



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, July 28, 2022 – 9:30 a.m.

<http://tiny.cc/RDC72822> or BPW Conference Room 13th Floor

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, July 14, 2022

3. Approval of Claims

- A. Claims Allowance Request 7.26.22

4. Old Business

5. New Business

A. River West Development Area

- 1. Waiver and Release (Blackthorn Office Park Lot 4a)
- 2. Real Estate Purchase Agreement (Cultivate Culinary School and Catering Inc)
- 3. First Amendment to Real Estate Purchase Agreement (2401 W Western Ave)

B. River East Development Area

- 1. Budget Request (Campeau Streetscape)
- 2. Budget Request (Western Streetscape Phase IV)

6. Progress Reports

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

7. Privilege of the Floor

*Each resident will have 3 minutes to speak. Before speaking, please provide your name and address for Commission records.

8. Next Commission Meeting:

Thursday, August 11, 2022, 9:30 am



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

**SOUTH BEND REDEVELOPMENT COMMISSION
 RE-SCHEDULED REGULAR MEETING**

July 14, 2022 – 9:30 am
<https://tinyurl.com/RDC71422> or BPW Conference Room, 13th Floor

Presiding: Marcia Jones, President

The meeting was called to order at 9:30 a.m.

1. ROLL CALL

Members Present:	Marcia Jones, President – IP Don Inks, Vice-President – IP Troy Warner, Secretary - IP Eli Wax – IP Vivian Sallie – IP	IP = In Person V = Virtual
Members Absent:	Leslie Wesley, Commissioner	
Legal Counsel:	Sandra Kennedy, Esq.- IP Danielle Campbell-Weiss, Esq. - V	
Redevelopment Staff:	Mary Brazinsky, Board Secretary - V Joseph Molnar, Property Manager - IP	
Others Present:	Caleb Bauer Andrew Netter Laura Althoff Charlotte Brach Lori K. Hamann Maricela Juarez Richard Harte Devoreaux & Ron WNDU Matt Barrett	DCI – IP DCI – V DCI – V Engineering – V Council/Resident - V Admin & Finance - V Resident - V Item 5A1 - V Media - IP Resident - IP

2. Approval of Minutes

- **Approval of Minutes of the Regular Meeting of Thursday, June 23, 2022**

Upon a motion by Vice President Inks, seconded by Commissioner Sallie, the motion carried with Troy Warner abstaining as he was not in attendance, the Commission approved the minutes from the regular meeting of Thursday, June 23, 2022.

3. Approval of Claims

- **Claims Submitted for June 7, June 21, June 28, and July 8, 2022**

Mr. Inks asked about four separate memos from Dan Parker with a GBL for tracking what are those for?

Ms. Althoff replied that the GBL are tracking numbers used in DFO. The memos have the total of the details and Ms. Althoff noted she has more details if requested.

Mr. Inks replied that answered his question.

Upon a motion by Vice-President Inks, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved the claims June 7, June 21, June 28 and July 8, 2022, submitted on Thursday, July 14, 2022.

4. Old Business

5. New Business

A. River West Development Area

1. **Real Estate Purchase Agreement (The Monreaux, LLC.)**

Mr. Bauer Presented a Real Estate Purchase Agreement (The Monreaux, LLC.). The agreement before the Commission is for parcels on south Michigan Street. The purchase agreement is contingent on the award of low-income housing tax credits as a part of the proposed development by Deveraux Peters. The development is for 60 housing units, 46 which would be income based and 14 at market rate. The development would include commercial space and some live workspace. This would be a four-story building. An application for tax credits was filed to IHEDA and the developer expects to hear back in November 2022. Commission approval is requested.

Deveraux Peters, developer states they have been working on this project for a few years. Ms. Peters went to the University of Notre Dame and wanted to give back to the community. Working with the city on this project, we wanted to create a catalyst of redevelopment for that area of downtown and push further development in the area and they felt they could do this by providing mixed

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income and a mixed-use building. They wanted to create a building that fit in the area and paid attention to design. They will include a fitness center, business center, parking deck and walking path for the tenants. They wanted to provide an entrepreneurial community with artists and things of nature while also giving it a commercial feel.

Mr. Bauer states the purchase price would be \$1,000. The average appraisal is \$176,000 and this will go to support the tax credit.

