



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, November 22, 2021 – 9:30 a.m.

<http://tiny.cc/RDC112221>

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Monday, November 8, 2021

3. Approval of Claims

- A. Claims Allowance Request 11.09.21
- B. Claims Allowance Request 11.16.21

4. Old Business

- A. Real Estate Purchase Agreement (5 Corners)

5. New Business

A. River West Development Area

- 1. Resolution No. 3540 (Approving Execution of Lease – Morris Civic 2021)
- 2. Resolution No. 3541 (Approving Execution of Lease – Potawatomi Zoo Project 2022)
- 3. Budget Request (Western Ave Design)

B. River East Development Area

- 1. Budget Request (Mishawaka Avenue Design)

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, December 9, 2021, 9:30 am

8. Adjournment



South Bend.
Redevelopment Commission
 227 West Jefferson Boulevard, Room 1308, South Bend, IN
 46601

**SOUTH BEND REDEVELOPMENT COMMISSION
 REGULAR MEETING**

November 8, 2021

9:30 a.m.

Presiding: Marcia Jones, President

<https://tiny.cc/RDC110821>

South Bend, Indiana

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

1. ROLL CALL

Members Present:	Marcia Jones, President Don Inks, Vice-President Troy Warner, Secretary Vivian Sallie, Commissioner Eli Wax, Commissioner Leslie Wesley, Commissioner	
Members Absent:		
Legal Counsel:	Sandra Kennedy, Esq.	
Redevelopment Staff:	Mary Brazinsky, Board Secretary	
Others Present:	Santiago Garces Tim Corcoran Andrew Netter Amanda Pietsch Aaron Perri Kyle Silveus Ben Dougherty Daniel Parker Mark Peterson Randy Rampola Emma Adlam Josh Sisk, Executive Director Mike Danitra	DCI DCI DCI DCI VPA Engineering Admin & Finance Admin & Finance WNDU Barnes & Thornburg Resident Potawatomi Zoo Resident

2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, October 28, 2021**

Upon a motion by Vice-President Inks, seconded by Secretary Warner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, October 28, 2021.

3. Approval of Claims

- **Claims Submitted for November 3, 2021**

Upon a motion by Vice-President Inks, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved the claims for November 3, 2021, submitted on Thursday, November 8, 2021.

4. Old Business

5. New Business

A. River West Development Area

1. **Resolution No. 3538 (Lease Rental Revenue Bonds of 2022 Morris Performing Arts Center Project)**

Mr. Parker Presented Resolution No. 3538 (Lease Rental Revenue Bonds of 2022 Morris Performing Arts Center Project). This resolution is the first step in several steps for the 100-year Morris Performing Arts Center. This is for Lease Rental Financing. All this Resolution does is approve the form of the lease.

Randy Rampola, Barnes, and Thornburg states this is the initial steps in the improvements at the Morris. This resolution approved the form of the lease and authorizes the lease hearing which is at the next Redevelopment Commission Meeting on Monday, November 22, 2021. The lease itself is for the Morris. It provides for an annual rental not to exceed \$420k and has a current lease term of not to exceed 25 years. Both options may be modified after the bonds are sold. The lease provides language for the lease rental to be reduced and the rental to be reduced to match whatever the debt service on the bonds will be. The lease rental will be payable as set out on the lease from hotel/motel tax revenues so this will leverage the .5% increase portion that is dedicated by the statute to pay for improvements to the Morris. The lease will also be backed by special property tax that will not be intended to be used. The lease rental is intended to be paid solely from the motel/hotel tax but to minimize the interest expense, the city has agreed to put a tax back-up in place, which is not uncommon. The city has used this technique in the past. The most recent example is the double tracking project. Baker Tilly is structuring this so it will pay the lease revenue from the bonds, but it will fit in with the hotel/motel tax revenues with enough for coverage. With the adoption of the resolution today, you are setting the public hearing on the lease for

Monday, November 22nd. Commission approval is requested.

Secretary Warner asked what percentage of the increase we expect to pay the bond payments, the entirety of the half percent or a smaller portion that we expect to come in from the half percent.

Randy Rampola states that half percent is entirely pledged to the debt service on the bonds, but there will be a coverage amount. Baker Tilly is structuring the lease rental bonds so there will be 125% coverage; meaning if we have \$100 that the debt service payment would be \$75 so there are \$25 left over annually. The hotel/motel tax board did adopt a pledge resolution adopting that half percent to the payment of the debt service on the lease rental. That \$25 will accrue in that account and by state law that money would always be available to the Morris. There would be opportunity in the future to use cash on hand for future improvements on the Morris.

