, the Commission stated that the intended purpose of the adjacent parcel was for the New Day Intake Center. As financing has been secured and all regulatory approvals have been granted for the Intake Center, Staff would like the Commission to exercise their option to purchase 4124 Old Cleveland Road. The owners of this property also desire for the Option to be exercised at this time as well. This is a currently single-family residential property located near and adjacent to other City of South Bend owned properties.

The proposed Purchase Agreement contains the terms and conditions laid out in the Option to Purchase Agreement which include the following:

- Purchase Price: \$374,000
- Due Diligence Period: 60 days
- Closing Deadline: 6 months after Due Diligence Period
- Current owners will have a period of six months after closing to remove all personal items from premises

Staff propose the acquisition of this property to allow for the redevelopment of the area and believe there is the potential for a higher and better use of the site than currently utilized. Acquiring 4214 Old Cleveland Road will allow for the City to strategically plan for redevelopment of an entire stretch of Old Cleveland Road that is currently underutilized.

## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement (“Agreement”) is made by and between Adrian J. Long and Briana C. Long, each an individual, and together holding title to the Property (as later defined) as LONG ADRIAN J & BRIANA C HW (collectively, the “Sellers”) and the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, with an address of 215 S. Dr. Martin Luther King Jr. Blvd, Suite 500, South Bend, Indiana 46601 (“Buyer”) (each a “Party” and together the “Parties”).

### **RECITALS**

A. Buyer exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, cited as Indiana Code 36-7-14 (the “Act”).

B. In furtherance of its purposes under the Act, Buyer desires to purchase from Sellers certain real property located at 4124 Old Cleveland Rd in South Bend, Indiana (the “City”), and more particularly described in attached **Exhibit A** (the “Property”).

C. The Property is situated in the River West Development Area, is set forth on the acquisition list related thereto pursuant to Buyer’s Resolution No. 1238, and Buyer has obtained two independent appraisals of the Property in accordance with the Act.

D. The Parties entered into a certain Option to Purchase Agreement, dated January 23, 2025 (the “Option Agreement”), in which the Sellers agreed to grant the Buyer an exclusive option to purchase the Property.

E. The Option Trigger specified in the Option Agreement has not yet occurred, but Sellers have expressed their desire to waive the condition and request to proceed with the sale of the Property now, with the terms otherwise set forth in the Option Agreement and as set forth herein, in accordance with Section 36-7-14-19 of the Act.

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

### **1. OFFER AND ACCEPTANCE**

A copy of this Agreement, signed by Sellers, constitutes Sellers’ offer to sell the Property and once signed by Buyer, constitutes Buyer’s offer to purchase the Property on the terms stated in this Agreement. A copy signed by Buyer shall be delivered to the Sellers as follows:

Adrian & Briana Long  
4124 Old Cleveland Road

South Bend, IN 46628

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

Executive Director of Community Investment  
City of South Bend  
215 S. Dr. Martin Luther King Jr. Blvd.  
Suite 500  
South Bend, Indiana 46601

With a copy to:

South Bend Legal Department  
Attn: Corporation Counsel  
City of South Bend  
215 S. Dr. Martin Luther King Jr. Blvd  
Suite 600  
South Bend, Indiana 46601

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

## **2. PURCHASE PRICE**

A. Purchase Price. The purchase price for the Property shall be Three Hundred Seventy-Four Thousand Dollars (\$374,000.00) (the “Purchase Price”), payable by Buyer to Sellers as described in Section 7 (the “Closing,” the date of which is the “Closing Date”).

B. Earnest Money Deposit. Within thirty (30) business days after the Contract Date, Buyer will deliver to Sellers the sum of Five Thousand Dollars (\$5,000.00), which Sellers will hold as an earnest money deposit (the “Earnest Money Deposit”). Sellers will be responsible for disposing of the Earnest Money Deposit in accordance with the terms of this Agreement. The Earnest Money Deposit shall be credited against the Purchase Price at the Closing or, if no Closing occurs, refunded or forfeited as provided below.

## **3. WAIVER OF OPTION TRIGGER CONDITION**

The Parties acknowledge that they previously entered into a certain Option to Purchase Agreement dated January 23, 2025 (“Option Agreement”), which conditioned the Buyer’s right to purchase the Property upon the occurrence of a specified trigger event (the “Option Trigger”). Sellers acknowledge that the Option Trigger has not yet



occurred. By execution of this Agreement, Sellers hereby irrevocably waive the requirement of the Option Trigger occurring prior to the sale of the Property, and consent to Buyer's exercise of the Option and consummation of the purchase as contemplated herein. The Parties agree that this Agreement shall supersede the Option Agreement with respect to the purchase and sale of the Property, and governs the rights and obligations of the Parties related to the sale. All other provisions of the Option Agreement not inconsistent herewith shall remain in effect.

#### **4. BUYER'S DUE DILIGENCE**

A. Investigation. Sellers acknowledge that Buyer's determination to purchase the Property requires a process of investigation (Buyer's "Due Diligence") into various matters. Therefore, Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, real property title matters, and the like, as applicable.