Commissioner Wax asked if a tax abatement would be applied for?

Mr. Bauer stated yes along with a development agreement.

Commissioner Wax asked what the development agreement would entail.

Mr. Bauer noted it would potentially entail a TIF contribution to support the project and that it might look to be in the range of \$1M to \$1.5M but is contingent on the tax credits.

Councilmember Wax asked what the total estimate of the project?

Mr. Bauer replied approximately \$17M but deferred to Devereaux Peters.

Ms. Peters stated just under \$17M.

Councilmember Wax stated the city would provide 5% to 10%.

Mr. Molnar states that the development agreement stipulates a minimum of \$16M in investment and the developer is above that number.

Secretary Warner asked how many developers applied for the tax credit?

Mr. Bauer states three applied in this category and there is one other development in a separate tax credit category that related to an integrated permanent supportive housing. Real America Diamond View project, Marquette School and this project.

Secretary Warner inquired about Real America and Marquette School 2nd attempt at the tax credits.

Mr. Bauer states that yes, those projects were waitlisted last year and that was the first time IHADA had ever had a waitlist because they contemplated if additional federal funding would be available then they would be able to fund the waitlisted projects.

Secretary Wax thanked Ms. Peters for her investment in the community and taking this step forward. We have a shortage of housing and I want to thank you for the work you have done so far and wish you the best of luck hoping there is success for the project.

Upon a motion by Secretary Warner, seconded by Commissioner Sallie, the motion carried unanimously, the Commission approved Real Estate Purchase Agreement (The Monreaux, LLC.) submitted on Thursday, July 14, 2022.

2. Assignment and Assumption (Bear Brew, LLC.)

Mr. Bauer Presented Assignment and Assumption (Bear Brew, LLC.) This item is related to Bare Hands brewing redevelopment at the former Gates automotive site. The first piece is an assignment and assumption agreement that would assign the existing development agreement from 410 West Wayne Street LLC to Bear Brew, LLC. The principle of Bear Brew, LLC is Chris Gerard but the change stems from Jim Priebe no longer a member of the LLC. Commission approval is requested.

Commissioner Wax asked what the date of default was?

Mr. Molnar stated March 31, 2022.

Commissioner Wax asked if the city has taken steps to give the notice of default.

Commissioner Wax asked without amending the agreement what is the status in default and is this still the belief of the city that this is the best option for the property.

Mr. Bauer states we believe that the project is according to the owner, imminently prepared to move forward and so we do believe if the development meets the timelines, it is the best use. If they are not met, we do plan on taking back the property.

President Jones asked if anyone else has been interested in the property?

Mr. Bauer states that yes there are other interested parties, but no formal meetings have taken place.

Secretary Warner asked what sparks the belief that progress is eminent, when he drives past the building the sign states coming soon in 2018. He understands the COVID period and understands change in ownership.

Mr. Bauer states the owner does have finances in place to move forward. In Mr. Bauer's opinion, we will know by September 1, 2022, if the developer intends to move forward on the project.

Commissioner Sallie stated since we can participate electronically, it would be nice, in the future, if the developer could join the meeting and notes that if would show commitment to the project.

Upon a motion by Commissioner Wax, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved Assignment and Assumption (Bear Brew, LLC.) submitted on Thursday, July 14, 2022.

3. **Sixth Amendment to Real Estate Purchase Agreement (Bear Brew, LLC.)**
Mr. Bauer Presented Sixth Amendment to Real Estate Purchase Agreement (Bear Brew, LLC.). This request updates the agreement and sets up a commencement date for construction to begin no later than September 1, 2022. It also adds a completed rough inspection deadline of February 1, 2023, with a project completion on September 1, 2023. There is no change to the minimum investment for the previously amended agreement of a minimum investment of \$455,828. Mr. Gerard had intended on being present but had a family illness. Commission approval is requested.

Upon a motion by Commissioner Wax, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved Sixth Amendment to Real Estate Purchase Agreement (Bear Brew, LLC.) submitted on Thursday, July 14, 2022.