Upon a motion by Secretary Warner, seconded by President Jones, the motion carried unanimously, the Commission approved Resolution No. 3538 (Lease Rental Revenue Bonds of 2022 Morris Performing Arts Center Project) submitted on Monday, November 8, 2021.

2. **Resolution No. 3539 (Lease Rental Revenue Bonds of 2022 Potawatomi Zoo)**
Mr. Parker Presented Resolution No. 3539 (Lease Rental Revenue Bonds of 2022 Potawatomi Zoo). This is like the Morris as we use the .5% of the hotel/motel tax that will be dedicated to the Potawatomi Zoo. The approval of the resolution today would just approve the lease. The entirety of the .5% of the hotel/motel tax board was pledged last week but there is a coverage ratio so there will be a cash balance particularly if the hotel business continues to grow and more people continue to come into the city; the revenue could grow statutorily. Josh Sisk from the Potawatomi Zoo is on the call.

Josh Sisk states that the cash balance will help us in the future to add to our Master Plan in the future.

Randy Rampola adds that this lease is like the Double Tracking as we are anticipating leasing 3 portions of streets; green, lawn and separate portions of wall street to provide for the leasing mechanism. The leasing mechanism is again important to provide the ability to have a tax back up in place. The term of this lease is not to exceed 22 years.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved Resolution No. 3539 (Lease Rental Revenue Bonds of 2022 Potawatomi Zoo) submitted on Monday, November 8, 2021.

B. River East Development Area

1. Budget Request (Mishawaka Avenue Survey)

Mr. Silveus Presented Budget Request (Mishawaka Avenue Survey). This request would fund the topographic survey that will collect data for future streetscape improvement along Mishawaka Avenue. The overall projects vision is to calm the traffic, beautify the area and support growth along this corridor. The survey would extend from the Eddy Street ramps to Emerson Drive. The initial phase will end approximately at Louise. Commission approval is requested.

Upon a motion by Vice-President Inks, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved Budget Request (Mishawaka Avenue Survey) submitted on Monday, November 8, 2021.

6. Progress Reports

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

7. Next Commission Meeting:

Monday, November 22, 2021, 9:30 a.m.

8. Adjournment

Monday, November 8, 2021, 9:51 a.m.

Troy Warner, Secretary

Marcia Jones, President



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

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Tuesday, November 9, 2021

Pursuant to Indiana Code 36-4-8-7, I have audited and certified the attached claims and submit them for allowance in the following amounts:

GBLN-0026253	\$125,030.58
GBLN-0000000	\$0.00

Total:	<u>\$125,030.58</u>
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Daniel Parker, City Controller

The attached claims described above were allowed in the following total amount at a public meeting on the date stated below: \$ 125,030.58

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approval

RDC Payments-11/9/21 Pymt Run
GBLN-0026253

Payment method: CHK-Total
Voucher: RDCP-00000410
Payment date: 11/9/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000657	GEOGRAPH INDUSTRIES INC	APP #3	Change Order #2 - Final	10/24/2021	\$30,000.00	429-10-102-121-442001-- PROJ00000184	PO-0007174
V-00000657	GEOGRAPH INDUSTRIES INC	APP #3	Change Order #2 - Final	10/24/2021	\$2,379.17	422-10-102-121-442001-- PROJ00000184	PO-0007174

Payment method: CHK-Total
Voucher: RDCP-00000411
Payment date: 11/9/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000982	LAWSON-FISHER ASSOCIATES	202018202210953	Olive Street Reconstruction Phase 2	10/30/2021	\$425.40	324-10-102-121-431002-- PROJ00000059	PO-0006602

Payment method: CHK-Total
Voucher: RDCP-00000412
Payment date: 11/9/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001422	ROBERT HENRY CORP	APP #1	ROW and Site Work	10/24/2021	\$80,868.51	324-10-102-121-444000-- PROJ00000249	PO-0010837

Payment method: ACH-Total
Voucher: RDCP-00000413
Payment date: 11/9/2021

Vendor #	V-00001518	Name	SMITHGROUP INC	Invoice #	157764	Line description	Final Design for Seitz Park Trails to Howard Park	Due date	11/13/2021	Invoice amount	\$11,357.50	Financial dimensions	324-10-102-121-444000-- PROJ000000079	Purchase order	PO-0006606
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**City of South Bend
Department of Administration & Finance
Claims Allowance Request**

To: South Bend Redevelopment Commission
From: Daniel Parker, City Controller
Date: Tuesday, November 16, 2021

Pursuant to Indiana Code 36-4-8-7, I have audited and certified the attached claims and submit them for allowance in the following amounts:

