



South Bend

Redevelopment Commission

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

Agenda

Regular Meeting, May 23, 2019 9:30 a.m.

1. Roll Call

2. Approval of Minutes

- A. Minutes of the Regular Meeting of Thursday, May 9, 2019

3. Approval of Claims

- A. Claims Submitted May 23, 2019

4. Old Business

5. New Business

- A. River West Development Area
 - 1. Budget Request (Western Avenue Streetscape Falcon-Dundee) - D2
 - 2. License Agreement for Use (Share the Love Ministries) - D2
 - 3. License Agreement for Temporary Parking (La Casa De Amistad) - D2

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, June 13, 2019, 9:30 a.m.

8. Adjournment

NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS

Auxiliary Aid or Other Services are Available upon Request at No Charge.
Please Give Reasonable Advance Request when Possible.



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

**SOUTH BEND REDEVELOPMENT COMMISSION
REGULAR MEETING**

May 9, 2019
9:30 a.m.
Presiding: Marcia Jones, President

227 West Jefferson Boulevard
South Bend, Indiana

The meeting was called to order at 9:31 a.m.

1. ROLL CALL

| | | |
|----------------------|--|---|
| Members Present: | Marcia Jones, President Don Inks, Vice-President Quentin Phillips, Secretary Gavin Ferlic, Commissioner | |
| Members Absent: | Todd Monk, Commissioner Leslie Wesley, Commissioner | |
| Legal Counsel: | Sandra Kennedy, Esq. | |
| Redevelopment Staff: | David Relos, RDC Staff Mary Brazinsky, Board Secretary | |
| Others Present: | Daniel Buckenmeyer Elizabeth Leonard Inks Tony Sergio Kara Boyles Kyle Silveus Zach Hurst Charlotte Brach Conrad Damian Dr. David Varner | DCI DCI DCI Engineering Engineering Engineering Engineering 718 E Broadway Retired Commissioner |

2. Approval of Minutes

A. Approval of Minutes of the Regular Meeting of Thursday, April 25, 2019

Upon a motion by Vice-President Inks, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, April 25, 2019.

3. Approval of Claims

A. Claims Submitted May 9, 2019

| | Claims submitted | Explanation of Project |
|--|------------------|---|
| REDEVELOPMENT COMMISSION Redevelopment Commission Claims May 9, 2019 for approval | | |
| <u>324 RIVER WEST DEVELOPMENT AREA</u> | | |
| Abonmarche | 30,400.00 | Western Ave Streetscape from Falcon Street to Dundee St. |
| Zart Hurst | 2,800.00 | Consultant Engineering Services Related |
| United Consulting | 6,837.00 | Coal Line Trail Phase II |
| CSB Service, LLC | 46,371.39 | Berlin Place No. 2 Electrical, Mechanical & Plumbing Division A |
| City of South bend | 91,717.47 | Reimburse Engineering for Services Rendered per EAS |
| Selge Construction Co Inc. | 117,152.48 | Lincoln Way West & Charles Martin St. Improvements |
| CBS Service, LLC | 46,371.39 | Berlin Place No. 2 Electrical, Mechanical & Plumbing Division A |
| Milestone Fence, LLC | 67,419.60 | JMS Building, Parking Lot Improvement |
| Slatiile Roofing & Sheets Metal Co., | 143,234.54 | Liberty Tower Exterior Renovations - Division |
| <u>422 WEST WASHINGTON DEVELOPMENT AREA</u> | | |
| Bokon Masonry, Inc. | 90,250.00 | Gemini at Washington- Colfax Apartment Masonry & Stair Repairs |
| <u>429 FUND RIVER EAST DEVELOPMENT TIF</u> | | |
| Precision Wall Systems | 197,837.50 | Three Twentv at The Cascade-Glazed Assemblies |
| <u>430 FUND SOUTH SIDE TIF AREA #1</u> | | |
| McCormick Engineering | 600.00 | Bowen Street Improvements |
| <u>452 TIF PARK BOND CAPITAL</u> | | |
| Walsh & Kelly, Inc. | 210,728.61 | Lincoln Way East Corridor Improvements |
| Total | 1,051,719.98 | |

Upon a motion by Secretary Phillips, seconded by Vice-President Inks, the motion carried unanimously, the Commission approved the claims submitted on Thursday, May 9, 2019.

