



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: August 10, 2017
FROM: David Relos, Economic Resources *DR*
SUBJECT: Second Amendment to Temporary Use and Management Agreement
(DTSB)

This Second Amendment with DTSB is to update the list of parking lots they manage and add the Board of Public Works, who will be paying DTSB a monthly management fee for their services (parking enforcement, maintenance of landscaping, cleaning, safety patrols, signage, and snow and ice removal, etc.).

Staff requests approval of the Second Amendment to Temporary Use and Management Agreement with DTSB.

INTERNAL USE ONLY: Project Code: N/A
Total Amount new in budget: N/A ; broken down by:
Acct # N/A
Going to BPW for Contracting? No Is this item ready to encumber now? N/A
Existing PO# Inc/Dec \$



SECOND AMENDMENT TO TEMPORARY USE AND MANAGEMENT AGREEMENT

This Second Amendment To Temporary Use And Management Agreement (this “Second Amendment”) is made and entered into as of August 10, 2017 (the “Effective Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (“Owner”), the City of South Bend Board of Public Works (the “Board”), and Downtown South Bend, Inc., an Indiana non-profit corporation with offices at 217 South Michigan Street, South Bend, Indiana 46601 (“DTSB”).

RECITALS

A. Owner and DTSB entered into that certain Temporary Use And Management Agreement dated April 30, 2015, as amended by the First Amendment To Temporary Use And Management Agreement dated April 27, 2017 (collectively, the “Agreement”), regarding DTSB’s use and management of certain Premises located in the City of South Bend (the “City”).

B. Since the commencement of the Agreement, certain Premises have ceased to require DTSB’s services under the Agreement, and certain other surface parking lots now require DTSB’s services under the Agreement.

C. The parties wish to add the Board as a party to the Agreement, update the list of Premises subject to the Agreement, and to provide for additional compensation to DTSB for its services under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Agreement and this Second Amendment, and in accordance with Section 3 of the Agreement, the parties agree as follows:

1. The parties hereby agree that the City of South Bend Board of Public Works is added as a party to the Agreement as of the Effective Date of this Second Amendment.

2. The list of Premises set forth in Exhibit A to the Agreement is deleted in its entirety and replaced by the following:

Lot # Location

- | | |
|---|---|
| 1 | Parking lot located at the intersection of Main St. and Jefferson Blvd. (Parcel Key No. 018-3007-0231) [Owned by South Bend Redevelopment Commission] |
| 2 | Parking lot located at the St. Joseph County Public Library (Parcel Key Nos. 018-3008-027802, 018-3008-0279, 018-3008-0280, 018-3008-0281, 018-3008-0282, and 018-3008-028301) [Owned by South Bend Redevelopment Commission] |
| 3 | Parking lot located at 313 S. Lafayette Blvd. (Parcel Key Nos. 018-3009-0305 and 018-3009-0306) [Owned by Redevelopment Commission] |

- 4 Parking lot located at 117 S. Lafayette Blvd. (Parcel Key No. 018-3009-0289) [Owned by South Bend Board of Public Works]
- 5 Parking lot located at 214-216 W. Wayne St. (Parcel Key No. 018-3008-0251) [Leased by Mary Coyne Investments, LLC to City of South Bend]

3. Immediately following Section 7(b) of the Agreement, the following new subsection (c) is inserted:

(c) In addition to the Management Fee, DTSB will be entitled to a service fee in the amount of Three Hundred Dollars (\$300.00) per month for rendering services to the Owner and the Board in accordance with the terms of this Agreement (the "Service Fee"). The Service Fee will be payable by the Board to DTSB within a reasonable time after receipt of an invoice from DTSB.

4. Capitalized terms used but not otherwise defined in this Second Amendment will have the meanings set forth in the Agreement.

5. All terms and conditions of the Agreement will remain in full force and effect unless expressly modified by this Second Amendment.

6. This Second Amendment may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective as of the Effective Date stated above.

CITY OF SOUTH BEND, INDIANA,
DEPARTMENT OF REDEVELOPMENT,
BY AND THROUGH THE SOUTH BEND
REDEVELOPMENT COMMISSION

DOWNTOWN SOUTH BEND, INC.,
an Indiana non-profit corporation

Marcia I. Jones, President

By: _____
Printed: _____
Title: _____
Date: _____

ATTEST:

Donald E. Inks, Secretary

CITY OF SOUTH BEND
BOARD OF PUBLIC WORKS

Gary Gilot, President

Therese Dorau, Member

Suzanna Fritzberg, Member

Elizabeth Maradik, Member

James Mueller, Member

ATTEST:

Linda Martin, Clerk

4000.0000049 37852496.002