B. Authorizations During Due Diligence Period. Sellers authorize Buyer, as of the Contract Date and continuing until the end of the Due Diligence Period (as defined below), to:

(i) enter upon the Property or to cause agents to enter upon the Property for purposes of examination; provided, however, that Buyer may not take any action upon the Property which reduces the value thereof without Sellers' express written consent, which shall not be unreasonably delayed or withheld; and further provided that if Closing does not occur, Buyer shall promptly restore the Property to its condition prior to entry; and

(ii) file any application with any federal, state, county, municipal or regional agency relating to the Property for the purpose of obtaining any approval necessary for Buyer's anticipated use of the Property. If Sellers' written consent to or signature upon any such application is required by any such agency for consideration or acceptance of any such application, Buyer may forward necessary, reasonable forms created by the governmental agency to and request from Sellers such consent or signature, which Sellers shall not unreasonably withhold after being reimbursed for Sellers' expenses.

C. Due Diligence Period. Buyer shall have a period of sixty (60) days following the Contract Date to complete its examination of the Property in accordance with this Section 3 (the "Due Diligence Period"). Upon written notice, the Parties may proceed to Closing prior to the expiration of the Due Diligence period described in this Section.

D. Termination of Agreement. If at any time within the Due Diligence Period, Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Sellers and Buyer shall be entitled to a full refund of the Earnest Money Deposit.

## **5. PRESERVATION OF TITLE AND CONDITION**

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

B. Sellers hereby covenant that they will not alter the condition of the Property at any time after the date Sellers receive a copy of this Agreement as described in Section 1. Further, Sellers will not release or cause to be released any hazardous substances on or near the Property and will not otherwise collect or store hazardous substances or other materials, goods, refuse or debris at the Property.

## **6. TITLE COMMITMENT AND SURVEY**

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

(1) Agree to insure good, marketable and indefeasible fee simple title to the Property in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a special warranty deed from the Sellers to the Buyer.

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

Regardless of whether this transaction closes, Buyer shall be responsible for the title search charges, the cost of the Title Commitment and owner's policy. Within thirty (30) days after Buyer's receipt of the Title Commitment, Buyer shall give Sellers written notice of any objections to the Title Commitment. Within thirty (30) days after Buyer's receipt of the Survey, Buyer shall give Sellers written notice of any objections to the Survey. Any exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a "Permitted Encumbrance." If the Sellers are unable or unwilling to correct the Buyer's title and survey objections within the Due Diligence Period, Buyer may terminate this Agreement by written notice to Sellers prior to expiration of the Due Diligence Period. If Buyer fails to so terminate this Agreement, then such objections shall constitute "Permitted Encumbrances" as of the expiration of the Due Diligence Period, and Buyer shall acquire the Property without any effect being given to such title and survey objections.

## **7. SELLERS' REPRESENTATIONS AND WARRANTIES**

The undersigned Sellers represent and warrant to Buyer that Sellers own fee simple title to the Property and have not granted any option or right of first refusal to any person or entity to acquire the Property or any interest therein, except as has been granted to Buyer. The undersigned Sellers further represent and warrant Sellers are fully empowered to sell the Property to Buyer under the terms and conditions stated in this Agreement, and that they have disclosed to Buyer any notifications from any local, state, or federal authority regarding environmental matters pertaining to the Property. Sellers shall provide Buyer a copy of all known environmental inspection reports, engineering, title, and survey reports and documents in Sellers' possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Sellers.

## **8. CLOSING**

A. Timing of Closing. Unless this Agreement is earlier terminated, the transfer of title contemplated by this Agreement (the "Closing") shall be held at the office of the Title Company on a mutually agreeable date not later than six (6) months after the date of exercise.

B. Closing Procedure.

(1) At Closing, Buyer shall deliver the Purchase Price to Sellers, conditioned on Sellers' delivery of a warranty deed, substantially in the form attached hereto as **Exhibit B**, conveying the Property to the Buyer, free and clear of all liens, encumbrances, judgments, title defects and exceptions, except those expressly waived by Buyer, and the Title Company's delivery of the Title Commitment to Buyer in accordance with Section 5 above.

(2) The Sellers shall have up to six (6) months to vacate the Property after the Closing, at which point any and all personal property remaining at the Property will be deemed to be abandoned by Sellers, and Buyer, in its sole discretion, may choose to exercise possession of and control over any such personal property. The Property shall be delivered to the Buyer in substantially the same condition as it exists on the Effective Date, ordinary wear and tear and casualty excepted.

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

E. Sellers' Due Diligence. Sellers acknowledge that Sellers have conducted its own due diligence and acknowledges that the Purchase Price is fair and reasonable and waives any right that Sellers may have to an appraisal or to contest or challenge the validity of compensation received under this Agreement.

## **9. ACCEPTANCE OF PROPERTY "AS-IS"**

Except as otherwise set forth herein, Buyer agrees to purchase the Property “as-is, where-is” and without any representations or warranties by Sellers as to the condition of the property or its fitness for any particular use or purpose. Sellers offer no such representation or warranty as to condition or fitness, and nothing in this Agreement shall be construed to constitute such a representation or warranty as to condition or fitness. This clause does not affect Seller’s warranty of title provided in the Warranty Deed.

#### **10. TAXES**

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

#### **11. COMMISSIONS**

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

#### **12. INTERPRETATION; APPLICABLE LAW; JURISDICTION**

Both Parties having participated fully and equally in the negotiation and preparation of this Agreement, this Agreement shall not be more strictly construed, nor shall any ambiguities be presumptively resolved, against either Party. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana.

