



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, March 24, 2016, 9:30 a.m.

1. Roll Call

2. Approval of Minutes

A. Minutes of the Regular Meeting of Thursday, March 10, 2016

3. Approval of Claims

A. Claims Submitted March 24, 2016

4. Old Business

5. New Business

A. Receipt of Bids

(1) Receipt of Bids for Property at Hamilton Towing Block

B. Other

(1) Approval of Resolution No. 3334 Honoring Scott C. Ford for His Outstanding Service to the City of South Bend

C. River West Development Area

(1) Approval of Resolution No. 3332 Setting the Disposition Offering Price for Property in the 300 Block of S. Lafayette (Parking Lot North of Schillings)

(2) Approval of Bid Specifications and Design Considerations for Property in 300 Block of S. Lafayette (Parking Lot North of Schillings)



- (3) Authorization to Publish the Notice of Intended Disposition of Property with Publication Dates of April 1, 2016 and April 8, 2016 for Property in the 300 Block of S. Lafayette (Parking Lot North of Schillings)
- (4) Approval of Resolution No. 3333 Setting the Disposition Offering Price for Property in the 500 Block of S. Lafayette and Main (Old Studebaker Museum Block)
- (5) Approval of Bid Specifications and Design Considerations for Property in 500 Block of S. Lafayette and Main (Old Studebaker Museum Block)
- (6) Authorization to Publish the Notice of Intended Disposition of Property with Publication Dates of April 1, 2016 and April 8, 2016 for Property in the 500 Block of S. Lafayette and Main (Old Studebaker Museum Block)
- (7) Approval of Purchase Agreement for Sale of Land (Schillings Property)
- (8) Approval of Second Amendment to Development Agreement for JSK Development (former College Football Hall of Fame Property)
- (9) Approval of Downtown Utility Infrastructure Agreement
- (10) Approval of Resolution No. 3335 Approving Amendments to Agreements with Lippert Components Manufacturing, Inc.
- (11) Economic Development Update

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, March 24, 2016, 9:30 a.m.

8. Adjournment

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS
Auxiliary Aid or Other Services are Available upon Request at No Charge.
Please Give Reasonable Advance Request when Possible.

**SOUTH BEND REDEVELOPMENT COMMISSION
REGULAR MEETING**

March 10, 2016

9:30 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard

South Bend, Indiana

The meeting was called to order at 9:31 a.m.

1. ROLL CALL

| | |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Members Present: | Marcia Jones, President Don Inks, Secretary Gavin Ferlic John Anella |
| Members Absent: | David Varner, Vice President Greg Downes |
| Legal Counsel: | Benjamin Dougherty, Esq. |
| Redevelopment Staff: | David Relos, Associate II Tracy Oehler, Recording Secretary |
| Others Present: | Scott Ford, Executive Director Brian Pawlowski, Assistant Executive Director John March, Associate Roger Nawrot, Assistant City Engineer David Rafinski Conrad Damian Erin Blasko |

2. APPROVAL OF MINUTES

A. Approval of Minutes of the Regular Meeting of Thursday, February 22, 2016

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic the motion carried 3-0 (Vice President Varner and Commissioner Downes absent), the Commission approved the Minutes of the Regular Meeting of Thursday, February 22, 2016.

B. Approval of Minutes of the Special Meeting of Wednesday, March 2, 2016

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic the motion carried 3-0 (Vice President Varner and Commissioner Downes absent), the Commission approved the Minutes of the Special Meeting of Wednesday, March 2, 2016.

3. APPROVAL OF CLAIMS

A. Claims Submitted March 10, 2016

324 Fund River West Development Area

| | | |
|--------------------------------------------------------|------------|-----------------------------------------------------------------------------------|
| South Bend Tribune | 78.76 | Notice to Bidders – Advanced Center for Cancer Care Equipment Purchase |
| US Bank | 198,500.00 | Debt Service Payment Lease Rental Rev Refunding Bonds, Series 2013 Century Center |
| Indiana Department of Environmental South Bend Tribune | 487.50 | Remediation Agreement |
| RealAmerica | 78.02 | Nello Corporation Equipment Purchase |
| Hull & Associates Inc. | 30,726.00 | LaSalle Apartments |
| Kolata Enterprises | 4,295.76 | Oliver Industrial Park & Ignition Park |
| Weaver Boos Consultants | 2,002.50 | Professional Services |
| DLZ | 3,427.00 | Ivy Tower |
| | 27,210.00 | Engineering |

422 Fund West Washington Development TIF

| | | |
|-----------------|----------|---------------------------|
| Lehman & Lehman | 4,231.25 | City Cemetery Master Plan |
|-----------------|----------|---------------------------|

429 Fund River East Development Area

| | | |
|------------|--------|-------------------------------------|
| Abonmarche | 950.00 | Colfax & Hill Drainage Improvements |
|------------|--------|-------------------------------------|

430 Fund South Side TIF Area No. 1

| | | |
|----------------------------------|-----------|---------------------------------------------------------------------------------------|
| Policemen's Federal Credit Union | 26,418.91 | Payoff Mortgage of parcel No. 6 Sandra J. Case 3814 S. Michigan St. |
| St. Joseph's County Treasurer | 383.84 | Payoff Taxes on Parcel No. 6 Sandra J. Case 3814 S. Michigan St. |
| Sandra J. Case | 45,697.25 | Purchase of Parcel No. 6 Sandra J. Case 3814 S. Michigan St. |
| EB Entertainment LP | 1,150.00 | Payment for Temporary Right-of-Way Parcel No. 5 XB Entertainment LP 225 Chippewa Ave. |

\$345,636.79

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks the motion carried 3-0 (Vice President Varner and Commissioner Downes absent), the Commission approved the claims submitted March 10, 2016.

4. OLD BUSINESS

None.

5. NEW BUSINESS

A. River West Development Area

- (1) Approval of Resolution No. 3331 Approving the Transfer of Temporary Right-of-Way for Use in Connection with the Smart Streets Project (South Bend Board of Public Works)**

Mr. Nawrot stated the temporary right-of-way is on Main Street and the back side of the Morris Performing Arts Center to ensure the semi-trucks are not driving over the sidewalks.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic the motion carried 3-0 (Vice President Varner and Commissioner Downes absent), the Commission approved Resolution No. 3331 approving the transfer of temporary right-of-way to the South Bend Board of Public Works for use in connection with the Smart Streets Project.

President Jones requested Items 5.A.(2), 5.A.(3), and 5.A.(4) be considered simultaneously as they pertain to the disposition of property at 122 S. Michigan Street.

Mr. Relos stated this is the site of South Bend Chocolate Café (SBCC), which the Commission entered into a Lease and Development of Real Property with in December 1997. The lease term is for 20 years with two five-year consecutive irrevocable options to renew. The building was in need of significant improvements, which SBCC made and per Section 3.07 of the Lease, retains ownership rights of the improvements and would be compensated the difference between fair market value of the property in 1997 versus a future current appraised value. SBCC desires to remain at its downtown location and to become the owner of the space it occupies. This would also eliminate the Commission's potential liability.