GBLN-0026978 \$124,563.88
GBLN-0000000 \$0.00

Total: \$124,563.88

Daniel Parker, City Controller

The attached claims described above were allowed in the following total amount at a public meeting on the date stated below: \$ 124,563.88

By: _____
South Bend Redevelopment Commission
Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approvalRDC Payments-11/16/21 Pymt Run
GBLN-0026978

Payment method: CHK-Total
Voucher: RDCP-00000415
Payment date: 11/16/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000982	LAWSON-FISHER ASSOCIATES	202109002210974	Coal Line Trail - Construction Inspection Services	10/30/2021	\$14,176.22	324-10-102-121-444000-- PROJ00000018	PO-0008430

Payment method: CHK-Total
Voucher: RDCP-00000416
Payment date: 11/16/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001422	ROBERT HENRY CORP	APP #2	ROW and Site Work	11/24/2021	\$77,214.48	324-10-102-121-444000-- PROJ00000249	PO-0010837

Payment method: ACH-Total
Voucher: RDCP-00000417
Payment date: 11/16/2021

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001722	UNITED CONSULTING	1640658	CHRIS - 16J008 ENGINEERING SERVICE PH II FOR	11/5/2021	\$4,769.04	324-10-102-121-443001-- PROJ00000018	PO-0000011
V-00001722	UNITED CONSULTING	1640743	CHRIS - 16J008 ENGINEERING SERVICE PH II FOR	11/5/2021	\$28,404.14	324-10-102-121-443001-- PROJ00000018	PO-0000011



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: November 19, 2021

FROM: Andrew Netter, Senior Planner

SUBJECT: Award Bid and Approve Purchase Agreement to Five Corners, LLC.
1210, 1214, and 1220 South Bend Avenue South Bend, IN 46617

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

PURPOSE OF REQUEST:

At the regular Commission meeting on October 14, 2021, the Commission opened bids for the sale of 1210, 1214, and 1220 South Bend Ave., South Bend, IN 46617. Only one bid was submitted, from Five Corners, LLC., for the sale of the property. Upon review, by the Department of Community Investment, it was deemed to be satisfactory of all the requirements of the bid packet.

The City wishes to sell the property to Five Corners, LLC. for the \$16,850. Five Corners, LLC. has agreed to the following post-closing obligations:

- Develop a block-wide, multi-story project that uses design elements consistent with creating active, walkable, urban development in a manner supporting the City's Northeast Neighborhood Plan;
- Provide the design, plans, and specifications for Property Improvements consistent with City standards for the review and acceptance by the City's Planning and Community Resources Team, at its sole discretion; and
- Complete construction of the project within 60 months of the Closing Date.

Staff requests the Commission to approve the purchase agreement and award the bid for sale of property to Five Corners, LLC.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this “Agreement”) is made on November 22, 2021 (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 Five Corners, LLC., an Indiana limited partnership with its registered office at 814 Marietta St., South Bend, IN 46601 (“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. 3537 on September 9, 2021, whereby Seller established an offering price of Sixteen Thousand Eight Hundred Fifty Dollars (\$16,850.00) for the Property.

D. Pursuant to the Act, on September 9, 2021, Seller authorized the publication, on September 17, 2021, and September 24, 2021, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before October 14, 2021, at 9:00A.M.

E. On October 14, 2021, at 9:00A.M., Seller received one bid for the Property, from the Buyer; Buyer’s bid was satisfactory to the Seller based, in part, on tentative site plan provided in Buyer’s bid packet, and 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”):

TO SELLER: Santiago Garces
Executive Director
Department of Community Investment
City of South Bend
1400 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

WITH COPY TO: South Bend Legal Department
Attn: Corporation Counsel
City of South Bend
1200 S. County-City Building
227 W. Jefferson Blvd.
South Bend, Indiana 46601

This offer shall expire thirty (30) days after delivery unless accepted by Seller. To accept Buyer's offer, Seller shall return a copy of this Agreement, counter-signed by Seller in accordance with applicable laws, to the following ("Buyer's Representative"):

TO BUYER: Five Corners, LLC.
Attn. Anne Hayes, Member
814 Marietta St.
South Bend, IN 46601

WITH COPY TO: _____

2. PURCHASE PRICE AND EARNEST MONEY DEPOSIT

A. Purchase Price. The purchase price for the Property shall be Sixteen Thousand Eight Hundred Fifty Dollars (\$16,850.00) (the "Purchase Price"), payable by Buyer to Seller in cash at the closing described in Section 10 below (the "Closing," the date of which is the "Closing Date").