#### **13. NOTICES**

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to Sellers, or to Buyer in care of Buyer’s Representative (with a copy to South Bend Legal Department, 215 S. Dr. Martin Luther King, Jr. Blvd., Suite 600, South Bend, IN 46601, Attn: Corporation Counsel) at the respective addresses stated in Section 1 above. Either Party may, by written notice, modify the address for future notices to such Party.

#### **14. REMEDIES**

Upon any default in or breach of this Agreement by either Party, the defaulting Party will proceed immediately to cure or remedy such default within thirty (30) days after receipt of written notice of such default or breach from the non-defaulting Party, or, if the nature of the default or breach is such that it cannot be cured within thirty (30) days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure

within a reasonable time. In the event of a default or breach that remains uncured for longer than the period stated in the foregoing sentence, the non-defaulting Party may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. All the Parties' respective rights and remedies concerning this Agreement and the Property are cumulative.

**15. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL**

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

**16. INDEMNITY**

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

**17. 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.

**18. 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.

**19. 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.

**20. TIME**

Time is of the essence of this Agreement.

**21. ENTIRE AGREEMENT**

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

**22. BINDING EFFECT; COUNTERPARTS; SIGNATURES**

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

**23. AUTHORITY TO EXECUTE; EXISTENCE**

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

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

BUYER:

SOUTH BEND REDEVELOPMENT  
COMMISSION

By:

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

ATTEST:

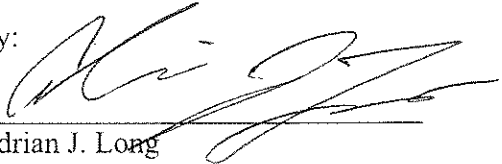
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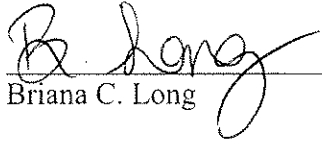
\_\_\_\_\_  
Eli Wax, Secretary

SELLERS:

ADRIAN J. LONG and BRIANA C.  
LONG

By:

  
\_\_\_\_\_  
Adrian J. Long

  
\_\_\_\_\_  
Briana C. Long

## **EXHIBIT A**

### **Description of Property**

Commonly Known as: 4124 Old Cleveland Road

Parcel ID: 025-1010-0377

State ID: 71-03-28-100-005.000-009

Legal Description: 119.5' On Cleveland Rd Ne Nw 1.50 Acre Sec 28-38-2e



**EXHIBIT B**

**Form of Warranty Deed**

**AUDITOR'S RECORD**

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

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

DATE \_\_\_\_\_

KEY NO. 025-1010-0377

**WARRANTY DEED**

THIS INDENTURE WITNESSETH, that LONG ADRIAN J & BRIANA C HW, appearing of record as the owners of the Property, and known as Adrian J. Long and Briana C. Long (the "Grantors")

CONVEYS AND SPECIALLY WARRANTS to the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 215 S. Dr. Martin Luther King Jr. Blvd, Suite 500, South Bend, Indiana 46601 (the "Grantee"),

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

**Commonly Known as: 4124 Old Cleveland Road**

**Parcel ID: 025-1010-0377**

**State ID: 71-03-28-100-005.000-009**

**Legal Description: 119.5' On Cleveland Rd Ne Nw 1.50 Acre Sec 28-38-2e**

together with all improvements, rights, easements, and appurtenances thereto belonging.

Grantors covenant that Grantors are lawfully seized of the estate in fee simple and have good right to convey the same; that the same is free from all liens, claims, encumbrances as restrictions, except as stated herein; and that Grantors will warrant and defend title against all lawful claims and, upon request, execute and deliver any further documents necessary to perfect the title conveyed herein.

The Property is conveyed to the Grantee free and clear of all liens, leases or licenses; subject to real property taxes and assessments; subject to all right of ways, easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads; and subject to all applicable building codes and zoning ordinances.

The undersigned Grantors represent and certify that they are fully empowered to execute and deliver this deed, that the Grantors have full capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

*Signature Page Follows*

IN WITNESS WHEREOF, the Grantors, appearing of record as LONG ADRIAN J BRIANA C HW, and known as Adrian L Long and Briana C Long, have executed this Warranty Deed on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By:

\_\_\_\_\_  
Adrian J. Long

\_\_\_\_\_  
Briana C. Long

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Adrian J. Long and Briana C. Long, known to me to be the same individuals who are described in and who executed the foregoing instrument , and acknowledged the execution of the foregoing Warranty Deed as their true act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_

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

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

This instrument was prepared by Danielle Campbell Weiss, Senior Assistant City Attorney, 215 S. Dr. Martin Luther King, Jr. Blvd., Suite 600, South Bend, Indiana 46601.



South Bend

# Redevelopment Commission

215 S. Dr. Martin Luther King, Jr. Blvd., Room 301, South Bend, Indiana

## Redevelopment Commission Agenda Item

DATE: 11/13/2025  
FROM: Eric Horvath  
SUBJECT: Budget Request

\_\_\_\_\_  
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:

The budget request of \$250,000 will fund the design and construction to replace failing sidewalk and erosion at Veteran's Memorial Park along Twyckenham Drive. The current sidewalk is not ADA-compliant and is failing due to erosion of the hillside in the park. This project will stabilize the eroding slope to fix the root cause, and replace the sidewalk to provide an ADA-compliant path. This project will benefit users of the park as well as pedestrians accessing services on either side of the Twyckenham Bridge.



