

PARKING LICENSE AGREEMENT (Public Short-Term Use – City Hall)

This Parking License Agreement (“Agreement”) is made as of the Effective Date by and between KEY S.B., LLC, a Michigan limited liability company (“Licensor”), 750 Trade Centre Way, Suite 100, Portage, MI 49002, and the CITY OF SOUTH BEND, acting through its Board of Public Works (“Licensee”), 227 West Jefferson Blvd., South Bend, IN 46601.

1. Basic Provisions.

- a. *Effective Date:* October 1, 2025.
- b. *Parking Facility Operator:* The Hinman Company, 750 Trade Centre Way, Suite 100, Portage, MI 49002, Attn: Key Bank Property Manager. All notices to Licensor shall be sent c/o the Parking Facility Operator.
- c. *Number/Type of Spaces:* Two (2) public short-term parking spaces, including one (1) ADA-accessible space (collectively, the “Designated Spaces”).
- d. *Parking Facility:* Surface lot serving 202 South Michigan Avenue, South Bend, Indiana (the “Parking Facility”).
- e. *Parking Fee:* \$95.00 per month per Designated Space (subject to adjustment per Section 4). Payable to KEY S.B., LLC and remitted to the Parking Facility Operator’s address above.

2. **Grant of License; Nature of Use.** Licensor grants Licensee a revocable, nontransferable license to designate and manage the public short-term use of the Designated Spaces for visitors to the adjacent City Hall (e.g., handicapped patrons and individuals paying utility bills or similar quick in-and-out transactions). The City’s right is exclusive as to designation and signage of the two spaces, but non-exclusive as to end users (the general public uses the spaces). This Agreement conveys no leasehold, easement, or bailment interest.

3. **Term; Termination.** This Agreement begins on the Effective Date and continues month-to-month. Either party may terminate for any reason upon thirty (30) days’ prior written notice. Licensor may also temporarily suspend use of the Designated Spaces (or relocate them within the Parking Facility) on reasonable notice for repairs, maintenance, safety, events, or other operational needs; Parking Fees abate day-for-day during any full unavailability with no other remedy.

4. **Fees; Changes; Payment.** Licensee shall pay the monthly Parking Fee within thirty (30) days of receipt of an invoice from Licensor. Licensor may increase or decrease the Parking Fee by no more than five percent (5%) one (1) time per calendar year on not less than thirty (30) days’ written notice.

5. INTENTIONALLY LEFT BLANK

6. City Responsibilities (Management of Public Use).

- a. *Signage & Striping.* At City’s cost, City will install, maintain, and, upon termination, remove: (i) standard short-term parking signage for both Designated Spaces, and (ii) all ADA signage/markings required for one ADA-accessible stall and its access aisle, all in compliance with ADA/2010 Standards and local code.
- b. *Time Limits & Enforcement.* City will set and manage reasonable time limits (e.g., 15–30 minutes, weekdays during City Hall business hours) and conduct monitoring/enforcement consistent with law.
- c. *No Meters/Devices Without Consent.* City shall not install meters, kiosks, bollards, cameras, or similar devices without Licensor’s prior written consent (not to be unreasonably withheld).
- d. *Restoration.* At termination, City will restore affected areas (e.g., remove posts, patch asphalt/concrete, re-stripe) to Licensor’s reasonable satisfaction.
- e. *Costs.* All City measures under this Section 6 are at City’s sole cost and risk.

7. **Licensor Operations.** Licensor will maintain the Parking Facility in substantially the same manner as for its general users (e.g., pavement, lighting, snow/ice control) but has no duty to provide attendants or special services for the Designated Spaces. Licensor may change traffic patterns, repaint, repair, or reconfigure the lot in its discretion, provided two functionally comparable spaces (including one ADA) remain designated or are reasonably relocated.

8. **Use Rules.** The Designated Spaces are for short-term passenger vehicles only (no trailers, oversized, or stored/abandoned vehicles). Users must comply with posted rules and lawful instructions. Parking on ramps, drive aisles, or “no parking” areas is prohibited; violators may be towed in accordance with law. No overnight parking is permitted (defined as any parking between 11:00 p.m. and 6:00 a.m.) without Licensor’s prior written consent. The City shall set and post a [15/30]-minute maximum during posted hours and shall monitor/enforce compliance.

9. **Casualty/Condemnation.** If casualty or condemnation renders the Designated Spaces (or Parking Facility) unavailable, this Agreement terminates automatically as to the affected area; fees are equitably abated through the date of loss and the City will remove its signage and restore per Section 5(d).