B. Earnest Money Deposit. Buyer submitted to Seller the sum of One Thousand, Six Hundred, and Eighty Five Dollars (\$1,685.00) with its bid, which Seller is holding as an earnest money deposit (the "Earnest Money Deposit"). Seller will dispose 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.

C. Termination During Due Diligence Period. If Buyer exercises its right to terminate this Agreement by written notice to Seller in accordance with Section 3 below, the Earnest Money Deposit shall be refunded to Buyer. If Buyer fails to exercise its right to terminate this Agreement by written notice to Seller within the Due Diligence Period, then the Earnest Money Deposit shall become non-refundable.

D. Liquidated Damages. If Seller complies with its obligations hereunder and Buyer, not having terminated this Agreement during the Due Diligence Period in accordance with Section 3 below, fails to purchase the Property on or before the Closing Date, the Earnest Money Deposit shall be forfeited by Buyer and retained by Seller as liquidated damages in lieu of any other damages.

3. BUYER'S DUE DILIGENCE

A. Investigation. Buyer and Seller have made and entered into this Agreement based on their mutual understanding that Buyer intends to incorporate the Property into a larger, block-wide, multi-story, walkable project that complies with the zoning ordinance and the goals and objectives of the Northeast Neighborhood Plan (the "Buyer's Use"). Seller acknowledges that Buyer's determination whether Buyer's Use is feasible requires investigation into various matters (Buyer's "Due Diligence"). 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. 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").

C. Authorizations During Due Diligence Period. During the Due Diligence Period, Seller authorizes Buyer, upon Buyer providing Seller with evidence that Buyer has general liability insurance reasonably acceptable to Seller, in the amount of at least One Million Dollars (\$1,000,000), naming Seller as an additional insured and covering the activities, acts, and omissions of Buyer and its representatives at the Property, to

(i) enter upon the Property or to cause agents to enter upon the Property for purposes of examination; provided, that Buyer may not take any action upon the Property which reduces the value thereof and Buyer may not conduct any invasive testing at the Property without Seller's express prior written consent; further provided, that if the transaction contemplated herein is not consummated, Buyer shall promptly restore the Property to its condition prior to entry, and agrees to defend, indemnify and hold Seller harmless, before and after the Closing Date whether or not a closing occurs and regardless of any cancellations or termination of this Agreement, from any liability to any third party, loss or expense incurred by Seller, including without limitation, reasonable attorney fees and costs arising from acts or omissions of Buyer or Buyer's agents or representatives; 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 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. Environmental Site Assessment. 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 this Section 3.

E. 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, and Buyer shall be entitled to a full refund of the Earnest Money Deposit.

4. SELLER'S DOCUMENTS; ENVIRONMENTAL SITE ASSESSMENT

Upon Buyer's request, Seller will provide Buyer a copy of all known 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.

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 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 after 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 the full amount of the Purchase Price upon delivery and recordation of a special 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 title search charges and all costs of the Title Commitment and owner's policy.

7. REVIEW OF TITLE COMMITMENT AND SURVEY

Within twenty (20) days after Buyer's receipt of the Title Commitment, Buyer shall give Seller written notice of any objections to the Title Commitment. Within twenty (20) 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 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.

8. 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 of St. Joseph County, Indiana, unless the Parties mutually agree 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.

9. 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 Seller in care of Seller's Representative (with a copy to South Bend Legal Department, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601, Attn: Corporation Counsel), or to Buyer in care of Buyer's Representative at their respective addresses stated in Section 1 above. Either Party may, by written notice, modify its address or representative for future notices.

10. CLOSING

A. Timing of Closing. Unless this Agreement is earlier terminated, the Closing shall be held at the office of the Title Company, and the Closing Date shall be a mutually agreeable date not later than sixty (60) days after the end of the Due Diligence Period.

B. Closing Procedure.

(i) At Closing, Buyer shall deliver the Purchase Price to Seller, conditioned on Seller's delivery of the Deed, in the form attached hereto as **Exhibit B**, conveying the Property to

Buyer, free and clear of all liens, encumbrances, title defects, and exceptions other than Permitted Encumbrances, and the Title Company's delivery of the marked-up copy of the Title Commitment (or pro forma policy) to Buyer in accordance with Section 6 above.

(ii) Possession of the Property shall be delivered to the Buyer at Closing, in the same condition as it existed on the Contract Date, ordinary wear and tear and casualty excepted.

C. 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. Property Improvements; Proof of Investment. Within Sixty (60) months after the Closing Date, the Buyer will expend an amount not less than One Million Dollars (\$1,000,000.00) on improvements to the building and the site, as well as the cost of equipment, needed to redevelop the Property for the uses set forth herein ("Property Improvements"). Promptly upon completing the Property Improvements, 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 that Buyer's Property Improvements were completed satisfactorily.