South Bend

# Redevelopment Commission

215 S. Dr. Martin Luther King, Jr. Blvd., Room 301, South Bend, Indiana

## Redevelopment Commission Agenda Item

DATE: 11/4/2025

FROM: Joseph Molnar – Assistant Director of Growth  
& Opportunity

SUBJECT: Recommendation on Former YMCA Northside  
RFP Proposal

\_\_\_\_ 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:** Staff will make a formal recommendation regarding the Former YMCA Northside RFP proposal received

**SPECIFICS:** On June 26<sup>th</sup>, 2025, the Redevelopment Commission (RDC) approved a Request for Proposal (RFP) for a new redevelopment project on the former YMCA property located along Northside Blvd and Louise St. All submissions were opened publicly at the September 11<sup>th</sup>, 2025, RDC meeting. At that meeting one proposal was submitted by Century Custom Builders. Staff have reviewed this proposal and determined that it meets the criteria for a proper proposal as outlined in the RFP.

At the November 13<sup>th</sup>, 2025, RDC meeting Staff will give an overview of the submission and a recommendation on a path forward to the RDC.



South Bend

# Redevelopment Commission

215 S. Dr. Martin Luther King, Jr. Blvd., Room 301, South Bend, Indiana

## Redevelopment Commission Agenda Item

DATE: 11/4/2025

FROM: Joseph Molnar  
Assistant Director of Growth and Opportunity

SUBJECT: Resolution approving the Purchase Agreement  
Old Marquette School

\_\_\_\_\_ 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: Resolution Accepting Transfer of Old Marquette School from SBCSC

SPECIFICS: Old Marquette School – located at 1905 College – is a school building constructed in the 1930s and was an active school until 2011. The South Bend Community School Corporation built a new school building immediately to the north and Old Marquette has been vacant since. The building is a locally designated historic landmark.

RDC staff have been in conversation with United Way over the past few years attempting to identify a location for a Far Northwest Neighborhood OneRoof neighborhood center similar to the center in the Southeast Neighborhood. Such a facility would offer community resources such as youth programs, health care, and early childhood education. Old Marquette is well situated geographically to serve as the Far Northwest Neighborhood OneRoof location as well as a sufficient size for the operations needed.

The attached resolution approves the transfer of Old Marquette from the SBCSC to the Redevelopment Commission at the average of two appraisals, which is \$60,750.00. Purchase of the building will aid in the saving of a historic building which has had an uncertain future for over a decade in addition to providing an opportunity to work with United Way to establish a OneRoof location in the Far Northwest Neighborhood.

Staff recommends approval of the Resolution.

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION  
ACCEPTING TRANSFER OF REAL PROPERTY FROM THE SOUTH BEND  
COMMUNITY SCHOOL CORPORATION BOARD OF SCHOOL TRUSTEES**

**RESOLUTION NO. 3656**

WHEREAS, South Bend Community School Corporation (“School”) owns certain real property, specifically 2.7 acres of the southern portion of Parcel Key No. 71-03-34-277-001.000-026 containing the former Marquette School Building, with a common address of 1905 College Street (the “Property”), which is undergoing a subdivision process, and School wishes to transfer the approximate 2.7 acres and all improvements on said Property as further described in the attached Real Estate Purchase Agreement; and

WHEREAS, School desires to transfer its property rights in the Property to City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (“Commission”) after determining a transfer to a governmental entity rather than a sale or lease to a nongovernmental entity would be in the best interests of School and the public; and

WHEREAS, the transfer of the Property will promote economic development projects and facilitate compatible land use planning, and the Commission has represented the Property will be used for general public benefit and welfare and will promote the recreational, public, and civic well-being of the community; and

WHEREAS, a transfer or exchange of the Property is allowed under Ind. Code § 36-1-11-8, which provides the transfer may be made with a governmental entity upon terms and conditions agreed upon by the entities as evidenced by adoption of a substantially identical resolution by each entity; and

WHEREAS, the School and Commission have agreed School will transfer the Property to the Commission under the terms and conditions as set forth in the Real Estate Purchase Agreement and form of deed, attached hereto as Exhibit A, which includes a purchase price of Sixty Thousand and Seven Hundred and Fifty Dollars (\$60,750.00), representing the sum of the average of two independent appraisals of the Property’s fair market value in accordance with I.C. 36-7-14-19.5 of the Redevelopment of Cities and Towns Act of 1953, as amended; and

WHEREAS, School has adopted a resolution substantially equivalent to this resolution setting forth the terms and conditions of this transfer of Property between School and the Commission.

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

1. The transfer of title to the 2.7 acres of the Property shall be, and hereby is, accepted.
2. The Commission hereby approves the Real Estate Purchase Agreement and deed in the forms attached hereto as Exhibit A and authorizes the President of the Commission and Secretary of the Commission to execute and attest, respectively, said Agreement in the form attached hereto, with such beneficial insertions, omissions and changes as the President and Secretary shall approve, such approval to be evidenced by the execution and attestation thereof.

3. The Commission authorizes Joseph Molnar or Erin Michaels of the City's Department of Community Investment to present for recordation in the Office of the Recorder of St. Joseph County, Indiana, the deed conveying the Property to the Commission, as well as execute any other document necessary to affect the School's conveyance to the Commission.
4. This Resolution shall be in full force and effect after its adoption.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on November 13, 2025.