4. Old Business

5. New Business

A. River West Development Area

1. Budget Request (Cleveland/Brick Road)

Mr. Hurst presented a Budget Request (Cleveland/Brick Road). This is a \$2M request for engineering design services and construction of concrete pavement replacement near the bridge of Cleveland / Brick Roads and the Bypass. The City is piggybacking on a large INDOT project to replace and lower the concrete pavement on the bypass under the bridge. The area is seeing rapid expansion with new Industrial buildings in the area.

Mr. Buckenmeyer added that there are only three outlets for traffic coming out of these areas. The Department of Community Investment is working with Engineering and county departments on things such as traffic calming studies and additional outlets. Commission approval is requested.

Upon a motion by Vice-President Inks, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved a Budget Request (Cleveland/Brick Road) submitted on Thursday, May 9, 2019.

2. License Agreement for Temporary Use of Private Property (113-117 North Main Street)

Mr. Silveus presented a License Agreement for Temporary Use of Private Property (113-117 North Main Street). This is a Temporary License Agreement for Print Gold Property Management, just north of Liberty Tower to allow our contractor to access their site. They will be preparing masonry and putting wall coating on the north face of Liberty Tower. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved a License Agreement for Temporary Use of Private Property (113-117 North Main Street) submitted on Thursday, May 9, 2019.

3. First Amendment to Agreement to Buy and Sell Real Estate (618 W. Marion)

Mr. Relos presented First Amendment to Agreement to Buy and Sell Real Estate for 618 W. Marion. The original agreement has a 30-day due diligence and a 30-days to close on the property. This amendment adds an additional 30-days to close. Commission approval is requested.

Upon a motion by Vice-President Inks, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved a First Amendment to Agreement to Buy and Sell Real Estate 618 Marion submitted on Thursday, May 9, 2019.

B. Other

1. Resolution No. 3484 (Determining Tax Increment to be Collected in Year 2020)

Ms. Leonard Inks presented Resolution No. 3484 (Determining Tax Increment to be Collected in Year 2020). This resolution will notify other taxing jurisdictions that the Commission has determined there is no excess assessed value in all but the Douglas Road Economic Development area, which will have its assessed value released. This item will go to the Common Council on Tuesday, May 28, 2019. Commission approval is requested.

Upon a motion by Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Resolution No. 3484 (Determining Tax Increment to be Collected in Year 2020) submitted on Thursday, May 9, 2019.

2. Resolution No. 3482 Commending Dr. Varner

Ms. Jones, President, presented Resolution No. 3482 commending Dr. Varner for his 11 years of dedicated service to the South Bend Redevelopment Commission.

Dr. Varner expressed his thanks and how much he enjoyed the job through the years.

Ms. Jones mentioned she enjoyed the banter and decisions made with Dave through the years.

Don Inks commented that he enjoyed the logic and rationale for the better Dave provided South Bend.

Quentin Phillips thanked Dr. Varner for his leadership and allowing him to be a student of who he is.

Gavin Ferlic thanked Dr. Varner for being a professional and servant leader.

Kara Boyles said the interactions that she had with Dr. Varner made her a better servant leader by asking deeper questions and challenge the status quo. That was a great career lesson for her.

Upon a motion by Commissioner Ferlic, seconded by Secretary Phillips, the motion carried unanimously, the Commission approved Resolution No. 3482 Commending Dr. Dave Varner submitted on Thursday, May 9, 2019.

South Bend Redevelopment Commission Regular Meeting – May 9, 2019

6. Progress Reports

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

7. Next Commission Meeting:

Thursday, May 23, 2019, 9:30 a.m.

8. Adjournment

Thursday, May 9, 2019, 9:47 a.m.