B. Post-Closing Buyer Commitments. The Buyer shall:

- (i) Complete construction of the project within 60 months of the Closing Date;
- (ii) Develop a block-wide multi-story project that uses design elements consistent with creating active, walkable, urban development in a manner supporting the City's Northeast Neighborhood Plan; and
- (iii) Provide the design, plans, and specifications for Property Improvements consistent with City standards for the review and acceptance by the City's Planning and Community Resources Team, at its sole discretion.

C. Certificate of Completion. Promptly after Buyer completes the Property Improvements and satisfactorily proves the same in accordance with the terms of Section 11.A. above, Seller will issue to Buyer a certificate acknowledging such completion and releasing Seller's reversionary interest in the Property (the "Certificate of Completion"). The Parties agree to record the Certificate of Completion immediately upon issuance, and Buyer will pay the costs of recordation.

D. Remedies Upon Default. In the event Buyer fails to complete the Property Improvements, or satisfactorily to prove such performance, in accordance with Section 11.A above, then, in addition to pursuing any other remedies available at law or in equity, Seller shall have the right to re-enter and take possession of the Property and to terminate and re-vest 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 set forth in the foregoing sentence and the terms of this Section 11 will be referenced in the deed. Further, the Parties agree that Seller's reversionary interest in the Property will be subordinate to the first-priority mortgage encumbering the Property, if any, arising out of Buyer's contemporaneous financing of the redevelopment of the Property, provided that Buyer notifies Seller in advance of the execution or recording of such first-priority mortgage.

12. SELLER'S POST-CLOSING OBLIGATIONS

On and after the Closing Date, the Seller shall work with the Buyer to finalize plans, designs, and specifications for Property Improvements to the satisfaction of the City departments, consistent with City standards.

13. 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 will be construed to constitute such a representation or warranty as to condition or fitness.

14. TAXES

Buyer, and Buyer's successors and assigns, shall be liable for any and all real property taxes assessed and levied against the Property with respect to the year in which the Closing takes place and for all subsequent years. Seller shall have no liability for any real property taxes associated with the Property, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes resulting in Seller's liability therefor.

15. 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.

16. COMMISSIONS

The Parties mutually acknowledge and warrant to one another that neither Buyer nor Seller is represented by any broker in connection with the transaction contemplated in this Agreement.

Buyer and Seller agree to indemnify and hold harmless one another from any claim for commissions in connection with the transaction contemplated in this Agreement.

17. 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.

18. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

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

19. 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.

20. 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.

21. 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.

22. ENTIRE AGREEMENT

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

23. ASSIGNMENT

Buyer and Seller agree that this Agreement or any of Buyer's rights hereunder may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller. In the event Buyer wishes to obtain Seller's consent regarding a proposed assignment of this Agreement, Buyer shall provide any and all information reasonably demanded by Seller in connection with the proposed assignment and/or the proposed assignee.

24. 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.

25. 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. 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.

26. TIME

Time is of the essence of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this Real Estate Purchase Agreement to be effective as of the Contract Date stated above.

BUYER:

Five Corners, LLC.
an Indiana limited liability company

By: _____
Anne Hayes, Member

Dated: _____

SELLER:

South Bend
Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Troy Warner, Secretary

EXHIBIT A

Description of Property

Parcel Number: 71-09-06-154-004.000-026

Tax ID: 018-5095-3334

Legal Description: Lot 4 Talbots Plat EX parts sold to state 19/20 ROW #1159 6/13/18

Commonly Known As: 1210 South Bend Ave., South Bend, IN 46617

Parcel Number: 71-09-06-154-003.000-026

Tax ID: 018-5095-3335

Legal Description: Lot 5 Talbots Plat EX parts sold to state 19/20 ROW #1159 6/13/18

Commonly Known As: 1214 South Bend Ave., South Bend, IN 46617

Parcel Number: 71-09-06-154-001.000-026

Tax ID: 018-5095-3337

Legal Description: Lot 7 Talbots Plat EX parts sold to state 19/20 ROW #1159 6/13/18

Commonly Known As: 1220 South Bend Ave., South Bend, IN 46617

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT: _____

DATE: _____

KEY NO. _____

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantor")

CONVEYS AND SPECIALLY WARRANTS to Five Corners, LLC., an Indiana limited partnership with its registered office at 814 Marietta St., South Bend, IN 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 located in St. Joseph County, Indiana (the "Property"):