(2) Approval of Resolution No. 3330 Establishing the Offering Price of Property (122 S. Michigan Street)

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks the motion carried 3-0 (Vice President Varner and Commissioner Downes absent), the Commission approved Resolution No. 3330 establishing the offering price of property located at 122 S. Michigan Street.

(3) Approval of Bid Specifications and Design Considerations for Property (122 S. Michigan Street)

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks the motion carried 3-0 (Vice President Varner and Commissioner Downes absent), the Commission approved the bid specifications and design considerations for property located at 122 S. Michigan Street.

(4) Authorization to Publish the Notice of Intended Disposition of Property with Publication Dates of March 18, 2016 and March 25, 2016 for Property (122 S. Michigan Street)

Upon a motion by Commissioner Ferlic, seconded by Secretary Inks the motion carried 3-0 (Vice President Varner and Commissioner Downes absent), the Commission approved the authorization to publish the Notice of Intended Disposition

of Property with publication dates of March 18, 2016 and March 25, 2016 for property located at 122 S. Michigan Street.

(5) Approval of Certificate of Completion and First Amendment to Agreement for Sale of Land for Private Development (River Race Townhomes LLC) and Approval of First Amendment to Agreement for Sale of Land for Private Development (East Bank South Bend Development LLC)

Mr. Relos stated on October 15, 2010, the Commission approved the final site plan with East Bank South Bend Development LLC (East Bank), for the construction of six townhomes on the old Rink site at the corner of Colfax and Sycamore. These townhomes were constructed and a Certificate of Completion was issued on April 24, 2012.

On April 10, 2012, the Commission approved the final site plan with River Race Townhomes LLC (River Race), for the construction of ten townhomes on the old Troeger site at the corner of Jefferson and Niles. The Agreement for Sale for this site, entered into on June 28, 2011, called for Certificates of Occupancy to be received within three years from this June date. During the timeframe between June 2011 and April 2012, a Combined Sewer Overflow project was being planned along Niles north of Jefferson, which delayed site planning. Since the project construction was completed within the three year period and Certificates of Occupancy were issued November 2015, staff request the approval of the Certificate of Completion for this site.

Additionally, when the Agreements for Sale for both sites were drafted, they contained language stating no tax abatements would be sought for the property. It is deemed the no tax abatements pledge was for the projects approved and not for future developments that may or may not occur as there is no deed restrictions of this type that run with the land. To encourage future development at these two sites, it is recommended to amend the Agreements for Sale to clarify that no tax abatements would be sought for the previously approved projects, and future tax abatement requests could be sought for the remaining subdivided parcels.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic the motion carried 3-0 (Vice President Varner and Commissioner Downes absent), the Commission approved the Certificate of Completion and First Amendment to Agreement for Sale of Land for Private Development with River Race Townhomes LLC and approved the First Amendment to Agreement for Sale of Land for Private Development with East Bank South Bend Development LLC.

(6) Approval of Budget Increase for the Hall of Fame Site

Mr. Pawlowski stated on July 13, 2015, a budget of \$700,000 was established in connection with a new development at the former Hall of Fame site. As the plans for the project have progressed, there is a need for additional design work regarding

utility relocation in connection with the overall site plan. Jones Petrie Rafinski has provided a quote of \$118,000, which a portion of will be allocated against the current development agreement. Staff is requesting an increase to the original budget in an amount not-to-exceed \$90,000.

Upon a motion by Secretary Inks, seconded by Commissioner Ferlic the motion carried 3-0 (Vice President Varner and Commissioner Downes absent), the Commission approved the budget increase for the Hall of Fame Site in an amount not-to-exceed \$90,000.

6. PROGRESS REPORTS

Mr. Pawlowski announced the City and Jones Petrie Rafinski (JPR) have been in negotiations regarding the Schillings building. JPR is wanting to expand and will be putting a substantial investment into the building including the corner facing the Four Winds Stadium. Staff will have additional information at the next Redevelopment Commission meeting.

7. NEXT COMMISSION MEETING

Thursday, March 24, 2016, at 9:30 a.m.

8. ADJOURNMENT

The meeting was adjourned at 9:47 a.m.

Aaron Kobb, Director of Economic Resources

Marcia I. Jones, President

| REDEVELOPMENT COMMISSION Redevelopment Commission Claims March 24, 2015 for approval | Claims submitted | Explanation of Project | Items added after Agenda Distributed |
|-----------------------------------------------------------------------------------------|---------------------|-----------------------------------------------|--------------------------------------------|
| <u>324 RIVER WEST DEVELOPMENT AREA</u> | | | |
| Hull & Associates | 2,935.34 | Extended General Consulting | |
| St. Joe Valley Metronet, Inc. | 9,762.00 | Manufacturing Technology, Inc. | |
| Lawson-Fisher Associates | 4,256.78 | Consulting work; remediation at Ignition Park | |
| | | | |
| <u>430 FUND SOUTH SIDE TIF AREA #1</u> | | | |
| Mordechai Aharon | 765.00 | Purchase of right-of-way Ireland Rd | |
| DLZ | | Ireland RW Acquisition | |
| | \$ 17,719.12 | | 0.00 |
| Total Of Both Columns | | | 17,719.12 |

South Bend Redevelopment Commission

RESOLUTION NO. 3334

A RESOLUTION HONORING SCOTT C. FORD FOR EXTRAORDINARY SERVICE TO THE SOUTH BEND COMMUNITY AND SOUTH BEND REDEVELOPMENT COMMISSION

WHEREAS, Scott C. Ford is a committed community leader who has served the South Bend community for the past four years as the Executive Director of Community Investment for the City of South Bend and worked closely with the Redevelopment Commission; and

WHEREAS, during service to our community, Scott worked tirelessly to establish a level of professionalism, accountability, and a commitment to customer service in the City's community investment activities; and

WHEREAS, Under Scott's leadership the Department of Community Investment team obtained an unprecedented volume of opportunities to support job creation and investment in the community, with over 2,500 new jobs announced and \$364 million in private investment during his tenure; and

WHEREAS, Scott lead the department in the development and implementation of many critical projects with substantial community impact such as: the Notre Dame Turbomachinery Lab, Nello Manufacturing campus, Union Station Technology Center and the Noble Americas Ethanol Plant; and

WHEREAS, Scott's foresight and ingenuity led to the successful repurposing of several key downtown South Bend assets such as the LaSalle Hotel, Hoffman Hotel, College Football Hall of Fame, Chase Tower, One Michiana Square and JMS building; and

WHEREAS, Scott was pivotal in spearheading the process leading to the \$42 million infrastructure program known as Smart Streets to convert downtown one-way streets into two-way streets; and

WHEREAS, Scott's tenacity and perseverance allowed the City to almost seamlessly re-align its TIF districts resulting in a more effective means to meet the City's challenges; and

WHEREAS, Scott oversaw construction of improvements to Lincolnway West and Western Avenue as part of the West Side Main Streets Plan; and

WHEREAS, Scott played a role in the successful execution of the Mayor's challenge to address 1,000 blighted properties in 1,000 days; and

NOW, THEREFORE, BE IT RESOLVED that the South Bend Redevelopment Commission hereby honors Scott C. Ford for his extraordinary commitment and distinguished service to the City of South Bend; thanks him for the outstanding contributions he has made; and declares it will sincerely miss his diligent work in the community.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on March 24, 2016, at 1308 County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

David A. Varner, Vice President

Donald E. Inks, Secretary

Greg S. Downes



Gavin Ferlic

John Anella



Department of
Community Investment

Memorandum

March 24, 2016

TO: South Bend Redevelopment Commission
FROM: David Relos, Economic Resources
SUBJECT: Resolution No. 3332
300 Block S. Lafayette Disposition Offering Price
Parking lot north of Schillings

Attached is Resolution No. 3332, which sets the disposition offering price for property located in the 300 block of S. Lafayette.