B. Douglas Road Development Area

1. Budget Request (Douglas Road Development Area)

Ms. Althoff Presented a Budget Request (Douglas Road Development Area). This is a budget request in the amount of \$30,594.13 to repay the obligation for the sewer rehab capital account at this location and the replacement of the Douglas Road lift station. Once paid this is the final payment for the program. Commission approval is requested.

Upon a motion by Vice-President Inks, seconded by Secretary Warner, the motion carried unanimously, the Commission approved Budget Request (Douglas Road Development Area) submitted on Thursday, July 14, 2022.

6. Progress Reports

A. Tax Abatement

1. Mr. Bauer stated that Council approved and extension of the designation period on a personal property tax abatement for Toyo Seiko North America. They had some shipping costs that impacted the acquisition of new equipment. They still intended to make the purchase. This designation period has been extended for two years with the abatement. In addition, the Council approved a waiver of non-compliance on a real property tax abatement. They have met their investment commitments but had failed to file the appropriate forms with the St. Joseph County auditor's office.

B. Common Council

C. Other

1. Board Secretary Brazinsky gave an update per the last meeting request regarding public participation and moving of the meeting times from 9:30 a.m. It was noted from July 2019 to December 31, 2019, the meeting time was moved to 4:30 pm. to receive greater public participation and the

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Redevelopment Commission noted that they had less participation from the public during those six months. In June of 2012 to December 31, 2012, the meeting time was moved to 4:00 p.m. for better public participation and it was noted that there was less public participation.

2. Mr. Barrett, resident asked for an update on the various Matthews redevelopment agreement questions he had.

Ms. Kennedy stated we entered into an agreement with Mr. Matthews in 2016. This was co-dependent on the Regional Development Authority agreement. The two are directly linked by the terms. Since RDA extended their agreement, we are obligated to extend our deadline to December 31, 2022.

Mr. Barrett states that the agreement is 13 months in breach. The city took no action on a breach.

Ms. Kennedy states that we are obliged to follow the agreement and terms of the RDA. The city feels it is in the best interest of our residents to have a grocery store in that location than it is to fight with Mr. Matthews over it. We will work with Mr. Matthews to make sure that this happens as there is somewhat of a food desert in the area. The city and council have authorized giving Mr. Matthews a certain dollar amount to help this to happen.

Ms. Kennedy answered another of Mr. Barrett's questions regarding Mr. Matthews overdue water bill. In 2020/2021 there was a moratorium on water shutoffs. A lot of people were not paying their water bill. They also were not having the water shut off. There is an outstanding bill with Mr. Matthews that is a fraction of the \$250k that Mr. Barrett stated. Water shutoffs have recommenced as of June/July of this year. If he has an outstanding water bill, the process of water shutoffs will be followed up by the water works department.

Mr. Barrett states that also breaches the agreement.

Ms. Kennedy states it does not because it is a utility, which is a separate section of the city. He has to abide by all laws in the contract and the Redevelopment Commission does not control the utilities.

Mr. Barrett states that the developer agrees to pay all costs.

Ms. Kennedy states that is all cost of construction.

Ms. Kennedy replied to Mr. Barrett's question regarding the Niles and Jefferson parking lot. This item is being addressed by the zoning department. That department will review this and look into fining Mr. Matthews on a weekly basis, as permitted. When it gets to a certain amount, it will go through the court system.

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Mr. Barrett asked what is the amount?

Mr. Bauer answered that his two violations for the site are at approximately \$40k.

Mr. Barrett asked about the removal of the paved parking lot on the site at the time of the Redevelopment agreement. He stated that there was a paved parking lot over a substantial portion of the corner lot which had been removed during construction. There was a notice of default sent in September.

Ms. Kennedy responded that the agreement has expired. The city had not acted on that for ten years and we do not feel we are in a strong legal position to act on it after a ten-year period. We are working with Mr. Matthews through other avenues.

Mr. Barrett asked about Sycamore.

Ms. Kennedy replied that is part of the Regional Development Authority agreement. Mr. Matthews is obligated to finish that by December 31, 2022.

Mr. Barrett states that he understands that the RDA stated it was not necessary for him to complete that as it was part of the amendment. So, since the Redevelopment agreement with the city on 228 Sycamore he purchased the property for approximately \$8,000 that was appraised at \$33,000. That agreement has never been commended by the Redevelopment Commission.