Parcel Number: 71-09-06-154-004.000-026

Tax ID: 018-5095-3334

Legal Description: Lot 4 Talbots Plat EX parts sold to state 19/20 ROW #1159 6/13/18

Commonly Known As: 1210 South Bend Ave., South Bend, IN 46617

Parcel Number: 71-09-06-154-003.000-026

Tax ID: 018-5095-3335

Legal Description: Lot 5 Talbots Plat EX parts sold to state 19/20 ROW #1159 6/13/18

Commonly Known As: 1214 South Bend Ave., South Bend, IN 46617

Parcel Number: 71-09-06-154-001.000-026

Tax ID: 018-5095-3337

Legal Description: Lot 7 Talbots Plat EX parts sold to state 19/20 ROW #1159 6/13/18

Commonly Known As: 1220 South Bend Ave., South Bend, IN 46617

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 Commission's 2019 River East Development Area Plan and the City's Northeast Neighborhood Plan, as thereafter amended from time to time, and any design review guidelines associated therewith.

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.

Pursuant to Section 11 of the Purchase 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 the Property Improvements, or satisfactorily to prove such performance, in accordance with Section 11 of the Purchase

Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and re-vest 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 to the Property made by the Grantee. The recordation of a Certificate of Completion in accordance with Section 11 of the Purchase Agreement will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

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.

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

SOUTH BEND
REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Troy Warner, 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 Troy Warner, 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 being authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of _____, 2021.

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. Sandra L. Kennedy.

This instrument was prepared by Sandra L. Kennedy, Corporation Counsel, City of South Bend, Indiana, Department of Law, 227 W. Jefferson Boulevard, Suite 1200S, South Bend, IN 46601. .

RESOLUTION NO. 3540

**A RESOLUTION OF THE SOUTH BEND
REDEVELOPMENT COMMISSION AUTHORIZING THE EXECUTION
OF A LEASE BETWEEN THE SOUTH BEND REDEVELOPMENT AUTHORITY AND
THE SOUTH BEND REDEVELOPMENT COMMISSION RELATING TO THE
MORRIS PERFORMING ARTS CENTER, AND ALL MATTERS RELATED
THERE TO**

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

WHEREAS, the City has determined to undertake certain improvements to the Morris Performing Arts Center (the “Performing Arts Center”) consisting of certain energy savings improvements, renovations of the floor and seating, and certain other improvements at the Performing Arts Center (collectively, the “Project”); and

WHEREAS, the Commission has given consideration to (i) financing the cost of all or a portion of the Project; (ii) funding a debt service reserve fund, if necessary in connection with the issuance of the Bonds (defined herein); and (iii) paying costs incurred in connection with the issuance of the Bonds; and

WHEREAS, the South Bend Redevelopment Authority (the “Authority”) has been established pursuant to the applicable provisions of Indiana Code 36-7-14 as a separate body corporate and politic, and as an instrumentality of the City to finance local public improvements for lease to the Commission; and

WHEREAS, on November 8, 2022, the Commission at a duly advertised and noticed public meeting, adopted its Resolution No. 3538 approving a proposed form of lease (the “Lease”) with the Authority, as Lessor, for the Performing Arts Center (the “Leased Premises”) in order to provide for the completion of the Project in order to better serve the residents of the City and provide for further economic development in the City, and the Commission scheduled a public hearing regarding the Lease to be held on November 22, 2021, at 9:30 a.m. (local time), in Room 1308 of the County-City Building located at 227 West Jefferson Boulevard, South Bend, Indiana, and virtually as permitted by Indiana law and published notice of such public hearing on the Lease in accordance with applicable Indiana law; and

WHEREAS, on this date said public hearing has been held, and all interested parties have been provided the opportunity to be heard at the hearing; and

WHEREAS, the Commission intends to pay rent to the Authority (the “Rental Payments”) pursuant to the terms of the Lease, at a rate not to exceed Four Hundred Twenty Thousand Dollars (\$420,000.00) per year, in semiannual installments, with a term no longer than twenty-five (25) years beginning on the date the Authority acquires an interest in the Leased Premises, and ending on the day prior to a date not later than twenty-five (25) years after such date of acquisition by the Authority; and

WHEREAS, the Commission seeks to authorize execution of the Lease and authorize the publication, in accordance with Indiana Code. 36-7-14-25.2 and Indiana 6-1.1-20-5, of a Notice of Execution and Approval of Lease and a Notice of Decision to Enter into a Lease;

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

SECTION 1. The Commission hereby finds and determines that (i) the terms of the Lease are based upon the value of the Leased Premises, that the Rental Payments to be paid by the Commission, pursuant to the terms of the Lease, at a rate not to exceed Four Hundred Twenty Thousand Dollars (\$420,000.00) per year, in semiannual installments, with a term no longer than twenty-five (25) years beginning on the date the Authority acquires an interest in the Leased Premises and ending on the day prior to a date not later than twenty-five (25) years after such date of acquisition by the Authority, are fair and reasonable, (ii) the use of the Leased Premises throughout the term of the Lease will serve the public purpose of the City and is in the best interests of its residents, and (iii) the execution and delivery of the Lease is needed.