The proposed fair market value of the property, as derived by two independent appraisals, is found in "Exhibit A" in the attached resolution.

Staff requests approval of Resolution No. 3332.



RESOLUTION NO. 3332

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT
COMMISSION ESTABLISHING THE OFFERING PRICE OF
PROPERTY IN THE RIVER WEST DEVELOPMENT AREA**

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the City of South Bend, Department of Redevelopment, exists and operates pursuant to I.C. 36-7-14 (the "Act"); and

WHEREAS, the Commission may dispose of real property in accordance with Section 22 of the Act; and

WHEREAS, the real property identified at Exhibit A attached hereto and incorporated herein has been appraised by two qualified, independent, professional real estate appraisers and a written and signed copy of their appraisals is contained in the Commission's files; and

WHEREAS, each such appraisal has been reviewed by a qualified Redevelopment staff person, and no corrections, revisions, or additions were requested by such reviewer.

NOW, THEREFORE, BE IT RESOLVED by the Commission, pursuant to Section 22 of the Act, that based upon such appraisals, the offering price of the property described at Exhibit A is hereby established as stated therein, which amount is not less than the average of the two appraisals, and all documentation related to such determination is contained in the Commission's files.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on March 24, 2016, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

**SOUTH BEND REDEVELOPMENT
COMMISSION**

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

**EXHIBIT A
TO RESOLUTION NO. 3332**

| Property | Size | Minimum Offering Price | Proposed Use |
|------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 300 Block S. Lafayette | <u>North Tract</u> 17,325 sf +/- <u>South Tract</u> 5,445 sf +/- | <u>North Tract</u> \$38,500 <u>South Tract</u> \$13,000 | <p>Commercial projects that are permitted within the Central Business District zoning designation.</p> <p>Strong emphasis will be placed during the review process on compatibility with the goals and objectives of the River West Development Area; the planning efforts of the Central Business District and Coveleski Stadium area; the surrounding neighborhood; and the ability to support a development project.</p> |



Department of
Community Investment

Memorandum

March 24, 2016

TO: Redevelopment Commission
FROM: David Relos, Economic Resources
SUBJECT: Approval of Bid Specifications and Design Considerations
300 Block S. Lafayette (Parking lot north of Schillings)

Attached are the Bid Specifications and Design Considerations for the disposition of property in the 300 block of S. Lafayette, commonly known as the parking lot north of Schillings.

The Bid Specifications outline the uses and development requirements that will be considered for this site.

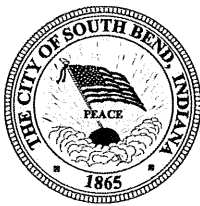
Staff requests approval of the Bid Specifications and Design Considerations for the eventual disposition of this property.



Bid Specifications & Design Considerations

**Sale of Redevelopment Owned Property
300 Block S. Lafayette
River West Development Area**

1. All of the provisions of I.C. 36-7-14-22 will apply to the bidding process.
2. All offers must meet the minimum price listed on the Offering Sheet.
3. Proposals for redevelopment are required to be for projects that are permitted within the Central Business District zoning designation. All proposals must conform to the existing zoning provisions as outlined in the South Bend Zoning Ordinance Title 21 of the City of South Bend Municipal Code.
4. Proposals for the reuse of the property must include a basic reuse plan for the site and a project timeline detailing aspects of the site redevelopment and site improvements. During the review process, emphasis will be placed on compatibility with the goals and objectives of the surrounding neighborhood; planning efforts of the Central Business District and Coveleski Stadium area; the Development Plan for the River West Development Area; and the ability to support a development project.
5. Bidders are prohibited from the use of the property for speculation or land-holding purposes.
6. All other provisions of the River West Development Area Development Plan must be met.



Department of
Community Investment

Memorandum

March 24, 2016

TO: South Bend Redevelopment Commission
FROM: David Relos, Economic Resources
SUBJECT: Request to Advertise
300 Block S. Lafayette Disposition (parking lot north of Schillings)

Attached is the Notice of Intended Disposition of Property (Notice) for the parking lot north of Schillings in the 300 block of S. Lafayette, in the River West Development Area.

This Notice will be advertised in both the South Bend Tribune and the Tri-County News on April 01 and April 08, 2016.

Staff requests approval of this Notice and the Request to Advertise, for the eventual disposition of this property.



Notice of Intended Disposition of Property

RIVER WEST DEVELOPMENT AREA
300 Block S. Lafayette
South Bend, Indiana

Notice is hereby given that the Redevelopment Commission of the City of South Bend, Indiana, will receive sealed offers for the purchase of certain property situated in the River West Development Area until 9:00 a.m. (local time) on the 28th day of April 2016 in the Office of the Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601. All offers will be publicly opened and read aloud at 9:30 a.m. (local time) on the 28th day of April 2016 at the Regular Meeting of the Redevelopment Commission to be held that date and time in Room 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601, or in the event of cancellation or rescheduling, at the Redevelopment Commission's subsequent regular meeting or rescheduled regular meeting held at a time and place given by public notice. Bid proposals for the purchase of the property offered will be considered.

The property being offered is located in the 300 Block of S. Lafayette, in the River West Development Area, South Bend, Indiana. Any proposal submitted must be for either of the two tracts of land or the entire site. The required re-use for the parcel is for projects that are permitted within the Central Business District zoning designation. Strong emphasis will be placed during the review process on compatibility with the River West Development Area; the planning efforts of the Central Business District and Coveleski Stadium area; the surrounding neighborhood; and the ability to support a development project.

A packet containing bid forms, the Offering Sheet and other pertinent information may be picked up at the Department of Community Investment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601.

The Commission reserves the right to reject any and all bids, and to make the award to the highest and best bidder. In determining the best bid, the Commission will take into consideration the following:

1. The use of the improvements proposed to be made by each bidder on the property, and their compatibility with the proposed re-use as described in the Offering Sheet
2. Each bidder's ability to improve the property with reasonable promptness
3. Each bidder's proposed purchase price
4. Any factors which will assure the Commission that the sale, if made, will further the carrying out of the Development Plan for the River West Development Area and will best serve the interest of the community from the standpoint of human and economic welfare
5. The ability of each bidder to finance the proposed improvements to the property with reasonable promptness

The Commission further reserves the right to waive any formalities in bidding which are not mandatory requirements.