David Relos, Property Development Manager

Marcia Jones, President

| | Claims submitted | Explanation of Project |
|--|---------------------|--|
| REDEVELOPMENT COMMISSION | | |
| Redevelopment Commission Claims May 23, 2019 for approval and ratify | | |
| <u>324 RIVER WEST DEVELOPMENT AREA</u> | | |
| C&S Masonry Restoration LLC | 100,137.12 | Lafayette Building Skylight & Masonry Repairs |
| Kolata Enterprises LLC | 337.50 | Professional Services |
| Zach Hurst, P.E. | 2,380.00 | Consultant Engineering Services |
| DLZ | 530.00 | Sample and Sheridan Signal |
| Gibson-Lewis, LLC | 167,553.09 | Fire Station 4 |
| Premier 1 Construction, Inc. | 45,976.00 | Zike - Sample Street Building Restroom Remodel |
| United Consulting | 4,316.93 | Coal Line Trail Ph I & II |
| <u>422 WEST WASHINGTON DEVELOPMENT AREA</u> | | |
| Rieth Riley Construction Co., | 31,582.02 | Two Way Conversion of Colfax Ave. |
| <u>429 FUND RIVER EAST DEVELOPMENT TIF</u> | | |
| Skyline Plastering, Inc. | 133,000.00 | Three Twenty at The Cascade-Glazed Assemblies |
| <u>430 FUND SOUTH SIDE TIF AREA #1</u> | | |
| Ziolkowski Construction, Inc. | 306,914.50 | Erskine Clubhouse Renovation |
| McCormick Engineering | 690.00 | |
| 435 DOUGLAS ROAD DEVELOPMENT AREA TIF | | |
| DLZ | 8,750.00 | Douglas Rd Lift Station |
| Total | 802,167.16 | |



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: May 23, 2019
FROM: *MD* Michael Divita, Principal Planner
SUBJECT: Project Budget for Western Avenue Streetscape (Falcon-Dundee) Improvements

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

PURPOSE OF REQUEST:

Staff requests approval of a project budget of \$2,800,000 from the River West Development Area for construction and related costs for Western Avenue streetscape improvements. Commission funding will be supplemented by \$180,000 from the Storm Sewer Fund.

As part of its implementation of the *West Side Main Streets Revitalization Plan*, the City of South Bend proposes to make continued streetscape improvements to Western Avenue to create an environment more inviting to commercial and residential investment. This project covers the four-block section of Western Avenue between Falcon and Dundee Streets. This work will complement the streetscape improvements completed between Dundee Street and Bendix Drive in 2015 and between Bendix Drive and Olive Street in 2017. Curbs, sidewalks, driveway approaches, street pavement, and water main will be replaced. Street trees, other landscaping, decorative lighting, and storm sewer will be added.

The Board of Public Works is scheduled to open bids on the project on May 23. Construction is anticipated to begin in June for completion in November.

INTERNAL USE ONLY: Project Code: 18JW02 ;
Total Amount new/change (inc/dec) in budget: \$2,800,000 ; Break down:
Costs: Engineering Amt: _____; Other Prof Serv Amt _____;
Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt \$2,800,000 ;
Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____
Going to BPW for Contracting? Y/N
Is this item ready to encumber now? Yes, upon BPW award Existing PO# _____ Inc/Dec \$ _____

LICENSE AGREEMENT FOR USE

This License Agreement For Use (this "Agreement") is made on May 23, 2019, by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the "Commission"), and Anthony Swisher d/b/a Share the Love Ministries an individual (the "Licensee") (each a "Party," and collectively, the "Parties").

RECITALS

A. The Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the "City"), commonly known as 2401 West Western Avenue, South Bend, Indiana, Parcel Key Number 018-4096-357902, as further described on Exhibit A (the "Property").

B. The Licensee desires temporary access to the Property during a free public event, Share The Love, occurring on June 1, 2019, during which the Licensee will have audio equipment and a power source at the Property (the "Event").

C. The Commission is willing to permit the Licensee to gain access to and temporarily use the Property during the Event, subject to applicable laws and the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

1. License. The Commission grants to the Licensee a temporary, non-exclusive license to enter and use the Property during the Event, provided that the Licensee's use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws.

2. Term and Termination. The Licensee's license to use the Property shall be effective at 12:01 a.m. on May 31, 2019, and shall terminate at 12:00 p.m. on June 2, 2019 (the "Term").

3. No Lease or Easement; Assignment. The Commission represents that it is the sole owner in fee simple of the Property and has the lawful right to permit the Licensee to use the Property under this Agreement. The Parties acknowledge and intend that this Agreement will not constitute a lease of or an easement over the Property, and the Licensee will have no right or authority to convey any leasehold or other interest in the Property to any other person or entity. Except as expressly provided in this Agreement, any attempt by the Licensee to grant or lease any interest in the to any other person or entity will be void ab initio and of no force or effect. The Parties agree that neither this Agreement nor any of the Licensee's rights under this Agreement may be assigned, in whole or in part, to any other party without the Commission's prior written consent.

4. Maintenance. The Licensee will keep the Property in good order and condition during the Term, including, without limitation, clearing all debris from the Property.