Ms. Kennedy stated that she was not aware of the agreement and her guess is that it is over ten years old and was not acted upon. We can only speak to what we would do now, and I don't think this board/Commission and staff would stand for this. Ms. Kennedy states that Mr. Barrett was present in a previous meeting with the list of agreements Mr. Molnar will be acting on that are out of compliance such as the Bare Hands agreement. This is the sort of action we intend to take with future developers. As far as the last 10 to 20 years, I am sorry.

Mr. Barrett states that he noticed that the press is in attendance, and it seems the only remedy is to take Mr. Matthews story public on default of his three agreements.

Mr. Bauer states there are remedies to the 300 E LaSalle agreement is in place and we expect compliance with the new deadline set by the RDA. In addition, zoning violations are being levied weekly.

Mr. Barrett wants to know how an agreement on the corner of Niles and Jefferson, where a parking lot that was paved is now removed and the property that was listed for redevelopment in 2019 within the 10-year development agreement.

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Mr. Bauer responded that he believes that there could have been enforcement on that agreement in the past, but it lacked enforcement over the past few years. With the advice received from legal counsel, it would not be wise to use taxpayer dollars to pursue litigation in this case.

Mr. Barrett asked is there any reporting from the written contract in the 2016 agreement?

Mr. Bauer states that it is a past failure of the staff in submitting a semi-annual report in line with development agreements. Going forward, Mr. Molnar will be present a semi-annual report for review with the expectations moving forward.

Mr. Barrett asked if an invitation was extended to Mr. Matthews to speak to the Redevelopment Commission?

Mr. Bauer notes that an invitation was extended but Mr. Matthews has not provided a date of appearance.

The meeting was adjourned with no further questions.

7. Next Commission Meeting:

Thursday, July 28, 2022

8. Adjournment

Thursday, July 14, 2022, 10:07 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, July 26, 2022

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-0039886	\$2,536,500.00
GBLN-0040480	\$18,261.85
GBLN-0040747	\$12,525.00
Total:	<u>\$2,567,286.85</u>

 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:

\$ 2,567,286.85

By: _____
 South Bend Redevelopment Commission
 Name:

Date:

Name:

Name:

Name:

Name:

Name:

Expenditure approval

2022-07-14 Debt Service Wire Payments - RDC

GBLN-0039886

Payment method: Wire-Singl
Voucher: RDCP-00008215
Payment date: 7/14/2022
Payment reference: DS0039

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	20239	2012 Bldg Corp Refunding Bonds - Transfer to Fund 755	7/15/2022	\$781,500.00	324-10-102-121-452000-DS0039-	

Payment method: Wire-Singl
Voucher: RDCP-00008216
Payment date: 7/14/2022
Payment reference: DS0135

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	10312	2015 Smart Streets Bonds - Transfer to Fund 756	7/15/2022	\$857,000.00	324-10-102-121-452000-DS0135-	

Payment method: Wire-Singl
Voucher: RDCP-00008217
Payment date: 7/14/2022
Payment reference: DS0200

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	24131	2019 South Shore Bonds Lease Rental Payment - Transfer to Fund 352	7/15/2022	\$516,500.00	324-10-102-121-452000-DS0200-	

Payment method: Wire-Singl
Voucher: RDCP-00008218
Payment date: 7/14/2022
Payment reference: DS0221

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	23131	2022 Morris Performing Arts Center Revenue Bonds - Transfer to Fund 752	7/15/2022	\$190,500.00	433-10-102-121-452000-DS0221-	

Payment method: Wire-Singl
Voucher: RDCP-00008219
Payment date: 7/14/2022
Payment reference: DS0222

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001743	US BANK	23040	2022 Economic Develop Revenue Bonds (Zoo Project) - Transfer to Fund 755	7/15/2022	\$191,000.00	433-10-102-121-452000- DS0222-	

Expenditure approval

RDC Payments-7.19.2022 Pymt Run

GBLN-0040480

Payment method: ACH-Total
Voucher: RDCP-00008415
Payment date: 7/19/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000019	ABONMARCHE CONSULTANTS OF IN	141264	Design Services	7/29/2022	\$3,600.00	429-10-102-121-431002-- PROJ00000167	PO-0005886