A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each:

- (A) beneficiary of the trust; and
- (B) settlor empowered to revoke or modify the trust.

To secure the execution of the disposition agreement, the purchase of the property and the redevelopment thereof in accordance with the agreement, the bidder must submit with the proposal a faithful performance guaranty, in the sum of ten percent (10%) of the amount offered for the purchase of the property. The guaranty sum may be in the form of a certified check, a cashier's check, surety bond, letter of credit from a bank or trust company as approved by the Redevelopment Commission, or by other sufficient security, but the form, substance and terms of the performance guaranty must be approved as satisfactory by the Redevelopment Commission. The performance guaranty, if by certified check, shall be deposited in any account of the Department of Redevelopment, City of South Bend, in a bank or trust company selected by the Redevelopment Commission.

CITY OF SOUTH BEND, INDIANA
DEPARTMENT OF COMMUNITY INVESTMENT

Scott Ford, Executive Director
Publish Dates: April 01 and April 08, 2016



Department of
Community Investment

Memorandum

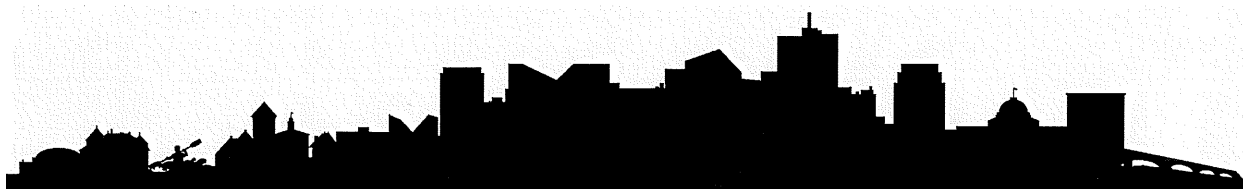
March 24, 2016

TO: South Bend Redevelopment Commission
FROM: David Relos, Economic Resources
SUBJECT: Resolution No. 3333
500 Block S. Lafayette and Main Disposition Offering Price
Old Studebaker Museum block

Attached is Resolution No. 3333, which sets the disposition offering price for property located in the 500 block of S. Lafayette and Main.

The proposed fair market value of the property, as derived by two independent appraisals, is found in "Exhibit A" in the attached resolution.

Staff requests approval of Resolution No. 3333.



RESOLUTION NO. 3333

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT
COMMISSION ESTABLISHING THE OFFERING PRICE OF
PROPERTY IN THE RIVER WEST DEVELOPMENT AREA**

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the City of South Bend, Department of Redevelopment, exists and operates pursuant to I.C. 36-7-14 (the "Act"); and

WHEREAS, the Commission may dispose of real property in accordance with Section 22 of the Act; and

WHEREAS, the real property identified at Exhibit A attached hereto and incorporated herein has been appraised by two qualified, independent, professional real estate appraisers and a written and signed copy of their appraisals is contained in the Commission's files; and

WHEREAS, each such appraisal has been reviewed by a qualified Redevelopment staff person, and no corrections, revisions, or additions were requested by such reviewer.

NOW, THEREFORE, BE IT RESOLVED by the Commission, pursuant to Section 22 of the Act, that based upon such appraisals, the offering price of the property described at Exhibit A is hereby established as stated therein, which amount is not less than the average of the two appraisals, and all documentation related to such determination is contained in the Commission's files.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on March 24, 2016, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

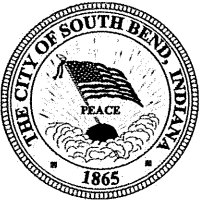
Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

**EXHIBIT A
TO RESOLUTION NO. 3333**

| Property | Size | Minimum Offering Price | Proposed Use |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>500 Block S. Lafayette & Main</p> | <p><u>East Tract</u> 1.23 acres +/-</p> <p><u>West Tract</u> 1.62 acres +/-</p> <p><u>Total</u> 2.85 acres +/-</p> | <p><u>East Tract</u> \$127,500</p> <p><u>West Tract</u> \$130,000</p> <p><u>Total</u> \$280,000</p> | <p>Commercial projects that are permitted within the Central Business District zoning designation.</p> <p>Strong emphasis will be placed during the review process on compatibility with the goals and objectives of the River West Development Area; the planning efforts of the Central Business District and Coveleski Stadium area; and the surrounding neighborhood.</p> |



Department of
Community Investment

Memorandum

March 24, 2016

TO: Redevelopment Commission
FROM: David Relos, Economic Resources
SUBJECT: Approval of Bid Specifications and Design Considerations
 500 Block S. Lafayette & Main (old Studebaker Museum block)

Attached are the Bid Specifications and Design Considerations for the disposition of property in the 500 block of S. Lafayette and Main, commonly known as the old Studebaker Museum block.

The Bid Specifications outline the uses and development requirements that will be considered for this site.

Staff requests approval of the Bid Specifications and Design Considerations for the eventual disposition of this property.



Bid Specifications & Design Considerations

Sale of Redevelopment Owned Property 500 Block S. Lafayette & Main River West Development Area

1. All of the provisions of I.C. 36-7-14-22 will apply to the bidding process.
2. All offers must meet the minimum price listed on the Offering Sheet.
3. Proposals for redevelopment are required to be for projects that are permitted within the Central Business District zoning designation. All proposals must conform to the existing zoning provisions as outlined in the South Bend Zoning Ordinance Title 21 of the City of South Bend Municipal Code.
4. Proposals for the reuse of the property must include a basic reuse plan for the site and a project timeline detailing aspects of the site redevelopment and site improvements. During the review process, emphasis will be placed on compatibility with the goals and objectives of the surrounding neighborhood; planning efforts of the Central Business District and Coveleski Stadium area; and the Development Plan for the River West Development Area.
5. Bidders are prohibited from the use of the property for speculation or land-holding purposes.
6. All other provisions of the River West Development Area Development Plan must be met.



Department of
Community Investment

Memorandum

March 24, 2016

TO: South Bend Redevelopment Commission
FROM: David Relos, Economic Resources
SUBJECT: Request to Advertise
500 Block S. Lafayette & Main Disposition (old Studebaker Museum block)

Attached is the Notice of Intended Disposition of Property (Notice) for the old Studebaker Museum block in the 500 block of S. Lafayette and Main streets, in the River West Development Area.

This Notice will be advertised in both the South Bend Tribune and the Tri-County News on April 01 and April 08, 2016.

Staff requests approval of this Notice and the Request to Advertise, for the eventual disposition of this property.



Notice of Intended Disposition of Property

RIVER WEST DEVELOPMENT AREA
500 Block S. Lafayette and Main
South Bend, Indiana

Notice is hereby given that the Redevelopment Commission of the City of South Bend, Indiana, will receive sealed offers for the purchase of certain property situated in the River West Development Area until 9:00 a.m. (local time) on the 28th day of April 2016 in the Office of the Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601. All offers will be publicly opened and read aloud at 9:30 a.m. (local time) on the 28th day of April 2016 at the Regular Meeting of the Redevelopment Commission to be held that date and time in Room 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601, or in the event of cancellation or rescheduling, at the Redevelopment Commission's subsequent regular meeting or rescheduled regular meeting held at a time and place given by public notice. Bid proposals for the purchase of the property offered will be considered.