5. Security. The Licensee understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Licensee's or its employees' or invitees' property or any bodily harm or injury that may result from the Licensee's or its employees' or invitees' use of the Property. The Licensee understands and agrees that it will at all times be solely responsible for the safety and security of all persons, property, and vehicles, including any property contained within the vehicles, on the Property in connection with the Licensee's or its employees' or invitees' use of the Property under the terms of this Agreement.

6. Storage. Other than the equipment required for the Event, the Licensee agrees that it will not store or allow to be stored any supplies, materials, goods, or personal property of any kind on the Property. In addition, the Licensee will not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

7. Regulations; Other Permits. The Licensee 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 its use of the Property. The Licensee understands and agrees that it will secure in its own name and at its own expense all other permits and authorizations, if any, necessary for its use of the Property in accordance with the terms of this Agreement.

8. Restoration. To the extent that any portion of the Property is disturbed or damaged in connection with the Licensee's use of the Property, the Licensee, at the Licensee'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.

9. Indemnification. The Licensee agrees and undertakes to defend, indemnify, and hold harmless the City and the Commission, and their respective officials, employees, agents, successors, and assigns, from and against 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 license granted herein by the Commission or the Licensee's use of the Property. If any action is brought against the City or the Commission, or their respective officials, employees, agents, successors, and assigns, in connection with the Licensee's use of the Property, the Licensee agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. Insurance. The Licensee, at the Licensee's sole expense, shall maintain during the Term of this Agreement commercial general liability insurance sufficiently covering the Event. To the extent that the Commission or the City is harmed as a result of the Event or Licensee's use of the Property, the Licensee hereby grants the Commission first priority on any proceeds received from the Licensee'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.

11. Integration; Amendment. This Agreement supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this

Agreement and constitutes the Parties' entire agreement. This Agreement may not be altered except by a written instrument signed by authorized representatives of both Parties.

12. 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, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of 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.

13. 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.

14. Counterparts; Signatures. This Agreement may be separately executed in counterparts by the Commission and the Licensee, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

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

16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.


Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this License Agreement For Use to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION

Share the Love Ministries

Marcia I. Jones, President



Anthony Swisher d/b/a Share the Love
Ministries

ATTEST:

May 21, 2019

Dated

Quentin Phillips, Secretary

EXHIBIT A

Property Description:

| | |
|-------------|---|
| Parcel ID | 018-4096-357902 |
| Address | 2401 W. Western Avenue, South Bend, IN 46619 |
| Legal Desc. | 101.5 X 444.1' Ex S Part of Singer Tract 3 and ROW Sec 10-37-2E 19/20 #ROW 558 2/28/2018 11/12 split to City of SB for street 6580WD 9-13-10 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Verify Insurance Services 174 West 4th Street, Suite 204 New York, NY 10014 https://support.verify.com/ | CONTACT NAME: VERIFY https://support.verify.com/ PHONE (A/C. No. Ext): FAX (A/C. No.): E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--|--------|------------|--------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|---|
| | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Markel Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2">https://www.verify.com/check-policy-status/</td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Markel Insurance Company | 38970 | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | https://www.verify.com/check-policy-status/ |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Markel Insurance Company | 38970 | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | https://www.verify.com/check-policy-status/ | | | | | | | | | | | | | | | | | | | | |
| INSURED Anthony Swisher Share the Love Ministries anthony.sharethelove@outlook.com 49031 | | | | | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------------|-------------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | N | N | VFMK-P3URS3FEW | 06/01/2019 12:00 AM EDT | 06/01/2019 11:59 PM EDT | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Products and Completed Operations coverage (VFMK-GL-0203-0218) for policy number VFMK-P3URS3FEW until 05/31/2020 11:59 PM EDT

CERTIFICATE HOLDER
 Anthony Swisher
 Share the Love Ministries
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LICENSE AGREEMENT FOR TEMPORARY PARKING

This License Agreement For Temporary Parking (this “Agreement”) is made on May 23, 2019, by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”), and La Casa De Amistad, Inc. an Indiana nonprofit corporation with its registered office at 764 South Meade Street, South Bend, Indiana 46619 (the “Company”) (each a “Party,” and collectively, the “Parties”).

RECITALS

A. The Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the “City”), commonly known as 2401 West Western Avenue, South Bend, Indiana, Parcel Key Number 018-4096-357902, as further described on Exhibit A (the “Property”).