Payment method: CHK-Total
Voucher: RDCP-00008416
Payment date: 7/19/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00001471	SELGE CONSTRUCTIO N CO INC	APP #2	Studebaker Fountain Water Improvements	7/25/2022	\$14,661.85	452-11-206-289-444000-- PROJ00000250	PO-0015537

Expenditure approval

RDC Payments-7/26/22 Pymt Run

GBLN-0040747

Payment method: CHK-Total
Voucher: RDCP-00008815
Payment date: 7/26/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00000618	FORUM ARCHITECTS LLC	2211003	Miami Hills TIF PSA	7/30/2022	\$2,625.00	430-10-102-121-443001-- PROJ00000327	PO-0015610

Payment method: ACH-Total
Voucher: RDCP-00008816
Payment date: 7/26/2022

Vendor #	Name	Invoice #	Line description	Due date	Invoice amount	Financial dimensions	Purchase order
V-00005109	Electric Housing LLC	1048	Training / Small Business Dev Pokagon	7/30/2022	\$9,900.00	433-10-102-123-439300--	PO-0011034



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 7/25/22
FROM: Joseph Molnar
SUBJECT: Waiver and Release of Contract

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Waiver and Release of conditions under contract for sale of land

Specifics: On April 24th 2002, the RDC and Crescent Michiana Properties, LLC entered into a purchase agreement for a lot in the Blackthorn Office Park. The purchase price was \$162,400 with certain conditions of constructing both a parking lot and office building on the site. Neither the office building nor the parking lot have been constructed.

Crescent Michiana Properties, LLC now desires to convey the property to a new developer. To facilitate the transfer of property, Staff recommends that the RDC release and waive the conditions, as well as prohibitions against assignment and transfer. The Developer paid fair market value at the time for the property and more than the current assessed value for the property. Staff does not feel it is in the best interests of the City to attempt to reacquire the property.

INTERNAL USE ONLY: Project Code: _____;

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

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

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

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ Going to BPW for Contracting? Y/N

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

CROSS REFERENCE: Document No. 0242167

**WAIVER AND RELEASE OF CONDITIONS AND RESTRICTIONS
UNDER CONTRACT FOR SALE OF LAND FOR PRIVATE
DEVELOPMENT**

This Waiver and Release of Conditions and Restrictions Under Contract for Sale of Land for Private Development (this “Waiver and Release”) is made the 28th day of July 2022 (the “Effective Date”), by the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”).

RECITALS

- A. The Commission conveyed certain real property, commonly known as Lot 4a Blackthorn Corporate Office Park Minor Sub, South Bend, Indiana, and more particularly described in the attached Exhibit A (the “Property”) to Crescent Michiana Properties, LLC (the “Grantee”) by a Quit Claim Deed, dated June 7, 2002, and recorded on August 7, 2002 as Document No. 0242167 in the Office of the Recorder of St. Joseph County, Indiana (the “Deed”), pursuant to that certain Contract for Sale of Land for Private Development, dated May 3, 2002, by and between the Commission and the Grantee (the “Purchase Agreement”).
- B. The Deed and the Purchase Agreement contain certain conditions subsequent that the Grantee was expected to perform relative to the Property (the “Conditions”).
- C. Grantee has entered into an agreement to convey the Property to a new developer and, in order to facilitate Grantee’s anticipated conveyance of the Property, the Commission has agreed to release and waive the Conditions, as well as prohibitions against assignment and transfer.

NOW, THEREFORE, in consideration of the above Recitals, the Commission states as follows:

1. Recitals. The above Recitals are incorporated into and made a part of this Waiver and Release.

2. Waiver and Release. The Commission hereby waives and forever releases the Grantee's performance of the Conditions set forth in the Deed and Purchase Agreement related to the Property. Specifically, the conditions subsequent and related terms, including the prohibitions against assignment and transfer, set forth in Section 8 of the Purchase Agreement and the fourth paragraph of the Deed (relating to Section 8 of the Purchase Agreement) will have no further force or effect.

3. Recordation. Promptly following the execution of this instrument by the Commission, it shall be recorded in the Office of the Recorder of St. Joseph County, Indiana.

IN WITNESS WHEREOF, the Commission hereby executes this Waiver and Release as of the Effective Date.