The property being offered is located in the 500 Block of S. Lafayette and Main, in the River West Development Area, South Bend, Indiana. Any proposal submitted must be for either of the two tracts of land or the entire site. The required re-use for the parcel is for projects that are permitted within the Central Business District zoning designation. Strong emphasis will be placed during the review process on compatibility with the River West Development Area; the planning efforts of the Central Business District and Coveleski Stadium area; and the surrounding neighborhood

A packet containing bid forms, the Offering Sheet and other pertinent information may be picked up at the Department of Community Investment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601.

The Commission reserves the right to reject any and all bids, and to make the award to the highest and best bidder. In determining the best bid, the Commission will take into consideration the following:

1. The use of the improvements proposed to be made by each bidder on the property, and their compatibility with the proposed re-use as described in the Offering Sheet
2. Each bidder's ability to improve the property with reasonable promptness
3. Each bidder's proposed purchase price
4. Any factors which will assure the Commission that the sale, if made, will further the carrying out of the Development Plan for the River West Development Area and will best serve the interest of the community from the standpoint of human and economic welfare
5. The ability of each bidder to finance the proposed improvements to the property with reasonable promptness

The Commission further reserves the right to waive any formalities in bidding which are not mandatory requirements.

A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each:

- (A) beneficiary of the trust; and
- (B) settlor empowered to revoke or modify the trust.

To secure the execution of the disposition agreement, the purchase of the property and the redevelopment thereof in accordance with the agreement, the bidder must submit with the proposal a faithful performance guaranty, in the sum of ten percent (10%) of the amount offered for the purchase of the property. The guaranty sum may be in the form of a certified check, a cashier's check, surety bond, letter of credit from a bank or trust company as approved by the Redevelopment Commission, or by other sufficient security, but the form, substance and terms of the performance guaranty must be approved as satisfactory by the Redevelopment Commission. The performance guaranty, if by certified check, shall be deposited in any account of the Department of Redevelopment, City of South Bend, in a bank or trust company selected by the Redevelopment Commission.

CITY OF SOUTH BEND, INDIANA
DEPARTMENT OF COMMUNITY INVESTMENT

Scott Ford, Executive Director
Publish Dates: April 01 and April 08, 2016



Department of
Community Investment

Memorandum

Thursday March 24, 2016

TO: South Bend Redevelopment Commission
FROM: Brian Pawlowski, Business Development
SUBJECT: Agreement To Buy and Sell Real Estate (former Schilling's)

Jones Petrie Rafinski (JPR) is a downtown business specializing in land surveying, architectural design and engineering. In 2007 JPR purchased their current location from the Redevelopment Commission to expand their downtown presence. In the last 9 years they have continued to grow and their current building is no longer sufficient to accommodate their existing staff or to allow future growth. They are expanding their operations and would like to acquire the former Schilling's building from the Commission.

JPR will consolidate a majority of their operations in other cities to South Bend as a result of this purchase, and by the end of this year add an additional 19 to 20 professionals to the downtown, with wages ranging from \$20.15 to \$36.07 an hour. They plan to add approximately 16 more employees in the ensuing next three years. New taxes from building improvements will generate approximately \$173,000 and new LOIT taxes from the net new jobs will be approximately \$80,000.

As part of the purchase agreement, JPR commits to investing over \$650,000 within the next 18 months, completing interior renovations, new roofing improvements, a complete façade renovation, and landscaping that will complement the redevelopment efforts already underway at the intersection of Lafayette and Western like Xanatek and the area around Four Winds Field. The purchase price will be \$1.

Staff asks the Commission for approval of the Agreement To Buy and Sell Real Estate with JPR, to allow the sale of this property, owned by the Commission since 2009.



AGREEMENT TO BUY AND SELL REAL ESTATE

This Agreement To Buy And Sell Real Estate (this "Agreement") is made on March 24, 2016 (the "Contract Date"), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission ("Seller"), and Jones Petrie Rafinski Corp., an Indiana corporation with its registered office at 4703 Chester Dr., Elkhart, Indiana 46516 ("Buyer") (each a "Party" and together the "Parties").

RECITALS

A. Seller exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, being Ind. Code 36-7-14 (the "Act").

B. In furtherance of its purposes under the Act, Seller owns certain real property located in South Bend, Indiana (the "City"), and more particularly described in attached Exhibit A (the "Property").

C. Pursuant to the Act, Seller adopted its Resolution No. 3103 on November 8, 2012, whereby Seller established an offering price of Two Hundred Seventy-Seven Thousand Five Hundred Dollars (\$277,500.00) for the Property.

D. Pursuant to the Act, on November 8, 2012, Seller authorized the publication, on November 16, 2012, and November 23, 2012, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before December 13, 2012.

E. As of December 13, 2012, Seller received no bids for the Property, and, therefore, having satisfied the conditions stated in Section 22 of the Act, Seller now desires to sell the Property to Buyer on the terms stated in this Agreement.

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. OFFER AND ACCEPTANCE

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

Brian Pawlowski
City of South Bend
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

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 request from Seller such consent or signature, which Seller shall not unreasonably withhold. Notwithstanding the foregoing, any zoning commitments or other commitments that would further restrict the future use or development of the Property, beyond the restrictions in place as a result of the current zoning of the Property, shall be subject to Seller's prior review and written approval.

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 Representative.

4. SELLER'S DOCUMENTS/SURVEY AND ENVIRONMENTAL REPORT

Upon Buyer's request, Seller will provide Buyer a copy of all environmental inspection, engineering, title, and survey reports and documents 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 Representative with or without a written request by Seller. In addition to reviewing any environmental reports provided by Seller, Buyer may, at Buyer's sole expense, obtain a Phase I environmental site assessment of the Property pursuant to and limited by the authorizations stated in Section 3 above.

5. PRESERVATION OF TITLE

After the Contract Date, Seller shall not take any action or allow any action to be taken by others to cause the Property to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting Seller's title (such matters are referred to as "Encumbrances"). Seller acknowledges that Buyer intends to obtain, at Buyer's sole expense, and to rely upon a commitment for title insurance on the Property (the "Title Commitment") and a survey of the Property (the "Survey") identifying all Encumbrances as of the Contract Date. The Property shall be conveyed to Buyer free of any Encumbrances other than Permitted Encumbrances (as defined in Section 7 below).

6. TITLE COMMITMENT AND POLICY REQUIREMENTS

Buyer, at Buyer's sole expense, 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") within twenty (20) days of the Contract Date. The Title Commitment shall (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 an amount established by Buyer upon delivery and recordation of a special warranty 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 title search charges and all costs of the Title Commitment and owner's policy.

C. RESERVED.

D. Closing Costs. Buyer shall pay all of the Title Company's closing and/or document preparation fees and all recordation costs associated with the transaction contemplated in this Agreement.