SOUTH BEND REDEVELOPMENT COMMISSION

---

Troy Warner, President

ATTEST:

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Eli Wax, Secretary



**Exhibit A**

Real Estate Purchase Agreement and Form of Deed

## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement (this “Agreement”) is made effective as of November 13, 2025 (the “Contract Date”), by and between South Bend Community School Corporation, an Indiana public school corporation (“Seller”) and the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (“Buyer”) (each a “Party” and together the “Parties”).

### **RECITALS**

A. Seller is the owner of certain property located in South Bend, Indiana (the “City”), with a common address of 1905 College Street, and more particularly described in attached **Exhibit A** (the “Property”).

B. For purposes of this Agreement, Seller is identified as South Bend Community School Corporation, an Indiana public school corporation organized and existing under the laws of the State of Indiana. Seller holds title to the Property in the name of School City of South Bend Marquette School, and such title is held by and for the benefit of the South Bend Community School Corporation. The Parties acknowledge that the variation in naming reflects the legal structure and governance of the South Bend Community School Corporation, and does not affect the authority of the Seller to convey title to the Property.

C. Buyer exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, cited as Indiana Code § 36-7-14 (the “Act”).

D. Buyer has determined the Property is blighted, unsafe, abandoned, foreclosed, or structurally damaged, and in furtherance of its purposes of redevelopment, and pursuant to I.C. 36-7-14-19.5, Buyer desires to purchase from Seller the Property for the average of two independent appraisals of the Property’s fair market value.

E. Seller has passed or will pass a resolution related to the transfer of the Property in compliance with Indiana Code § 36-1-11-8.

F. Seller desires to sell Property under § 36-1-11-8 and Buyer desires to purchase the Property in accordance with § 36-7-14-19.5 of the Act and under the terms and conditions set forth herein.

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

### **1. RECITALS**

The recitals above are hereby incorporated into this Agreement by reference.

## **2. OFFER AND ACCEPTANCE**

A copy of this Agreement, signed by Seller, constitutes Seller's offer to sell the Property, and once signed by Buyer, constitutes Buyer's acceptance to purchase the Property on the terms stated in this Agreement. A copy signed by Buyer shall be delivered to Seller, in care of the following representative ("Seller's Representatives"):

Mansour Eid, Superintendent  
South Bend Community School Corporation,  
737 Beale St.  
South Bend, IN 46616

Dr. Jeanette McCullough, President  
Board of Trustees  
South Bend Community School Corporation  
737 Beale St.  
South Bend, IN 46616

Seller shall return a signed copy of this Agreement to the following representative ("Buyer's Representative"):

Caleb Bauer  
Executive Director of Community Investment  
City of South Bend  
215 S. Martin Luther King Jr. Blvd., Suite 500  
South Bend, Indiana 46601

With a copy to:

South Bend Legal Department  
Attn: Corporation Counsel  
City of South Bend  
215 S. Martin Luther King Jr. Blvd., Suite 600  
South Bend, Indiana 46601

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

- A. Purchase Price. The purchase price for the Property shall be Sixty Thousand Seven Hundred and Fifty Dollars (\$60,750.00) (the "Purchase Price"), payable by Buyer to Seller via wire in US Dollars at the closing described in Section 14 below (the "Closing," the date of which is the "Closing Date").
- B. Earnest Money Deposit. Within fifteen (15) days after the Contract Date, Buyer will deliver to Meridian Title Company the sum of Five Thousand Nine Hundred Dollars (\$5,900.00), which Title Company on behalf of Seller will hold as an earnest money deposit (the "Earnest Money Deposit"). Title Company will be responsible for disposing of the Earnest Money Deposit in accordance with the terms of this Agreement. The Earnest Money

Deposit shall be credited against the Purchase Price at the Closing or, if no Closing occurs, refunded or forfeited as provided below.

#### **4. BUYER'S DUE DILIGENCE**

A. Investigation. Buyer's obligation to complete the purchase of the Property is conditioned upon the satisfactory completion, in Buyer's discretion and expense, of Buyer's Due Diligence, including, without limitation, Buyer's examination, at Buyer's sole expense, of zoning and land use matters, environmental matters, and real property title matters.

B. Due Diligence Period. Buyer shall have a period of one hundred and twenty (120) days following the Contract Date and at its expense to schedule and complete its survey, inspection, and examination of the Property in accordance with this Section 4 (the "Due Diligence Period"). Buyer may provide written notice to Seller, to the representatives described in Section 2 above, that Buyer waives the remainder of the ninety (90) day Due Diligence Period. Upon such written notice, the Parties may proceed to Closing prior to the expiration of the Due Diligence Period described in this Section.

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer at Buyer's expense to:

(i) enter upon the Property during daylight hours for purposes of examination or inspection; provided, that Buyer may not take any action upon the Property which changes, alters, renovates, defaces, threatens, or damages the Property and Buyer may not conduct testing at the Property without Seller's express prior written consent which shall not be unreasonably delayed or withheld. Further provided if Closing does not occur, Buyer shall immediately restore the Property to the same condition prior to entry, examination, inspection, or testing. Said examination, inspections, and testing are to be at Buyer's expense by qualified, proficient, insured, licensed inspectors or contractors selected by Buyer. Inspections may include, but are not limited to, the presence of asbestos, hazardous and/or toxic materials, underground storage tanks and any other environmental defects; and

(ii) file any application with any federal, state, county, municipal or regional agency relating to the Property for the purpose of obtaining any approval necessary for Buyer's anticipated use of the Property. If Seller's written consent to or signature upon any such application is required by any such agency for consideration or acceptance of any such application, Buyer may forward necessary, reasonable forms created by the governmental agency to and request from Seller such consent or signature, which Seller shall not unreasonably withhold after being reimbursed for Seller's expenses.