SECTION 2. The President or Vice-President and the Secretary of this Commission are hereby authorized and directed, on behalf of the City, and subject to obtaining approval from the Common Council of the City (the "Common Council"), to execute and deliver the Lease in substantially the form presented at this public meeting with such changes in form or substance as the President or Vice-President of this Commission shall approve, such approval to be conclusively evidenced by the execution thereof; provided that the Rental Payments shall not exceed the amounts set forth in Section 1 hereof.

SECTION 3. The Secretary of the Commission is hereby directed to transmit to the Common Council a copy of this Resolution and the Lease and to request the Common Council to adopt a Resolution approving the Lease and its execution by the Commission and the Authority, prior to the execution of the Lease.

SECTION 4. The Commission hereby authorizes the publication and posting in three (3) public places of a notice of the decision of the Commission to enter into a lease in excess of Five Thousand Dollars (\$5,000) all in accordance with Indiana Code 5-3-1 and 6-1.1-20-5.

SECTION 5. The Commission hereby authorizes the publication, in accordance with Indiana Code 5-3-1 and 36-7-14-25.2, of the Notice of Execution and Approval of Lease, following execution of the lease by the Commission.

SECTION 6. The President, Vice-President and Secretary of this Commission, and each of them, is hereby authorized and directed to take all such further actions and to execute all such documents or instruments as are desirable to carry out the transactions contemplated by this Resolution, in such forms as the President, Vice-President or Secretary executing the same shall deem proper, such desirability to be conclusively evidenced by the execution thereof.

SECTION 7. This Resolution shall be in full force and effect from and after its adoption by the Commission.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on November 22, 2021.

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

Troy Warner, Secretary

RESOLUTION NO. 3541

**A RESOLUTION OF THE SOUTH BEND
REDEVELOPMENT COMMISSION AUTHORIZING THE EXECUTION
OF A LEASE BETWEEN THE SOUTH BEND REDEVELOPMENT AUTHORITY AND
THE SOUTH BEND REDEVELOPMENT COMMISSION RELATING TO THE
POTAWATOMI ZOO PROJECT, AND ALL MATTERS RELATED THERETO**

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

WHEREAS, the City of South Bend Building Corporation (the “Building Corporation”) has been incorporated as an Indiana nonprofit corporation operating pursuant to Indiana Code 23-17 in order to finance buildings and other capital improvements in the City; and

WHEREAS, the City has previously entered into a Lease and Management Agreement, dated as of January 1, 2019 with the Potawatomi Zoological Society, Inc. (“PZS”), an Indiana nonprofit corporation, to provide for PZS to operate the Potawatomi Zoo located in the City (the “Zoo”); and

WHEREAS, PZS desires to undertake certain capital improvements at the Zoo (the “Project”); and

WHEREAS, in order to foster continued economic development in the City, the Commission has given consideration to assisting the City with the financing the costs of all or a portion of the Project and expenses related thereto including without limitation funding a debt service reserve fund, if necessary in connection with the issuance of the Bonds (defined herein) and paying costs incurred in connection with the issuance of the Bonds; and

WHEREAS, on November 8, 2021, the Commission at a duly advertised and noticed public meeting, adopted its Resolution No. 3539 approving a proposed form of lease (the “Lease”) with the Building Corporation, as Lessor, for (i) a portion of Greenlawn Avenue in the City from its intersection with McKinley Avenue to its intersection with Wall Street, (ii) a portion of Wall Street in the City from its intersection with Twyckenham Drive to its intersection with Greenlawn Avenue, and (iii) a portion of Wall Street in the City from its intersection with Greenlawn Avenue to its intersection with Ironwood Drive (the “Leased Premises”) for the purpose of financing all or any portion of the Project in order to better serve the residents of the City and provide for further economic development in the City, and the Commission scheduled a public hearing regarding the Lease to be held on November 22, 2021, at 9:30 a.m. (local time), in Room 1308 of the County-City Building located at 227 West Jefferson Boulevard, South Bend, Indiana, and virtually as permitted by Indiana law and published notice of such public hearing on the Lease in accordance with applicable Indiana law; and