11. BUYER'S POST-CLOSING DEVELOPMENT OBLIGATIONS

A. Lot Improvements and Building Improvements. Within eighteen (18) months after the Closing Date, Buyer agrees to expend at least Six Hundred Fifty Thousand Dollars (\$650,000.00) to complete Buyer's improvements on the Property, including improvements to the interior and exterior of the existing building on the Property (collectively, the "Development Obligations"). Before commencing construction, Buyer agrees to present to the Planning Division of the City's Department of Community Investment ("Planning") plans and specifications showing the nature and placement of the Buyer's anticipated improvements on the Property and will work cooperatively with Planning to address any of Planning's feedback on such plans and specifications. Promptly upon completing its Development Obligations, Buyer will submit to Seller satisfactory records, as determined in Seller's sole discretion, proving the above required expenditures and will permit Seller (or its designee) to inspect the Property to ensure satisfactory completion of Buyer's Development Obligations.

B. Certificate of Completion. Promptly after Buyer completes its Development Obligations and satisfactorily proves the same in accordance with the terms of Section 11.A. above, Buyer may request that Seller issue to Buyer a certificate acknowledging such completion and releasing Seller's reversionary interest in the Property (the "Certificate of Completion"), which Seller will not unreasonably withhold. The Parties agree to record the Certificate of Completion immediately upon issuance, and Buyer will pay the costs of recordation.

C. Reversion upon Default. In the event Buyer fails to perform any of its Development Obligations, or satisfactorily prove such performance, in accordance with Section 11.A above, then Seller shall have the right to re-enter and take possession of the Property and to terminate and revert in Seller the estate conveyed to Buyer at Closing and all of Buyer's rights and interests in the Property without offset or compensation for the value of any improvements made by Buyer. The Parties agree that Seller's conveyance of the Property to Buyer at Closing will be made on the condition subsequent that is set forth in the foregoing sentence.

12. ACCEPTANCE OF PROPERTY "AS-IS"

Buyer agrees to purchase the Property "as-is, where-is" and without any representations or warranties by Seller as to the condition of the property or its fitness for any particular use or purpose. Seller offers no such representation or warranty as to condition or fitness, and nothing in this Agreement shall be construed to constitute such a representation or warranty as to condition or fitness.

13. TAXES

of Completion in accordance with Section 11 above, then Seller shall have the right to re-enter and take possession of the Property and to terminate and revest in Seller the estate conveyed to Buyer at Closing and all of Buyer's rights and interests in the Property without offset or compensation for the value of any improvements made by Buyer. The Parties agree that Seller's conveyance of the Property to Buyer will be made on the condition subsequent that is set forth in the foregoing sentence.

19. 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.

20. 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. Further, the undersigned representative of Buyer represents and warrants that Buyer is duly organized, validly existing, and in good standing under the laws of the State of Indiana.

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

BUYER:

SELLER:

Jones Petrie Rafinski Corp., an Indiana corporation

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

By:

By:

Printed:

Marcia I. Jones, President

Its:

Dated:

ATTEST:

By:

Donald E. Inks, Secretary

EXHIBIT B

Form of Special Warranty Deed

Commonly known as 325 and 333 S. Lafayette Blvd., South Bend, Indiana
[Parcel Key Numbers 018-3009-0308 and 018-3009-0311]

The Grantor warrants title to the Property only insofar as it might be affected by any act of the Grantor during its ownership thereof and not otherwise.

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Grantor's development area plan dated May 10, 1985, and recorded as Document No. 8509691 in the Office of the Recorder of St. Joseph County, Indiana, as thereafter amended from time to time, and any design review guidelines associated therewith.

The Grantor conveys the Property to the Grantee pursuant to the terms of that certain Agreement To Buy And Sell Real Estate dated March 24, 2016, by and between the Grantor and the Grantee (the "Agreement"). Capitalized terms not otherwise defined in this deed will have the meanings stated in the Agreement. Pursuant to Sections 11 and 18 of the Agreement, the Grantor conveys the Property to the Grantee by this deed subject to certain conditions subsequent. In the event the Grantee fails to perform any of its Development Obligations, or satisfactorily prove such performance, in accordance with Section 11 of the Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revest in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Property without offset or compensation for the value of any improvements made by the Grantee. The recordation of a Certificate of Completion in accordance with Section 11 of the Agreement will forever release and discharge the Grantor's reversionary interest stated in the foregoing sentence. In addition, in the event the Grantee assigns or attempts to assign any of its rights in the Property before the Grantor's issuance of a Certificate of Completion under Section 11 of the Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revest in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Property without offset or compensation for the value of any improvements made by the Grantee.

The Grantor conveys the Property to the Grantee subject to the limitation that the Grantee, and its successors and assigns, shall not discriminate against any person on the basis of race, creed, color, sex, age, or national origin in the sale, lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property.

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

GRANTOR:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Marcia I. Jones and Donald E. Inks, known to me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Special Warranty Deed.

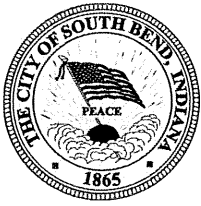
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 2016.

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. Benjamin J. Dougherty.

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.



Department of
Community Investment

Memorandum

Tuesday, March 22, 2016

TO: *Redevelopment Commissioners*

FROM: Scott Ford, Community Investment

SUBJECT: First Amendment to Development Agreement – former College Football Hall of Fame

On April 15, 2015, the Commission approved initially the terms of a partnership with JSK / Southold LLC for the sale of the former College Football Hall of Fame and the adjoining parking lot for a mixed-use redevelopment project to include office and retail space along with a hotel. On July 16, 2015 the Commission approved a Development Agreement that outlined those terms.

Through the course of the ensuing months, JSK has worked closely with City Staff, Marriot Corporate officials, as well as with neighboring businesses to the site to hone the development and confirm specific details that were contemplated but not specified in the original agreement, such as the parking arrangement.

The program of the hotel has increased by 20 rooms, which will represent an additional \$1.7M in estimated private investment for the construction. Additionally, several design changes were made to accentuate opportunities for ground floor retail to enhance the key axis between the Century Center's main entrance and Michigan Street, as well as to improve the streetscape along St. Joseph and Jefferson streets. The additional hotel rooms and building program will generate additional tax revenues back to the community in excess of \$500,000 in the first 10 years of the project.

Consequently, the Amendment reflects the larger private investment and public assistance for site costs, for additional request of \$500,000 to be added to the Commission's original commitment of \$700,000 for site improvements.

The Amendment also:

- Provides a commitment of the Commission to offer up to 70 spaces at the Leighton Garage to be rented by JSK for use of hotel guests, for which JSK will pay the standard monthly rate. Parties will agree to reevaluate this arrangement after the first year of hotel operations.
- Increases the personal guarantee of AJ Patel to reflect the increase in the incentive associated with the project.
- Changes the closing dates for the HOF and Jefferson Lot to reflect current timetable.

Staff requests approval of this Agreement.



FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "First Amendment") is made on March 24, 2016 (the "Effective Date"), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the "Commission"), and Southhold, LLC, an Indiana limited liability company with its registered office at 120 Dixieway North, South Bend, Indiana (the "Developer") (each a "Party," and collectively the "Parties").

