

## INTER-OFFICE MEMORANDUM

### DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING

**TO:** Theresa Heffner, Clerk  
Board of Public Works

**FROM:** Patrick Sherman

**SUBJECT:** Housing Authority of South Bend: Temporary Use Agreement

**DATE:** 08/22/2024

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Greetings,

Through additional conversations concerning the use agreement with the HASB, the HASB has asked for financial consideration for the use of their property for Four Winds project staging. The City has agreed to this financial consideration with the assistance of DCI. This amendment will reflect that change with the agreement as well as a provision for us to move the staging in the event that they are able to move forward with future plans to develop the space prior to the completion of the Four Winds project.

Please let me know if you have any questions. Thank you.

Patrick Sherman

FIRST AMENDMENT TO THE CITY OF SOUTH BEND, INDIANA  
AUTHORIZATION FOR ENTRY UPON AND THE TEMPORARY USE OF  
PUBLIC PROPERTY LOCATED AT 628 WEST WESTERN AVENUE

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THIS FIRST AMENDMENT is made effective the 27th. day of August, 2024, by the City of South Bend, by and through its Board of Public Works ("BPW") and the Housing Authority of South Bend, an Indiana non-profit organization ("HASB").

RECITALS

WHEREAS, in accordance with IC 36-9-6 *et. al*, BPW is the authorized contracting agent of the City of South Bend; and

WHEREAS, the City and HASB entered into a certain agreement dated August 13, 2024 ("Agreement") which granted access to the City for the use of certain HASB owned property located at 628 West Western Avenue, South Bend, Indiana 46601 ("Property"); and

WHEREAS, this First Amendment is entered into to modify certain terms and conditions expressed in the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and HASB hereby agree as follows:

1. Section 8 is hereby added to the Agreement and reads as follows: In further consideration of the temporary authorization for access to the Property, the City shall make a one time payment to HASB in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00).

2. Section 4 of the Agreement is hereby deleted and replaced by the following: The rights granted under this Agreement shall terminate upon the earlier of (i) March 26, 2026, by which the Activity will have ceased on the Property, (ii) delivery of written notice from BPW to HASB, or (iii) delivery of written notice from HASB to BPW stating that the City has thirty (30) days to remove all staging equipment from the Property.

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

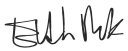
4. Unless expressly modified by this First Amendment, the terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first written above.

**HOUSING AUTHORITY OF  
SOUTH BEND**

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CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS



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Attest: Theresa M. Heffner, Clerk

Date: August 27, 2024