WHEREAS, on this date said public hearing has been held, and all interested parties have been provided the opportunity to be heard at the hearing; and

WHEREAS, the Commission intends to pay rent to the Authority (the “Rental Payments”) pursuant to the terms of the Lease, at a rate not to exceed Four Hundred Twenty Thousand Dollars (\$420,000.00) per year, in semiannual installments, with a term no longer than twenty (20) years beginning on the date the Authority acquires an interest in the Leased Premises, and ending on the day prior to a date not later than twenty (20) years after such date of acquisition by the Authority; and

WHEREAS, the Commission seeks to authorize execution of the Lease and authorize the publication, in accordance with Indiana Code. 36-7-14-25.2 and Indiana 6-1.1-20-5, of a Notice of Execution and Approval of Lease and a Notice of Decision to Enter into a Lease;

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

SECTION 1. The Commission hereby finds and determines that (i) the terms of the Lease are based upon the value of the Leased Premises, that the Rental Payments to be paid by the Commission, pursuant to the terms of the Lease, at a rate not to exceed Four Hundred Twenty Thousand Dollars (\$420,000.00) per year, in semiannual installments, with a term no longer than twenty-two (22) years beginning on the date the Authority acquires an interest in the Leased Premises and ending on the day prior to a date not later than twenty-two (22) years after such date of acquisition by the Authority, are fair and reasonable, (ii) the use of the Leased Premises throughout the term of the Lease will serve the public purpose of the City and is in the best interests of its residents, and (iii) the execution and delivery of the Lease is needed.

SECTION 2. The President or Vice-President and the Secretary of this Commission are hereby authorized and directed, on behalf of the City, and subject to obtaining approval from the Common Council of the City (the “Common Council”), to execute and deliver the Lease in substantially the form presented at this public meeting with such changes in form or substance as the President or Vice-President of this Commission shall approve, such approval to be conclusively evidenced by the execution thereof; provided that the Rental Payments shall not exceed the amounts set forth in Section 1 hereof.

SECTION 3. The Secretary of the Commission is hereby directed to transmit to the Common Council a copy of this Resolution and the Lease and to request the Common Council to adopt a Resolution approving the Lease and its execution by the Commission and the Authority, prior to the execution of the Lease.

SECTION 4. The Commission hereby authorizes the publication and posting in three (3) public places of a notice of the decision of the Commission to enter into a lease in excess of Five Thousand Dollars (\$5,000) all in accordance with Indiana Code 5-3-1 and 6-1.1-20-5.

SECTION 5. The Commission hereby authorizes the publication, in accordance with Indiana Code 5-3-1 and 36-7-14-25.2, of the Notice of Execution and Approval of Lease, following execution of the lease by the Commission.

SECTION 6. The President, Vice-President and Secretary of this Commission, and each of them, is hereby authorized and directed to take all such further actions and to execute all such documents or instruments as are desirable to carry out the transactions contemplated by this

Resolution, in such forms as the President, Vice-President or Secretary executing the same shall deem proper, such desirability to be conclusively evidenced by the execution thereof.

SECTION 7. This Resolution shall be in full force and effect from and after its adoption by the Commission.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on November 22, 2021.

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

Troy Warner, Secretary



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: November 22, 2021
FROM: Kyle Silveus, Assistant City Engineer
SUBJECT: Western Ave. 10% Design

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

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

Purpose of Request:

The request would provide funding for 10% Design for Phase IV of the Western Avenue project. The current limits would extend from Walnut St. to Taylor St.

The project aims to continue the success of earlier phases and will consist of similar improvements focused on traffic calming, walkability, pedestrian safety, and overall beautification of the corridor.

INTERNAL USE ONLY: Project ID: PROJ _____ 121-009 _____;

Total Amount – New Project Budget Appropriation \$140,000;

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

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

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

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



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: November 22, 2021
FROM: Kyle Silveus, Assistant City Engineer
SUBJECT: Mishawaka Ave. 10% Design

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

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

Purpose of Request:

The request would provide funding for 10% Design for Mishawaka Ave., from the Eddy St. ramps to Emerson Dr. to support upcoming proposed streetscape improvements.

The overall project aims to calm traffic by road diet, beautify the corridor, support growth, and set up for future improvements to the roadway interaction between Mishawaka Ave./Sample/Eddy St./Northside Blvd.

INTERNAL USE ONLY: Project ID: PROJ _____ 121-072 _____ ;

Total Amount – New Project Budget Appropriation \$ _____ ;

Total Amount – Existing Project Budget Change (**increase** or decrease) \$44,000;

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

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

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