RECITALS

A. The Commission and the Developer entered into that certain Development Agreement dated July 16, 2015 (the "Development Agreement"), for the redevelopment of the Project Site (as defined in the Development Agreement), including reusing and rehabilitating the building known as the former College Football Hall of Fame and constructing a new hotel on an adjacent parcel in downtown South Bend.

B. In consideration of the Developer's ongoing planning activities concerning the project, the Parties desire to amend certain provisions of the Development Agreement in accordance with the terms of this First Amendment.

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

1. In Section 1.3 of the Development Agreement, "Seven Hundred Thousand Dollars (\$700,000)" is deleted and replaced by "One Million Two Hundred Thousand Dollars (\$1,200,000)."

2. In accordance with the above increase of the Funding Amount to One Million Two Hundred Thousand Dollars (\$1,200,000.00), each instance of "One Million Nine Hundred Thousand Dollars (\$1,900,000.00)" in Section 4.15 of the Development Agreement is deleted and replaced by "Two Million Four Hundred Thousand Dollars (\$2,400,000.00)." Further, Anant Patel, as the sole member and owner of the Developer, will execute the Amended and Restated Personal Guaranty attached hereto as Exhibit 1.

3. In the first sentence of Section 3.1 of the Development Agreement, "January 1, 2016" is deleted and replaced by "April 1, 2016."

4. In the second sentence of Section 3.3.2 of the Development Agreement, "the Jefferson Lot Closing Date" is deleted and replaced by "August 11, 2016."

5. The following new Section is inserted immediately following Section 5.8 of the Development Agreement:

5.9 Parking Accommodations. The Commission hereby agrees to make available to the Developer, upon the Developer's request, no greater than seventy (70) reserved parking spaces in the Leighton Parking Garage located in South Bend, Indiana, and dedicated for use by the Developer or its designees for the Project Site for the period commencing on the date the Project Site is operational ("Operation Commencement Date," which date the Developer will certify in writing to the Commission) and expiring on the first anniversary of the Operation Commencement Date (the "Initial Reserved Parking Period"). The Commission will make such reserved parking spaces available to Developer during the Initial Reserved Parking Period for a per-space-per-month rate at the lesser of (a) the standard monthly space rate for reserved spaces in the Leighton Parking Garage in effect on the Operation Commencement Date and (b) a new residential space rate in effect on the Operation Commencement Date after adoption by the South Bend Board of Public Works and approval by the South Bend Common Council. At least sixty (60) days before the expiration of the Initial Reserved Parking Period, the Developer and the Commission will negotiate in good faith concerning parking accommodations after the expiration of the Initial Reserved Parking Period on terms and conditions as mutually agreed upon by the Developer and the Commission.

6. Immediately following the first sentence of Section 10.7 of the Development Agreement, the following sentence is inserted: "Each Party may modify its address(es) or representative(s) stated below by written notice to the other Party." Pursuant to Section 10.7 of the Development Agreement as amended by this First Amendment, the Developer hereby instructs the Commission to direct copies of all notices, demands, or other communications required or permitted under the terms of the Development Agreement to Barnes & Thornburg LLP, 121 West Franklin Street, Suite 200, Elkhart, IN 46516, Attn: Joel D. Duthie, as the Developer's legal counsel replacing Warrick & Boyn, LLP.

7. Unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.

8. Capitalized terms used in this First Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Development Agreement to be effective on the Effective Date stated above.

COMMISSION:

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

DEVELOPER:

Southhold, LLC



Anant Patel, Sole Member

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EXHIBIT 1

Form of Amended and Restated Personal Guaranty

AMENDED AND RESTATED PERSONAL GUARANTY

This Amended and Restated Personal Guaranty (this "Guaranty") dated March 24, 2016 (the "Effective Date"), is made by Anant Patel, an Indiana resident (the "Guarantor"), in favor of the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the "Commission") and the City of South Bend, a municipal corporation (the "City," and together with the Commission, the "Guaranteed Parties").

RECITALS

WHEREAS, the Guarantor is the sole member and owner of Southhold, LLC (the "Company"); and

WHEREAS, the Company and the Commission entered into a Development Agreement dated as of July 16, 2015, as amended by the First Amendment to Development Agreement dated March 24, 2016 (collectively, the "Development Agreement") concerning the redevelopment of certain real property located in the City of South Bend, Indiana (the "Hall of Fame Property"); and

WHEREAS, pursuant to the Development Agreement, the Company will purchase the Hall of Fame Property from the Commission in order to integrate the Hall of Fame Property into the Company's development of adjacent real property (the "Project"); and

WHEREAS, to induce the Commission to sell the Hall of Fame Property to the Company for inclusion in the Project, the Guarantor now offers this Guaranty regarding the Company's obligation to purchase the Hall of Fame Property from the Commission; and

NOW THEREFORE, the Guarantor makes this Guaranty on the following terms:

1. The Guarantor represents and warrants that he is the sole member and owner of the Company.
2. As an inducement for the Commission to enter into the Development Agreement with the Company, the Guarantor hereby unconditionally and absolutely guarantees to the Guaranteed Parties the full and prompt payment when due, upon written demand from either of the Guaranteed Parties to the Guarantor, any and all amounts (a) payable to the Commission under the Development Agreement and (b) actually expended by the Commission in completing the Local Public Improvements (as defined in the Development Agreement) to the date of the Commission's demand (collectively, the "Guaranteed Obligations").
3. The amount of the Guaranteed Obligations shall not exceed Two Million Four Hundred Thousand Dollars (\$2,400,000.00) and shall be reduced from time to time in accordance with the amount of any payment made by the Guarantor to the Guaranteed Parties to be applied to the Guaranteed Obligations. This Guaranty supersedes and replaces the Personal Guaranty of Guarantor in favor of the Commission dated July 16, 2015.

4. The Guarantor hereby waives any and all notices concerning the Guaranteed Obligations, including notice of acceptance of this Guaranty, notice of any liability to which it may apply, notice of protest, and notice of dishonor or nonpayment of any such liability. Further, the Guarantor hereby waives any right to require the Guaranteed Parties to proceed first against the Company in the event of the Company's failure to pay any amount owing to the Commission.

5. The Guarantor will not exercise any right of reimbursement or contribution from the Company until all obligations owing to the Commission are paid in full.

6. The Guarantor agrees that his liability as Guarantor shall continue and remain in full force and effect in the event that all or any part of any payment made hereunder or any obligation or liability guaranteed hereunder is recovered (as a fraudulent conveyance, preference, or otherwise) rescinded or must otherwise be reinstated or returned due to bankruptcy or insolvency laws or otherwise.

7. This Guaranty will remain in full force and effect until all of the Guaranteed Obligations are fully paid and satisfied.

8. This Guaranty will be interpreted according to and governed by the laws of the State of Indiana.

9. This Guaranty may not be changed, waived, discharged or terminated except by a written instrument signed by the Guarantor and the Commission.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty Agreement to be effective on the Effective Date stated above.