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____
 Marcia I. Jones, President

Attest: _____
 Troy Warner, Secretary

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

Before me, the undersigned Notary Public in and for said County and State, this 28th day of July 2022, personally appeared Marcia I. Jones and Troy Warner, known to me as the President and Secretary, respectively, of the South Bend Redevelopment Commission, the governing body of the City of South Bend, Indiana, Department of Redevelopment, and acknowledged the execution of the foregoing Waiver and Release, being authorized so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

 Mary C. Brazinsky, Notary Public
 Residing in St. Joseph County, Indiana
 My Commission Expires December 12, 2024

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. Danielle Campbell Weiss.

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

EXHIBIT A

Description of Property

Tax ID No. 025-1018-062206

Parcel Key No. 71-03-20-300-001.000-009

Legal Description: LOT 4A Blackthorn Corporate Office Park Minor Sub # 7 1ST REPLAT
RP4410 08-05-08 09/10



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 7/22/22
FROM: Joseph Molnar
SUBJECT: 1503-1505 Prairie

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Sale of vacant lots at 1503-1505 Prairie for redevelopment.

Specifics: Cultivate Culinary School, a local nonprofit which provides meals to end the cycle of hunger in our local community, wishes to expand their cold storage facilities and offices. They are currently adjacent to RDC owned property at 1503-1505 Prairie.

Staff was approached by Cultivate with interest to purchase the property for their expansion. Staff has negotiated a sale price of \$1,000 with the following commitments:

- Within 60 months investment of \$3 million on improvements to the site
- Improvements will contain a cold storage food facility containing at least 12,000 square feet
- Construction will commence within 36 months and finish within 60 months
- Cultivate will employ a minimum of 12 full-time employees
- City Planning can request revisions made to the design of the facility
- If commitments are not met, the City can retake possession of the property or request a payment in an amount equal to the average appraisal value

INTERNAL USE ONLY: Project Code: _____;

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

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

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

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ Going to BPW for Contracting? Y/N

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

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made on _____ (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 Cultivate Culinary School and Catering, Inc. an Indiana nonprofit corporation with its registered office at 1403 Prairie Ave., South Bend IN 46613 ("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. 3195 on January 16, 2014, whereby Seller established an offering price of Sixty-Three Thousand Five Hundred Dollars (\$63,500.00) for the Property.

D. Pursuant to the Act, on January 16, 2014, Seller authorized the publication, on January 24, 2014, and January 31, 2014, respectively, of a notice of its intent to sell the Property and its desire to receive bids for said Property on or before February 13, 2014, at 9:00A.M.

E. As of February 13, 2014, at 9:00A.M., 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. RECITALS

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

2. 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: Caleb Bauer
Acting 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: Cultivate Culinary School and Catering, Inc.
Attn. Jim Conklin Executive Director
1403 Prairie Ave.
South Bend, Indiana 46619

WITH COPY TO: _____

3. PURCHASE PRICE AND EARNEST MONEY DEPOSIT

A. Purchase Price. The purchase price for the Property shall be One Thousand Dollars (\$1,000.00) (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. Within five (5) business days after the Contract Date, Buyer will deliver to Seller the sum of One Hundred Dollars (\$100.00), which Seller will hold as an earnest money deposit (the "Earnest Money Deposit"). Seller will be responsible for disposing of the Earnest Money Deposit in accordance with the terms of this Agreement. The Earnest Money Deposit shall be credited against the Purchase Price at the Closing or, if no Closing occurs, refunded or forfeited as provided below.

C. Termination During Due Diligence Period. If Buyer exercises its right to terminate this Agreement by written notice to Seller in accordance with Section 4 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 4 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.

4. 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 develop the Property into a cold storage food facility and other office spaces (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 ninety (90) days following the Contract Date to complete its examination of the Property in accordance with this Section 4 (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 4.

E. Fair Market Value Appraisal. Buyer will, at Buyer's sole expense, obtain two desktop appraisals as to the property's fair market value as of the date this agreement is executed.

F. 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.

5. SELLER'S DOCUMENTS

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.

6. 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 8 below).

7. TITLE COMMITMENT AND POLICY REQUIREMENTS

Buyer shall obtain the Title Commitment for an owner's policy of title insurance issued by a title company selected by Buyer and reasonably acceptable to Seller (the "Title Company") 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.