B. The Company desires temporary access to the Property during a Best. Week. Ever. Event occurring on June 5, 2019 (the “Event”) for the purpose of parking vehicles of the Company’s employees, licensees, and invitees attending the Event operated by the Company (the “Company’s Building”).

C. The Commission is willing to permit the Company to gain access to and temporarily use the Property during the Event to provide parking spaces to the Company’s employees, licensees, and invitees, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

1. License. The Commission grants to the Company a temporary, non-exclusive license to enter and use up the paved parking spaces located on the Property (the “Parking Spaces”) for the parking of vehicles of the Company’s employees, licensees, and invitees attending the Company’s Event during the Event, provided that the Company’s use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws. The Company shall not have a license to park vehicles on the unpaved areas of the Property.

2. Term and Termination. The Company’s license to use the Parking Spaces shall be effective at 12:01 a.m. on June 5, 2019, and shall terminate at 12:00 p.m. on June 6, 2019 (the “Term”).

3. No Lease or Easement; Assignment. The Commission represents that it is the sole owner in fee simple of the Property and has the lawful right to permit the Company to use the Property under this Agreement. The Parties acknowledge and intend that this Agreement will not constitute a lease of or an easement over the Property or the Parking Spaces, and the Company will have no right or authority to convey any leasehold or other interest in the Property or the Parking Spaces to any other person or entity. Except as expressly provided in this Agreement, any attempt by the Company to grant or lease any interest in the Property or the Parking Spaces to any other person or entity will be void ab initio and of no force or effect. The Parties agree that neither

this Agreement nor any of the Company's rights under this Agreement may be assigned, in whole or in part, to any other party without the Commission's prior written consent.

4. Maintenance. The Company will keep the Property in good order and condition during the Term, including, without limitation, clearing all debris from the Parking Spaces and any path of vehicular or pedestrian access to such Parking Spaces from the public rights-of-way abutting the Property.

5. Security. The Company understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Company's or its employees', licensees', or invitees' property or any bodily harm or injury that may result from the Company's or its employees', licensees', or invitees' use of the Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of all persons, property, and vehicles, including any property contained within the vehicles, on the Property in connection with the Company's or its employees', licensees', or invitees' use of the Parking Spaces under the terms of this Agreement.

6. Storage. The Company agrees that it will not store or allow to be stored any supplies, materials, goods, or personal property of any kind on the Property. In addition, the Company will not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

7. Regulations; Other Permits. 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 its use of the Parking Spaces. The Company understands and agrees that it will secure in its own name and at its own expense all other permits and authorizations, if any, necessary for its use of the Parking Spaces in accordance with the terms of this Agreement.

8. Restoration. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property, including disturbances or damage caused by the vehicles of the Company's employees, licensees, or invitees, 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.

9. Indemnification. The Company agrees and undertakes to defend, indemnify, and hold harmless the City and the Commission, and their respective officials, employees, agents, successors, and assigns, from and against 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 license granted herein by the Commission or the Company's use of the Property or the Parking Spaces. If any action is brought against the City or the Commission, or their respective officials, employees, agents, successors, and assigns, in connection with the Company's use of the Property, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. Insurance. The Company, at the Company's sole expense, shall maintain during the Term of this Agreement commercial general liability insurance sufficiently covering the Company. . 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.

11. Integration; Amendment. This Agreement supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this Agreement and constitutes the Parties' entire agreement. This Agreement may not be altered except by a written instrument signed by authorized representatives of both Parties.

12. 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, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of 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.

13. 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.

14. Counterparts; Signatures. This Agreement may be separately executed in counterparts by the Commission and the Company, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

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

16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this License Agreement For Temporary Parking to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION

La Casa De Amistad, Inc.,
an Indiana nonprofit corporation

Marcia I. Jones, President

Sam Centellas, Executive Director

ATTEST:

Dated

Quentin Phillips, Secretary

EXHIBIT A

Property Description:

| | |
|-------------|---|
| Parcel ID | 018-4096-357902 |
| Address | 2401 W. Western Avenue, South Bend, IN 46619 |
| Legal Desc. | 101.5 X 444.1' Ex S Part of Singer Tract 3 and ROW Sec 10-37-2E 19/20 #ROW 558 2/28/2018 11/12 split to City of SB for street 6580WD 9-13-10 |