Guarantor:


Anant Patel

ACCEPTED:

South Bend Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

Dated:



Department of
Community Investment

Memorandum

Thursday March 24, 2016

TO: South Bend Redevelopment Commission
FROM: Jitin Kain, Deputy Director of Public Works
SUBJECT: Downtown Utilities & Infrastructure

As Commission is aware, JPR was recently commissioned by staff to study the underground utilities in the former College Football Hall of Fame block. The purpose of the study was to identify utility conflicts with the development of a new Hotel on the parking lot to the South of the Hall of Fame. JPR's preliminary analysis has produced a few options for utility relocations that DCI staff along with the City's Engineering staff have reviewed.

The utilities needing relocation include a storm sewer line, sanitary manholes and gas lines. Staff requests approval of \$415,000 from the RWDA TIF for the utility relocation work to support pre-development work in the block.





Department of
Community Investment

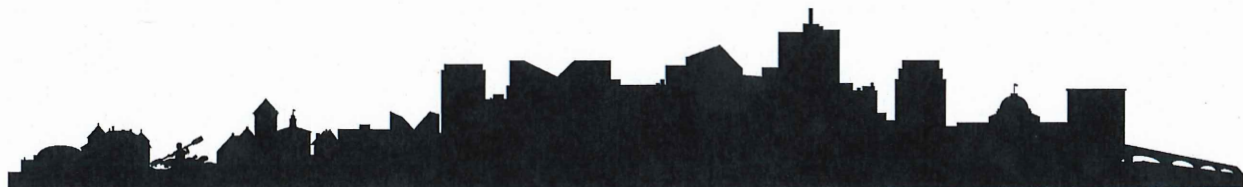
Memorandum

Tuesday, March 22, 2016

TO: Redevelopment Commission
FROM: Aaron Kobb *AK*
SUBJECT: Lippert Components Lease Agreement

On May 15, 2014, a Development Agreement and accompanying Lease Agreement were executed between the RDC and Lippert Components Manufacturing. The Agreement, in part, called for an initial \$725K private investment towards a new warehouse in South Bend and a total investment of \$1,492,500 by 2020. This investment is projected to generate 180 new jobs initially and 380 new jobs by 2024. Today's action is to execute the First Amendment to Economic Development Agreement and the First Amendment to Equipment Lease Agreement which details the procurement obligation as set forth in the Development Agreement.

Staff is requesting the approval and execution of the enclosed Amendments.



RESOLUTION NO. 3335

**A RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
APPROVING AMENDMENTS TO AGREEMENTS WITH LIPPERT COMPONENTS
MANUFACTURING, INC.**

WHEREAS, the South Bend Redevelopment Commission (the "Commission") exists and operates pursuant to I.C. 36-7-14; and

WHEREAS, on May 15, 2014, the Commission entered into that certain Economic Development Agreement (the "Development Agreement") and that certain Equipment Lease Agreement (the "Lease") with Lippert Components Manufacturing, Inc. ("Lippert"); and

WHEREAS, the Commission and Lippert desire to amend the Development Agreement and the Lease to identify the leased Equipment and to acknowledge commencement of the Lease.

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

1. The Commission hereby approves, and will execute simultaneously with this Resolution, the First Amendment to Economic Development Agreement attached hereto as Exhibit 1 and the First Amendment to Equipment Lease Agreement attached hereto as Exhibit 2 (together, the "Amendments").

2. The Commission hereby authorizes and instructs David Relos or Aaron Kobb, each of the City of South Bend Department of Community Investment, to deliver the Amendments to Lippert and to take on behalf of the Commission all necessary administrative actions to accomplish the purposes of this Resolution.

3. This Resolution will be in full force and effect upon its adoption by the Commission.

ADOPTED at a regular meeting of the South Bend Redevelopment Commission held on March 24, 2016, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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EXHIBIT 1

First Amendment to Economic Development Agreement

[See attached.]

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This First Amendment to Economic Development Agreement (this “First Amendment”) is effective as of March 24, 2016 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Lippert Components Manufacturing, Inc., a Delaware corporation, with offices at 3501 County Road 6 East, Elkhart, Indiana 46514 (“Lippert”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain Economic Development Agreement dated May 15, 2014 (the “Development Agreement”); and

WHEREAS, the Parties desire to amend certain terms and provisions of the Development Agreement as stated in this First Amendment.

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

1. The following information is inserted into Exhibit A to the Development Agreement immediately following the phrase “Equipment List”:

- A. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532C4GT209001)
- B. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532C6GT209002)
- C. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532C8GT209003)
- D. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532CXGT209004)
- E. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532C1GT209005)
- F. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532C3GT209006)

2. Unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Economic Development Agreement to be effective on the Effective Date stated above.

COMMISSION:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

DEVELOPER:

LIPPERT COMPONENTS MANUFACTURING,
INC., a Delaware corporation

By: _____
Printed: _____
Its: _____

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EXHIBIT 2

First Amendment to Equipment Lease Agreement

[See attached.]

FIRST AMENDMENT TO EQUIPMENT LEASE AGREEMENT

This First Amendment to Equipment Lease Agreement (this “First Amendment”) is effective as of March 24, 2016 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and Lippert Components Manufacturing, Inc., a Delaware corporation, with offices at 3501 County Road 6 East, Elkhart, Indiana 46514 (“Lippert”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain Economic Development Agreement dated May 15, 2014 (the “Development Agreement”); and

WHEREAS, pursuant to the Development Agreement, the Parties entered into that certain Equipment Lease Agreement dated May 15, 2014 (the “Lease”); and

WHEREAS, the Parties mutually acknowledge and agree that the Commencement Date of the Lease was January 25, 2016; and

WHEREAS, the Parties desire to amend certain terms and provisions of the Lease as stated in this First Amendment.

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

1. The blank space in Rectial H of the Lease is completed to read “May 15, 2014.”
2. The following information is inserted into Schedule A to the Lease immediately following the phrase “List of Equipment and Location of Installation”:
 - A. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532C4GT209001)
[Location: 1902 W. Sample St., South Bend, Indiana 46619]
 - B. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532C6GT209002)
[Location: 1902 W. Sample St., South Bend, Indiana 46619]
 - C. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532C8GT209003)
[Location: 1902 W. Sample St., South Bend, Indiana 46619]
 - D. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532CXGT209004)
[Location: 1902 W. Sample St., South Bend, Indiana 46619]
 - E. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532C1GT209005)
[Location: 1902 W. Sample St., South Bend, Indiana 46619]

F. Hyundai Translead trailer model VI2530152-AJRS (VIN 3H3V532C3GT209006)
[Location: 1902 W. Sample St., South Bend, Indiana 46619]

3. Unless expressly modified by this First Amendment, the terms and provisions of the Lease remain in full force and effect.

4. Capitalized terms used in this First Amendment will have the meanings set forth in the Lease unless otherwise stated herein.

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Equipment Lease Agreement to be effective on the Effective Date stated above.

COMMISSION:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

DEVELOPER:

LIPPERT COMPONENTS MANUFACTURING,
INC., a Delaware corporation

By: _____
Printed: _____
Its: _____

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