D. Termination of Agreement. If at any time within the Due Diligence Period Buyer determines, in its sole discretion, not to proceed with the purchase of the Property, Buyer may terminate this Agreement by written notice to Seller's Representatives, and Buyer shall be entitled to a full refund of the Earnest Money Deposit.

**5. SELLER'S DOCUMENTS**

Seller shall provide Buyer with a copy of all known environmental inspection reports, engineering, title, and survey reports and documents which are public records and in Seller's possession relating to the Property. In the event the Closing does not occur, Buyer will immediately return all such reports and documents to Seller's Representatives.

**6. PRESERVATION OF TITLE**

After the Contract Date, Seller shall not take any action or provide permission allowing any action to be taken by others under Seller's name to cause the Property to become subject to any loans, mortgages, financing, liens, real estate restrictions, easements, real estate covenants, leases, or other encumbrances affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer will promptly obtain, at Buyer's sole expense, and rely upon a commitment for title insurance on the Property (the "Title Commitment") and an ALTA survey of the Property (the "Survey") identifying all Encumbrances as of the Closing Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 8 below).

**7. TITLE COMMITMENT AND POLICY REQUIREMENTS**

Buyer shall obtain the Title Commitment for an owner's policy of title insurance issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company"). The Title Commitment shall upon payment of the required premium by Buyer (i) agree to insure good, marketable, and indefeasible fee simple title to the Property (including public road access) in the name of the Buyer for the full amount of the Purchase Price upon delivery and recordation of a warranty deed (the "Deed") from the Seller to the Buyer, and (ii) provide for issuance of a final ALTA owner's title insurance policy, with any endorsements requested by Buyer, subject to the Permitted Encumbrances. Regardless of whether this transaction closes, Buyer shall be responsible for all of the Title Company's charges and all costs of the Title Commitment and owner's policy.

**8. REVIEW OF TITLE COMMITMENT AND SURVEY**

Within five (5) business days after Buyer's receipt of the Title Commitment, Buyer shall give Seller written notice of any objections to the Title Commitment. Within five (5) business days after Buyer's receipt of the Survey, Buyer shall give Seller written notice of any objections to the Survey. Any exceptions identified in the Title Commitment or Survey to which written notice of objection is not given within such period shall be a "Permitted Encumbrance." If the Seller is unable or unwilling to correct the Buyer's reasonable, standard title and survey objections within the Due Diligence Period, Buyer may terminate this Agreement by written notice to Seller prior to expiration of the Due Diligence Period, in which case the Earnest Money Deposit shall be refunded to Buyer. If Buyer fails to so terminate this Agreement, then such objections shall constitute "Permitted Encumbrances" as of the expiration of the Due Diligence Period, and Buyer shall acquire the Property without any effect being given to such title and survey objections.

## **9. ENVIRONMENTAL MATTERS**

(A) For purposes of this Agreement, the term “Environmental Law(s)” shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Substance, as now or at any time hereafter in effect. For purposes of this Agreement, the term “Hazardous Substance(s)” shall have the meaning ascribed in any Environmental Law to any hazardous, toxic, or dangerous waste, substance, pollutant or material, whether liquid, solid or gaseous.

(B) Seller, to the best of Seller’s knowledge, is not aware that Seller has violated any Environmental Laws in connection with the use, ownership, lease, maintenance or operation of the Property and the conduct of Seller’s operations related thereto.

(C) To the best of Seller’s knowledge, neither Seller nor any other person within Seller’s knowledge and/or control, including any lessees of the Property, has caused or permitted any Hazardous Substance to be placed, held, located or disposed of on, under or at the Property nor any part thereof and neither the Property nor any part thereof has ever been used by Seller or by any other person under contract with Seller as a dump site or unauthorized storage site, whether permanent or temporary, for any Hazardous Substance.

(D) Seller to the best of Seller’s knowledge and with respect to the Property, Seller is not a party to any litigation or administrative proceeding, nor, so far as is known by Seller after reasonable investigation, is any litigation or administrative proceeding threatened against the Property, which in either case asserts or alleges that: (i) Seller violated any Environmental Law; (ii) Seller is required to clean up or take other response action due to the release or threatened release or transportation of any Hazardous Substance; or (iii) Seller is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related to the release or threatened release or transportation of any Hazardous Substance.

## **10. REPRESENTATIONS OF SELLER**

On behalf of Seller, Seller’s undersigned representative represents, warrants, and covenants to Buyer that Seller has or will have prior to its execution all necessary power and authority to enter into and perform this Agreement, and to carry out and perform its obligations under this Agreement. This Agreement is, and as of the Closing Date will be, a valid, legal and binding obligation, enforceable against Seller in accordance with its terms. On the Closing Date, Seller will have all necessary power and authority to enter into, execute and deliver each of the closing documents required under this Agreement to be delivered by Seller and to carry out and perform Seller’s obligations under this Agreement and under the terms of the standard closing documents prepared by the Title Company. Seller represents that it will until the Closing Date comply with all statutory requirements pertinent to the Property and receive all required approvals to transfer the Property to Buyer on the Closing Date by the Closing Date. Seller further represents that it has undertaken or will undertake each of the steps set out in Ind. Code 36-1-11-8.