8. 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.

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 2 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 thirty (30) 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 7 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 Three Million Dollars (\$3,000,000.00) on improvements to 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) Commence construction of the project within 36 months of the Closing Date;
- (ii) Complete construction of the project within 60 months of the Closing Date;
- (iii) Develop a cold storage food facility and associated uses related to the functioning of the facility containing at least 12,000 square feet;
- (iv) Employ a minimum total of 12 full-time employees in the Organization.
- (v) In its development of the Property, Buyer shall comply with all applicable federal, state, and local laws, including, but not limited to, the applicable requirements of the City of South Bend Zoning Ordinance, including variances as necessary.
- (vi) Provide the design, plans, and specifications for Property Improvements consistent with City standards for the review and comment by the City's Planning Director or his designee, who, in his sole discretion, may request revisions or amendments to be made to the same. Acceptance of the design and plans by the Planning Director or his designee prior to construction shall be a prerequisite for the issuance of a Certificate of Completion.

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, as well as compliance with Section 11.B. 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 to comply with Section 11.B., above, 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:

(i) recover from Buyer a cash payment in an amount equal to the average appraised value of the Property, as determined by the desktop appraisals Buyer obtained under Section 4E ; or alternatively, (ii) 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 commits to working with the Buyer to finalize plans, designs, and specifications for Property Improvements to the satisfaction of the City departments, consistent with City standards.

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

13. 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. Buyer currently has a 95% exemption on the real and personal property located in St. Joseph County, Indiana. This exemption shall be extended to the real estate and personal property purchased under this agreement. 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.

14. REMEDIES

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

respective rights and remedies concerning this Agreement and the Property are cumulative.

15. 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.

16. INDEMNITY

The Parties agree to indemnify, save harmless, and defend each other from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense and settlement), which either party may subsequently incur, become responsible for, or pay out as a result of a breach by the other party.

17. INTERPRETATION; APPLICABLE LAW

As both Parties have 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.]

EXHIBIT A

Description of Property

Tax ID No. 018-8052-2114

Parcel Key No. 71-08-14-179-002.000-026

Legal Description: Lot 1 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

Tax ID No. 018-8052-211401

Parcel Key No. 71-08-14-179-004.000-026

Legal Description: Lot 2 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

EXHIBIT B

Form of Special Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NO. 018-8052-2114

018-8052-211401

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 Cultivate Culinary School and Catering, Inc. an Indiana nonprofit corporation with its registered office at 1403 Prairie Ave., South Bend, IN 46613 (the "Grantee"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the "Property"):

Tax ID No. 018-8052-2114

Parcel Key No. 71-08-14-179-002.000-026

Legal Description: Lot 1 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

Tax ID No. 018-8052-211401

Parcel Key No. 71-08-14-179-004.000-026

Legal Description: Lot 2 Prairie Ave Minor Sub #5997 7-16-04 NP5997 7-16-04

Commonly known as: 1503 Prairie Ave., South Bend, IN 46613

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 West Development Area 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 revert 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 _____, 2022.

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. Danielle Campbell Weiss.

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



CITY OF SOUTH BEND

REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 7/25/22
FROM: Joseph Molnar
SUBJECT: 1st Amendment 2401 W Western

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: First Amendment to 2401 W Western Purchase Agreement

Specifics: In July 2021, the RDC approved a purchase agreement with Panaderia Y Supermercado for the sale of 2401 W Western for \$1,000 with the following terms: building a grocery store of at least 10,000 square feet, building at least two additional tenant spaces, commencing construction within 12 months, completing construction within 36 months, employing at least 25 employees, and using design elements consistent with the City's 2014 West Side Main Streets Plan.

The developer has consistently worked with the City over the past year to refine the design for the grocery store and tenant spaces. Staff is requesting an amendment to the agreement to change the commencement of construction to be within 24 months of the original agreement. The developer has indicated construction will commence this fall and be completed within the originally outlined 36-month window. No other changes to the agreement are requested.

