



Department of  
**Community Investment**

**ITEM: 6.C.(3)**

## Memorandum

Monday, May 11, 2015

TO:               Redevelopment Commission  
FROM:            Brock Zeeb, DCI  
SUBJECT:         Temporary Use Agreement

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AIDS Ministries has requested Commission approval of a temporary use agreement for the top level of the Wayne St. parking garage on Friday, June 19<sup>th</sup> and Friday, August 14.

Staff has previously provided temporary use of the top level of the Wayne St. Parking Garage. The City will coordinate with DTSB and South Bend School Corporation in order to limit any inconvenience on parking tenants in the garage.

Staff asks for approval of the temporary use agreement.





January 26, 2015

Ms. Deborah Jennings  
 Community & Economic Development  
 1200 County-City Building  
 South Bend, IN 46601-1830

Dear Ms. Jennings,

On behalf of AIDS Ministries/AIDS Assist, I am submitting our annual request for permission from the Redevelopment Commission of South Bend to hold the Rooftop Rendezvous event on the roof of the Wayne Street/ Joseph Street Parking Garage during the summer of 2015. The date(s) we are requesting are:

Friday, June 19  
 Friday, August ~~21~~ 14

We have discussed the need for using the parking spaces provided to School City with people at the South Bend Community School Corporation and they are willing to work with us on this particular Friday. We have also talked with DTSB Parking about alternative parking for School City employees on the selected dates. They are also willing to work with us.

The money raised from these events assists in providing food, housing, medical equipment and care coordination for the Michiana HIV/AIDS Community. We now are serving over 400 *infected* individuals and over 1,600 *affected* individuals.

As in the past, we will continue to provide private security to patrol the garage as well as maintain crowd control on the roof. We also have assistance from the South Bend Parks Department in cleaning up after each event and have always been able to leave the garage clean after we use it. We will continue to dialogue with the South Bend Community School Corporation administration office and DTSB Parking so that each of us is aware of what the expectations are for these events.

Rooftop Rendezvous is an excellent way to generate public interest in HIV/AIDS, a necessary motivation in our education efforts. At AIDS Ministries/AIDS Assist we rely on the financial and emotional support of the community in order to meet the growing demand for HIV/AIDS services in our area. I hope you will be able to accommodate us and grant us the opportunity to continue these events.

Sincerely,

Leah Hopper

Executive Program Director

Cc: Cathy Dietz, DTSB  
 Milce Szymanski, South Bend Community School Corporation

www.aidsministries.org

Mailing Address  
 P.O. Box 11582  
 South Bend, IN 46634  
 Phone: 800-388-AIDS

South Bend Office  
 201 S. William Street  
 South Bend, IN 46601  
 Phone: 574-234-2870  
 Fax: 574-232-2872

Elkhart Office  
 616 S. Main Street  
 Elkhart, IN 46516  
 Phone: 574-293-9743  
 Fax: 574-294-8673



**LICENSE AGREEMENT  
FOR TEMPORARY USE OF REDEVELOPMENT COMMISSION PROPERTY**

THIS LICENSE AGREEMENT (this "Agreement") is made on May 14, 2015, by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the "Commission"), and AIDS Ministries/AIDS Assist of North Indiana, Inc., an Indiana non-profit corporation with its office at 201 S. William St., South Bend, Indiana 46634 (the "Company") (each a "Party," and collectively, the "Parties").

**RECITALS**

WHEREAS, the Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the "City"), as more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Company desires temporary access to the Property for the purpose of conducting the events known as the "AIDS Ministries/AIDS Assist Rooftop Rendezvous" (the "Activity"), as described in the proposal attached hereto as **Exhibit B** (the "Activity Proposal"); and

WHEREAS, the Commission is willing to permit the Company and its agents to gain access to and temporary use of the Property for the Activity, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Commission grants to the Company, its agents, employees, and invitees, a temporary, non-exclusive license to enter and use the Property for the purpose of conducting the Activity, provided that the Company's use of the Property is reasonable at all times and comports with the terms of the Activity Proposal.

2. In consideration for the Company's license to use the Property for the Activity, the Company hereby agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the approval granted herein by the Commission or any action related to the Activity. If any action is brought against the City or the Commission, or their respective agents, employees, successors, or assigns, in connection with Activity, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

3. The Company's license to use the Property for the Activity shall be effective from **1:00 p.m. to 10:30 p.m. on Friday, June 19, 2015** (the "First Event"), and from **1:00 p.m. to**

**10:30 p.m. on Friday, August 14, 2015** (the "Second Event"), provided, however, that the Commission or the Commission's authorized representative may revoke and terminate the license at any time for any reason, as determined in its, his, or her sole discretion. The Company agrees that it will not store any supplies, materials, goods, or personal property of any kind on the Property between the end of the First Event and the beginning of the Second Event. Immediately upon the completion of the First Event and the Second Event, respectively, the Company will remove from the Property all supplies, materials, goods, and personal property (including trash) used in connection with the Activity.

4. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property for the Activity, the Company, at the Company's sole expense, shall restore the Property to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Commission.

5. The Company understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations needed in order to conduct the Activity. The Company shall not, without the prior written consent of the Commission, cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted in or about, or treated at the Property.

6. The Company understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to the Activity conducted on the Property.

7. The Company, at the Company's sole expense, shall maintain during the term of this Agreement commercial general liability insurance on the Property covering the Company and the Activity in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission a certificate of insurance evidencing the same. To the extent that the Commission or the City is harmed as a result of the Company's use of the Property, the Company hereby grants the Commission first priority on any proceeds received from the Company's insurance. Notwithstanding anything in this Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

8. Each undersigned person signing on behalf of his/her respective Party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Agreement.

*(SIGNATURE PAGE FOLLOWS)*

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

**SOUTH BEND REDEVELOPMENT  
COMMISSION**

By: \_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

**AIDS MINISTRIES/AIDS ASSIST  
OF NORTH INDIANA, INC.,  
an Indiana non-profit corporation**

By: \_\_\_\_\_  
Leeah Hopper, Executive Program Director

**EXHIBIT A**

**Description of Property**

Top floor of the Wayne Street Parking Garage located at 121 Wayne Street, South Bend, Indiana.  
[Parcel Key No. 18-3003-0058]

**EXHIBIT B**

**Event Proposal**