## **11. WARRANTIES OF BUYER**

Buyer represents, warrants, and covenants to Seller that Buyer has all necessary approvals, funds, power, and authority to enter into and perform this Agreement, and to carry out and perform its obligations under this Agreement. This Agreement is, and of the Closing Date will be, a valid, legal and binding obligation, enforceable against Buyer in accordance with its terms. On the Closing Date, Buyer will have all necessary approvals, permissions, funds, power and authority to enter into, execute and deliver each of the documents required to be delivered by Buyer at the Closing and to carry out and perform Buyer's obligations under this Agreement and under the terms of the closing documents.

Buyer further represents that it has, or intends to, undertake the steps required of Buyer set out in laws applicable to Buyer including but not limited to laws mentioned the Recitals of this Agreement.

## **12. DISPUTE RESOLUTION**

A. Forum. 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 located in St. Joseph County, Indiana, unless the Parties mutually agree in writing to an alternative method of dispute resolution.

B. Waiver of Jury Trial. Both Parties hereby waive any right to trial by jury with respect to any action or proceeding relating to this Agreement.

## **13. NOTICES**

All notices required or allowed by this Agreement, before or after Closing, shall be delivered in person or via email and then by certified mail, return receipt requested, postage prepaid, addressed to Buyer in care of Buyer's Representative (with a copy to South Bend Legal Department, as indicated in Section 2 above), or to Seller in care of Seller's Representatives their respective addresses stated in Section 2 above. Either Party may, by written notice, modify its address or representative for future notices.

## **14. CLOSING**

A. Timing of Closing. Unless this Agreement is earlier terminated, the Closing shall be held at an office of the Title Company located in South Bend, IN, and the Closing Date shall be a mutually agreeable date. The Parties agree that the Closing Date shall be no later than thirty (30) days following the end of the Due Diligence Period.

B. Closing Procedure.

(i) No later than ten (10) business days prior to the Closing Date, Buyer shall ensure Seller shall receive wire transfer, closing documents, and closing instructions from Title Company.

(ii) No later than two business days prior to the Closing Date and during daylight hours, Buyer shall be permitted to conduct a walk-through of the Property.

(iii) At 9:00 am EST on the Closing Date, Buyer shall take steps so the Purchase Price is received by Seller's bank, conditioned on Seller's delivery of the Deed to the Title Company in escrow, in the form attached hereto as **Exhibit B**, conveying the Property to Buyer, and the Title Company's delivery of the final copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 7 above.

(iv) Possession of the Property shall be delivered to the Buyer on the Closing Date, in the same condition as it existed on the Contract Date, ordinary wear and tear, changes caused by Buyer or its contractors, and Casualty Loss excepted.

C. **Personal Property.** Seller shall remove all personal property from the Property prior to the Closing.

D. **Closing Costs.** The Buyer shall be responsible for all of the Title Company's charges including, but not limited to, title policy, closing and/or document preparation fees, financing and lender fees, state, county, and local costs associated with the transaction contemplated in this Agreement, and any other amount Seller has not agreed to pay under this Agreement.

## **16. TAXES**

Seller shall be responsible for any real property taxes and assessments related to the Property and shown in property tax bills for the Property accruing through the Closing Date, if any, even if such taxes are not yet due and payable. Buyer, or Buyer's successors and assigns, shall be liable for all real property taxes and assessments accruing against the Property after the Closing Date, if any and as shown in property tax bills for the Property.

## **17. REMEDIES**

Upon any default in or breach of this Agreement by either Party, the defaulting Party will proceed immediately to cure or remedy such default within ten (10) business days after receipt of written notice of such default or breach from the non-defaulting Party, or, if the nature of the default or breach is such that it cannot be cured within ten (10) business days, the defaulting Party will diligently pursue and prosecute to completion an appropriate cure within a reasonable time. In the event of a default or breach that remains uncured for longer than the period stated in the foregoing sentence, the non-defaulting Party may terminate this Agreement, commence legal proceedings, including an action for specific performance, or pursue any other remedy available at law or in equity. All the Parties' respective rights and remedies concerning this Agreement and the Property are cumulative.

## **18. COMMISSIONS**

The Parties mutually acknowledge and warrant to one another that neither Buyer nor Seller is represented by any realtor, broker, or agent in connection with the transaction contemplated in this Agreement. Buyer and Seller agree to reimburse each other for any claim for commissions charged by a broker in connection with the transaction contemplated in this Agreement.



**19. INDEMNITY**

To the extent allowed by laws applicable to that Party, up to an amount not to exceed the Purchase Price, and for a period of twenty four (24) months following the Closing Date, each party agree to reimburse the other for any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense and settlement), which the other party subsequently incurs, becomes responsible for, or pays out as a result of a breach by the other party in material default of this Agreement. In the event of legal action initiated by a third party as a result of a breach of this Agreement within twenty-four (24) months of the Closing Date, the breaching party shall assume the expenses of the non-breaching party, including all judgments, awards, settlements, legal, and court costs associated therewith up to an amount not to exceed the Purchase Price.