INTERNAL USE ONLY: Project Code: _____;

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

Costs: Engineering Amt: _____; Other Prof Serv Amt _____;

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

Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____

_____ . Going to BPW for Contracting? Y/N

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

1st AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This First Amendment to Real Estate Purchase Agreement (“First Amendment”) is made effective as of July 28, 2022 (the “Effective Date”), by the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Seller”) and Panaderia y Supermercado San Miguel, Inc., an Indiana corporation with its registered office at 2712 W. Western Ave., South Bend, IN 46619 (“Buyer” and collectively with the Seller, the “Parties”). Each of the Parties may be referred to in this Amendment as a “Party.”

Recitals

- A. The Parties entered into a Real Estate Purchase Agreement, dated July 8, 2021 (the “REPA”), in which the Seller agreed to sell and the Buyer agreed to purchase and develop certain real property located at 2401 W. Western Ave., South Bend, Indiana (the “Property”).
- B. The Parties desire to modify certain portions of the REPA.

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

1. Section 11.B.i of the REPA entitled shall be deleted in its entirety and replaced with the following:

- (i) Commence construction of the project within 24 months of the Closing Date;

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

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

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth after their signatures.

BUYER:

Panaderia Y Supermercado San Miguel, Inc.,
an Indiana corporation

By: Erika Rodriguez

Printed: ERIKA RODRIGUEZ

Its: TREASURER

Dated: 7/22/22

SELLER:

South Bend Redevelopment Commission

By: _____
Marcia I. Jones, President

ATTEST:

Troy Warner, Secretary

Date: July 28, 2022



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: July 28, 2022

FROM: Kara Boyles/Charlotte Brach

SUBJECT: Campeau Street Budget Request

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

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

Purpose of Request:

This is a budget request for \$2.1 million to complete the design and construction of the Campeau Street streetscape. This project will implement the City's Complete Streets policy on Campeau Street between SR23 and Notre Dame Avenue and to improve pedestrian and bicycle facilities. The project will include a shared use path, parking bumpouts, and a raised intersection at Campeau and Notre Dame Avenue. This project will also include work on Frances Street north of Campeau to connect into the work completed last summer at Corby and South Bend Ave.

INTERNAL USE ONLY: Project ID: **PROJ00000248** _____ ;

Total Amount – New Project Budget Appropriation \$1,329,730;

Total Amount – Existing Project Budget Change (increase or decrease) \$1,200,000;

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 \$ _____



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 7/26/2022
FROM: Leslie Biek, PE, Assistant City Engineer
SUBJECT: Western Ph IV Prelim Design Supplement #1

_____ Pres/V-Pres

ATTEST: _____ Secretary

Date: _____

APPROVED Not Approved

SOUTH BEND REDEVELOPMENT COMMISSION

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

PURPOSE OF REQUEST: Supplement #1 for the Preliminary 10% Design of Western Streetscape Phase IV with HWC Engineering

Specifics: Additional funds requested for the locates of private locates using a private locator for the preliminary design of Western Streetscape Ph IV for an addition of \$1,300 to the contract price. This brings the revised contract price to \$141,065.

INTERNAL USE ONLY: Project Code: _____;
Total Amount new/change (**inc**/dec) in budget: \$1,300 ; Break down:
Costs: Engineering Amt: _____; Other Prof Serv Amt _____;
Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;
Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____
_____ . Going to BPW for Contracting? Y/N
Is this item ready to encumber now? ____ Existing PO# _____ Inc/Dec \$ _____



May 7, 2022

City of South Bend
Department of Public Works
Mr. Eric Horvath, Executive Director
227 West Jefferson Blvd.
Suite 1300 N
South Bend, IN 46601

Re: Geotechnical Investigation Utility Locates
Western Avenue Streetscape
Supplemental No. 1 for Private Utility Locates

Dear Mr. Horvath,

During the geotechnical investigation, insufficient utility location information was obtained through conventional methods. There were numerous underground utilities near the proposed boring locations that were unable to be accurately located/marked by the City. As such, we needed to contract a private locator to assist with advancing the borings to limit the risk of drilling into an underground utility for both our safety and for the convenience and safety of the residents and businesses affected by those utilities. The use of private locates was not anticipated and therefore not included in our original fee proposal.

HWC is requesting reimbursement for the private locator fees in the amount of \$1,300.00.

If you have any questions or would like to discuss this further, please feel free to contact me.

Sincerely,

Joshua P. Grabijas, PE
Project Manager