10. **Risk Allocation; Waivers; Insurance.**

a. *Public Use at Risk.* Vehicles/property in the Parking Facility are at owner's risk. To the maximum extent permitted by Indiana law, City waives and releases claims against Licensor and the Parking Facility Operator (and their affiliates, members, officers, agents, and employees) for property damage or loss arising from use of the Designated Spaces/Parking Facility, except to the extent caused by Licensor's gross negligence or willful misconduct.

b. *Indemnity.* To the maximum extent permitted by Indiana law, City shall defend, indemnify, and hold harmless Licensor and the Parking Facility Operator (and their affiliates, members, officers, agents, and employees) from third-party claims arising out of (i) City's designation/management/signage/enforcement, (ii) City's breach of this Agreement, or (iii) injuries/damages occurring in or about the Designated Spaces to the extent not caused by Licensor's gross negligence or willful misconduct.

c. *Insurance.* The City of South Bend maintains blanket insurance coverage over real and personal property and is covered by a non-reverting insurance premium and liability reserve fund created by the City of South Bend, Ordinance #6657-79, pursuant to Indiana Code 34-13-3-4, as amended from time to time.

d. *No Limitation of Immunities.* Nothing herein waives City's non-assignable statutory immunities or budget/appropriation constraints; however, City confirms it has authority to enter this Agreement and to carry the required insurance (self-insurance/similar programs acceptable if they provide equivalent protection).

11. **Remedies; Abatement.** Licensee's sole remedy for temporary unavailability is fee abatement per Sections 3 and 8. Licensor may revoke the license or tow vehicles only as allowed by applicable law and posted rules.

12. **Default.** If City fails to pay or breaches this Agreement and does not cure within ten (10) days after written notice (or immediately for persistent safety violations), Licensor may suspend, relocate, or terminate the license and exercise any remedies at law or in equity.

13. **Notices.** Notices must be in writing and delivered by hand, nationally recognized overnight courier, or certified mail, return receipt requested, to the addresses first written above (or as later changed by notice).

14. **Governing Law; Venue; Jury Waiver.** This Agreement is governed by the laws of the State of Indiana. Venue lies in the state and/or federal courts St. Joseph County, Indiana. Each party waives trial by jury to the fullest extent permitted by law.

15. **Attorneys' Fees; Liability Limitation.** The prevailing party in any action to enforce this Agreement is entitled to reasonable attorneys' fees and costs. Licensor's liability is limited to its interest in the Parking Facility; no member/partner/shareholder or affiliate has personal liability.

16. **Assignment; Sublicensing.** City may not assign or sublicense any rights hereunder without Licensor's prior written consent. Any attempted assignment/sublicense is void.

17. **Entire Agreement; Amendments.** This Agreement is the entire understanding regarding the Designated Spaces and may be amended only in a signed writing.

LICENSOR:

KEY S.B., LLC

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

CITY OF SOUTH BEND, ACTING THROUGH ITS BOARD OF PUBLIC WORKS

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Gary A. Gilot, Member



Murray L. Miller, Member



Joseph R. Molnar, Vice President



Breana Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: October 14, 2025

BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM

Date	<u>10/7/25</u>	Department	<u>Legal</u>
Name	Michael Schmidt	Phone Extension	Ext. 5860
BPW Date	October 14, 2025		

Review and Approval Required Prior to Submittal to Board			
Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name	_____
BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name	<u>Michael Schmidt</u>
Dept. Attorney	<input checked="" type="checkbox"/>	Attorney Name	<u>Michael Schmidt</u>
Purchasing	<input type="checkbox"/>	_____	

Check the Appropriate Item Type – Required for All Submissions			
<input type="checkbox"/> Professional Services Agreement	<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Proposal	
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA	
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise	<input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes	
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA	
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Ease./Encroach	

Required Information			
Company or Vendor Name	<u>Parking License Agreement with Key S.B., LLC</u>		
New Vendor	<input type="checkbox"/> Yes	<input type="checkbox"/> If Yes, Approved by Purchasing	
MBE/WBE Contractor	<input type="checkbox"/> No	<input type="checkbox"/> MBE	<input type="checkbox"/> Yes
	<input type="checkbox"/> WBE	<u>Completed E-Verify Form Attached</u>	
Project Name	<u>Secure 2 designated parking spaces adjacent to City Hall</u>		
Project Number	<u>NA</u>		
Funding Source			
Account No.			
Amount	<u>\$95/month</u>		
Terms of Contract	<u>As attached</u>		
Purpose/Description			

For Change Orders Only			
Amount of	<input type="checkbox"/>	Increase	\$ _____
	<input type="checkbox"/>	Decrease	(\$ _____)
Previous Amount		\$ _____	
Current Percent of Change:		Increase	% _____
New Amount		Decrease	(% _____)
Total Percent of Change:		\$ _____	
Time Extension Amount:		Increase	% _____
New Completion Date:		Decrease	(% _____)