**20. INTERPRETATION; APPLICABLE LAW**

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

**21. 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.

**22. SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction in Indiana 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.

**23. FURTHER ASSURANCES**

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

**24. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between Seller and Buyer related to the Property and supersedes all prior discussions, understandings, or agreements, whether written or oral, between Seller and Buyer concerning the transaction contemplated in this Agreement for the

Property.

**25. BINDING EFFECT; COUNTERPARTS; SIGNATURES**

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

**26. AUTHORITY TO EXECUTE; EXISTENCE**

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

**27. TIME**

Time is of the essence of this Agreement.

**29. CASUALTY LOSS**

As used herein, the term "Casualty Loss" shall mean any destruction by act of God, act of nature, earthquake, flood, collapse, sink hole, erosion, fire, storm, inclement weather, or other casualty or any taking or pending or threatened taking, in condemnation, or under the right of eminent domain of the Property or portion thereof, in each case prior to Closing. All risk of loss to the Property not caused by Buyer or its officials, employees, agents, representatives, or contractors prior to the Closing Date shall be borne by Seller's insurance carrier. Seller shall promptly give Buyer written notice ("Casualty Notice") of any Casualty Loss of which Seller becomes aware. If the Casualty Loss directly or indirectly affects a portion of the Property considered material, in Buyer's sole opinion, Buyer shall have the option, which must be exercised within ten (10) business days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, all rights, duties, obligations, and liabilities created hereunder shall cease. If Buyer elects to proceed with Closing, or if the Casualty Loss does not affect a portion of the Property considered material in Buyer's opinion, it shall acquire the Property in accordance with the terms hereof and Seller shall transfer to Buyer all unpaid insurance proceeds, claims, awards, and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Seller as insurance proceeds, awards, or other payments arising out of such Casualty Loss pertaining to the real estate only. After the Closing Date, Seller shall not voluntarily compromise, settle, or adjust any amounts payable by reason of any Casualty Loss pertaining to the real estate only without first obtaining the written consent of Buyer.

[Signature page follows.]

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

BUYER:

City of South Bend, Department of  
Redevelopment, by and through its  
governing body, the South Bend  
Redevelopment Commission

By:

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Troy Warner, President

ATTEST:

By:

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Eli Wax, Secretary

SELLER:

South Bend Community School  
Corporation

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## **EXHIBIT A**

### **Description of Property**

2.7 Acres of the southern portion of Parcel Key No. 71-03-34-277-001.000-026 containing the former Marquette School Building, to be subdivided before closing

With a common address of 1905 N. College Street

Legal Description: A Property of land bounded by a line running as follows: Commencing at the intersection of the West line of College Street and the north line of West Hamilton Street in the City of South Bend; thence West two hundred and eighty-six (286) feet along the North line of West Hamilton Street to the point of its intersection with the East line of Brookfield Street; thence North to a point which is four hundred and six (406) feet North of the north line of West Hamilton Street; thence East two hundred and eighty-six (286) feet to the West line of College Street; thence south four hundred and six (406) feet to the point of beginning.

**EXHIBIT B**

**Form of Warranty Deed**

**AUDITOR'S RECORD**

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

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

DATE \_\_\_\_\_

KEY NO. \_\_\_\_\_

Instrument No. \_\_\_\_\_

**WARRANTY DEED**

THIS INDENTURE WITNESSETH, that School City of South Bend Marquette School, an Indiana public school corporation, with a mailing address of 737 Beale St. South Bend, IN 46616 (the "Grantor")

CONVEYS AND WARRANTS to the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 215 S. Martin Luther King Jr. Blvd., Suite 500, South Bend, Indiana 46601 (the "Grantee"),

for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the "Property"):

Legal Description: A Property of land bounded by a line running as follows: Commencing at the intersection of the West line of College Street and the north line of West Hamilton Street in the City of South Bend; thence West two hundred and eighty-six (286) feet along the North line of West Hamilton Street to the point of its intersection with the East line of Brookfield Street; thence North to a point which is four hundred and six (406) feet North of the north line of West Hamilton Street; thence East two hundred and eighty-six (286) feet to the West line of College Street; thence south four hundred and six (406) feet to the point of beginning.

2.7 Acres of the southern portion of Parcel Key No. 71-03-34-277-001.000-026 With a common address of 1905 N. College Street

The Grantor hereby conveys the Property to the Grantee free and clear of all liens, leases, or mortgages; subject to real property taxes and assessments; subject to all right of ways, easements, covenants, conditions, restrictions, agreements, encumbrances, and other matters of record which are or could be present in a title commitment, ALTA survey, or governmental records; subject to rights of way for roads; and subject to all applicable federal, state, county, and local laws, regulations, rules, and ordinances.

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that s/he is a duly authorized representative of the Grantor and has been fully empowered, by proper action of the governing body of the Grantor, to execute and deliver this deed, that the Grantor has full corporate capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

GRANTOR:

SOUTH BEND COMMUNITY SCHOOL  
CORPORATION

\_\_\_\_\_  
School Board, President

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of South Bend Community School Corporation and acknowledged the execution of the foregoing Warranty Deed, being authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

My Commission Expires:

\_\_\_\_\_

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

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, 215 S. Martin Luther King Jr., Blvd., Suite 600, South Bend, IN 46601.

Send Tax bills to Grantee at:

Return After Recording to Grantee at: